

Investing.one

Client Agreement - Terms and Conditions

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CLIENT AGREEMENT - TERMS AND CONDITIONS

1. Introduction

1. Investing.one online trading services are provided by TRADEPLACE LIMITED whose office is situated at Stasikratous 37, CENTER POINT TOWER, Floor 6, Flat/Office 602 1065, Nicosia, Cyprus (Investing.one , the Company, we, us or our as appropriate) on and subject to the following terms and conditions which shall be deemed to include the duly completed account opening documentation and Order Execution Policy (each as updated or amended from time to time) (together Agreement) which shall apply to all dealings between us and you.

2. We are authorized and regulated by the Cyprus Securities and Exchange Commission (CySEC) for the conduct of designated investment business in Cyprus, under license 455/25. The address of CySEC is 19 Diagorou Str., CY-1097, Nicosia, Cyprus.

3. We shall treat you as a retail client (as we only accept retail clients which will be the case until we decide otherwise) for the purposes of the rules and guidance issued by the CySEC from time to time (CySEC Rules), unless we notify you that you are to be classified as a professional client. Your client classification may be subject to change at any time upon receipt of a notification from us. You have a right to request a different client classification, but we will not be obliged to reclassify you. If we do reclassify

you, we will inform you of any limitations to the level of client protection that this might entail. Further details regarding this subject matter are available under clause 16 of this Agreement, as well as our Client Categorization Policy.

4. For the avoidance of doubt, as this Agreement is a distance contract, your electronic acceptance of the terms and conditions of this Agreement and your use or continued use of our services will be taken as your consent to be legally bound by this Agreement. By accepting and agreeing to this Agreement, as part of the online account opening procedure, you agree to the provision of information through electronic means such as our website(s) and via email (Durable Medium), due to the nature of the relationship established between us, which is deemed acceptable and appropriate.

5. This Agreement shall supersede any previous agreement, arrangement or understanding, whether written or oral, between us as to the basis on which we provide services to you. Our services are provided subject to any disclosures or disclaimers found in this Agreement or within the website and other electronic resources made available by the Company (collectively, the Online Facility) and the Trading App.

6. A current and definitive copy of this Agreement (as amended from time time) will be available to you on the Online Facility at all times.

7. You undertake (which is a type of contractually binding promise) to notify us immediately of any changes to any information you have provided to us in connection with this Agreement (including in relation to the account opening documentation).

8. In entering into this Agreement, you authorize us or any agent acting on our behalf to investigate your identity or credit standing and to contact such banks, financial institutions and credit agencies as we or they shall deem appropriate to verify such information. You further authorize us or any agent to investigate any current and past investment activity, and in connection therewith, to contact such banks, brokers and others as we shall deem appropriate.

9. This Agreement is provided to you in English and the Company will continue to communicate with you in English for the duration of this Agreement. However, where possible, the Company may communicate with you in other languages in addition to English. In the case of conflict between communications in English and communications in another language, the provisions of the English version shall prevail.

10. In this Agreement we have used defined words and terms in order to make it easier to read. After a definition or an explanatory word or phrase, we have included the relevant defined word or term between brackets. Unless the context requires otherwise, all other uses of a defined word or term will have the same meaning.

11. By accepting this Agreement, the Client also accepts and agrees to be bound, *inter alia*, by the provisions of the following policies (Policies), which form an integral part of this Agreement and which are required to be electronically acknowledged and accepted by you during the account opening procedure:

    a. Privacy Policy;
    b. Order Execution Policy;
    c. Investor Compensation Fund Policy;
    d. Risk Disclosure Statement;
    e. Conflicts of Interest Policy;
    f. Client Categorization Policy;
    g. Key Information Documents (KIDs); and
    h. Complaints Handling Process.

12. By accepting this Agreement, the Client also accepts and agrees to the electronic signing and completion (based on the information provided during the account opening procedure) of the form W8BEN (Certificate of Status for United States Tax Withholding and Reporting).
13. **Absence of the right of withdrawal:** Even if you may qualify as a consumer under the Law on Distance Trading of Financial Services to Consumers of 2004 (Law 242 (I) / 2004), you are hereby informed that the financial instruments offered by the Company fall under the scope of the exemption of

Article 11 of the said Law. Hence, as a client you are not entitled to the right of withdrawal. Nevertheless, this shall not jeopardize your right to proceed with the submission of a request for the termination of our business relationship and the closure of your account with us pursuant to the provisions of clause 29 of this Agreement.

2. Defined terms

“AML Law” means the Prevention and Suppression of Money Laundering and Terrorist Financing Laws of 2007-2018.

“Applicable Regulations” mean the laws, rules and regulations of the country where we and/or our agents may carry out the Transactions or provide the Services under these Terms, as well as any other country’s law, regulations and rules affecting your rights and liabilities in respect of the Transactions or Services or related to each of them.

“Available funds” means the total amount of funds that you have available to buy Securities using our Services. Your Available Funds will be displayed to you as part of the Services. This amount can be topped up through a transfer of funds from your Nominated Bank Account or through the sale of Securities that you hold through our Services. Your Available Funds will decrease when you buy Securities (where you commit to buying Securities, when we will deduct the amount of the transaction and related fees and costs from your Available Funds even before the buy transaction has been settled), or when you withdraw funds. Your Available Funds will not necessarily be equal to the amount of funds which are available for you to withdraw. For example, when you sell Securities, any cash proceeds from those sales will only be available to withdraw once those trades have settled (typically, 2-3 business days after the date of your trade execution). We may also reserve some of your Available Funds for orders you have submitted (e.g. limit orders).

“Custodian” means a bank or other third party appointed by us from time to time, to hold our customers’ Available Funds or Securities that they have purchased through our Services. We may also use one or more of our group companies or affiliates to act as a Custodian. Please see the “Custodians” sections in particular, which provides more information about how we choose Custodians and what would happen if one of our Custodians should be unable to pay any of your funds or Securities that they hold.

“CySEC” means Cyprus Securities and Exchange Commission.

“Exchange Traded Products” or **“ETPs”** means are types of securities that track underlying security, index, or financial instrument. ETPs trade on exchanges similar to stocks. The price of ETPs fluctuates from day-to-day and intraday. The share price of ETPs come from the underlying investments that they track.

“Instructions” means any instruction that we receive from you or from your investing.one Account, through such means as we may from time to time permit, in which you request us to perform certain activities with respect to your Tradeplace Account and/or the Services, including (by way of example) an instruction to buy or sell a Security, or an instruction to transfer some of your Available Funds to your Nominated Bank Account.

“KID” means Key Information Document.

“Law” means the Investment Services and Activities and Regulated Markets Law 87(I)/2017.

“Market Rules” means the rules, regulations, customs and practices from time to time of any trading venue, exchange or other organization or market, or third party involved in the execution of a Transaction or the provision of a Service and any exercise by any such venue, exchange or other organization or market, or third party of any power or authority conferred on it.

“Nominated Bank Account(s)” means the bank account(s) nominated by you at the time that you register for the Services or changed by you from time to time through the Services, from which you will transfer funds to us (that we will add to

your Available Funds) and into which we will pay your Available Funds when you make withdrawals through our Services.

“Online Facility” means the Company’s website and any electronic resources made available by the Company from time to time for the provision of information, legal documentation, disclosures, notices, policies, company information and other information relating to the Services.

“PRIIPs” means Packaged Retail and Insurance-Based Investment Products.

“Services” means the services we will offer to you, which are set out in more detail in the “Services” section of these Terms.

“Investing.one” “the Company”, “we“, “our” or **“us”** means TRADEPLACE LIMITED.

“Trading App” means the Company’s mobile application through which Clients may access their Account, place Orders, execute Transactions and use the Services.

“Transferable securities” means classes of securities negotiable on the capital markets but excluding instruments of payment.

“Transaction” means any transactions provided as part of our Services.

“Existing Customer” - An existing Investing.one customer is someone who has successfully completed Investing.one onboarding, KYC checks and account verification, has familiarized themselves with the learning resources provided on the Investing.one website, has funded their account, is able to trade on the platform and has made the minimum investment(s) of 10 EUR to validate their account.

“24/5”
The Company offers eligible Clients the ability to trade certain selected U.S. financial instruments outside of regular market hours through its 24/5 Trading

feature. Availability of 24/5 Trading is limited to specific U.S. instruments designated by the Company and may not be available for all instruments.

24/5 Trading may provide access to the following extended trading sessions:

Pre-Market Session – before the regular market opening;
After-Hours Session – following the regular market close; and
Overnight Session – outside regular market hours between the after-hours and pre-market sessions.

Participation in 24/5 Trading is entirely optional. Clients may choose to enable or disable this feature at any time through the trading platform.

The availability, trading hours, eligible instruments, and conditions applicable to 24/5 Trading may be amended, restricted, suspended, or withdrawn by the Company at its sole discretion and without prior notice where permitted by applicable law.

3. Onboarding, money laundering, sanctions and financial crime prevention

We are required to comply with the provisions and requirements of the AML Law. You represent, warrant and undertake that you are now and will be at all times compliant with the provisions of the AML Law.
In this respect it is noted that we may refuse to provide you with further explanations as to any action or refusal or failure to take any action.

If a regulatory body or other authority makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly on demand supply all and any information requested in connection with the enquiry.

We may also report to official agencies any information which may come to our attention which gives rise to money laundering or terrorist financing concerns.

We may be prohibited from notifying you of any report we may have to make or from either confirming or denying that a report has been made. If we submit a report to the Unit for Combating Money Laundering (MOKAS) or analogous authority, we may be prohibited from continuing the provision of our Services to you while the authorities undertake their own investigations; and we may be ordered to stop providing our Services altogether. In those circumstances, we shall not be able to accept responsibility for any resulting loss or inconvenience.

You specifically represent and warrant to us (to the extent applicable) the following:

- Where you are a legal person, you have made full and genuine disclosure of all your ultimate beneficial owners and of each person who maintains a synthetic, economic, direct or indirect interest in more than 25% (or another percentage that may be deemed appropriate in your circumstances) of your share capital or economic rights (including the economic rights to the transactions undertaken);
- You have provided, or you will provide, us with the information that will enable us to establish your identity, to understand your business, economic and risk profile, including your sources of wealth, and to identify (where you are a legal person) your beneficiaries and controlling persons, as required under the Applicable Laws and Regulations, as well as to determine the nature of your intentions while entering into this Agreement;
- Where you or any of your ultimate beneficial owners, directors, officers, employees, agents or underlying clients for whom you might act hereunder is a Politically Exposed Person (“PEP”), adequate disclosure of this fact has been made to us and, if during the term hereof, you or any of your ultimate beneficial owners, directors, officers, employees, agents or underlying clients for whom you might act hereunder becomes a PEP, you will notify us of such fact immediately;
- Neither you nor any of your associates, nor any of your or their directors, officers, employees, agents, or underlying clients is an individual or entity that is subject to any Sanctions, or is legally or beneficially owned or controlled by a person that is subject to any Sanctions;
- If any information provided in respect of yourself will be changed, you will immediately notify us of such change. You understand that your Account and

any assets may be frozen or blocked at our sole discretion and any Services provided may be suspended;

- You will not use your Account on behalf of any third party and you agree and accept that your Account and any assets thereon may be frozen or blocked at the Company's sole discretion to the extent any such assets are held with, transferred or delivered to, us on behalf of a third party;
- All remittances in your Account result from bona fide economic activity which have been duly reported to the relevant tax authorities and have not been obtained as a result of activities related with Money Laundering.

Where after the assessment of your knowledge and experience and the completion of the economic profile and the onboarding procedure but before completion of the full KYC process you deposit any funds to us (up to EUR 2,000 in total), we will terminate our business relationship with you if any of the following occurs: (a) as a result of our KYC process we cannot or do not wish, at our discretion, to provide investment services to you, or (b) we have been unable to complete the KYC process within 15 Business Day of receipt of the funds from you.

In case you do not fully verify your account, as per point (b) above, we will return to you all available funds you may have in your account and terminate our business relationship with you. Should you decide on a later stage to re-open your account with us, you will need to provide all requested documents as per our KYC process, accept the current version of this Agreement and verify the correctness of the date you have previously provided.

We reserve the right and are entitled at any time and upon our sole discretion to restrict the offering of our services to certain jurisdictions and consider them as banned countries in terms of engagement with actual or prospective clients.

4. Common reporting standard and foreign account tax compliance act

4.1. Common Reporting Standard

Under Common Reporting Standard ("CRS") Regulations, we are obliged to collect certain information about the Financial Account Holder for the purposes of reporting. We have the right to provide such information to the local tax authorities and they may exchange these information with tax authorities of another jurisdiction(s) pursuant to intergovernmental agreements regarding the exchange of financial account information.

