

## INVESTMENT CONSULTANCY FRAMEWORK AGREEMENT

Contract Serial No.	:
Account Number	<b>:</b>
Date	
PARTIES	
In this Agreement, "I	BROKERAGE FIRM" and "INVESTOR" together are referred to as "PARTIES'
will be referred to as.	
<b>BROKERAGE</b> : S	ARDIS GLOBAL LTD. (BROKERAGE FIRM)
TITLE	
ADDRESS : Ulica VI	adike Vasariona Borilvica, ulaz H, stan br.3 Podgorica Montenegro 81000 -382 68 437 565
INVESTOR	
NAME SURNAME /	TITLE :
ADDRESS	:
PHONE NUMBER	<b>:</b>
E-MAIL TR IDENTITY NO	: :

# SUBJECT AND SCOPE

The subject of this Agreement from the side of BROKERAGE FIRM,

- a) To provide guiding comments and recommendations on all investment instruments, including capital market instruments, and the partnerships that issue them, and other matters.
- b) Analysis of the balance sheets of the legal entity INVESTOR within the framework of asset-liability management, separating income sources, determining financing options, making written or verbal comments and recommendations on issues such as development of their financial profile by identifying and reducing risks or increasing revenues.
- c) Covering the financing needs of the INVESTOR from domestic and foreign markets, Determining alternative financing strategies, to provide written or verbal comments and recommendations on protection from financial risks and to conduct studies that require financing and will provide financing,



d) It is a contract regarding the regulation of the investment consultancy service provided by giving written or verbal comments and recommendations and the procedures and principles regarding the other rights and obligations of the parties, in the process of restructuring activities and liquidation related to mergers, divisions, acquisitions and establishment of business partnerships and similar changes in capital or partnership structures.

#### **PROVISIONS**

## I. PRINCIPLES REGARDING ACCOUNT OPENING PROCEDURES

Customer Identification Form, Investment Services and Activities General Risk Notification Form and Investment Consultancy Services Identification Form

- 1. Information regarding the INVESTOR's risk and return preferences, investment objectives, financial status and proxy/authorized persons, if any, are included in the "Customer Identification Form". The information in this form continues to be valid until the INVESTOR notifies the BROKERAGE FIRM in a written way of any changes of the information in this form.
- 2. The identity information of the INVESTOR has been issued based on the ID Card/Driver's License/Passport for Turkish nationals, a copy of which is annexed to the Agreement, a passport, residence document or identity document deemed appropriate by the Ministry for non-Turkish nationals and documents regarding registration in the trade registry for legal entities. The residence and business addresses of the INVESTOR, all telephone, fax numbers and internet addresses included in the Agreement and its annexes have been written based on the declaration of the INVESTOR.
- **3.** The INVESTOR declares and undertakes that the identity information and other information in the "Customer Identification Form" submitted are accurate and complete, that he/she will compensate the BROKERAGE FIRM for all losses it may incur due to the declarations made within the scope of this Agreement not reflecting the truth, and that the capital market instruments and cash deposited and to be deposited into his/her account are not "proceeds of crime" within the framework of Law No. 5549 and were not obtained due to the commission of acts constituting the crime of laundering proceeds of crime.
- **4.** The risks inherent in investment services and activities have been notified to the INVESTOR by the BROKERAGE FIRM with the "Investment Services and Activities General Risk Notification Form" before signing this Agreement and a copy of the form has been given to the INVESTOR. And a written declaration has been received from the INVESTOR that this form has been read and understood



**5.** The INVESTOR declares that he/she has read and understood the Investment Consultancy Services IntroductionForm given to him/her by the BROKERAGE FIRM before signing this contract and that he/she has subsequently signed this contract and received a copy of the form.

#### II. PRINCIPLES REGARDING THE PROVIDING OF INVESTMENT CONSULTANCY SERVICES

# **Principles Regarding the Presentation of Recommendations**

- **6.** The BROKERAGE FIRM gives investment recommendations verbally over the phone or by sending an e-mail to the e-mail address provided by the INVESTOR. However, if the INVESTOR requests, investment recommendations may be conveyed to the INVESTOR in written/verbalform on a daily/weekly/monthly basis.
- **7.** Upon the request of the INVESTOR, detailed and reasoned reports may be prepared on issues outside the scope of these reports. However, the BROKERAGE FIRM reserves the right to refuse to prepare a report on the requested subject and may request a separate fee for such reports.



