

SUPPLEMENTARY AGREEMENT FOR SERVICE OF INVESTMENT ADVISORY

Please note that BOSON ALFA LTD reserves the right to amend SUPPLEMENTARY AGREEMENT FOR SERVICE OF INVESTMENT ADVISORY and any related information and documents provided that the meaning of the terms and definitions and interpretation in every material respect remain the same.

SUPPLEMENTARY AGREEMENT № _____ FOR SERVICE OF INVESTMENT ADVISORY

AS A SUPPLEMENT TO INVESTMENT SERVICES AGREEMENT № _____

THIS SUPPLEMENTARY AGREEMENT is made on _____ in Limassol, Cyprus

BETWEEN:

BOSON ALFA LIMITED, the Cyprus Investment Firm (CIF) with the authorization № 314/16 issued on 20th September 2016 by the Cyprus Securities and Exchange Commission (hereinafter – «CySEC»), having its registered office at: № 46, 54 Vasileos Georgiou A str., Block E2, Galatex Beach Center, 4047 Limassol, Cyprus, represented by _____, acting on the basis of _____ (hereinafter referred to as the «**Boson Alfa**» or «**the Advisor**»); and

_____, incorporated under the laws of _____ with registered office at _____, represented by _____, acting on the basis of the Articles of Association, (hereinafter referred to as the «**Client**»).

Hereinafter referred to individually as the «**Party**» and collectively as the «**Parties**».

1. SUBJECT OF THE AGREEMENT

1.1. In addition to the abovementioned investment services agreement (hereinafter – «ISA») between the Parties, the Client intends to receive the Investment Advisory service to be provided by the Advisor in the frames of the Advisor’s authorization under the terms hereinafter set out.

2. NATURE OF THE INVESTMENT ADVISORY SERVICE

2.1. The Advisor provides the Client with advice (i.e. recommendations, advisory memos) regarding the Client’s investments in financial instruments in line with the investment strategy specified in Annex I hereto, suitable for his/her investment profile and his/her special investment objectives. The advice shall contain information assisting the Client to carry on investment activities with financial instruments such as «buy» or «sell» (giving the price level) or «make a «model portfolio» of financial instruments or other kind of relevant recommendations on the Client’s investment activity on the Client’s own accord.



2.2. The Client hereby designates and appoints Boson Alfa as his advisor under the present agreement and the Client is satisfied that the Advisor has the relevant qualification and expertise to provide the said advisory services. Thereby, the Client acknowledges and accepts all risks associated with possible failures of such Advisor's recommendations and negative consequences for the Client.

2.3. The advice shall in no way be obligatory for the Client. It remains at full Client's discretion whether to follow or not to follow the Advisor's recommendations when making investment decisions and transactions or refrain from the investment actions at all.

Thus, the purpose of the advisory is to assist the Client to make investment decisions by giving recommendations that the Advisor considers to be the most reasonable at the moment in terms of the certain investment strategy and to the best interests of the Client.

The final choice for effecting investments in Financial Instruments lies with the Client and he/she shall be solely responsible for the non-return of any investments.

2.4. The Advisor shall provide the advisory service by himself, through its designated employees. However, the Advisor has the right to outsource the function of the investment advisory to one or more third parties obeying the following main principles:

- The Advisor shall not delegate any kind of its responsibility before the Client to the third party
- The third party shall be a reputable financial entity authorized in its jurisdiction for the particular service
- The outsourcing shall not affect the quality of services to the Client

3. OPERATIONS

3.1. For the purposes of rendering the Services under this Agreement, Boson Alfa opens a separate investment/brokerage account for the Client in order for him to run investment activity using the advisory services (the advisory (brokerage) account). If the Client chooses to have the advisory account in addition to a «normal» brokerage account he/she has already had or wants to open, the advisory account shall have the same ID number as the «normal» brokerage account but with the «-A» at the end, and shall be separated from the «normal» brokerage account in the Boson Alfa's internal accounting.

3.2. All Client's operations on the advisory account shall be governed by the same investment services agreement (the ISA) between the Parties mentioned above (including the brokerage and related fees agreed therein).

3.3. The Client, acting in the frames of the advisory, whether following the advice or not, makes the trading- and non-trading transactions on his advisory account as on a usual brokerage account under the brokerage agreement.



Thus, as specified in the Investment Services Agreement, the Advisor as the broker shall email the Client the brokerage report on each day when any transaction has taken place.

3.4. The advisory under the present agreement shall be considered only in conjunction with the above-mentioned ISA under which the Client shall make transactions based on the advisory.

3.5. In no way shall the Advisor have relation to any investment activities of the Client carried out through an account rather than the advisory brokerage account opened with the Advisor as the broker.

4. PROCESS OF ADVISORY AND ADVISORY REPORTS

4.1. Communications.

4.1.1. The advice shall be provided through the designated Advisor's email and namely advisory@bosonalfa.com. The Client shall specify his/her email(s) herein correspondingly. For day-to-day operational communications, the Client may also call Boson Alfa on the official phones.