Furthermore, we do not provide tax advice to our Clients, and therefore if you have any questions about determining your tax residence in any particular country, please contact your tax adviser or the local tax authority. In regards to the declaration of tax residency, please note that according to the requirements for the validity of self-certification of the standard for automatic exchange of Financial Account information in tax matter by the account holder.

We may at any time be required under the provisions of Applicable Laws and Regulations, to provide information about you or your Tax position to any regulatory body or authority located within Cyprus or abroad. You hereby consent to the Company providing such information about you in these circumstances.

4.2. Foreign Account Tax Compliance Act

The Company will not accept US reportable persons.

5. Services

5.1. We are authorized to provide Investment and Ancillary Services (hereafter the "Services") in accordance with the provisions of the Investment Services and Activities and Regulated Markets Law 87(I)/2017 (the "Law") and the Prevention

and Suppression of Money Laundering and Terrorist Financing Laws of 2007-2018 (the "AML Law").

We are authorized by CySEC to provide the following Services:

Investment Services:

a. Reception and Transmission of orders in relation to one or more financial instruments; and
b. Execution of orders on behalf of clients.
c. Dealing on own account.

Ancillary Services:

a. Safekeeping and administration of financial instruments, including custodianship and related services.
b. Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.
c. Foreign exchange services where these are connected to the provision of investment services.

We are not authorized to provide legal or tax services.
We may discuss with you the terms of this Agreement as well as the information and clauses of the Policies, however, we cannot advise you and no such discussion can be treated by you as a legal advice.

5.2. We offer services in respect to Transferable Securities (Securities) and Exchange Traded Products (ETPs) as it is specified in our License and as appropriate for the client.

5.3. The Securities that can be traded using our services may change from time to time. Currently, the only Securities that can be traded through our services are shares in listed companies and listed ETPs on certain stock exchanges. We may, from time to time, add to or remove from our services, certain stock exchanges, specific Securities and/or types of Securities, and/or impose restrictions or limitations on certain Securities and/or volumes of Securities. This means the Securities that you will be able to trade using our Services may change over time. We do not guarantee that any specific Securities, types of Securities or stock

exchanges that may be available at any given point in time will always remain available or accessible through our Services. If we remove a Security from our Services, it will mean that you will no longer be able to issue buy Instructions for that Security through the Services. We will, however, unless we are prevented from doing so (including where trading in that Security has been suspended, or where we have not yet received that Security due to a corporate action still being processed by market counterparties or financial market infrastructure providers) allow you to issue sell Instructions in relation to any of that Security that you hold through our Services.

5.4. We do not, as part of our Service, hold or offer to hold any share certificates or similar instruments.

5.5. The Services that we offer are what is known as “execution-only” services. That means, we will (subject to the remainder of this Agreement) execute your Instructions without investigating or advising on the suitability or otherwise of the investment or your Instructions.

5.6. We do not provide or offer any investment or other advice, including advice on the suitability of any particular investment or investment strategy.

5.7. You agree that, by using our Services, you are responsible for your own investment decisions (i.e., the decision to buy, sell, withdraw monies, etc.) and investment strategy and that you have sufficient knowledge and experience to make those decisions, considering the risks associated with investments generally or a particular nature. If you are unsure of any investment or investment decision, you should seek the services of a qualified and registered financial adviser before you make the investment or decision.

5.8. Subject to you having sufficient available funds and the terms of this Agreement, we will provide you with the ability to buy and sell certain types of Securities through the use of our Trading App, and we will arrange for those Securities to be held for you by our chosen custodians or sub-custodians from time to time. We will also arrange for your available funds to be held for you by our chosen custodians. We refer to these as the “Services” that we will provide to you.

5.9. You understand that, further to the provisions set out herein, all Services and Transactions shall be subject to:

i. Laws, rules and regulations of the country where we and/or our agents may carry out the Transactions or provide the Services under these Terms, as well as any other country's law, regulations and rules affecting your rights and liabilities in respect of the Transactions or Services or related to each of them (Applicable Regulations);
ii. Rules, regulations, customs and practices from time to time of any trading venue, exchange or other organization or market, or third party involved in the execution of a Transaction or the provision of a Service and any exercise by any such venue, exchange or other organization or market, or third party of any power or authority conferred on it (Market Rules).

5.10. This Agreement will be subject to any changes or amendments made to the Applicable Regulations or Market Rules by any governmental authority, self-regulatory organization or trading venue. No transaction or any other activity will be executed if it is contrary to the Applicable Regulations or Market Rules or that would result in any liability by us to the terms therein. You understand and agree that in no event we shall be obliged to take or refrain from taking any action, which we believe would breach Applicable Regulations or Market Rules. If any of the conditions offered to you, change during your trading in a manner that will affect in any way your open positions we retain the absolute right to close such positions even without notifying you.

5.11. You agree to pay brokerage commissions, charges, foreign exchange dealing commissions on currency conversions, and other fees promptly, as applicable, to your account and the transactions and Services you receive. You authorize the Company automatically to debit your account for any such commissions, charges, fees and taxes. Additional charges may also be incurred by you in the case of delayed or failed settlement of a transaction. Any such amounts will be your responsibility and where appropriate will be deducted from your account.

5.12. You understand that provided we comply with our conflict of interest obligations, we will not be required to assess whether any financial instrument or Service is suitable for you and you will not therefore benefit from the protections, which would otherwise be afforded under relevant conduct of business rules applicable to us where the Services provided or offered at your request consist exclusively of execution or reception and transmission of your orders in the following financial instruments:

i. shares admitted to trading on a regulated market or in an equivalent third-country market, or on a multilateral trading facility;
ii. bonds or other forms of securitized debt admitted to trading on a regulated market or on an equivalent third country market, or on a multilateral trading facility;
iii. other ETPs.

6. Provision of services in relation to listed shares

6.1. Corporate Actions

By accepting this Agreement, you agree and acknowledge that we are not held responsible to notify you of any corporate actions, nor for failing to exercise any of your rights in connection with a corporate action (such as dividends rights issue, bonus, share split, takeover, merger), unless we have explicitly agreed otherwise in writing or if required by Governing Legislation.

6.2. Market Abuse

The Client agrees that they will not knowingly place and have not placed a Transaction that contravenes any legislation or other law or regulations in relation to insider dealing and market manipulation. In this respect, the Client agrees not to behave and use our systems and platforms in an abusive manner which amounts to market abuse. Such practices may include, but not limited to, insider dealing and misuse of information or market manipulation techniques. Market abuse is defined under the Market Abuse Law of 2016 (i.e.

L.102(I)/2016). Further information can be obtained from the CySEC's website at www.cysec.gov.cy .

If any abusive trading behavior or techniques are identified within Clients' trading account, the Company reserves the right to: (i) restrict or delay Client's execution and/or access to the Trading Systems; (ii) submit a suspicious transaction and order report to CySEC and/or (iii) terminate the account immediately pursuant to the provisions of clause 29 of this Agreement.

6.3. Transaction Reporting

In accordance with the Markets in Financial Instruments Regulation (MiFIR), Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012, we are obliged to report transactions on financial instruments that are admitted for Trading on a Trading Venue ("ToTV") or for which a request for admission to trading has been made, financial instruments where the underlying is a financial instrument ToTV; and financial instruments where the underlying is an index or a basket composed of financial instruments ToTV.

In this respect, you are irrevocably authorizing us to report all of your reportable transactions to CySEC. For the purposes of facilitating Transaction Reporting, you should provide us, among other, with the following supporting documentation, in an acceptable by us format:

Natural Person: Depending on the country of your residence, you should provide us with such supporting documentation as required by the Annex II of the Delegated Regulation (EU) 2017/590 regarding national client identifiers for natural persons to be used in transaction reports, including but not limited to the passport number or identity card number or concatenation (CONCAT) number.

Legal Person: You should provide us with the Legal Entity Identifier ("LEI"), the 20-digit, alphanumeric code that enables clear and unique identification of legal entities participating in financial transactions. It is emphasized that We will not be in a position to provide a service triggering the obligation for us to submit a transaction report for a transaction entered into on your behalf, prior obtaining the LEI from your side. Failure to renew your LEI on an annual basis will result in

the termination of this Agreement, in accordance with the provisions of Clause 29.

You should also provide us with any additional information and/or supporting documentation that may be requested from time to time, required under MiFIR or any other applicable laws and regulations, in order to comply with our reporting obligation.
In case of refusal or failure to provide us with the required information and/or supporting documentation, we have the absolute right to suspend your trading and/or to reject your account opening application and/or to close your account and to terminate this Agreement in accordance with the provisions of Clause 29.

6.4. Representation at Shareholder Meetings
No voting rights will be granted to clients.

7. Custodians

7.1. Securities which are held by us on your behalf will be registered: (a) in the name of the Company, as your custodian or (b) a nominee other than the Company, including a sub-custodian or a recognized depository clearing organization. Your ownership of your financial instruments will be reflected in the Company's records. We will exercise reasonable skill and care in the selection, appointment and periodic review of sub-custodians but we are not liable for their acts, omissions, insolvency or dissolution.

7.2. Your Instruments will be registered in the same name as those of other clients (pooled together with other clients' Instruments). If we or our third-party nominee were to become insolvent there may be delays in identifying individual assets, and possibly an increased risk of loss if there should be a shortfall because additional time will be needed to identify the assets held for specific clients.

7.3. You remain the beneficial owner of these instruments and money that we hold on your behalf and agree that you shall remain the beneficial owner, unless you inform us otherwise in the case you wish to alienate yourself from these instruments and money.

7.4. You may not be entitled to any interest in respect of instruments and/or money held by us or any third party as custodian and any interest may be retained by us. You may be subject to certain fees and commissions.

7.5. We are committed to maintain adequate organizational arrangements to minimize the risk of misuse, fraud, poor administration, inadequate recordkeeping or negligence in respect of your Securities. We keep such records and accounts as are necessary to enable us at any time and without delay to distinguish securities held for one client from those held for any other client, and from our own assets. We maintain our records and accounts in a way that ensures their accuracy, and in particular their correspondence to your Transferable Securities. We conduct reconciliations between our internal accounts and those of any third parties with which your Transferable Securities are held.

7.6. We will take all necessary steps to ensure that any client's financial instruments deposited with a third party, are identifiable separately from the financial instruments belonging to us and from financial instruments belonging to that third party, by means of differently titled accounts on the books of the third party or by other equivalent measures that achieve the same level of protection.

8. Orders, transactions execution

8.1. We owe you a duty of best execution. Therefore, when giving effect to your trading instructions and executing Transactions on your behalf, we will comply with our Order Execution Policy incorporated herein by reference and published on investing.one to which you herewith expressly consent.

8.2. You understand and agree that all trading instructions shall be given through the **Trading App** or to our authorized contact details. We will provide you with our authorized contact details in writing and will promptly update you about any changes.

8.3. We will execute your trading instructions as soon as practicable after we receive them during market trading hours. We will execute these instructions through regulated market but we may, unless contrary to Applicable Regulations, trade outside a regulated market or other trading venue, where we reasonably believe this is necessary to achieve best execution, and you hereby expressly consent to us executing your orders and instructions outside of a trading venue and agree that whenever you place an order or trading instruction with us, we shall be entitled to select in our sole and absolute discretion, the venue for executing your order or instructions.

8.4. If we receive trading instructions outside market trading hours, we will execute them at the earliest practicable opportunity following the start of trading hours on the following business day (unless the order is time limited and has expired), although we may not necessarily be able to obtain the opening market price.

8.5. The Company may make available a 24/5 Trading feature which allows Clients to place and execute Orders in certain Financial Instruments outside Regular Trading Hours.

