

ACCESSION AGREEMENT

This Accession Agreement (hereinafter – “**Agreement**”) is entered into on _____ (hereinafter – “the “**Effective Date**”) by and between:

Portfolio Manager / Broker:	
Company name	Orkendeu Ltd.
Registration number	HT00225010
License	BFX2025019
Address	P.B. 1257 Bonovo Road, Fomboni, Comoros, KM
Phone number	_____
Email:	support@orkendeu.com
And	_____
Client:	
Company name / Name Surname	_____
Registration number / Passport or ID	_____
Address	_____
Name of Authorized representor	_____
Phone number	_____
Email:	_____

hereinafter shall collectively be referred to as the “Parties”,

1. Engagement. In accordance with this Accession Agreement and under the terms and conditions set forth below, the Portfolio Manager shall provide the following service under request of the Client:

- a. Investment Services.
- b. Financial Advisory Services.
- c. Financial Planning Services.
- d. Brokerage Services.
- e. Custody Services.
- f. Asset Management Services.
- g. Payment Services.
- h. Settlement Services.
- i. Operations with Digital (Virtual) Assets.
- j. Ancillary & Technological Services.

2. Accession. By signing this Agreement, the Client represents and warrants that the Client has read, understood the contents, acceded to, accepted and agreed to fulfil the terms and conditions of this Agreement, as well as its annexes:

- “Terms of Service”.
- “Fee Schedule”.
- “Privacy Policy”.
- “Risk Disclosure”.
- “Conflict of Interest Policy”.
- “Complaints Management Policy”.

The Portfolio Manager reserves the right to unilaterally make appropriate changes and additions to these applications by notifying the Client.

3. Representations and warranties. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation. The Client thereby represents and warrants to the Portfolio Manager that the Client:

- The Client has the full power and authority to accept, deliver and perform the Agreement.
- The Client’s execution and performance of the Agreement does not violate any provision of the applicable Laws or Client’s constitutional documents or any agreement to which the is a party, or which is binding upon the Contractor.
- All information provided by the Client under the Agreement is complete, true and correct and no part of it could be treated as misleading.

- The Client is solvent. In relation to the Client there are (1) no bankruptcy signs stipulated by the effective laws; (2) no bankruptcy cases being considered by the court; (3) no decision on going to court with the request to acknowledge the debtor to be bankrupt is made by the agency, authorized pursuant to the Client's constituent documents to make decisions related to winding-up of the debtor; (4) no requests to acknowledge the debtor to be bankrupt are submitted to the court; (5) no bankruptcy proceedings initiated by the court; (6) no bankruptcy proceedings applied in bankruptcy cases are applied. The Client warrants that no decisions on reorganization or liquidation of the Client are made by its founders (participants) or any other body authorized pursuant to the constituent documents, as well as no court decisions on liquidation of the Client are made.
- There are no restrictions and limitations for the Client to do the actions hereunder. The Client shall at its own expense comply with all applicable laws and regulations within the country of its incorporation as amended from time to time relating to its activities under this Agreement, and with any conditions binding on it under any applicable licenses, registrations, permits and approvals.
- There are no restrictions and limitations as well as sanctions of EU, USA, etc. which were enforced by relevant state authority and/or union and shall be affected on the Client's rights and/or obligations hereof.
- The Client has carefully studied and agreed with the current circumstances and possibility for occurrence of any obstacles and conditions, it has the possibility to perform its obligations in full scope in compliance with hereof.
- The Client is not allowed to assign, transfer, subcontract, appoint sub-agent or delegate in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the Portfolio Manager.
- The Client shall maintain the warranties given under the Agreement throughout the Agreement term.

4. Confidentiality. Each Party undertakes that it shall not disclose, transfer or make available to any person any information - confidential information relating to the performance of the Agreement and/or any of the Parties to the Agreement, or any information obtained by such Party in the course of or in connection with this Agreement, without the prior written consent of the other Party.

5. Limitation of Liability. The Client hereby agrees and acknowledges that the Portfolio Manager, its respective affiliates, officers, employees, and permitted successors and assigns are not liable for any and all claims, losses, damages, liabilities, penalties, punitive and consequential damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever incurred by the Client as a result of or based on the Agreement.

6. Personal Data. Through engagement, payments hereunder, transmission of any documents, data, or information, receipt of services, and/or any other form of interaction with the Portfolio Manager, the Client affirms and assures that: (i) the Client has obtained all requisite consents and approvals in advance from the individuals whose personal data will be transferred to the Portfolio Manager in the course of executing this Agreement. Notwithstanding of any other provisions of the Agreement, the Client shall be liable to the Portfolio Manager and compensate for all losses associated with improper and / or careless fulfilment of obligations under the Agreement, which entail (1) harm to life and / or health and/or reputation of the Portfolio Manager and / or third parties; (2) the obligation to pay penalties related to bringing the Portfolio Manager to administrative and / or other public responsibility; (3) the obligation to compensate to third parties the losses and/or damages of illegal personal data processing, data breach and/or improper data processing.

7. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties. The Agreement shall commence on the Effective Date and valid until its execution or termination.

8. Language. This Agreement has been executed in 2 (two) counterparts, each of them shall be deemed to be an original and all of which together shall constitute one and the same document. In all other respects that are not provided for by the Agreement, the parties have agreed to be guided by the Sponsors Packages as integral part hereof. Signing the Agreement shall mean the consent of the Client with all integral parts.

9. Communication. Hereby, the Parties agree, that all documents outgoing from or received by the Portfolio Manager to the e-mail address above, shall be deemed legally binding, create respective rights and obligations of the Parties

CONTACT DETAILS AND SIGNATURES OF THE PARTIES:

Portfolio Manager / Broker:	Client:
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