4.1.2. If the Advisor initiates the phone communication with the Client and gives an advice, the Client may ask the Advisor to repeat such advice in the specified form by email thereafter.

4.2. The Advisor shall provide the Client with initial advice aiming to form an initial investment portfolio within 20 (twenty) business days after the advisory (brokerage) account will be opened and funded.

4.3. Regular advice shall be emailed to the Client on monthly basis, within the first 3 (three) business days of the month.

The form of the advice is specified in the Annex II hereto. It shall contain either a model portfolio of financial instruments to be formed by the Client or recommendations on investment actions with certain financial instruments at certain price limits or stipulated by certain probable conditions, or the both. The recommendations shall be as «buy», «sell», «hold» or regarding the corporate events or issuer's offerings or so.

Besides the above, the advice shall contain a short but informative memo on the general situation on relevant market(s), review of material events and factors able to make influence on the Client's portfolio within the specified strategy, analyses of past periods and assumptions for the next one-two weeks or other periods as the case may be.

Nevertheless, the form of the advice, which is specified in the Annex II, can be modified, adjusted or altered.

4.4. Unless otherwise specified or understood as the case may be, the recommendations on the investment actions shall relate to the next nearest period such as a month or until a new advice comes or the market situation obviously changes.



4.5. Besides the regular advice, the Advisor may initiate additional ad-hoc recommendations to the Client depending on the market situation being done either by email or by phone.

4.6. The Client may initiate the communication with the Advisor at any time by either email or telephone. However, the Advisor shall be not obliged to provide the Client with any certain advice anytime, if the communication is initiated by the Client and is not that regular «monthly» advice as specified herein.

4.7. Besides the advice, the Advisor may arrange to provide the Client with analytics and other relevant materials prepared by third parties: financial institutions or respectful public portals of economical information.

4.8. Besides the brokerage reports, a quarterly Advisor's fee report and act of acceptance shall be emailed to the Client reflecting the results of the advisory services for the given quarter (or other period as the case may be). The report shall be emailed to the Client by the end of the month following the reporting quarter.

4.9. If the Advisor has not received any objections from the Client regarding the Advisor's fee report within 5 (five) business days from the day it was emailed by the Advisor, the report shall be considered as accepted by the Client in full.

5. ADVISOR'S REPRESENTATIONS

The advisor hereby represents and warrants to the Client that:

5.1. Boson Alfa is a private company limited by shares duly incorporated and existing pursuant to the laws of the Republic of Cyprus, authorized by the CySEC (CIF authorization № 314/16 dated 20th September 2016).

5.2. Boson Alfa is authorized by its license to provide Investment Advisory Services and has full power and authority to enter into this Agreement.

5.3. The Services under the Agreement are provided based on the rules and principles set forth in the Boson Alfa's Internal Operations Manual.

5.4. In the course of providing the Client with Investment Advice, Boson Alfa obtains the necessary information regarding the Client's knowledge and experience in the investment field relevant to the specific type of Financial Instrument or service, his financial situation and his investment objectives, so as to be able to recommend the investment services and financial instruments that are suitable for his/her situation. This is done in order for the Client to have the possibility to obtain serious, valid and specialized information, which shall enable him/her to proceed with investment decisions and or actions suitable for him/her.

5.5. Boson Alfa shall have the duty to disclose to the Client in an express and clear manner:



(a) Whether Boson Alfa itself and or any associates have any interest in respect of the Financial Instruments or their issuer regarding which the Client requests the provision of Investment Advice. Such duty of disclosure is applicable each time Boson Alfa is an associated firm of the issuer of the Financial Instruments.

(b) Whether Boson Alfa itself and or its associated persons have any interest in the Financial Instruments in respect of which Boson Alfa on its own initiative provides Investment Advice or if the issuer of the Financial Instruments in respect of which Boson Alfa, on its own initiative provides Investment Advice, is a person associated with Boson Alfa.

6. CLIENT REPRESENTATIONS

The Client hereby represents and warrants to Boson Alfa that:

6.1. The Client has the power and authority to enter the Agreement and to take the binding obligations thereunder.

6.2. The Client undertakes the obligation to inform Boson Alfa should there be any change in his particulars, as supplied to the Boson Alfa, on each occasion that he seeks Investment Advice from Boson Alfa.

6.3. The Client has received a copy of the supplementary agreement prior to the date of its signing and that he has had the opportunity to receive advice from a lawyer of his choice should it have been required.

7. DURATION AND TERMINATION OF THE AGREEMENT

7.1. This supplementary Agreement shall come into force on the date written in the Preamble and be in force as long as the corresponding ISA stays in force and the advisory account remains open.

7.2. The order of closing of the advisory account initiated by either party shall be governed by the ISA as such, as well as the internal rules of Boson Alfa.

8. The ADVISOR'S FEES

8.1. As consideration for the Services under the present Agreement, the Client shall pay to the Advisor a fee in the amount of _____ annually (hereinafter referred to as «the Fee», either singular or plural).