24/5 Trading combines Extended Hours Trading, consisting of Pre-Market Trading and After-Hours Trading sessions, and Overnight Trading sessions. Participation in 24/5 Trading is optional and may be enabled or disabled through the Trading App where such functionality is available. Not all Financial Instruments will be eligible for 24/5 Trading and the availability of such Financial Instruments will be indicated through the Trading App and may be amended by the Company from time to time. Trading hours, available instruments and functionality may be modified, restricted, suspended or withdrawn by the Company at any time due to market holidays, exchange closures, banking holidays, liquidity constraints, regulatory requirements, technical issues or other

circumstances beyond the Company's reasonable control. The Client acknowledges and accepts that trading outside Regular Trading Hours involves additional risks, including lower liquidity, increased volatility, wider spreads, reduced market depth, price fluctuations, delays in execution, partial execution or non-execution of Orders, and prices that may differ significantly from those available during Regular Trading Hours. Orders Client Agreement - Terms and Conditions 21/76 submitted during 24/5 Trading shall be handled and executed in accordance with the Company's Order Execution Policy and applicable market conditions. The Company does not guarantee that any Order will be executed immediately, at a particular price, in full, or at all, and reserves the right to reject, delay, suspend, cancel or partially execute any Order where required by applicable law, market practice, liquidity conditions, internal risk controls or operational considerations. Where permitted under applicable law, Orders executed during 24/5 Trading may be executed through the Company's Systematic Internaliser arrangement, liquidity providers, execution brokers or other execution venues in accordance with the Order Execution Policy. By using the 24/5 Trading feature, the Client acknowledges that execution quality, pricing and market conditions may differ materially from those prevailing during Regular Trading Hours and accepts the risks associated with trading outside Regular Trading Hours.

8.6. You understand that unless otherwise expressly agreed in writing, we will not effect any order or instruction where this would result in an obligation to deposit into any of your accounts with us any additional cash or securities, following the successful execution of such order or instruction, in order to properly settle the relevant Transaction. You understand and agree that no trading instruction, when executed, or being executed, can be reversed/canceled without our express consent or if it has been irrevocable against the relevant trading or settlement system. You further agree that we shall have the right to set limits to any Transaction, which you may carry out with or through us at any time.

8.7. You agree that we may determine in our absolute discretion whether we will effect any Transaction for you as principal, as matched principal, as agent or partly as principal, partly as matched principal and partly as agent or in any combination thereof. You agree that we may effect a Transaction on your behalf and at your expense but in our name.

8.8. In order to give effect to trading instructions, we may transmit your order to a venue, instruct a broker or other intermediary selected by us who may be one of our affiliates. We undertake to exercise all due care, skill and diligence in the selection, appointment and supervision of any venue, broker or intermediary we choose to engage. You acknowledge that such venues, brokers or other intermediaries' activities may be governed by other laws, rules and/or standards and these may not be equivalent to those in the jurisdiction where we provide Services to you. We will exercise reasonable endeavors to agree with such brokers or other intermediaries such terms that are, in our reasonable opinion, as close as possible to best practice in the relevant markets. We also accept full liability for default by a broker, which is one of our affiliates. In these Terms, affiliate means in relation to us, any entity that we control, directly or indirectly, any entity that controls us, directly or indirectly, or any entity directly or indirectly under common control with us.

8.9. We may aggregate any of your order(s) with an order of any other client and/or our affiliate. Aggregation may operate on some occasions to your disadvantage and on other occasions to your advantage. We will not carry out an order or a Transaction for our own account in aggregation with your order if it is likely that the aggregation will work overall to your disadvantage. We will allocate the proceeds of aggregated orders among the participating clients in a manner, which we believe to be fair and equitable. If the combined order is not executed at the same price we may average the prices paid or received and debit or credit you with the average net price. If we have aggregated Transactions for own account with one or more of your orders we will not allocate the related trades in a way that is detrimental to you. If we aggregate your order with a Transaction for our own account and the aggregated order is partially executed, we will allocate the related trades to you in priority to us.

8.10. Where we reasonably consider it not to be in your best interests or where market conditions render it impracticable to execute an order at once or in a single Transaction, we may execute the order over such period as we deem appropriate and/or may report to you an average price for a series of Transactions so executed instead of the actual price of each Transaction. We may undertake a programmed trade or trades comprising a single Transaction or

series of Transactions on your behalf and any such execution of your order will be disclosed to you.

8.11. You understand and agree that any order placed by you shall be subject to our (or any relevant affiliates') pre-trade and post-trade controls all of which may be set or modified in our (or the relevant affiliate's) sole discretion. Any controls imposed by us (or any relevant affiliates) may result from factors including our (or any relevant affiliates') internal policies, guidelines, procedures and/or regulatory requirements or restrictions to which we (or any relevant affiliates) may be subject to or be provided by a third party, or as part of the controls required by a trading venue. Neither we, nor any affiliate shall be responsible for any losses which may arise under the circumstances described in this clause.

8.12. You acknowledge that some trading venues do not support stop orders and if you place a stop order in these markets, we may choose to translate the order into a limit or market order. You agree that we cannot be held liable for any order transformation required to comply with the Market Rules.

8.13. You acknowledge that trading venues and execution brokers operate order filters to keep an orderly market which might result in that orders are paused, cancelled or traded potentially causing slippage from the expected execution price. You agree that we cannot be held liable for any suspension, cancellation or execution price slippage caused by acting to keep an orderly market.

8.14. You agree that in some cases orders may be executed at or after the close of trading. Such orders may be executed at the average price for the security or instrument during a reference period, as calculated by a third-party pricing service. You agree that we have no control over the methodology used by the third-party pricing service to calculate prices and do not warrant the accuracy of those prices and that we cannot be held liable for suspension or cancellation of orders caused by a significant disruption in or premature close of trading in the market on which the security or other financial instrument is traded or where the calculation of prices by a third-party pricing service is clearly erroneous.

8.15. Unless otherwise agreed, open orders are specific and will remain in effect until executed or cancelled (including where cancelled by a trading venue). We

will endeavor to ask you to check the status of your open positions before placing new orders, however, an open order will not be cancelled automatically by an identical or different order or Transaction otherwise executed for your account in the securities concerned. It is your responsibility to cancel an open order where a substitute order has been entered. A Transaction resulting from the execution of any such order which you have not cancelled will be reflected in your account. If you are in doubt about the status of your open positions, you may contact our Customer Support at support@investing.one before placing new orders.

8.16. If you experience or suspect any errors with your order, you should contact us immediately. You agree that it is your own responsibility to check if and how the order is traded in the market after order entry.

8.17. You may request information about the status of your order at any time.

8.18. You acknowledge that business on a market operated by a trading venue or an organized market, as well as its required settlement or clearing facility, may from time to time be suspended, restricted, closed or otherwise impeded. Any such action may result in inability of either us or you to enter into or otherwise effect Transactions. We will use reasonable efforts to notify you of any such impediment to the extent that we have actual knowledge of the same at the time of notification. If an intermediate broker or agent, acting at the direction of, or as a result of any such impediment takes any actions which affect a Transaction, then we may take any counteraction which, in our reasonable discretion, will adequately respond to or mitigate the loss. Any action taken by us shall be binding on you and you will remain solely and fully liable for any and all losses resulting from that impediment directly or indirectly.

8.19. Unless you inform us otherwise, all instructions to sell investments are accepted by us on the understanding that you own the relevant investments. At the time of providing an instruction or placing an order, you must inform us via email in advance if the instruction or order requires us to sell on your behalf investments which you do not own at the time or whether such orders involve a sale in respect of which you have a presently exercisable and unconditional right to vest the relevant financial instruments in the buyer at the time of sale as a

result of a securities financing arrangement. You also must provide to us such other information as we may request for the purpose of fulfilling our reporting obligations and otherwise ensuring our compliance with all Applicable Regulations.

8.20. Where we execute a Transaction on your behalf outside a trading venue in respect of shares, depositary receipts, ETPs and other equity-like financial instruments, bonds, structured finance products and derivatives traded on a trading venue, we will make the relevant transaction information (including volume, price and the time that the Transaction was concluded) public as required in accordance with the Applicable Regulations through an approved publication arrangement or trading venue.

8.21. We will comply with our transaction reporting obligations under Applicable Regulations in relation to Transactions executed with you or on your behalf. For us to comply, you agree to promptly deliver to us any information that we may from time-to-time request to enable us to complete and submit transaction reports to the relevant competent authority, which shall include a notification of any Transaction that is a short sale.

8.22. You may request that we provide to you certain data (for example, illustrative pricing, availability, capacity and other matters) with respect to financial instruments, to assist you in arranging transactions with another broker or trading counterparty and we will endeavor to satisfy those requests, unless we consider at our own discretion that satisfying these requests can result in us being put in a detrimental position or a breach of our obligations under the Applicable Regulations. Notwithstanding the foregoing, where you wish to submit requests for illustrative pricing (and we agree), this will be subject to such separate or additional terms and conditions or agreements as we may require.

Fractional shares orders

8.23. Fractional shares investing allows you to purchase securities in monetary amounts rather than share quantities. The benefits of fractional shares are that it provides extensive diversification for relatively small investments, but you should

be aware of the unique features, risks and limitations prior to investing in fractional shares. This is noted in our Risk Disclosure Statement.

8.24. Fractional Order. If you place an Order for a share (which Order is denominated in a certain monetary amount), and that monetary amount is not enough to buy one or more shares, you may only have enough money to acquire a fraction of a share. In order to give effect to your Order, Tradeplace will enter into a Fractional share transaction with you in terms of which the Underlying Reference Instrument will be a percentage of the share specified in your Order.

8.25. Rounding. Tradeplace rounds all fractional holdings to nine decimal places. For all notional based Orders, your transaction will never exceed the order amount. Rounding may also affect your ability to be credited for cash dividends, stock dividends and stock splits. For example, if you own 0.000000002 shares of stock that pays a one cent dividend per-share, we will not credit your cash balance 2 fractions of a cent. In carrying out rounding, we will use reasonable endeavors to get as close as possible to your Order, however, we shall not be liable for any loss or damage suffered or incurred by you arising out of or in connection with such rounding, save to the extent directly attributable to our negligence, fraud, willful default, breach of contract or breach of the applicable regulation.

8.26. Limit orders in fractional shares will also be available.

8.27. Trade Capacity and Execution. Tradeplace will comply in all respects with “best execution” on all orders executed through the Trading App in line with its Applicable Regulations. Any order greater than one share that includes a fractional share component might be executed in a mixed capacity. Tradeplace will act in either a principal or matched principal capacity with respect to the fractional share components of the transaction. Orders entered outside of regular trading hours cannot be executed.

8.28. Entitlement. If you hold fractional entitlements, you will have the sole beneficial interest to the entitlement. Any dividend payable to you will be on a pro-rata basis to reflect your fractional entitlement (we will hold these on your behalf in line with the CySEC Regulations).

8.29. Transfer of Fractional Shares. Fractional shares are not transferable. If you close your Account, the fractional shares held in your Account shall be liquidated. Similarly, Fractional shares cannot be put into certificate form and mailed.

9. Instructions

9.1. You or any person notified to us as authorized by you may give us orders and instructions (including standing instructions) concerning any Transaction or proposed Transaction or any other matter including without limitation, to buy, sell, and trade in financial instruments, deliver securities, make payments and otherwise take action or give any third-party instructions in connection with the performance of our obligations under the Terms.

9.2. You shall provide us with a list of individuals who have been authorized, either alone or with others, to act on your behalf in the giving of any orders or instructions and performance of any other acts, discretions or duties under these Terms together with specimens of their signatures if written orders or instructions are to be given. We shall be entitled to rely upon the continued authority of an authorized person until we receive written notice from you to the contrary.

9.3. You will bear all risk of sending instructions to us, even if they are incorrect or do not reflect your requirements. You acknowledge and agree that we may execute your instructions exactly as we have received them and agree that neither Tradeplace nor any of our directors, staff, agents, suppliers or contractors will have any liability, of whatever nature, to you or anyone else for any loss that you may suffer as a result of us executing your Instructions as we have received them. You also acknowledge and agree that whenever we execute an order in accordance with your specific instructions this may result in us being unable to follow our Order Execution Policy for that particular order.

9.4. Any orders and instructions may be given in writing (including by e-mail, electronic platform or other electronic means), unless we inform you that instructions can only be given in a particular way. We have the right, at our absolute discretion and without being obliged to justify such a decision to you, to refuse to take or act under any order or instruction or enter into any particular Transaction. Instructions of any person other than yourself may not bind us including, without limitation, where you are acting as agent or principal. Instructions shall not take effect unless actually received by us.

9.5. You may utilize, directly or indirectly, application or electronic services for placing your orders or instructions with us.

9.6. We shall acknowledge any orders or instructions received from you by acting on them unless we believe that such instructions are conflicting or ambiguous, or not being given by an authorized person, or that such action may not be practicable or might result in a breach of these Terms or any Applicable Regulations, or Market Rules. We shall not be obliged to give or make any other acknowledgement of instructions. We will supply to you information about the status of your instructions upon request and upon execution of your orders we shall provide you with the relevant information on our own initiative as required by the Applicable Regulations.

9.7. We shall be entitled to rely on orders, which we believe in good faith to have been given by a person authorized by you whether or not the authority of such person is then effective and without further enquiry to you in relation to the genuineness, authority or identity of the authorized person. You shall be fully responsible for any and all acts and omissions of a person who is or who we believe in good faith to be your authorized person.