# **Risk and Liability**

8. The BROKERAGE FIRM does not guarantee to provide a return to the INVESTORS in any way regarding the investment advice it gives . The INVESTOR accepts, declares and undertakes that investing in capital market instruments involves a certain risk, that capital market instruments are affected by social and economic events and that they may experience sudden value loss, and that as a result of the Investment Advisory service, profits may be made as well as losses may be incurred. The INVESTOR accepts, declares and undertakes that the BROKERAGE FIRM and the Authorized Investment Advisors cannot be held responsible for the investment advice given to him/her and the transactions made by the BROKERAGE FIRM through Authorized Investment Advisors as long as they fulfill their duty of care.

# **Principles Regarding Investment Consultancy**

**9.** While providing investment consultancy services, the **BROKERAGE** FIRM complies with the investment consultancy principles determined in the Capital Markets Board circulars and detailed in the attached document.

## III. PRINCIPLES REGARDING THE TESLAY MODEL CAMPAIGN

- **10.** You can participate in this campaign organized by Sardis Global LTD. between 15.09.2024 and 30.12.2024.
- **11.** In order to participate in the campaign, INVESTORS must participate by opening an account with Sardis Global LTD. with the necessary documents.
- 12. Transactions made at a company other than Sardis Global LTD. cannot be included in the campaign.
- **13.** The result will be determined by Sardis Global LTD., taking into account the specified number of volumes and products.
- **14.** Account type features that will be valid for the campaign cannot be changed. (Information about the TESLACAMPAIGN account type with 1/400 leverage-swap-commission can be obtained from the investment specialist and our website.)
- **15.** The calculation will be made based on the volumes closed within 365 days as of the campaign participationdate. Volumes that will occur after 365 days cannot be included in the campaign as they will exceed the campaign date.
- 16. There will be no investment withdrawal limitations on INVESTORS' accounts during the campaign.
- **17.** The rules required to earn entitlement after participation in the campaign by the relevant INVESTOR, once the participation conditions are met;
- a. The volume determination for the 10,000 volumes transaction target is Sardis Global LTD. and the lot target can be followed live by the INVESTOR via the panel and SardisApp.
- b. The maximum bonus amount that can be defined in the accounts of INVESTORS requesting a bonus is 20% of their investments, and it will not be possible to define a bonus exceeding 20%.



- c. Closing in less than 120 seconds from the date of opening the transaction, regardless of profit or loss. The volume of the positions will not be included in the total lot volume.
- d. The products included in the campaign are indices, commodities/precious metals and parities.
- e. In case of opening a reverse transaction (full hedge) in the same volume and product without closing the open position in one direction, the volume will not be included in the total lot. Fullyhedged positions will only be included in the one-time count.
  - **18.** Different INVESTOR accounts cannot be combined as of the start of the campaign. The earned right cannot be transferred to another INVESTOR account.
  - **19.** Employees of Sardis Global Ltd. and its subsidiaries, customers subject to administrative or legal follow-up at Sardis Global LTD. as a result of technical review as of the campaign end date, employees of Sardis Global LTD. and those under the age of 18 cannot participate in the campaign, and their prizes will not be given even if they participate and win. All tax and legal liabilities belong to the winners. Everyone who participates in this draw is deemed to have accepted the above conditions.
  - **20.** The rewards of the INVESTORS who have completed the target lot amount will be deposited into the relevant account within 10 business days, in a withdrawable manner at the current market price via the TESLA website (https://www.tesla.com/modely/design#overview).
  - 21. Sardis Global LTD reserves the right to cancel the campaign even if it detects abuse of the campaign.