8.2. The Client shall pay any value added or similar tax over the amount of the Fee if applicable.

8.3. The Fee shall be calculated for each calendar quarter, and presented to the Client in the form of Invoice with the Act of acceptance as specified herein at the end of each quarter. The Client shall pay the invoice or fund his advisory (brokerage) account within 5 (five) business days after the report is considered accepted by wire transfer to the bank account specified in such Invoice. The Advisor has the option to debit all commissions and fees due and owed to Boson Alfa from the Client's Account(s)



without giving any notification to or obtaining any consent from the Client after the report is considered accepted in case of sufficient funds on Client's account.

8.4. Without prior consent of the Client, the Advisor may unilaterally change the rate of the Fee provided the Advisor notifies the Client of such an amendment by e-mail 10 (Ten) Business Days before the amendment is put into effect. In case the Client does not consent with the new rate of the Fee, he may terminate the Agreement in accordance with the ISA provisions.

8.5. If either the Client or the Advisor terminates the Agreement at any time, then any Fee due at that time to the Advisor shall be paid (withheld) prior to the full withdrawal of the assets out of the advisory account. Thereby, the fee shall be calculated and charged as on the date of the notice of termination of the Agreement.

8.6. The Advisor will notify the Client of any material changes to terms of this agreement by posting updated versions of the Investment Advisory Agreement/Terms of Business on Boson Alfa's Website and unless Boson Alfa notifies the Client otherwise, any such amendment shall take effect after 10 (Ten) Business Days from the date of posting updated versions of the Investment Advisory Agreement /Terms, provided that no variation shall affect Transactions executed prior or to the time of such variation.

9. LIABILITIES, INDEMNITIES

9.1 The advisor shall not be liable for any expenses, loss, damages or liability suffered by the Client in connection with the Advisor's performance hereunder, unless such expenses, loss, damages or liability result from the willful misconduct, or gross negligence on the part of the Advisor.

9.2. The Advisor cannot be responsible for nor can the Advisor guarantee to the Client any particular result of the advisory (the value, return, non-loss, loss-limit on the Client's investment portfolio etc.) or reimburse to the Client for non-achievement of such a result, either on a particular date or for the whole acting period of the Agreement.

9.3. The Client shall indemnify and keep indemnified and hold harmless Boson Alfa and each other «Indemnified Person» (being Boson Alfa and any subsidiary undertaking or associated undertaking or affiliate thereof and any of their respective directors, officers, employees or agents) from and against any and all actions, claims, demands, proceedings or judgments (collectively «claims») and any and all losses, liabilities, damages, costs, charges and expenses (collectively «losses») of whatever nature and in whichever jurisdiction, which may be instituted, made or alleged against, or are suffered or incurred by, Boson Alfa or any other Indemnified Person, which relate to or arise from the provision of the Services hereunder and shall pay to the Indemnified Person on demand at any time and from time to time the amount of any such claims or losses except for claims and losses, which have been judicially finally determined by a court of competent jurisdiction to have been caused by willful misconduct and/or gross negligence on the part of Boson Alfa.



10 GOVERNING LAW

10.1. This Agreement shall be construed in accordance with the Cyprus law. Specifically, it incorporates the provisions of the Market in Financial Instruments Directive and the requirements of the legislative acts of CySEC.

10.2. Any dispute arising out of or in connection with the Agreement, including any issue of its existence, validity or termination, shall first be the subject of amicable negotiations between the Parties.

10.3. If any dispute should arise in relation to this Agreement and such dispute cannot be resolved within 30 (thirty) Business days by negotiation between the Parties, such dispute shall be referred to and finally resolved by the courts of Cyprus.

ANNEXES

Annex I. INVESTMENT DECLARATION

Annex II. INVESTMENT ADVICE FORM

For and behalf of
BOSON ALFA LTD

For and behalf of

Name:

Name:

Title:

Title:



Annex I. INVESTMENT DECLARATION

This investment declaration is made on the basis of the strategy_____ approved by Boson Alfa for purpose of portfolio management, adapted to the nature of the service of the investment advisory.

For the purposes of this Agreement the Client and the Advisor agree that the Investment Advisory is conducted in accordance with the strategy _____.

An investment objective is _____.

As the final investment decision is always left at the discretion of the Client, there are no special requirements or restrictions or prohibitions in respect of the Client’s following the strategy or not.

Description of the Investment Strategy:

For and behalf of
BOSON ALFA LTD

For and behalf of

Name:
Title:

Name:
Title:



Annex II. INVESTMENT ADVICE FORM

Client	
No. and date of Investment Advisory agreement	
Strategy	
Date of recommendation	

Market review and General Advisor's comments

Trading recommendations (advice):

Issuer	Instrument	Recommended investment actions	Quantity (if applicable)	Price limit	Recommended date or period to perform action(if applicable)	Notes

Recommended model portfolio

Issuer	Instrument	Recommended holding %% in portfolio	Notes

Other notes