9.8. We and our agents will record, monitor and retain all telephone conversations and electronic communications with you or your agents, specifically including those that result or may result in Transactions. Such recordings may commence without the provision of a warning tone and you agree that you will take all reasonable steps to inform your employees, officers, representatives and agents that such recording takes place. Our and our agents' records of telephone conversations and electronic communications shall be the

sole property of ours and conclusive evidence of any instruction given or conversation recorded. We may retain such records for whatever period may be required as a matter of our internal policies and/or Applicable Regulations, provided that records in respect of investment services and activities relating to the reception, transmission and execution of orders will be kept for a period of five years and, where requested by the competent authority, for a period of up to seven years. The records in respect of investment services and activities relating to the reception, transmission and execution of orders will be available to you upon request during that period, subject to any reasonable charge we may in our sole discretion impose for such access.

9.9. You acknowledge that you shall be solely responsible for ensuring that only you or those persons authorized by you to contact us or receive any information on your behalf have access to designated e-mail box(es) and other means of electronic communication between you and us. You acknowledge that we are neither responsible nor liable to you or any other person for any unauthorized use thereof or any loss sustained in connection therewith or reliance upon or compliance with instructions or other communications received by electronic means as well as inaccuracies, errors or omissions in electronic messages.

9.10. All communications will be deemed to have been received by you where we can demonstrate having sent or transmitted them to the recipient at the correct address.

10. Settlement

10.1. All business transacted between you and us will be carried out in accordance with standard settlement practices, which include the Market Rules of the relevant trading venues, organized markets and exchanges and for off-exchange trading, the standard practices of a relevant home market.

10.2. You are responsible for the due performance of every Transaction which we enter into with or for you and shall be responsible for any Loss (as defined below) we incur as a result of your failure to deliver cash, securities or appropriate settlement instructions to us or to our settlement agent.

10.3. By placing an order, you affirm that you will deliver to us on or before the settlement date all necessary certificates and other documents, including, for the avoidance of doubt, settlement instructions. Where we enter into any transaction or arrangement with you and you designate that your obligations shall be settled against your account with us, you authorize us to effect such settlement without further reference to you. You agree that in that case, your designation to settle against your account will serve as a settlement instruction.

10.4. If, in any Transaction, we deliver financial instruments or funds to you or to your order and, for whatever reason, your obligations are not performed simultaneously with or prior to our obligations, you shall hold on trust for us any such financial instruments or funds you received from us until your own obligations are properly discharged.

10.5. We may in our sole discretion provisionally credit or debit your account on the due date for settlement regardless of the actual settlement of the Transaction. We can, however, in our absolute discretion, reverse any such provisional debit or credit at any time until the obligations under the relevant Transaction are discharged completely. In case of a reversal, we shall not be liable to you in respect of income or any other rights or benefits relating to cash and/or financial instruments, which would have occurred if settlement had taken place on the contractual settlement date.

10.6. You understand that on some securities markets, delivery and payment cannot be made simultaneously. In such markets we shall make delivery or payment at such time and in such manner as provided in Applicable Regulations and/or Market Rules. In that case, you agree to bear the risk that the counterparty to the Transaction may not pay or perform in time or at all.

10.7. Transactions in European Shares are currently settled on a T+2 basis. Most worldwide shares are settled on either a T+2 or a T+3 basis.

11. Foreign exchange

11.1. You understand that a debit balance in one currency cannot be automatically offset against a credit balance in any other currency.

11.2. Without prejudice to clause 11.1above, where the currency of your account balance is different from the currency of any payment, which may from time to time be due by you or on your behalf, we may (and you hereby instruct and authorize us to) but shall never be obliged to convert cash in your account into the payment currency without prior reference to you.

11.3. You acknowledge and agree that where pursuant to Applicable Regulations concerning currency control any cash or investment gains and losses accruing in your account in a currency other than the original currency of your deposits must be converted back into the original currency through a foreign exchange transaction.

12. Trading App

12.1. To use our Trading App, you will need to request a username and password (**Access Code**) allocated by us. The use of your Access Code will be deemed by us to be use of the Trading App by you or someone with your knowledge and consent.

12.2. In relation to the Access Code, you acknowledge and undertake that:

12.2.1. you will be responsible for the confidentiality and use of your Access Code;

12.2.2. you will change your password regularly;

12.2.3. other than with our prior written consent, you will not disclose your Access Code to other persons for any purpose whatsoever;

12.2.4. We may rely on all instructions, orders and other communications entered using your Access Code, and you will be bound by any resulting transaction entered into or expense incurred on your behalf; and

12.2.5. you will immediately notify us on the telephone number provided on our website or by sending an email to support@investing.one if you become aware of the loss, theft or disclosure to any third party or of any unauthorized use of your Access Code.

12.3. You acknowledge that the Trading App is provided for use only by you or by others you have permitted to use the Trading App on your behalf.

12.4. If you tell us or we believe that your Access Code is being used without your knowledge by unauthorized persons or has been disclosed by you to other persons without our consent, we may without prior notice suspend or terminate your right to use the Trading App.

12.5. We shall not be responsible or liable to you for any loss, liability or cost whatsoever arising from any unauthorized use of your Access Code or the Trading App. You shall remain responsible for and on demand indemnify, protect and hold us harmless from and against (i.e. you will be responsible for and reimburse us on demand for) all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Trading App by using your Access Code, whether or not you authorized such use.

12.6. We may at our absolute discretion introduce and require additional levels of user identification and security. We may change our security procedures at any time and we will tell you of any new procedures that apply to you as soon as possible.

12.7. You shall be solely responsible for providing and maintaining any equipment you use to access the Trading App and for making all appropriate arrangements with any telecommunications suppliers or, where access to the Trading App is provided through a third-party server, any such third party, necessary in order to obtain access to the Trading App. Neither we nor any company maintaining, operating, owning, licensing, or providing services to us in connection with the Trading App (Service Providers) make any representation or warranty as to the availability, utility, suitability or otherwise of the Trading App or any such equipment or arrangements (i.e., neither we nor any third parties that we use are responsible or liable to you for the same). Since we do not control signal power, its reception or routing via the internet, configuration of your equipment or that of any third party or the reliability of its connection, we will not be responsible for communication failures, distortions or delays when you are accessing the Trading App via the internet.

12.8. For the avoidance of doubt, we shall have no responsibility or liability to you (whether in contract or in tort, including negligence) for damage (i.e., losses or expenses or anything similar) which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You will be responsible for all orders entered on your behalf via the Trading App and you will be fully responsible and liable to us for the settlement of any transaction arising from such use. You acknowledge that access to the Trading App may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to the Trading App for this reason.

12.9. We shall have no responsibility or liability to you in the event that any viruses, worms, software bombs or similar items are introduced into your equipment or systems via the Trading App, or any software provided by us to you in order to enable you to use the Trading App, provided that we have taken reasonable steps to prevent any such introduction.

12.10. You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and you will be

responsible for and will indemnify us on demand, protect and hold us harmless for any loss that we suffer arising as a result of any such introduction.

12.11. We shall not be responsible or liable to you for any act taken by or on the instruction of a Market, clearing house or regulatory body.

12.12. Internet connectivity delays and price feed errors sometimes create a situation where the prices displayed on the Trading App do not accurately reflect the prevailing market rates. In the event of such delays and errors, we reserve the right to cancel orders, reverse transactions, close positions and make any necessary corrections or adjustments on the account involved.

12.13. You will not use, or allow the use of, the Trading App:

12.13.1. in contravention of any laws (in any jurisdiction), regulations or the CySEC Rules (including rules on market abuse) or any other regulatory authorities to which you or we may be subject;

12.13.2. in any way (including, without limitation, posting information on the Trading App where this facility is available) which is defamatory, obscene, abusive, indecent or menacing or which infringes any intellectual property rights or breaches obligations of confidence, or which is otherwise illegal or unlawful;

12.13.3. to introduce a software virus or other disruptive program or do any act which would cause the Trading App damage or to become unavailable for use by others;

12.13.4. to solicit or encourage other internet websites to frame or hypertext link direct to the Trading App without our prior written consent; or

12.13.5. in any way which is not authorized by us or is otherwise in breach of this Agreement.

12.14. We do not permit the use of the Trading App for unfair arbitrage activity or otherwise taking advantage of internet delays, using any other manipulative or

abusive behaviour (such as the dissemination of false or misleading market information through media, including the internet, or by any other means with the intention of moving the price of a Product or the underlying property or value) which could adversely impact on fair and orderly trading on the Trading App.

12.15. We regularly publish on the Trading App updates of the system, features available to clients as well as information, declarations and warnings related to our services. We may also send this information to your email address. You undertake to read any such communications on publication or receipt and regularly familiarize yourself with this information and to inform us immediately of any disagreement with any such information.

12.16. You will be responsible for obtaining and using a suitable device, mechanism, or system (**Device**) to enable you to use the Trading App and you will be responsible for the installation and proper use of any virus detection/scanning program we may require from time to time.

12.17. When using the Trading App you must:

12.17.1. ensure that your Device is maintained in good order and is suitable for use with the Trading App;

12.17.2. run such tests and provide such information to us as we shall reasonably consider necessary to establish that your Device satisfies the requirements notified by us to you from time to time;

12.17.3. carry out virus checks on a regular basis;

12.17.4. inform us immediately of any unauthorized access to the Trading App or any unauthorized transaction or instruction which you know of or suspect and, if within your control, cause such unauthorized use to cease; and

12.17.5. not at any time leave unattended the Device from which you have accessed the Trading App or let anyone else use the Device until you have logged off the Trading App.

12.18. In the event you become aware of a material defect, malfunction or virus in any Device through which you access the Trading App, or in the Trading App itself, you will immediately notify us of such defect, malfunction or virus and cease all use of the Trading App until you have received permission from us to resume use.

12.19. All rights in patents, copyrights, design rights, trade marks and any other intellectual property rights (whether registered or unregistered) relating to the Trading App remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Trading App or any part or parts thereof unless expressly permitted by us in writing; reverse compile or disassemble the Trading App; nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Trading App must be made on your behalf in accordance with law are subject to the terms and conditions of this Agreement. You shall ensure that all the licensors' trademarks and copyright and restricted rights notices are reproduced on any copies. You shall maintain an up-to-date written record of the number of copies of the Trading App made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts of copies of the Trading App. In the event that you receive any data, information or software via the Trading App other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

12.20. We may suspend or permanently withdraw the Trading App, by giving you reasonable written notice.

12.21. We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use the Trading App, or any part thereof, without notice, where we consider it necessary or advisable to do so, in our discretion and in good faith. We may choose to do so, for example, in the event of your non-compliance with an applicable law or regulation or your breach of any provisions of this Agreement.

12.22. In the event of a termination of the use of the Trading App for any reason, upon request by us, you shall, at our option, return to us or destroy all hardware, software and documentation we may have provided you in connection with the Trading App and any copies thereof.

12.23. Through our Trading App we will at least: (i) annually make available a summary of the costs and charges applicable to your Account and your use of our Services; and (ii) quarterly make available a statement, reflecting the Securities that you hold via our Services, your Available Funds and other details as we may decide from time to time.

13. Terms of use

13.1. These Terms of Use are applicable to the: (i) web pages, (ii) services, (iii) content, (iv) agreements and (v) trading platform provided by us through our website www.investing.one. The content and information included in the Online Facility and/or Trading App is provided by us and our third-party suppliers (collectively referred to as the “Information Providers”).

13.2. The Trading App is intended for your personal, non-commercial use only. By using the above-mentioned Services provided by us, you acknowledge and agree that:

a) It is prohibited to use, store, reproduce, display, modify, sell, publish and distribute the Services without our prior written permission.
b) We reserve all rights of Intellectual and commercial property (including patents, trademarks, copyrights, industrial designs, know-how, trade secrets, trade names, logos, designs, symbols, slogans and other advertising materials, in all forms whether or not registered) relating to the Services.
c) You shall not use the Services for any unlawful or unauthorized purpose.

d) The use of the Services requires skill and judgment, and that you shall at all times use the services entirely and only on your own account and at your personal risk.
e) You are responsible for every statement, act made and acts of omission that occurs in violation of the present Agreement while your username and password are being used. You are responsible for protecting and securing your username and password from unauthorized use and disclosure.
f) The fact that we have made the Services available to you constitutes neither a recommendation to enter into a particular transaction nor a representation that any product described on the website is suitable or appropriate for you. Many of the products described in the Services involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such transactions are appropriate for you.

