

WISDOMPOINT CAPITAL LTD GENERAL TERMS OF BUSINESS

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1 GENERAL INFORMATION

- 1.1 WISDOMPOINT CAPITAL LTD (hereafter – the “Company”) is a private limited liability company incorporated under the laws of the Republic of Cyprus, with registration number HE 307126 and License Number 219/13 issued by the Cyprus Securities and Exchange Commission (“CySEC”). The Company’s registered office is located at Andrea Zappa 1, Office 9, 4040, Limassol, Cyprus.
- 1.2 The trade name WISDOMPOINT CAPITAL LTD, along with the domain <https://wisdompointcapital.com> listed on the official CySEC portal, are owned and operated by the Company.
- 1.3 The term “Client” refers to any individual or legal entity receiving services from the Company. The Client acknowledges and accepts that English is the official language of the Company and agrees to refer exclusively to the legal documentation published on the Company’s official website for all information, terms, and disclosures regarding the Company and its services.
- 1.4 The relationship between the Client and the Company is governed by these General Terms of Business (hereinafter referred to as the “General Terms”, “General Rules”, or “Agreement”). As these General Terms constitute a distance contract, they are governed by the Distance Marketing of Financial Services Law № 242 (I)/2004, which implements EU Directive 2002/65/EC. Under this framework, a physical signature is not required for the General Terms to be legally binding, and they carry the same enforceability as a signed agreement. However, should a Client wish to obtain a signed version, the Client may print two copies of the General Terms, sign them, and send them to the Company. The Company will then sign and stamp the documents, returning one fully executed copy to the Client.
- 1.5 By accepting these General Terms, the Client enters into a legally binding Agreement with the Company. The Agreement becomes effective once the prospective Client accepts the “Letter of Application to the General Terms.”

2 KEY TERMS AND DEFINITIONS

“Access Codes” refer to all credentials used by the Client to access the Company’s trading platform, including login codes, passwords, Trading Account numbers, Electronic Authentication Means (EAM), and any other required security information.

“Affiliate” means any company or partnership under common control with, controlling, or controlled by another entity.

“Affiliated Company” refers to any legal entity that belongs to the same corporate group.

“Allocation” refers to the actual number of shares purchased during an IPO, which depends on market supply and demand. The lead underwriter reserves the right to partially execute collective applications. The Company does not guarantee any specific allocation, and any shares received are distributed among Clients on a fair and non-discriminatory basis through internal allocation procedures.

“Applicable Regulation” refers to all laws, rules, and regulations issued by relevant regulatory authorities, stock exchanges, or other governing bodies, as amended from time to time.

“Assets” means both Funds and Securities.

"Ask" or "Ask Price" refers to the price at which the Client can purchase Financial Instruments.

"Authorized Person" means any individual duly authorized by the Client to act on their behalf under this Agreement.

"Balance" refers to the Client's total Assets, adjusted for withdrawals and any realized profit or loss, including amounts held in any Trading Account.

"Base currency" means the primary currency of the Client's Account, which is EUR unless otherwise agreed in writing.

"Bid" or "Bid Price" refers to the price at which the Client can sell Financial Instruments.

"Business Day" means any day (excluding Saturdays, Sundays, and public holidays in Cyprus) when banks are open for business in major financial centers for the relevant currency.

"Buy", "Go Long", or "Long Position" means entering a buy transaction at the Company's quoted price.

"Client" (including "you", "Customer") means any individual or legal entity to whom the Company provides investment or ancillary services.

"Client Account" or "Account" refers to any Account(s) opened by the Company for the Client under these General Terms.

"Client's Bank Account" means any account held by the Client (or by the Company on behalf of the Client) with a bank, payment institution, or credit card processor.

"Client Money" means all money received or held by the Company on behalf of the Client in connection with services provided, safeguarded in accordance with applicable regulations.

"Contract Specifications" means details regarding each type of Financial Instrument offered by the Company, including fees, spreads, commissions, margin requirements, and other trading terms published on the Company's platform or website.

"CySEC" means the Cyprus Securities and Exchange Commission.

"Delivery Date" means the Business Day on which either Party transfers the Securities to the Account, unless otherwise agreed.

"Dormant Accounts" refers to accounts on which no broker commission charges have been applied under the Client's current tariff plan for a period of 12 consecutive months, excluding any special dormant fee. Further details are available in the Dormant Accounts Policy published on the Company's website.

"Durable medium" means any instrument that allows the Client to store information for future reference and ensures its unchanged reproduction (e.g., email, PDFs).

"Electronic Authentication Means" (EAM) includes SMS EAM, WebToken, and Token, which are electronic equivalents of the Client's written signature.

"Electronic Trading Platform" means the electronic system operated by the Company to provide investment services.

"Equity" means the Client's Balance plus or minus unrealized profit or loss from open positions.

"Fees" means the Company's fees and commissions for executing transactions, calculated as per Appendix 11.

"Financial Instruments" or "Instruments" means the instruments defined in paragraph 4.2 of these General Terms. The list of Financial Instruments for

which the Company provides services is published on the Company's official website.

