



## **Account Terms and Conditions**

### TDR Capital International Limited – Account Terms and Conditions

This Account Agreement contains very important information about your investment, privacy and security as well as the terms associated with investments. I understand that the terms and conditions of this Agreement govern all aspects of my relationship with TDR Capital International Limited. The terms set forth below have the following meanings as used in the Agreement:

**Account:** Each Account is established in my name alone, in my name together with others or in which I have a beneficial interest.

**Account Application:** The application I prepare and submit to open an Account and as part of which I consent to the terms and conditions of this Agreement, including all information provided by me in connection with the opening or maintenance of my Account.

**Account holder:** This shall mean the person, corporation, partnership, trustee, custodian or other entity in whose name the Account is opened. The singular of Account holder where appropriate shall include the plural.

**Service:** Any service or facility that TDR Capital International Limited may provide, including through electronic means.

**Settlement Date:** The day on which a transaction is to be settled. On this day you are required to pay for purchases and sellers are required to deliver funds or credit buyer's account.

**Business Days:** Monday to Friday. Although we may conduct business on bank holidays, bank holidays are not considered Business Days for purposes of settlement periods.

**Market Data:** Quotations, transactions and last sale information disseminated by Data Providers and all information based on such information.

**Securities:** This includes stocks, IPOs and other financial investments and related contracts, whether certificated or un-certificated, registered or unregistered and whether for present or future delivery, and

all rights and entitlements thereto. This definition includes the securities and other property and the proceeds thereof currently or in the future held, carried or maintained by us or any third party, in the possession or control of any such third party, for any purpose, in and for any of my current or future Accounts, including any Account in which I have a beneficial interest.

**Restricted Securities:** Securities owned or under purchase rights subject which are restricted or control securities, or securities owned under restricted transferability due to an agreement with the owner and the issuer.

**Advice:** Unless otherwise specified in writing, TDR Capital International Limited do not and will not provide me with any legal, tax, estate planning or accounting advice. Unless otherwise specified, any information provided through the Service will not be used or considered by me as a recommendation that I buy, sell or hold a particular security or pursue any particular investment strategy. TDR Capital International Limited neither assumes responsibility for nor guarantees the accuracy, currency, completeness or usefulness of information, commentary, recommendations, advice, investment ideas or other materials that may be accessed by me through the Service. If I choose to rely on such information, I do so solely at my own risk. I understand that the research, analysis, news or other information made available is not personalized or in any way tailored to reflect my personal financial circumstances or investment objectives and the securities and investment strategies discussed may not be suitable for me.

**IMPORTANT:** BY COMPLETING THE ACCOUNT REGISTRATION PROCESS YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU ARE DISSATISFIED WITH ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE FROM US, THEN YOU MUST REFER TO THIS AGREEMENT. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR TRADING ACCOUNT.

1. TDR Capital International Limited (referred to as "us" or "we" or "TDR Capital International") provides the Investment trades and various related services (together referred to as this "service") subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us. In addition, when using particular services, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use. We make various services available including but not limited to the following: stocks and other financial instruments and related contracts, whether certificated or uncertificated, registered or unregistered and whether for present or future delivery, and all rights and entitlements thereto. This definition includes the securities and other property and the proceeds thereof currently or in the future held, carried or maintained by us or any third party, in the possession or control of us or in the possession or control of any such third party, for any purpose, in and for any of my current or future Accounts, including any Account in which I have a beneficial interest.

2. By registering an account with us you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate. You also grant us the right to disclose to certain third parties certain

Registration Data about you, for the sole purpose of services on behalf of you. The information is subject to our Privacy Policy.

3. For all purchases we will bill you by means of a trade invoice. You agree to provide us with accurate and complete billing information, including your name, address and telephone number, and to provide us with any changes in such information within 10 days of any change. Any commission fees for the purchase of stock or securities are clearly stated on your invoices.

4. Information for purposes of these Terms of Use, "content" is defined as any information, including but not limited to, communications, electronic mails and telephone conversations. By accepting these Terms of Use, you acknowledge and agree that all content presented to you by us is protected by copyrights, patents or other proprietary rights and laws, and is the sole property of us and/or its Affiliates. You are only permitted to use the content to make your own investment choices. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from our company in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available from us.