13.3. We may send notices to the email address provided to us by you. It is your responsibility to ensure that you notify us of any change to your email address. Any notice sent by us to your email address shall be deemed to have been delivered at the time of sending.

If you no longer want to receive email notifications from www.investing.one , you can easily unsubscribe by logging in to your account, head on to Account Settings and select if you would like to receive email notifications or not.

14. Transaction confirmations and account statements

14.1. Following the execution of an order for your account, we will confirm that transaction via the Trading App or via email (**Confirmation**) on or before the next business day after the execution but failure to do so will not affect the validity of the transaction.

14.2. We will post daily details of your positions and account activity via the Trading App or via email. Account information may include Confirmations, statements of profits and losses and any other information required to be provided by the CySEC Regulation (together Account Information). Posting of Account Information via the Trading App or via email will be deemed delivery of Confirmations and account statements. We may at our absolute discretion withdraw or amend any Account Information at any time. You agree that we are under no obligation to provide Confirmations in hard copy. The Account Information posted via the Trading App or via email (save if manifestly incorrect) shall be conclusive evidence of your transactions and shall be binding on you if not objected to immediately upon receipt with such objection confirmed in writing (including email or similar electronic mail) and (in any event) no later than one business day after the Account Information is posted via the Trading App or via email.

15. Consent to electronic communication (“durable mediums”)

You consent to communications being made via electronic media such as the Company’s Website or your verified email address (“durable mediums”). If you no longer wish to communicate via electronic media, you must notify us and revoke this consent in writing. If you do not wish to communicate via electronic media at all, you must inform us of your wishes when completing the account opening process. Communications sent through the Trading App or by electronic media shall be treated as satisfying any legal requirement that a communication should be signed and in writing, to the extent permitted by applicable law.

16. Client assets (Funds and Financial Instruments)

Funds:

16.1. The Company treats any funds received by the Client as Client's Funds in accordance with the provisions of the Applicable Laws and Regulations regarding holding clients' money. It is noted that funds belonging to the Client that will be used only for trading purposes will be kept in accounts with credit institutions pursuant to the Applicable Rules and Regulations.

16.2. Any money received by us from you will be held in a segregated clients denoted custodian account or with a bank approved by us and will be segregated from our own funds in accordance with the CySEC Rules regarding the safeguarding of client funds. Unless otherwise agreed in writing between us, your funds may be pooled with the funds of other clients in a general omnibus account.

16.3. We will not pay interest to you on any of your money that we hold and by entering into this Agreement you acknowledge that you waive any entitlement to interest on such money under the CySEC Rules or otherwise.

16.4. All due skill, care and diligence will be exercised in the selection, appointment and periodic review of any third party bank with whom your money is placed.

16.5. We may convert amounts in any currency, owed by us to you and amounts owed by you to us, including any profit or loss under any of your open positions with us, to our Base Currency. Such currency conversions will be made at prevailing market rates reasonably available to us, and we are entitled to charge you all commissions and costs incurred by us in making such conversion.

16.6. Where any obligations owing to us from you are due and payable to us, we may cease to treat as client money so much of the money held on your behalf as equals the amount of those obligations in accordance with the CySEC Rules

relating to client money. You agree that we may apply that money in or towards satisfaction of all or part of those obligations due and payable to us. For the purposes of this clause 16, any such obligations become immediately due and payable, without notice or demand by us, when incurred by you or on your behalf.

16.7. You agree that we shall be entitled to apply money you hold with us in or towards satisfaction of all or any part of any Liabilities which are due and payable.

16.8. You agree that we may cease to treat your money as client money if there has been no movement on your balance for at least six years. We shall write to you at your last known address informing you of our intention of no longer treating your balance as client money and giving you 28 days to make a claim.

16.9. We will take all the necessary steps to ensure that the clients' funds are safeguarded. Specifically, we will:

- maintain records and accounts enabling us at any time and without delay to distinguish funds held for one client from funds held for any other client and from our own funds;
- maintain records and accounts in a way that ensures their accuracy and in particular their correspondence to the funds held for our clients and that they may be used as an audit trail;
- introduce adequate organizational arrangements to minimize the risk of the loss or diminution of client funds, or of rights in connection with those funds, as a result of misuse of funds, fraud, poor administration, inadequate record-keeping or negligence;
- introduce arrangements to ensure that clients' funds are safeguarded in the case of insolvency;
- appoint a single officer of sufficient skill and authority with specific responsibility for the safeguarding of client funds.

Financial Instruments:

16.10. You instruct us to hold any Investment bought on your behalf until we receive further instructions from you to sell that financial instrument. We will hold Investment on your behalf in accordance with the CySEC's Rules.

16.11. We may be required to share your details (including your email address) and details of your shareholding to the Department of Registrar of Companies and Intellectual Property or registrars.

16.12. In the event that we have not received instructions from you in relation to any of the financial instruments held in your account for a period of at least twelve years (notwithstanding any receipts of dividends or interest or similar items and irrespective of any movement of your account balance) and we are unable to trace you despite having taken reasonable steps to do so, you agree that we may cease to treat your financial instruments as client assets.

16.13. Tradeplace will not facilitate the transfer of financial instruments to another firm. Similarly, any financial instruments held with another firm cannot be transferred to your account with Tradeplace but funds can be transferred instead. In addition, shares cannot be put into certificate form and mailed. Financial instruments liquidation may result in additional charges imposed by third parties such as, but not limited to, government fees and levies, bank charges, etc.

17. Inactive and dormant accounts

17.1. An account shall be considered as Inactive in the absence of any activity for a period of ninety (90) consecutive days. Any Inactive Account, holding zero balance / equity, shall be treated as Dormant Accounts. The Company reserves the right to close your account if classified as Dormant within 90 days.

17.2. You further acknowledge and confirm that such Inactive Accounts will be subject to a monthly charge of €10, relating to the maintenance/administration of such Inactive Accounts. You agree that any Inactive Accounts, which hold zero balance/Equity, shall be classified as a dormant Account ("Dormant Account").

17.3. For the re-activation of Inactive and Dormant Accounts, you must inform us accordingly in writing to support@investing.one . We reserve the right to request updated identification document and information required by the relevant laws and regulation prior proceeding accordingly.

18. Fees and charges

You shall pay to us such fees and charges at such rates as published on the Online Facility and/or Trading App or as otherwise notified by us to you from time to time. These will include transaction charges, interest and charges in respect of automatic rollover of your positions pursuant to our Costs & Charges. In addition to this you shall be responsible for the payment of any other charges that we have notified to you that may be incurred as a result of the provision of our services to you.

18.1. You acknowledge and agree that we may make or receive a fee, commission or non-monetary benefit to or from a third party in connection with our service to you. Upon request, if you have been introduced to us for trading purposes, we will provide further details of any fee, rebate, commission, widened spread, performance fee or management fee paid to third parties that help initiate, conclude or maintain a business relationship between you and the firm, thus enhancing the service offered to you.

18.2. All fees and charges shall be regarded as being due and payable immediately. Any sums due to us may be deducted by us from the proceeds of any transaction or debited from your account(s) with us. In the event of late payment by you, overdue amounts shall bear interest at a rate that we shall reasonably determine and notify to you. It is your responsibility to calculate and pay all applicable taxes that you owe as a result of your trading activity on our Online Trading Facility.

18.3. If we receive or recover any amount in respect of any of your obligations in a currency other than that in which such amount is payable, whether pursuant to a judgment of any court or otherwise, you will be responsible for and indemnify us on demand and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a currency other than the currency in which it is due.

18.4. You should ensure that you are aware of additional fees and charges imposed by the issuer of Securities that you wish to buy, before dealing in those Securities. Examples include exchange traded funds and similar securities. Information regarding this will be made available in the relevant prospectus documents and on the websites of issuers. While Tradeplace may facilitate access to this information (for example, by linking to the relevant documents from our mobile application or website), we will not be held liable for our failure to do so or the contents of the information linked to.

18.5. You understand that certain transactions in certain financial instruments may carry a tax obligation under the applicable tax regime, stamp duty, transfer tax, dividend tax, withholding tax or other taxes or duties in any jurisdiction as per Applicable Law. Where such tax obligation, we shall pass it on to you by debiting your Account.

18.6. A copy of our current charges is published on our website. We may update our commissions, charges, fees and costs from time to time. It is your responsibility to keep up to date with any changes, and to be aware of the commissions, charges, fees and costs that apply to your trades and the Services that you use.

19. Inducements

19.1. Generally, we are obliged to act honestly, fairly and professionally in accordance with the best interest of you. In this respect, under inducement rules, we will not pay to or accept from any party (other than you) any fee or

commission in connection with the provision of an investment service or an ancillary service unless these payments and/or benefit meet certain criteria as defined in the Applicable Laws and Regulations. Similarly, we will not provide to or receive from any party (other than you) any non-monetary benefit in connection with the provision of investment service or an ancillary service.

19.2. By way of derogation of the above, in case where the fee, commission or non-monetary benefit was designed to enhance the quality of the relevant service to the client and does not impair compliance with our duty to act honestly, fairly and professionally for your best interest, we may pay, provide, accept or receive a fee, commission or non-monetary benefit. In such a case, we will clearly disclose to you. The information to be disclosed include inter alia, the existence, nature and amount of the payment or benefit, whether the Company accepts minor non-monetary benefits, ongoing inducements, the methodology of calculation of such amounts if not known from the beginning.

20. Conflicts of interest

20.1. You should be aware that when we enter into a transaction with or for you, we or our directors, officers, employees, agents and affiliated entities (together Associates) or Service Providers, may have an interest, relationship or arrangement that is material in relation to the transaction concerned. Should such a conflict of interest arise we will seek to resolve such conflict in such a way as we believe is in your best interests in accordance with our Conflicts of Interest Policy (as amended from time to time).

20.2. Our conflicts of interest policy consists of procedures and controls designed to:

a. prevent the occurrence of conflicts of interest, including where necessary declining to carry out an activity, operation or mandate; and

b. conduct its business activities in a way which ensures that the best interests of the Company's clients are followed, and strict confidentiality of information is maintained across all the activities which could potentially generate conflicts of interest.

These procedures and controls include administrative and organizational arrangements to ensure the proper execution of the Client's orders.

We manage conflicts of interest depending on the conflict and how this arises. Where such conflict arises and cannot be managed, we reserve the right to give you notice of termination in accordance with the provisions of Clause 29.

You acknowledge, agree and accept that you have referred to our Conflict of Interest Policy for the Management of Conflicts of Interest for further information regarding how we seek to manage conflicts of interest that may arise when we provide the Services to you. Upon request, we will provide you with any further details in that regard.

20.3. Full details of our Conflicts of Interest Policy are available on the Online Facility. Our Conflicts of Interest Policy is a policy only; it does not form part of the Agreement and is not intended to be contractually binding or to impose any obligations on us which we would not otherwise have whether under this Agreement or the CySEC Rules.

21. Liability and losses

21.1. You shall be responsible or liable on our written demand for all direct losses, damages, costs and expenses (**Direct Losses**) and all indirect losses, damages, costs and expenses and other similar liabilities (such as the loss of an opportunity to gain) (**Indirect Losses**) incurred by us or any of our Associates as a consequence of your use of our services (including the Trading App) or your breach of any of the terms of this Agreement. However, you shall not be responsible or liable to us for any Direct Losses or Indirect Losses (together

Losses) incurred by us to the extent that they are caused by our breach of the Agreement, negligence, willful default or fraud.

21.2. We will carry out our duties pursuant to the Agreement with reasonable skill, care and diligence and in accordance with the instructions and authority you have given us. As long as we do this, neither we nor any Associates accept any responsibility or liability for your Losses which arise from the provision of our services to you or otherwise pursuant to the Agreement. However, we shall be responsible or liable you for any Direct Losses you incur because we have not carried out our duties pursuant to the Agreement with reasonable skill, care and diligence or in accordance with the instructions and authority you have given us, or to the extent such Direct Losses are caused by our willful default or fraud.

21.3. Without limiting the general scope of the previous sub-clauses, neither we nor any Associates shall be responsible or liable to you for any Losses incurred by you arising out of, or in connection with your use of any data or information obtained, downloaded or supplied in relation thereto, including (without limitation) any loss of, or delay in the transmission of, instructions or the inability to make instructions or access the Trading App whether due to breakdown or failure of communication facilities or otherwise.

21.4. Without limiting the general scope of the previous sub-clauses, we will exercise reasonable care in our choice of nominees or agents, and we will monitor their continuing suitability. As long as we do this, neither we nor any of our Associates shall be responsible or liable to you for any Losses incurred by you arising from any act or omission of any nominees or agents.

