

ACCOUNT AGREEMENT

The account agreement for a deposit account (hereinafter: **agreement**) is concluded in Tallinn on
by the following parties:

- (1) Nasdaq CSD SE, company registered in the Republic of Latvia under the registry code 40003242879, legal address Valņu Street 1, Riga, LV-1050, Latvia, operating through its Estonian branch, registry code 14306553, legal address Tartu mnt 2, Kesklinn city district, Tallinn, Harju County, 10145 (hereinafter: the **depository**); and
- (2) _____ company registered in Estonia, registry code _____, legal address _____
(hereinafter: **issuer**), hereinafter jointly referred to as **parties** and separately as **party**.

Application of rules and ordering services

1. All the terms used in the agreement have the meaning ascribed to them in the rules of Nasdaq CSD, unless expressly provided otherwise. The depository has the right to amend the rules of Nasdaq CSD (incl. reference documents, e.g. the documents referred to in clause 2.2.3 of the rules, and the price list) (hereinafter: **rules**) without the approval of the issuer. If the depository amends the rules (incl. the reference documents) after the agreement has been concluded, the amended rules (incl. reference documents) shall apply to the agreement after these have been published on the website of the depository and if a procedure for amendment has been provided for in the respective documents, taking into account these provisions.
2. The issuer confirms that they have examined the rules in effect (incl. the price list) before signing the agreement and by signing the agreement, they order the service of opening and managing a deposit account provided for in § 6¹ of the Securities Register Maintenance Act (hereinafter: **deposit account**), as well as accounting services related to the deposit account, and shall comply with the rules (incl. the price list and other relevant reference documents), which the depository may unilaterally amend from time to time and which shall be deemed as an annex to the agreement after making the amendments and publishing these on the depository's website. Among others, the issuer agrees to pay for services and compensate for the related costs in accordance with the depository's price list.
3. In matters not regulated in the agreement, the rules shall be applied to the extent which by nature is compatible with the nature and regulation of the deposit account, whereas, the issuer shall be subject to the provisions concerning the issuer in the rules.

Opening a deposit account

4. The issuer confirms that they have the right and required authorisation to enter into this agreement on their own behalf and for opening a deposit account on behalf of the shareholder (hereinafter: **account holder**).
5. Under the agreement the depository shall register the account details specified on the application for opening an account and shall open a deposit account in the name of the account holder in central securities depository.
6. The depository shall not open a deposit account before:
 - 6.1. the issuer has submitted to the depository the application for opening a deposit account and the order to transfer securities to the deposit account and supplementary data and documents to the extent that satisfies the depository about shareholders who are residents of a foreign country, if this is necessary for compliance with requirements regarding tax information exchange or other requirements arising from law;
 - 6.2. the issuer has submitted to the depository information about the account holder in relation to the application of due diligence measures and the account holder or their legal representative has confirmed the correctness and completeness of this data by their signature; and
 - 6.3. the issuer has submitted to the depository information about the issuer in relation to the application of due diligence measures and the legal representative of the issuer has confirmed the correctness and completeness of this data by their signature;

- 6.4. the issuer has submitted to the depository other documents and data requested by the depository and carried out activities requested by the depository, incl. paid the fees related to opening the account as set forth in the price list.
7. The depository has the right, at their own discretion, to open a deposit account pursuant to the procedure provided for in § 27(1) of the Money Laundering and Terrorist Financing Prevention Act (hereinafter AML/CFT Act) before the application of due diligence measures specified in § 20(1)(1)-(3) of the AML/CFT Act has been completed or after the application of all due diligence measures has been completed.

Submission of orders, applications and other documents and data

8. All applications and orders, claims and other documents related to the deposit account shall be submitted to the depository by the issuer. The issuer confirms that they have informed the account holder that the account holder may submit applications, orders or other documents only through the issuer. The issuer shall ensure that they have the right and required authorisation to submit the respective applications, orders or other documents on behalf of the account holder and the content of all documents submitted and to be submitted in future by the issuer corresponds to the intention of the account holder. The depository may demand that the correctness of data or documents is also confirmed by the representative of the account holder.
9. The issuer ensures that any written documents, requests, instructions and other written communication, including vis e-mail, to the depository (hereinafter jointly: **documents**), are signed by a person (hereinafter: **designated person**) duly authorised by the issuer. If designated person has no means to provide digital signature recognised by the depository, the issuer provides a specimen of signature of each of their designated persons in the form provided by the depository (hereinafter: **specimen of signatures**). In case the designated person has changed, the issuer promptly notifies the depository of such change in writing. Before the depository has received such notification of change, the depository is entitled to rely on the authorisation of the designated persons that is valid before such notification.
10. The depository has the right to request the submission of documents and data in a format and manner accepted by the depository, incl. the submission of documents in a specific format, submission of documents issued in a foreign country in a legalised format or certified with an apostille (unless provided otherwise by an agreement between the Republic of Estonia and the respective foreign country), the translation of a document that is in a foreign language into Estonian or another language accepted by the depository, confirmation of the correctness of data by the account holder, use of templates established by the depository etc.
11. The issuer confirms that they are aware and have notified the account holder of the consequences arising from the submission of inaccurate data, incl. that the submission of inaccurate data to the depository is punishable pursuant to criminal procedure.