# **IV. OTHER PROVISIONS**

#### **Notifications**

- **22.** Notices, notifications not subject to any other article of this Agreement shall bemade to any of the Parties' addresses specified in this Agreement by registered mail or by hand delivery via courier or by sending an e-mail to the e-mail address provided by the BROKERAGE FIRM and the INVESTOR in the "Customer Identification Form".
- 23. The Parties accept and undertake that the addresses specified in this Agreement and its annexes are their legal notification addresses and that the specified telephone and fax numbers are valid and up-to-date numbers that are still in use; that they will notify the other Party in writing of any changes that may occur in the said addresses or numbers, and that if the change is not notified to the other Party in writing, notifications to be made to the addresses and fax numbers specified herein will have all the provisions and consequences of a legally valid notification.
- **24.** The BROKERAGE FIRM is not responsible for any damages caused by third parties providing services such as postal service, internet service provider, courier, insurance company, etc., provided that the necessary care is taken in its selection.



## **Processing of Personal Data**

- **25.** THE BROKERAGE FIRM is obliged to provide the information and documents requested by the authorized publicinstitutions regarding the INVESTOR and its transactions.
- **26.** If the BROKERAGE FIRM purchases services from outside within the framework of capital market legislation, it may transmit customer information to the institution providing the service in accordance with capital market legislationand other legal regulations.

#### **Commercial Electronic**

**Message 27.** The INVESTOR declares and accepts that he/she approves the BROKERAGE FIRM sending him/her "Commercial Electronic Message" for the purpose of promotion and marketing of the activities and services offered bythe INTERMEDIARY FIRM.

# **Days Not Deemed to Be Business**

**Days 28.** The INVESTOR accepts that the BROKERAGE FIRM will be closed on national holidays, weekends and general holidays and that these days will not be deemed as business days in relations with the BROKERAGE FIRM. The BROKERAGE FIRM is authorized to determine daily working hours as it wishes.

# **Evidential Nature of Brokerage Firm Records**

**29.** The INVESTOR accepts and declares that all telephone conversations with the BROKERAGE FIRM officials and personnel may be recorded and that these records will be considered exclusive evidence.

### **Prohibited Actions in INVESTOR Transactions**

- 30. INVESTOR must perform transactions via a single device.
- **31.** The INVESTOR must inform the institution if he/she makes a device change.
- **32.** Actions that are defined as prohibited transactions in financial markets (arbitrage, taking advantage of price gaps, collateralizing the entire balance, equalizing positions in sub-accounts in addition to the main account) are prohibited.

#### **Force Majeure**

**33.** The INVESTOR shall be liable for economic, social or other consequences that may arise in Turkey and/or in the countries where the transactions are carried out by the BROKERAGE FIRM.



The Investor accepts that it may not be able to fulfill its obligations arising from this Agreement and that it will not have any liability towards the INVESTOR due to reasons such as political unrest, regional and/or global wars that may significantly affect the activities of the BROKERAGE FIRM, national, regional or global economic crises and fluctuations, restrictions that may be imposed on the exchange regimes, commodity and precious metal markets of Turkey or other countries, natural disasters and extraordinary market conditions or legal regulations that may be made in Turkey and other countries, dispositions of public authorities or other events or reasons that cannot be predicted in advance and overcome by showing the necessary care ("Force Majeure").

This "Investment Consultancy Framework Agreement" consisting of 37 articles , written in a languagethat is clear enough for the INVESTOR to understand and printed in font sizes that can be easily readby the INVESTOR, and which is free of dispute between the Parties , has been drawn up in a single copy, accepted and signed by the Parties, and a copy containing the stamp and signature of the INTERMEDIARY FIRM regarding its authenticity has been delivered to the INVESTOR.

INVESTOR	SARDIS GLOBAL
Name Surname / Title:	Authorized Name and Surname / Signature:
Place / Date:	
Signature:	Authorized Name and Surname / Signature:



**ANNEX - 1** 

## INVESTMENT SERVICES AND ACTIVITIES GENERAL RISK NOTIFICATION FORM

Important Note

As a result of the transactions you make in the capital markets, you may make a profit, but you also run the risk of loss. Therefore, before deciding to make a transaction, you need to understand the risks you may encounter in the market and make adecision by taking into account your financial situation and restrictions.

For this purpose, you need to understand the following points included in the risk notification form.

Risk Notification

In addition to the matters specified in the "Framework Agreement" to be signed with the investment institution you will be transacting with, it is very important that you understand the following matters.