21.5. You are responsible for the tax implications or treatment of transactions entered into by you pursuant to the Agreement.

21.6. If you hold an account with us with another person(s) (in the case of joint account holders) the responsibilities or liabilities to us of each such person shall be joint and several (i.e. we can hold any one or group of you solely responsible or liable to us, or we can hold all of you, as a group, responsible or liable to us) and we may act upon orders and instructions received from any one person

(unless you notify us in writing to the contrary) who is, or who appears to us to be, such a person.

21.7. Nothing in the Agreement shall exclude or restrict our responsibility or liability to you in respect of a breach by us or any of our Associates under the regulatory system (as defined in the CySEC's Rules or as otherwise may be prohibited by law).

21.8. In particular, and further to the above clauses, without prejudice to any other terms of this Agreement, relating to the limitation of liability and provision of indemnities, you acknowledge and agree the following Clauses shall apply to our Trading App:

(a) System errors

We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to the Trading App may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to the Trading App for this reason.

(b) Delays

Neither we nor any third-party software provider accept any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with the Trading App. We do not accept any liability in respect of any delays, inaccuracies or errors in prices quoted to you if these delays, inaccuracies or errors are caused by third-party service providers with which we may collaborate. We shall not be obliged to execute any instruction which has been identified that is based on errors caused by delays of our Trading App to update prices provided by the related-party service providers. We do not accept any liability towards executed Transactions that have been based on and have been the result of delays as described above.

(c) Misquotes/ Mispricing

It is possible, that a transaction may be performed at the wrong price due to a price feed misquote from any of our third-party liquidity providers or through an unexpected technical fault. Equally, there may be delays due to internet connection or occasions where a position is opened or closed, based on latent prices that do not reflect the correct market prices at the time of transaction, resulting in an inaccurate profit or inaccurate loss. Such events may affect your transactions and our business. In this case, we will take all the necessary measures to remedy and rectify the situation fairly on a case-by-case basis. Remedies include correcting deal entry prices or exit prices according to the correct market rates at the time of transaction. We may need to cancel any transaction(s) executed incorrectly due to a price misquote, open the position again at the correct market price and/or make an adjustment (either positive or negative) to your account. We will make our best efforts to contact you and inform you of our actions, by telephone or by e-mail.

Viruses from the Trading App and Unauthorized Use

We shall have no liability to you (whether in contract or in tort, including negligence) for any loss, liability or cost whatsoever from any unauthorized use of our Trading App and in the event that any viruses, worms, software bombs or similar items are either introduced into our computer system or network or introduced into your computer or other electronic device via the Trading App or any software provided by us to you in order to enable you to use our Trading App, provided that we have taken reasonable steps to prevent any such introduction. You shall indemnify us on demand for any loss that we suffer arising as a result of any such introduction. You shall also, on demand, indemnify, protect and hold us harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Trading App with your designated passwords, whether or not you authorized such use.

(d) Underlying Markets

We shall not be liable for any act taken by or on the instruction of an Exchange, clearing house or regulatory body.

(e) Suspension or permanent withdrawal with notice

We may suspend or permanently withdraw the access to the Trading App, by giving you 24 hours written notice.

(f) Immediate suspension or permanent withdrawal

We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use the Trading App, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of the Trading App may be terminated automatically, upon the termination (for whatever reason) of:

- any license granted to us which relates to our Trading App; or
- this Agreement.

22. Risk warning

You should consider the risk warnings notified to you on the Online Facility and/or Trading App and our Risk Disclosure Statement and if you do not understand them contact your customer representative or seek independent advice.

23. Representations and warranties

23.1. You represent and warrant to us (i.e. you are making statements and promises on which we will rely when we provide services to you. You therefore need to make sure that they are accurate as you will be responsible and liable to us if they are not) that:

23.1.1. if you are an individual, you are at least 18 years of age, of sound mind and have the legal capacity to enter into a legally binding agreement with us;

23.1.2. if you are not a natural person:

- you are duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which you are constituted;
- acceptance of this Agreement, all Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you; and
- each natural person accepting this Agreement, entering Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you and have been disclosed to us providing all the necessary information and/or documentation.

23.1.3. no person other than you has or will have an interest in your account(s);

23.1.4. the Agreement, each transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound;

23.1.5. except as otherwise agreed by us, you are the sole beneficial owner (i.e. no one else has any kind of legal ownership rights) of all money you transfer under this Agreement, free and clear of any security interest (i.e. you have not given some form of rights to the money to someone else);

23.1.6. regardless of any subsequent determination to the contrary, trading in the Products is suitable for you and that you are aware of the risks involved with such transactions. In addition, you warranty that you are willing and financially able to sustain a total loss of funds deposited in your account and those funds resulting from Transactions ; and

23.1.7. the information disclosed to us in the Account Opening Form (including any financial information) is true, accurate and complete in all material respects (save for any change to such information notified to us in writing).

23.2. Each representation and warranty under clause 23.1 shall be deemed repeated on each occasion you place an order or enter into a transaction with or through us.

24. Covenants

24.1. You covenant to us (i.e. you make a contractually binding promise to us that you will do things on which we will rely when we provide services to you. You therefore need to make sure that you keep those promises as you will be responsible and liable to us if you do not) that:

24.1.1. you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorizations referred to in this clause;

24.1.2. you are willing and able, upon request, to provide us with information in respect of your financial position, domicile or other matters;

24.1.3. you will promptly notify us of the occurrence of any bankruptcy or insolvency event or anything similar;

24.1.4. you will:

(a) comply with all applicable law in relation to the Agreement and any transaction, so far as they are applicable to you; and

(b) use all reasonable steps to comply with all applicable law and regulations in relation to the Agreement and each transaction, where

such applicable law and regulations do not apply to you but your cooperation is needed to help us comply with our obligations;

24.1.5. you will not send orders or otherwise take any action that could create a false impression of the demand for or value of a Product or send orders which you have reason to believe are in breach of applicable law or regulations. You shall observe the standard of behavior reasonably expected of persons in your position and not take any step which would cause us to fail to observe the standard of behavior reasonably expected of persons in our position; and

24.1.6. upon demand, you will provide us with such information as we may reasonably require evidencing the matters referred to in this clause.

25. Confidentiality and data protection

25.1. We may collect, use and disclose personal data about living identifiable individuals (**Individuals**), including personal data you may voluntarily disclose to us in any manner, so that we can:

25.1.1. carry out our obligations under the Agreement;

25.1.2. carry out our everyday business activities and dealings with you;

25.1.3. compile statistical analysis of the pages of the Online Facility and/or Trading App visited;

25.1.4. monitor and analyze our business;

25.1.5. participate in crime prevention, legal and regulatory compliance;

25.1.6. market and develop other products and services;

25.1.7. transfer any of our rights or obligations under the Agreement; and

25.1.8. process any personal data for other related purposes.

25.2. We will not obtain or require disclosure of sensitive personal data (such as ethnic origin, religious beliefs or medical records) about Individuals but if you

choose to provide such sensitive personal data, we may assume such sensitive personal data is provided with the Individual's consent for processing for the purposes for which such personal data was provided, unless otherwise notified by you to us in writing.

25.3. Neither we nor any of our Associates or Service Providers will disclose any personal data we or they may collect about an Individual to third parties except:

25.3.1. to the extent that we or they are required to do so by any applicable law or regulation;

25.3.2. where there is a duty to the public to disclose;

25.3.3. where our legitimate business interests require disclosure; or

25.3.4. at the request or with consent of the Individual or to persons described in clause 25.4 below.

25.4. We or our Associates or Service Providers may disclose personal data to those who provide services to us or our Associates or our Service Providers or act as our or our Associates' or our Service Providers' agents, to any person to whom we or our Associates or our Service Providers transfers or proposes to transfer any of our or their rights or obligations under the Agreement and to licensed credit reference agencies or other organizations that help us or our Associates or our Service Providers and others make credit decisions and reduce the incidence of fraud or in the course of carrying out identity, fraud prevention or credit control checks. In addition, we may share personal data about an Individual with our associates and Service Providers for business purposes, such as servicing client accounts and informing clients about new products and services, as permitted by applicable law.

25.5. An Individual may have certain rights of access to some or all of the personal data we collect and hold about the Individual at the time of request, or to have inaccurate information corrected, under applicable data protection laws. If the Individual wishes to exercise such rights (solely at their own cost and

expense), the Individual should contact us in writing, and you may be requested to provide further information to assist us in complying with such request.

25.6. We or our Associates or Service Providers may transfer data, including personal data to other countries, including countries outside the EEA which may not have data protection laws, for any of the purposes described in this clause 25. By accepting the Agreement, you consent to such transfers on behalf of the Individuals.

25.7. We or our Associates or a Service Provider may record or monitor telephone conversations between you and us or our Associates or a Service Provider for security, compliance with law, training purposes and to maintain and improve the quality of our services. Such telephone conversations may be used by us as evidence in the event of any dispute between us.

25.8. We may use cookies or IP address tracking devices on the Online Facility and/or Trading App to administer the Trading App, store password and usernames, to monitor visits to pages on the Online Facility and/or Trading App on this and other occasions from your terminal, to personalize the Trading App service to you and to track and facilitate browsing through the Trading App. A cookie is a piece of data stored on your hard drive containing information about you relating to the use of the Online Facility and/or Trading App. IP addresses may be linked to your personal data and by tracking these addresses, we would be obtaining such personal data. Access to the Trading App is conditional on acceptance by you of any cookies and IP address tracking devices described in and for the purposes explained in this clause. By accepting the Agreement, you acknowledge that you understand the broad nature of cookies and IP address tracking devices and the purposes for which they will be used by us. Please refer to our Privacy Policy (which is available on the Online Facility) for more information.

25.9. You acknowledge and accept that any services provided through the Trading App involve transmissions over the internet and that such transmissions are therefore subject to the internet's inherent risks. Whilst we acknowledge our responsibility to take reasonable security precautions, you also acknowledge and accept that, as with any network, you may also be exposed to unauthorized

programs transmitted by third parties, electronic trespassing and/or the failure of information and data to reach their intended destinations and/or erroneous receipt or misdirection of such information. Although our, our Associates' and our Service Providers' privacy and security features are designed to reduce these risks, we cannot guarantee their elimination. You therefore acknowledge that no transmission via the Trading App shall be guaranteed to be confidential and that we shall not be responsible or liable to you for any breach of confidence arising as a result of such event.

25.10. We are required to identify and verify the identity of our clients, in accordance with the Applicable law, and to keep that information updated. You shall agree that we, or our Associates and our Service Providers, may make checks using online electronic verification systems or other databases as we may decide. These may request, among other things further details, documents, photo and video evidence of yourself. You hereby acknowledge and consent the use of your personal data to this purpose also.

25.11. Any queries about the use of confidential or personal data by us should be referred to our Data Protection Officer (dpo@investing.one).

26. Default and netting

26.1. The following shall be construed as **Events of Default** if at any time:

26.1.1. you fail to comply fully and immediately with any obligation to make any payment to us or close any open position on the due settlement date or when required by us;

26.1.2. you default in any other obligation to us under the Agreement or in relation to any transaction or commit any breach of any other obligations under the Agreement including but not limited to satisfying any Margin call;

26.1.3. any representation or warranty made by you was or has become or subsequently would, if repeated at any time, be incorrect;

26.1.4. due to market fluctuations or for any other reason we shall at our absolute discretion consider that we hold insufficient Margin to meet your Liabilities;

26.1.5. we consider it necessary or desirable to prevent what we consider is or might be a violation by you of clause 12.13.1 above;

26.1.6. we consider it necessary or desirable for our own protection or to prevent what we consider is or might be a violation of any Applicable Law or good standard of market practice or any action is taken or event occurs which we consider might have a material adverse effect on your ability to perform your obligations under this Agreement;

26.1.7. (where you are a corporate) you commence a voluntary case (or an involuntary case is commenced against you) or other procedure seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official of you or any substantial part of your assets; or if you take any corporate action to authorize any of the foregoing; and, in the case of a reorganization, arrangement or composition, we do not consent to the proposals;

26.1.8. (where you are a corporate) you are dissolved, or, if your capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedures are commenced seeking or proposing your dissolution, removal from such a register, or the ending of such a registration;

26.1.9. (where you are an individual) you (or if you are joint account holders if any of you) pass away, become of unsound mind, are unable to pay your

debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you; or any indebtedness of yours is not paid on the due date therefor, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings are commenced or any action is taken for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, the whole or any part of your property or assets (tangible and intangible); or

26.1.10. we reasonably anticipate that any of the foregoing may occur;
then we may exercise our rights under clause 26.2, except in the case of the occurrence of an Event of Default specified in clauses 26.1.6 or 26.1.8 (each a **Bankruptcy Event of Default**), in which case the provisions of clause 26.3 shall apply.