Limited use and temporary nature of the deposit account

12. Only shares issued by the issuer who requested opening the deposit account can be transferred to the deposit account only upon the registration of the shares in the depository.
13. Shares can be transferred from the deposit account only to a securities account opened in the Estonian settlement system.
14. The depository enables securities transfers to and from the deposit account only if compliance with the requirements of the prevention of money laundering and terrorist financing and of the implementation of international sanctions is ensured (unless provided otherwise in legal acts). Due to this, the account holder cannot, among others, dispose of the securities on the deposit account until the due diligence measures have been, according to the depository's estimate, duly applied in full.
15. A financial collateral provided for in § 314¹ of the Law of Property Act cannot be established on the securities on the deposit account.

16. The deposit account is temporary by its nature. If a securities account is opened in the register for the account holder, the securities on the deposit account shall be transferred to the securities account, whereas, the issuer shall give to the depository and the account holder to the account operator the orders necessary to transfer the balance of the deposit account.
17. The depository shall close a deposit account without any shares without a separate order.
18. The issuer confirms that they and the account holder are both aware of the limited use of the deposit account and its temporary nature, incl. the conditions and limitations set forth in clauses 12-17.

The depository's right upon prevention of money laundering and terrorist financing and implementation of international sanctions, notification obligation of the issuer

19. For the purposes of prevention of money laundering and terrorist financing and implementation of international sanctions, the depository applies due diligence measures (hereinafter: **due diligence measures**) in order to prevent money laundering and terrorist financing and perform obligations arising from international sanctions law. In order to perform these obligations, the depository has, among others, the right to:
 - 19.1. regularly request and verify (incl. from independent sources) data and documents required for the application of due diligence measures, incl. data and documents to identify the account holder and their representatives, verify the right of representation, identify beneficial owners, also demand and verify data and documents about the issuer and account holder, their activity, objective and nature of transactions, counterparty of transactions, representative, beneficial owner or other persons related to the transactions, origin of property, funds or wealth, demand documents that constitute the basis of transactions (e.g. sales-purchase documents of securities etc.);
 - 19.2. demand the submission of other data and performance of activities that the depository considers necessary for the application of due diligence measures;
 - 19.3. establish temporary or permanent limitations for the use of the depository's services, incl. limit the disposal of securities.
20. The depository has the right to not perform the issuer's order if the requests of the depository set forth in clause 19 have not been complied with, taking into account, among others, the provisions of clauses 9, 10 and 11.
21. In order to perform the obligations specified in clause 19, the depository shall collect and process the personal data of, among others, the issuer and account holder (but also persons related to them and their transaction partners). Whereas, the depository shall collect personal data from the issuer, account holder and other (incl. independent) sources. The depository shall process personal data in accordance with the applicable legal acts and Nasdaq's privacy policy.
22. The depository may partially outsource the performance of obligations specified in clause 19 from a cooperation partner, in which case such cooperation partner also collects and processes personal data, whereas the depository may demand that the issuer (or in relevant cases the account holder or their representative) communicates directly with the cooperation partner with regard to the application of certain due diligence measures, incl. submits required data and documents directly to the service provider.
23. The issuer shall immediately notify the depository if the beneficial owner (or beneficial owners) of the issuer or account holder changes.
24. The issuer confirms that they have informed the account holder of the conditions provided for in clauses 19-23 and the account holder agrees to the respective conditions.
25. The issuer confirms that they understand and have notified the account holder that the depository has an obligation to, in cases and pursuant to the procedure provided for in the Money Laundering and Terrorist Financing Prevention Act and the International Sanctions Act, notify the Financial Intelligence Unit and

apply certain measures, incl. refuse to establish or continue a business relationship and/or conduct or complete a transaction in cases provided for by the law, including, but not limited to, cases where it is not possible to apply certain due diligence measures (incl. because necessary information is not submitted to the depository, incorrect or incomplete information is submitted etc.) or where the depository suspects money laundering or terrorist financing or suspects that the person is subject to international financial sanctions.