5. Sales and purchases: We undertake on a "best efforts" basis, to sell or purchase securities on behalf of you only as per your instructions. Until such time as you receive a confirmation order of the sale and/or purchase, we shall not warrant that any trade, in whole or in part, can be completed. If you cancel a trade without the required notice, cancel a wire transfer or request a sale of securities before the original trade has been settled, TDR shall, as per this agreement place a hold on your account - up to but not beyond 45 days, until such disputes are resolved, settled or satisfied. Legal proceedings shall be implemented at our discretion should said dispute not be cleared within the 45-day period.

6. Trading Currency: USD will be used for all trade transactions unless otherwise agreed with yourself and set forth in the confirmation order and/or invoice.

7. Laws: To the maximum extent permitted by Applicable Law, this Agreement shall be governed by and construed in accordance with all relevant Rules and Regulations, and Customs of the Exchange or Market of the company.

8. Force Majeure: We shall not be liable for loss caused directly or indirectly by any exchange or market ruling, government restriction, or any

*"force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, communications or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of Us.*

9. Risks: You understand that all purchases of investments involve risk and may not be suitable to all purchasers. Losses may be my entire principal of any or all purchases. The past performance of the price or value of any Asset, Security, Industry, Sector, Market, or Financial Product does not guarantee future results or returns.

10. Invoices and Receipts: If any trade order has been executed through or by us and you have not received an accurate written confirmation of the executed order within five business days, you shall immediately notify us. If you receive confirmation of an order that you did not place or any similar conflicting report, you shall immediately notify us. You shall immediately notify us if there is a discrepancy in the statement of account balance or stock positions.

*If you fail to immediately notify us regarding any of the above, neither ourselves nor our affiliates or assigns can or will be held responsible or liable to you, or to any other person whose claim may arise through or against us, for any claims for damages of any sort, including both actual and consequential damages, with respect to the handling, mishandling, or any act or failure to act, as regards your account or instructions to act.*

11. Joint Accounts: If there is more than one Account holder, the legal ownership of the Account will be as designated on the Account Application. If no designation is made, each Account holder directs us to establish the Account as joint tenants with rights of survivorship. If there is more than one Account holder, each Account holder agrees to be jointly and severally liable for all obligations arising under this Agreement or otherwise relating to the Account. Each Account holder has full authority, acting individually and without notice to any other Account holder, to deal with us as fully and completely as if such Account holder were the sole and only Account holder on the Account.

12. Payments: By sending us a wire transfer, you authorize us or our clearing agent to process the payment for the benefit of your Account. If a wire transfer is received after the relevant cutoff time, your wire transfer may be treated as if it were received the next Business Day. It is my responsibility to ensure that my wire transfer instructions are accurate. I agree to indemnify and hold TDR Capital International Limited and its transfer agents harmless from any losses arising out of or relating to an attempt to amend or cancel a wire transfer. In addition, if I request a cancellation of a wire transfer and such cancellation request is accepted by the banking facility prior to the fund's clearance, I understand that I may not have access to the funds for at least forty-five (45) days.

13. I authorize TDR Capital International Limited to hold any Securities and/or Other Property in my Account in the registered name of my choice or any other nominee, including sub-custodians. My ownership of these Securities and/or other Property is reflected in TDR Capital International Limited's records. Without abrogating any of TDR Capital International Limited rights under this Agreement and subject to prior satisfaction of any indebtedness I may have to TDR Capital International Limited, I am entitled to receive physical delivery of certificates for fully paid securities from my Account. On my written instructions, and on paying any applicable fees, any certificate that is capable of being produced and obtained by TDR Capital International Limited in physical form will be sent to me on my request within thirty (30) to forty-five (45) business days.

14. Restrictions on Account Services: I understand that TDR Capital International Limited may place trading, disbursement, service or other restrictions on my Account for reasons including court order, tax levy or garnishment, request of a government agency or law enforcement authority, or in the event of a dispute between joint Account holders. I also understand that TDR Capital International Limited may be

required to liquidate or close out Securities and/or Other Property in my Account to satisfy any such court order, garnishment, tax levy or other legal obligation. TDR Capital International Limited will not be held liable for any Losses that arise out of or relate to any such transaction and I agree to indemnify and hold TDR Capital International Limited and its affiliates harmless from and against any losses they may incur in taking such actions.