26.2. Subject to clause 26.3, we may on or at any time following the occurrence of an Event of Default, cancel any outstanding orders, terminate our services and liquidate all or any of your open positions (the **Liquidation Date**).

26.3. Should a Bankruptcy Event of Default occur we shall be deemed to have exercised our rights under clause 26.2 immediately before the time of the occurrence of the Bankruptcy Event of Default.

26.4. On the Liquidation Date and following it we shall (on, or as soon as reasonably practicable after, the Liquidation Date) close all your open positions and apply all monies held by us towards the costs of such closures.

26.5. If as a result of the actions taken by us pursuant to clause 26.4 your account is in credit, we shall pay such money to such account as you direct as soon as reasonably practicable. If there is insufficient money in your account to cover the actions undertaken by us under clause 26.4, the difference between the amount of money in your account and the cost of closing your open positions will be immediately due and payable to us.

26.6. Our rights under this clause 26 are in addition to, and not in limitation or exclusion of, any other rights which we may have under this Agreement or otherwise whether by agreement or operation of law. In particular and without prejudice to the provisions of clauses 26.2 to 26.5 (inclusive), we are authorized and entitled, without notification to you and at our absolute discretion, to take such action to protect our own position, including without limitation, one or more of the following actions (whether in whole or in part):

26.6.1. cancel all or any unexecuted orders;

26.6.2. combine accounts, set-off between accounts or convert one currency into any other currency; or

satisfy any obligation that you may have to us, either directly or by way of guarantee or suretyship, out of any of your monies in our custody or control

27. Intellectual property rights

27.1. The Online Facility and/or Trading App may incorporate third party data, text, images, software, multi-media materials and other content (Third Party Content) and references to the term “Online Facility and/or Trading App” shall be taken to include all materials, content and services made available from time to time on the Trading App whether viewed on screen or downloaded to another computer including, without limitation, Third Party Content.

27.2. The Online Facility and/or Trading App is protected by copyright, database rights and other intellectual property rights. You acknowledge that we and/or third parties retain all right, title and interest in and to the Online Facility and/or Trading App. Use of the Online Facility and/or Trading App does not confer any ownership rights in the Online Facility and/or Trading App.

27.3. Except as otherwise specifically agreed in writing or to the extent necessary for you to view the Online Facility and/or Trading App in accordance with the Agreement, you shall not:

27.3.1. copy the Online Facility and /or Trading App in whole or in part (except to make backup copies solely for disaster recovery purposes);

27.3.2. display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, time-share, lend or transfer or in any way exploit the Online Facility and/or Trading App in whole or in part;

27.3.3. embed the Online Facility and/or Trading App into other products;

27.3.4. use the Online Facility and/or Trading App in any file sharing arrangement;

27.3.5. create embedded links from any software program to the Online Facility and/or Trading App;

27.3.6. remove or obscure any of our copyright notices or those of any of our Associates;

27.3.7. use any of our trademarks, service marks, domain names, logos, or other identifiers or those of any of our third-party suppliers; or

27.3.8. save to the extent permitted by law, reverse engineer, decompile, disassemble, or access the source code of the Online Facility and /or Trading App.

28. Links

The Online Facility and/or Trading App may contain links to other websites which are not controlled by us or any of our Associates and contain material produced

by independent third parties. The owners of such linked websites do not necessarily have any relationship, commercial or otherwise, with us. The existence of a link from the Online Facility and/or Trading App to any third-party website does not constitute a recommendation or other approval by us or any of our Associates or Service Providers of such website its content or any provider thereof. Any opinions or recommendations expressed on third party websites are those of the relevant provider and are not the opinions or recommendations of ours or any of our Associates. Neither we nor any of our Associates accepts any responsibility for content provided on any website that may be accessed through links on the Online Facility and/or Trading App.

29. Termination

29.1. You may request the repayment of cash and terminate the Agreement at any time, by notice in writing to us, provided that you do not have any outstanding liabilities to us. We may terminate the provision of our services to you upon notice in writing to you at any time. Termination shall be without prejudice to any accrued or outstanding rights and obligations of either you or us. We are not obliged to provide any grounds for such termination.

29.2. Termination will not affect your or our accrued rights, indemnities, existing commitments or any other contractual provision intended to survive termination of the Agreement.

29.3. Unless we are prohibited from doing so by any applicable law or regulation, upon termination we will arrange for any Securities that you have acquired through our Services and that you still hold with us, to be liquidated (i.e. sold on the market), and you hereby irrevocably authorize us to do so, and we will deduct all applicable fees, costs, expenses, taxes and other deductibles related to the liquidation of your Securities from your Available Funds.

29.4. Termination will not affect the completion of transactions initiated prior to us receiving your notice of termination. In addition, you will pay any fees and

charges incurred up to the date of termination and any additional expenses necessarily incurred by us (or a third party) in terminating the Agreement and any losses necessarily realized in settling or concluding outstanding transactions and transferring your funds back to you.

29.5. As a client of Tradeplace you agree that you will not behave in an inappropriate manner towards Tradeplace or any of their employees. Inappropriate behavior can include but is not limited to – Swearing, Abusive Language, Racism, Discrimination, Harassment, Threatening, Blackmailing, Defamation, Bad-faith pressure, Unlawful coercion, Abuse of the Chat / Email System, Misuse of Social Media Channels and Spam, or unlawful conduct. Tradeplace reserves the right to terminate your Agreement in these circumstances without prior notice.

29.6. Immediately in the event of us receiving official proof of the death of the Client, we shall close any open positions of the Client irrespective of their current result and hold any Client's assets in custody until we are presented with an official evidence of the legal successors of the deceased Client and concrete instructions by an authorized person on how to proceed thereafter.

30. Notices

Subject to clause 14, notices and any other communications may be transmitted via the Online Facility and/or Trading App, or via email or post, to such address as we or you may from time to time notify to each other in writing. All communications so sent, whether by posting on the Trading App, mail, email, or otherwise, shall be deemed transmitted and received when posted on the Trading App, published in the company news section of our website, deposited in the mail, or when received by a transmitting agent.

31. Complaints

If you have any complaint about our performance under the Agreement, you should direct that complaint to our client services department, who will investigate the nature of the complaint to try to resolve it.

The Client is encouraged to contact our Client Services Department through email at complaints@investing.one. The employees of the Customer Support Department are available and committed to provide you with all necessary information and explanation in respect to your queries.

In case you are not fully satisfied with our final decision, you have the right to address your Complaint to CySEC or the Financial Ombudsman of Cyprus or through an Alternative Dispute Resolution Mechanism of the Court System. Further details are available in the relevant Complaints Policy of the Company.

In the event of a dispute, we may use Tradeplace server log files, amongst other things, to help determine the outcome. The server log-file is the most reliable source of information in a case of any dispute. The server log-file has the absolute priority over other arguments including the client terminal log-file as the client terminal log-file does not register every stage of the execution of the customer's instructions and requests.

We will acknowledge receipt (via email) of your complaint within five (5) business days from the receipt of your complaint and provide you the unique reference number of your complaint. The unique reference number should be used in all your future contact with the Company, the Financial Ombudsman and/or CySEC regarding the specific complaint.

Once we acknowledge receipt of your complaint, we will review it carefully, investigate the circumstances surrounding your complaint and will try to resolve it without undue delay and within the bounds of our mandate. In case the Company is unable to respond within two months, you will be issued a holding response (in writing or other durable medium) where you will be informed of the

reason/s for the delay and the period of time necessary to complete the investigation. This period of time cannot exceed three (3) months from the submission of the Complaint.

In case the Client is not fully satisfied with the Company's final decision, the Client has the right to address his/her Complaint to CySEC or the Financial Ombudsman of Cyprus or through an Alternative Dispute Resolution Mechanism of the Court System. Further details in respect to the Company's Complaints Handling Procedure are available in the relevant policy of the Company.

32. Suitability and appropriateness assessment

32.1. **Suitability:** You acknowledge that we do not provide any investment advisory service or discretionary portfolio management services, thus, we fall outside the scope of assessment of suitability requirements under the applicable laws and regulations.

32.2. **Appropriateness Assessment-Professional Clients:** If you are classified as a Professional Client, we are entitled under the Applicable Laws and Regulations to assume that you have the necessary experience and knowledge in order to understand the risks involved in relation to the Services or Transactions or types of Transactions, and to make your own evaluation of the merits and risks of any Transaction you enter into. This is due to the fact that Professional Clients possess the experience, knowledge and expertise to make their own investment decisions and properly assess the risks incurred.

32.3. **Appropriateness Assessment-Retail Clients:** If you are classified as a Retail Client, we are required by the applicable laws and regulations to obtain sufficient information for the purposes of assessing the appropriateness of the Financial Instruments offered by the Company. The purpose of the collection of information in regards to the assessment of appropriateness, is to enable us to assess your knowledge and experience in the case you wish to trade with complex instruments and leveraged products. The relevant information is

collected during the account opening procedure and before any Transactions are carried out.

The information required to be obtained for the purposes of the appropriateness assessment is gathered by means of a standardized questionnaire. If according to our assessment of appropriateness scoring, we will consider that complex and leveraged products we offer are not appropriate for you, you should carefully consider our warning. If you wish to proceed with Transactions, irrespective of the results of our appropriateness assessment, you should acknowledge our warning.

You hereby represent and warrant that you understand the purpose of the assessment of appropriateness that we undertake. If you provide us with incorrect or incomplete information about the assessment of appropriateness, you will adversely affect our ability to carry out correctly our obligation. If you have any questions or require any further clarifications regarding the appropriateness assessment, you should contact us for further assistance and clarifications, through the means specified herein.

We are entitled to rely on the information provided by you unless we are aware that the information is outdated, inaccurate or incomplete. We reserve the right, at any time, to require from you to provide additional or other information for the purposes of the appropriateness assessment, even after the completion of the appropriateness assessment. This may be done in respect of the following:

i. to verify through supporting documentation your knowledge and experience in trading in the specific services offered by us;
ii. a change to your circumstances which has come to our attention;
iii. as part of any ongoing monitoring activity carried out by us in compliance with Applicable Laws and Regulations;
iv. any other circumstances in which we consider that it is reasonable or appropriate for such information to be gathered.

33. Product governance

Under the requirements imposed by the CySEC in relation to Product Governance, we have determined the Target Market for each of the Financial Instrument offered by us.

As part of the account opening procedure, you acknowledge that you should provide the necessary information to enable us to determine whether you fall within the identified Target Market of end clients or not. Such information aims to evaluate whether your needs, characteristics and objectives are in line with the characteristics and risks of the products offered by the Company.

If you provide us with incorrect or incomplete information required under Product Governance regime, you will adversely affect our ability to carry out correctly our obligation and thus, you may be allowed to enter into Transactions in Financial Instruments that should not be marketed and offered to you.

34. Key Information Document

The Key Information Document ("KID") is the document prepared by a manufacturer for the packaged retail and insurance-based investment products ("PRIIPs") manufactured and sold to Retails Clients. In accordance with the requirements of PRIIPs Regulation, the purpose of the KID is to provide Retail Clients with overview information on the Company, applicable laws and regulations, the services offered as well as the nature and risks involved in the trading of complex products that fall under the definition of PRIIPs. Where a KID is available for a product offered by the Company, the Company will include on its website a reference/link to such KID.

As the KID constitutes an overview of the risks involved, is provided to you only for the purpose of helping you to understand the nature, costs, risk and rewards of the relevant products and to help you to compare it with other products of similar characteristics. The KID is provided to relation clients, and it should be used for information purposes. This Agreement comprises the primary legal agreement between you and the Company for the services we provide to you as described herein.

35. Transaction reporting

In accordance with the Markets in Financial Instruments Regulation (MiFIR), Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012, we are obliged to report transactions on financial instruments that are admitted for Trading on a Trading Venue ("ToTV") or for which a request for admission to trading has been made, financial instruments where the underlying is a financial instrument ToTV; and financial instruments where the underlying is an index or a basket composed of financial instruments ToTV.