Submission and execution of orders

26. Unless otherwise provided by the agreement (incl. the rules), rules established by a competent authority or applicable law, the depository executes securities transactions and other operations and provides services related to the deposit account only on the basis of an order given by the issuer on each occasion, which specifies the data and conditions required by the depository for the execution of the order.
27. In cases provided for by the law, the depository shall execute the lawful orders of bailiffs, trustees in bankruptcy, pledgees or other entitled persons concerning transactions related to the deposit account and/or the securities on it and other activities.
28. The depository has the right, but not the obligation, to execute an order given by issuer with defects if the execution of the order is reasonably practicable.
29. For the purpose of initiation of a securities transaction, the issuer shall submit an order to the depository, where the issuer shall specify the essential terms and conditions of the securities transaction and other data requested by the depository. The issuer shall have to verify that the data in the order is correct and ensure that they have the right and required authorisation to submit the respective order and the content of these corresponds to the intention of the account holder. The depository may establish a mandatory format and manner for the submission of the order and amend these.
30. The depository accepts orders on all business days during the regular business hours of the depository. The depository may specify the time and procedure for accepting orders.
31. Upon receiving an order, the depository has the right to specify the conditions of the order, request additional data or documents.
32. The depository has the right to refuse to accept or execute an order if:
 - 32.1. the order does not comply with the requirements established by the depository or arising from legal acts;
 - 32.2. the depository considers the acceptance or execution of the order impossible (e.g. the securities specified in the order are not on the deposit account; the order is submitted to transfer to the deposit account securities to be registered but the securities are not registered);
 - 32.3. the issuer has outstanding obligations to the depository in relation to the deposit account (e.g. outstanding service fee, fee for the execution of an order or unsubmitted data or documents);
 - 32.4. other grounds for refusal to accept or execute an order occur as provided for in the rules, procedure established by a competent authority or legal act, e.g. the account or securities have been blocked or seized, the application of due diligence measures has not been completed, the data or documents required under clause 31 have not been submitted on time etc;
 - 32.5. the order has been cancelled.
33. The issuer may request the amendment or cancellation of a submitted order by submitting the respective request to the depository. The depository has the right, but not the obligation, to satisfy the issuer's request if the amendment or cancellation of the order is possible (above all, if the order has not yet been executed). An order given irrevocably or without the right to amend cannot be amended or cancelled.

34. Before the execution of an order or in the course of execution of an order, the depository has the right to consider the order as having been cancelled by the issuer if:
 - 34.1. the issuer submits a request for the amendment of the order which can be satisfied (thereby the request for the amendment of the order is treated as a new order);
 - 34.2. the term of the order has expired;
 - 34.3. within a reasonable term, the issuer has not eliminated a circumstance serving as the basis for the depository's refusal to accept or execute the order, or forward it;
 - 34.4. the execution of the order is impossible according to the depository's estimate (including in cases where the issuer cannot eliminate the circumstances specified in clause 34.3).
35. If securities that the account holder was not entitled to are accrued on the deposit account, the issuer shall immediately notify the depository thereof and refrain from giving orders in relation to such securities until receiving further instructions from the depository.
36. By the entry into the deposit account agreement, the issuer gives the depository the order in the case of a transfer made to the deposit account in error or in some other way without legal basis or in the case in error or regardless of the existence of a legal basis a transfer has not been performed, to make an appropriate correction entry on each occasion and in a justified case, adjust the amount of securities indicated on the transaction order or other conditions.

Information about securities on the deposit account

37. The depository shall register transactions made via a deposit account as well as the rights and obligations related to the securities on the deposit account, including the rights of third parties entered in the securities register.
38. The depository shall preserve the data and documents related to a deposit account for at least the minimum term set forth by the law.
39. The depository shall make available to the issuer extracts related to the deposit account to the extent provided for by the law and pursuant to the procedure established by the depository.

Cancellation of securities

40. If the securities on the deposit account are cancelled, the depository has the right to delete the securities from the deposit account without a separate order.

Blocking a deposit account

41. The depository has the right to block in part or in full the use of a deposit account and/or the securities on it if:
 - 41.1. this is necessary for the execution of the issuer's order;
 - 41.2. the issuer or account holder repeatedly or to a significant extent breaches their obligations arising from the agreement (incl. the rules), legal acts or a special agreement related to the deposit account;
 - 41.3. the issuer's or account holder's acts or omissions (including refusal to provide the required information) substantially limits or impedes, in the depository's opinion, the exercising of the rights and/or the performance of the obligations arising from the agreement (incl. the rules) and/or legal acts;
 - 41.4. the case provided for in clause 50 occurs;
 - 41.5. other circumstances occur which, pursuant to the agreement (incl. the rules), applicable legal acts or rules established by a competent institution, may serve as the basis for blocking the deposit account and/or the securities.