15. Advisory Services and Trading Authorization: Through our Referral Service, TDR Capital International Limited may make information available to me about various investment advisers (Authorized agent(s)/Adviser(s)). I may contract with these Authorized agent(s)/adviser(s) to manage my Account

("Advisory Account"). I may also contract with other Authorized agent(s)/Adviser(s) that I independently identify to manage my Advisory Account. TDR Capital International Limited will have no responsibility or liability for any advice, recommendation or trading by such Authorized agent(s)/Adviser(s). I understand that TDR Capital International Limited will maintain an Advisory Account for me and buy, sell or exchange securities or other products in accordance with instructions from me or my Authorized agent(s)/Adviser(s).

I understand that this Agreement governs my Advisory Account and my relationship with TDR Capital International Limited without limiting any other provision of this Agreement, I understand and agree that as among me, my Authorized agent(s)/Adviser(s) and TDR Capital International Limited I have selected my Authorized agent(s)/Adviser(s) based on criteria that I deem appropriate for my investment needs and will not hold TDR Capital International Limited responsible for my decision to hire the Authorized agent(s)/Adviser(s). All decisions relating to my investment or trading activity shall be made solely by me or my Authorized agent(s)/Adviser(s) identified by me to TDR Capital International Limited. TDR Capital International Limited is authorized to accept and act upon the instructions of my Authorized agent(s)/Adviser(s) with respect to my Advisory Account in accordance with this Agreement until TDR Capital International Limited receives my written notice revoking such authority. This authorization shall be applicable to all assets I hold in the specified Advisory Account.

No Authorized agent/Adviser, whether or not it is affiliated with TDR Capital International Limited, is authorized to act or make representations on behalf of TDR Capital International Limited. I shall indemnify and hold harmless TDR Capital International Limited its directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from any act or omission of my Authorized agent(s)/adviser(s) with respect to my Advisory Account.

16. Applicable Rules and Regulations: All transactions in my Account will be subject to the constitution, rules, regulations, customs and usages of the company, and its clearing house if any, where such transactions are executed by TDR Capital International Limited or its agents, as well as TDR Capital International Limited's house trading rules and policies.

17. Market Volatility, Market Orders: I understand that, whether I place a market order, I will receive the price at which my order is executed in the marketplace. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different

prices. I understand that TDR Capital International Limited is not liable for any such price fluctuations. I also understand that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

Securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If I place a market order (whether during normal market hours or when the market is closed), I agree to pay or receive the prevailing market price at the time my market order is executed.

18. Affiliates: I understand that TDR Capital International Limited may be acting as my agent or as a dealer for its own Account or as agent for another person. I agree that TDR Capital International Limited may provide certain brokerage or other services to me with or through its affiliates. I also understand and agree that, in the event an order is executed with an affiliate acting as principal, such affiliate may receive a profit (or loss) in connection with such execution in addition to any commission, commission equivalent, mark-up or fee paid to TDR Capital International Limited. Neither anything contained in this Agreement, nor any information made available through the Service is to be construed as an offer to buy or sell, or the solicitation of an offer to buy or sell, any security, financial product or instrument or to participate in any particular trading strategy in any jurisdiction in which such offer, solicitation or trading strategy would be unlawful.

19. Financial Bank: I understand that TDR Capital International Limited is a separate entity from any bank or transfer agent where funds may be remitted via wire transfer. The products available through TDR Capital International Limited as such:

- i. **is not insured by anyone;**
- ii. **carry no bank guarantees; and**
- iii. **have associated risks.**

20. Closing your account: You may close your account at your discretion after all Debit Balances are paid. by sending us written notice at any time. If there is an outstanding balance for purchases or sales from the account is still due to TDR Capital International Limited, the account shall remain open until such funds have been cleared, up to a maximum of 45 days, upon which they have the authority to liquidate the account as they see fit to satisfy any owed balances. After this period, any credit balances shall be disbursed as per the client's instructions. The Terms and Conditions of this Agreement will survive termination of your account and will continue to apply to any disputed or other remaining matters involving your relationship with TDR Capital International Limited.

Please Note: This Terms of Account set out the basis of your relationship with TDR Capital International. We intend to rely on these documents for your benefit and protection. You should read the Terms of Business carefully before signing this Form. If you do not understand any item therein, please ask for further details. Terms of Business can be found on our website [www.tdrcapital-intl.com](http://www.tdrcapital-intl.com).

TDR Capital International shall assess your client classification, we will treat you as a Retail Client unless we notify you otherwise. You may contact us to request re-classification but we reserve the right to decline such request.