In this respect, you are irrevocably authorizing us to report all of your reportable transactions to the CySEC. For the purposes of facilitating Transaction Reporting, you should provide us, among other, with the following supporting documentation, in an acceptable by us format:

a. **Natural Person:** Depending on the country of your residence, you should provide us with such supporting documentation as required by the Annex II of the Delegated Regulation (EU) 2017/590 regarding national client identifiers for natural persons to be used in transaction reports, including but not limited to the passport number or identity card number or concatenation (CONCAT) number.

b. **Legal Person:** You should provide us with the Legal Entity Identifier ("LEI"), the 20-digit, alphanumeric code that enables clear and unique

identification of legal entities participating in financial transactions. It is emphasized that we will not be in a position to provide a service triggering the obligation for us to submit a transaction report for a transaction entered into on your behalf, prior obtaining the LEI from your side. Failure to renew your LEI on an annual basis will result to the termination of this Agreement.

You should also provide us with any additional information and/or supporting documentation may be requested from time to time, required under MiFIR or any other applicable laws and regulations, in order to comply with our reporting obligation.

In case of refusal or failure to provide us with the required information and/or supporting documentation, we have the absolute right to refuse you to trade with us and to suspend your Account or terminate this Agreement.

36. Investor compensation fund

We participate in the Investor Compensation Fund for clients of Investment Firms regulated in the Republic of Cyprus. You will be entitled to compensation under the Investor Compensation Fund where we are unable to meet our duties and obligations arising from your claim.

The maximum limit of compensation coverage equals to 20.000EUR or 90% of the covered investor’s claim whichever is lower.

37. General

37.1. If any conflict arises between the Agreement and any applicable laws or regulations, the latter shall prevail. We are not required to do anything or refrain from doing anything which would infringe any applicable laws or regulations and may do whatever we consider necessary to comply with them.

37.2. Outstanding rights and obligations and transactions shall survive the termination of the Agreement and shall continue to be governed by its provisions and the particular clauses agreed between us in relation to such transactions until all obligations have been fully performed.

37.3. If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Agreement which shall remain in full force and effect.

37.4. Any failure by us (whether continued or not) to insist upon strict compliance with any provision of the Agreement shall not constitute nor be deemed to constitute a waiver by us of any of our rights or remedies. The rights and remedies conferred upon us under this Agreement shall be cumulative and the exercise or waiver of any part thereof shall not preclude or inhibit the exercise of any other additional rights and remedies.

37.5. No action, regardless of form, arising out of or in connection the Agreement, or otherwise existing between the parties, may be brought by a party more than two years after the cause of action is discovered. Discovery of action must be reported within two years of termination of this Agreement.

37.6. English shall be the language for communication between you and us for the duration of this Agreement unless otherwise agreed. This Agreement can be translated into different languages. If there are any inconsistencies between different language versions, the English language version shall prevail.

37.7. Tradeplace has elected not to offer accounts to US persons as defined by the Foreign Account Tax Compliance Act (FATCA). You confirm that by creating this account, you are not a US Person. In doing so, you agree that if Tradeplace subsequently becomes aware you meet the definition of a US person, we may require you to close your account immediately, and we will not be liable for any losses that you may incur as a result.

37.8. You agree that your use of data made available to you in relation to your use of the Services, in real-time or delayed, through the Trading App, which may include market prices, volumes and any other data related to Investments and transactions executed on the Trading App (collectively "Market Data"), is subject to confidentiality. You will only use the Market Data for your own personal use and benefit and not for the management of assets of a third party in any capacity. You will not use the Market Data for any unauthorized or illegal purpose, or in a professional capacity, meaning that you shall not use the Market Data in the capacity of a:

1. member of any exchange;
2. registered or qualified professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any financial regulatory authority;
3. employee of an organization for the performance of professional investment activities.

37.9. You receive the Market Data on "as is" and "as available" basis. The correctness, accuracy, completeness or timeliness thereof are not guaranteed in any way. At all times when Market Data seems incorrect or implausible, you shall not act upon such information. We do not assume any liability nor may be held liable to you for any damages arising in connection with the receipt or use of Market Data that is provided to you.

38. Force majeure

38.1. We may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a 'Force Majeure Event'), in which case we will, in due course, inform the CySEC and take reasonable steps to inform you. A Force Majeure Event will include, but is not limited to, the following:

a. any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the Instruments in respect of which we ordinarily deal in Transactions;

b. the suspension or closure of any market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

c. the occurrence of an excessive movement in the level of any Transaction and/or the Underlying Market or our anticipation (acting reasonably) of the occurrence of such a movement;

d. any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure;

e. failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

38.2. If we determine that a Force Majeure Event exists, we may, at our absolute discretion, without notice and at any time, take one or more of the following steps:

a. increase your Margin requirements if any;

b. close all or any of your open Transactions at such Closing Price as we reasonably believe to be appropriate;

c. suspend or modify the application of all or any of the Terms of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with the Term or Terms in question; or
d. alter the Last Dealing Time for a particular Transaction.

38.3. We shall incur no liability whatsoever for any partial or full default of our obligations by reason of any cause or event beyond our reasonable control, including but not limited to a Force Majeure Event.

39. Deposits and withdrawals

39.1. Deposits

Prior the Client entering into any Transaction must proceed with the depositing of funds. The minimum deposit amount which must be standing to the credit of Client's Trading Account is EUR10 or the relevant currency equivalent. Only deposits from an account with a credit institution or through payment service providers are accepted by the Company and credited to the Client's Trading Account. The Company does not accept any cash deposits or deposits from third parties. When the Client transfers money to his/her Account, the time taken for the funds to appear on the relevant Account depends on the method used for transferring such funds.

The Company has the right not to accept funds deposited by the Client and/ or to cancel his/her deposits and remit them back in the following circumstances:

- failure to provide any documents requested by the Company either for client identification purposes or for any other reason, including with respect to verifying the source of wealth;
- if the Company suspects or has concerns that the submitted documents may be false or fake;
- if the Company suspects that Client is involved in illegal or fraudulent activity or is engaged in abusive trading practices;
- if the Company has been informed that Client's credit or debit card (or any other payment method used) has been lost or stolen;
- where the Company considers that will be a chargeback risk;
- where the Company is not able to identify the Client as an original remitter of the funds or where is unable to return the funds to the same source of payment.

In case of cancelled deposits, and if there is not an actual or potential confiscation or freezing of Client's funds by a regulatory supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, Client's funds will be returned to the account that have been initially received from. The Company will process all remittances within one (1) Business Day of receipt of these requests. Clients shall be aware, however, that the actual time of processing may vary between the payment methods and processing time of any past deposits is not indicative and cannot guarantee that any subsequent deposits would be processed in the similar timeframe.

39.2. Withdrawals

Subject to the terms of this Agreement, the Client has the right to withdraw funds from his/her Trading Account provided that such funds are not being utilized for Margin purposes. We reserve the right to decline a withdrawal request if the request is not in accordance with certain conditions, i.e. margin requirements.

Particularly, the withdrawal of funds is subject to the margin requirements of the Company and is subject to the right of the Company to require additional information or documentation prior to releasing funds from the Client's Trading Account in compliance with the provisions of AML Law. The Client acknowledges that by default, the withdrawal of any portion of the Free Funds will be executed via the same method and to the same source as the one we originally received the funds from. There are certain situations where an exception might be made for a withdrawal to be executed to a payment method different from the one used for a deposit, but those are subject to approval by us. The Client will be required to provide us with all evidence requested by Us that the new payment method is in his/her name.

Once the Client's withdrawal request is approved, it will be processed and sent for execution to the same bank, credit card or other source from which the funds were debited. Note that some banks and credit card companies may take time to process payments especially in currencies where a correspondent bank is involved in the transaction. The Company shall have no liability for delays caused by such third parties. In the event where the Company is not fully satisfied with the documentation provided in relation to the withdrawal request, then it can request for additional documentation and if the request is not satisfied, the Company can reserve the withdrawal request and deposit the funds to the Client's trading Account.

If the Client requests a withdrawal of funds and the Company will not be able to comply with it without closing some part of Client's open positions, then it is noted that it will not comply with the request until the Client has closed sufficient positions to allow him/her to make the withdrawal.

The Client might not be able to withdraw the proceeds of the sale of shares from his/her account unless and until the sale has settled on the settlement date (usually at T+2). Notwithstanding the latter, we may, at our absolute discretion in limited circumstances, after receipt of a request from the Client, allow withdrawal of limited amounts. Proceed of sale of shares held in the Client's Account can be used before the settlement date for the purposes of buying more shares.

The Client consents that whenever he/she confirms a withdrawal, the Company will use a specific payment intermediary or bank to process his/her withdrawal as per the Client's Payment Instruction. The payment intermediary or bank may hold the withdrawal amount while the payment transaction is being processed, which means that the withdrawal amount will no longer be considered Client Money.

The Company shall not be obliged to pay interest to the Client on any funds which the Company holds. The Client waives all rights to interest.

The Client undertakes to inform us every time a card used by him/her to make deposits to his/her Account has been blocked, deactivated or otherwise suspended. Save for cases where a card has expired, we shall not be liable if we should satisfy the Client's withdrawal request by way of paying money back to a card that has been blocked, deactivated or otherwise suspended without the Client's prior notification thereof.

Any credit granted to clients, for the purposes of facilitating the trading activity, shall not be available for withdrawal, unless the actual funds are received in the Company's clients' bank accounts.

If the client decides to withdraw funds that were initially deposited with a payment card, by submitting a chargeback with his/her issuing bank or otherwise, then he/she expressly agrees that we shall have the right to deduct the respective amounts from his/her Free Funds in relation to any funds that are successfully reversed during the chargeback process.

40. Governing law and jurisdiction

40.1. The Agreement is governed by and shall be construed in accordance with the laws of the Republic of Cyprus. Each party irrevocably submits to the exclusive jurisdiction of the Cyprus courts to settle any suit, action or other

proceedings relating to the Agreement (proceedings). Nothing in the Agreement shall prevent us from bringing proceedings against you in any jurisdiction.

40.2. Each party irrevocably agrees to waive any objection which it may have at any time to the laying of venue of any proceedings brought in the Cyprus courts and agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

41. Entire agreement and amendments

41.1. This Agreement and any document referred to herein constitutes the entire agreement among the parties hereto and supersedes any and all prior agreements or understandings among the parties with respect to the subject matter hereof.

41.2. The Company may amend this Agreement at any time. Updated versions will be posted on the Company’s website, and the Client is responsible for reviewing them periodically. The Company shall provide the Client with notice in advance for material changes that affect clients' rights and obligations. Non-material, administrative, or campaign-specific updates will not trigger a mandatory notification requirement. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations or a request of a supervisory body may, if necessary, take effect immediately. In the event that the Client does not want to accept proposed changes to the User Agreement the Client can request to terminate the Agreement.

41.3. The Company shall have the right to review its costs, fees, charges, found on the Company’s website and/or mobile application, from time to time. In the absence of a Force Majeure event, the Company shall be providing the Client with notice on its Website and/or mobile application. Such changes shall be effected on the Website and /or the mobile application and the Client is responsible to check for updates regularly. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change.

42. Declaration

The Client declares that he/she has read, understood and accepted this Agreement in its entirety.

The Client declares that he/she has read, understood and accepted the document entitled Risk Disclosure Notice, and he/she has understood the warnings contained in this document.

By accepting this Agreement, the Client declares that he/she has read, understood and accepted all the information provided in the following documents, available on the Website and solely based on these contents he has willingly entered into a legally binding agreement with the Company:

- Conflicts of Interest Policy
- Risk Disclosure Notice
- Order Execution Policy
- Complaints Policy
- Key Information Documents
- Privacy Policy
- Client categorization Policy
- Share & Grow T&Cs

The Client declares that the terms of this Agreement, as amended from time to time and as they are published on the Website, override any previous, current or future representation, expressed or implied, made or to be made by us and/or any of our representatives, and shall be the only legally enforceable mean that defines the relationship between the Client and the Company.

The Client declares that he/she consents and agrees to direct advertising by any means, including but not limited to, by phone, email and facsimile.

The Client declares that he/she is over 18 years old and/or has full capacity (in case of legal entities) to enter and be bound by this Agreement and that he/she

is not prohibited by the legislation/regulations of his/her country of residence to enter into this Agreement.

The Client declares that all information provided in the account opening process is true, accurate, complete and not misleading and that he/she undertakes to inform the Company of any changes that might occur to the data/information provided in the said process.

The Client declares that he/she accepts and understands that it is his/her full responsibility to monitor for updates of the applicable Agreement in force as published in the Website from time to time. Any viewer or user of the Company's website, whether Client or not, accepts and understands that the use of the Website, or of any form of access through this website of information shown or of a service offered by the Company, constitutes knowledge and acceptance of the Agreement and all its contents.

The Client declares that he/she accepts and understands that the official language of the Company is the English language.

Last updated: 19.06.2026