42. Upon blocking a deposit account and/or securities, the depository shall partially or fully suspend the service of the respective deposit account. The blocking of the deposit account and/or securities shall not release the issuer from the performance of the obligations provided for by the agreement, including the obligation to pay the service fee and compensate for the expenses.
43. If a circumstance that constituted as the basis for blocking ceases to exist, the depository shall continue to service the deposit account. If the depository has submitted to the issuer an application for the cancellation of the agreement, the depository shall not be obliged to execute any orders other than the order to transfer securities from the deposit account and the order to close the deposit account.

Term and termination of agreement and closing the deposit account

44. The agreement enters into force upon its signing by both parties and terminates upon the closing of the deposit account. In case the depository refuses to open the deposit account, the agreement terminates upon notifying the issuer about the refusal. Conditions that by their nature are intended to remain in effect after the termination of the agreement shall remain in effect after the termination of the agreement. For the sake of clarity, termination of the agreement shall not affect the performance of obligations that have fallen due before the termination of the agreement.
45. In addition to other grounds provided for by the law, the depository has the right to refuse to open a deposit account if regardless of the collected documents and data, the depository is of the opinion that opening the deposit account is related to an excessively high risk of money laundering or terrorist financing, also in case the senior management of the depository does not grant the approval pursuant to §41 (1)(1) or 39(1)(5) of the AML/CFT Act to establish a business relationship, in case of a politically exposed person, their family member or person thought to be a close associate or in case of high-risk third country. In such case, the agreement terminates in accordance with the second sentence of clause 44.
46. If a securities account is opened for the account holder in the register, the issuer shall submit to the depository and shall ensure that the account holder submits to its account operator the order to transfer the securities on the deposit account to the securities account.
47. The depository closes the deposit account without a separate order once there are no securities on the deposit account.
48. The issuer has the right to cancel the agreement by submitting a written application to the depository if there are no securities on the deposit account and the issuer does not have any obligations to the depository in relation to the deposit account.
49. The depository has the right to cancel the agreement by submitting a respective written application to the issuer and to close the deposit account:
 - 49.1. if the depository has issued a warning to the issuer in relation to a material breach of an obligation under the agreement and the breach has not been duly eliminated during the term granted for eliminating the breach;
 - 49.2. if the issuer has a debt to the depository during three consecutive months in connection with the deposit account and the issuer has not paid the debt within 5 days after the depository has issued the respective warning;
 - 49.3. if circumstances occur which according to the depository's reasoned opinion significantly affect the issuer's capability to perform their contractual obligations, notifying about the termination of the agreement in writing 30 days in advance;
 - 49.4. on other grounds provided for in the law, the rules or a special agreement related to the deposit account.
50. In case the depository has submitted an application to the issuer for cancellation of the agreement, the issuer shall give an order to the depository, within a reasonable term determined by the depository, to transfer all the securities from the deposit account and ensure that the account holder or another person

to whose account the securities are transferred gives respective orders to their account operator. If the respective orders are not given by the term set by the depository or the securities are not transferred from the deposit account by the term set by the depository for some other reason, which the depository is not liable for, the depository may block the deposit account and the securities on it.

Liability

51. The liability of the depository, issuer and account holder are subject to the provisions of the rules. For the sake of clarity, the above shall not limit or preclude the application of limitations of liability arising from legal acts.

Fees and invoices

52. The issuer agrees that all invoices issued by the depository under this agreement are prepared in electronic format and sent to the e-mail address of the issuer provided in the application for opening a deposit account and the order to transfer securities to the deposit account (unless the issuer notifies the depository of a different e-mail address in accordance with the rules). Before the depository has received such notification of change, the depository is entitled to send invoices to the stated e-mail address.

53. The issuer agrees to accept electronically received invoices via e-mail with no signature.

Final provisions

54. This Agreement is governed by Estonian law and any dispute hereunder shall be settled in the same manner as under clause 2.18 of chapter I of the rules.
55. This agreement may be signed digitally, or it may also be signed by using hand-written signatures, in which case the agreement is executed in two counterparts, one for each party.

ISSUER

Given name and surname (capital letters)

Basis of right of representation

Signature

Date

DEPOSITORY

Given name and surname (capital letters)

Signature

Date