- 1. Capital market transactions are subject to risks at various rates. As a result of price movements in the market, you may loseall of the money you have invested in the investment institution, or your losses may even exceed the amount of money you have invested, depending on the type of transaction you will make.
- 2. You should take into consideration that the information and recommendations that the investment institution will provide toyou regarding your transactions in the markets may be incomplete and in need of verification.
- 3. It should be taken into account that the technical and fundamental analysis to be made by the authorized personnel of the investment institution regarding the purchase and sale of capital market instruments may differ from person to person and that the predictions made in these analyses may not be fully realized.



#### ANNEX - 1

- 4. It should be known that in transactions made in foreign currencies, in addition to the risks listed above, there is an exchange rate risk, that there may be a loss of value in Turkish Lira due to exchange rate fluctuations, that states may restrict foreign capital and foreign exchange movements, that they may impose additional and/or new taxes, and that purchase and sale transactions may not be completed on time.
- 5. Before you start your transactions, you should get confirmation from your investment institution about all commissions and other transaction fees that you will be liable for. If the fees are not stated in monetary terms, you should request a written explanation that includes clear examples of how the fees will be reflected to you in monetary terms.

This capital market transactions risk notification form aims to inform the customer about the existing risks in general and may not cover all risks that may arise from the purchase and sale of capital market instruments and their application. Therefore, you should conduct careful research before directing your savings to such investments.

I accept and declare that I have read and understood all the above issues; that I have signed this "General Risk Notification Form for Investment Services and Activities" of my own free will for any losses that may arise due to the fault or negligence of the Intermediary Institution/Bank during the implementation of these principles, and that I have subsequently signed the Agreement and received a copy of the Form.

Customer Name Surname/Title:	
History:	
Signature:	

Note: The risk notification form can be prepared in printed form. It is sufficient for the customer to sign this form with the phrase "Ihave read and understood".



ANNEX - 2

# INVESTMENT CONSULTANCY SERVICES INTRODUCTION FORM

# I Principles Regarding Investment Consultancy Activities

During the execution of investment consultancy activities of the BROKERAGE INSTITUTION;

- a) They cannot give advice to their customers based on unrealistic, false, misleading or exaggerated information,
- b) The comments and recommendations provided do not include misleading, deceptive, exploitative, incorrect, unrealistic or subjective and exaggerated expressions such as "the most robust", "the best", "themost reliable".
- c) They must base their investment recommendations on reliable documents, supporting reports and analyses, and if they have any doubts about the accuracy of the sources in question, they must clearly state this in their recommendations.
- d) They cannot give any guarantee that a certain predetermined return will be provided to the customers regarding the investment advice given.
- e) They may include any kind of forecasts, estimates and price targets, by clearly stating that these are forecasts, estimates and price targets, and they shall inform the Customer of all the significant assumptions used in their creation,
- f) In case of a direct or indirect conflict of interest between themselves and their customers, they are obliged to primarily look after the interests of their customers and, if conflicts of interest between customers cannot be prevented, to treat their customers fairly.



II. Information and Recommendations to be Provided to the Client within the Scope of Investment Consultancy Information Sources, Investment Strategies and Analysis Methods Used in Its Creation

The company and macroeconomic reports prepared by the research unit will form the basis for the creation of information and recommendations to be presented to the client. In addition, technical analysis methods will be used to follow daily market information and create short-term strategies.

# IIIPrinciples Regarding the Form of Presentation of Information and Recommendations to the Customer

The BROKERAGE FIRM mainly gives investment recommendations verbally over the phone or sending an e-mail to the e-mail address provided by the INVESTOR. However, if the Investor requests, investment recommendations can also be sent to the Investor in writing on a daily, weekly or monthly basis.

Upon the investor's request, detailed and reasoned reports may be prepared on subjects outside the scope of these reports. However, the BROKERAGE FIRM reserves the right to refuse to prepare a report on the requested subject and may charge a separate fee for such reports.

#### IV Potential Conflicts of Interest

SARDIS Global, in terms of its field of activity, is engaged in the purchase and sale of capital market instruments that constitute the subject of this agreement on its own behalf and for its customers' accounts.

Customer Name Surname/Title	<del>)</del> :		
History:			
Signature:			