"Funds" refers to:

- (i) Money transferred by the Client to the Company for purchasing Securities; and/or
- (ii) Money received by the Company from third parties on behalf of the Client as proceeds from the sale of Securities.

Funds are credited to the Account, reflected in Account statements, and may be withdrawn or added by the Client through appropriate Instructions, provided such withdrawals do not affect existing obligations or transactions.

"Regular payment" means a recurring payment arrangement allowing the Company to withdraw funds from the Client's Bank Account or card per the Client's instructions.

"SEPA Debit Direct" means fund collection transactions initiated under the SEPA Direct Debit Core Scheme, based on the Client's consent (Mandate) for the Company's services.

"Instructions" means any written directives provided by an Authorized Person of the Client regarding the Company's services.

"Introducing Broker" means any entity or individual compensated by the Company and/or Clients for referring Clients to the Company.

"Investment Services" means the services described in paragraph 4.1 of this Agreement.

"Issuer" means any legal entity issuing the Securities, duly incorporated under applicable law.

"Initial public offering (IPO)" means the first public issuance of a company's securities.

"Key pair" means a private and public cryptographic key used to verify the Client's identity when initiating a secure session on the platform.

"Law" means the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(1)/2017), as amended.

"Material Terms" means the core terms of any Trade Order or transaction, including trade date, direction, issuer, ISIN, price, payment amount, value date, accrued interest, and settlement details.

"MTF (Multilateral Trading Facility)" means a trading system operated by an investment firm or market operator, where third-party buying and selling interests in financial instruments are matched according to fixed rules.

"Online Instructions" means instructions submitted via the Company's electronic systems.

"Order" means a request for transaction execution.

"Outsourcing" means any arrangement where a third-party service provider performs a function otherwise handled by the Company.

"Payment Amount" means any amount payable by one Party to the other under this Agreement, including accrued interest (where applicable).

"Portfolio" means all Securities, funds, reinvestments, and proceeds belonging to the Client, excluding withdrawals.

"Power of Attorney" means the Client's authorization for a third party to act on their behalf in dealings with the Company.

"Price" means the price of Securities in USD or another currency, determined in accordance with the Trade Order.

"Registrar" means the licensed legal entity maintaining the securities holders' register (if applicable).

"Regulated Market" means any regulated trading venue as defined under Directive 2014/65/EU.

"Regulations" means Law 87(I)/2017 and all related CySEC regulations.

"Secure Session" means a trading session initiated with the Client's secure access codes via the Company's platform.

"Securities" means all financial instruments, investments, and equity interests in funds.

"SMS Authorization" means a secure login code sent by SMS or Telegram to the Client's registered number.

"SMS EAM" means an electronic equivalent of the Client's written signature, provided via a one-time SMS or Telegram code.

"Token" means a device generating secure access codes for a Secure Session, available for purchase from the Company's website.

"Trade Date" means the date on which a securities trade is executed.

"Trading Account(s)" or **"Account(s)"** means a unique internal account maintained by the Company for Client deposits and transactions.

"Transaction" means any operation on the Client's Account, including buying, selling, deposits, withdrawals, and trade executions.

"Value Date" means the Business Day on which a payment amount is transferred by one Party to the other's bank account.

"WebToken" means an electronic signature equivalent generated using cryptographic keys for opening a Secure Session.

3 SCOPE AND APPLICABILITY

- 3.1 The Letter of Application to the General Terms is executed upon the Client's acceptance of these General Terms. To become a party to this Agreement, the Client and WISDOMPOINT CAPITAL LTD shall complete and sign the Letter of Application in the format provided in Appendices 1 and 2 of these General Terms. The Agreement between the Client and the Company is deemed effective from the date on which the Client signs the Letter of Application.
- 3.2 The Letter of Application must be signed by the Client personally or by a duly authorized representative acting under a valid Power of Attorney or any other legal authority as permitted by applicable law.
- 3.3 This Agreement (including any amendments) is non-negotiable, supersedes any prior agreements between the Company and the Client on the same subject matter, and constitutes the sole and binding agreement governing the relationship between the parties.
- 3.4 This Agreement establishes the framework under which the Company provides Investment Services and offers Financial Instruments. It is intended to assist

the Client in making informed decisions regarding the Company, its services, and the risks associated with the Financial Instruments offered.

- 3.5 Clients are advised to read this Agreement in its entirety before deciding whether to acquire, hold, or continue to use any Financial Instruments or related Investment or ancillary services provided by the Company.
- 3.6 This Agreement applies to both Retail and Professional Clients and governs all investment and ancillary services delivered by the Company.

4 PROVISION OF SERVICES

4.1 Investment Services

The Company shall provide the following Investment Services to the Client:

- a) Reception and transmission of orders in relation to one or more financial instruments
- b) Execution of orders on behalf of clients
- c) Dealing on own account

4.2 Ancillary Services

The Company shall also provide the following ancillary services:

- a) Safekeeping and administration of financial instruments for the account of clients, including custodianship and related services such as cash/collateral management.
- b) Granting credits or loans to an investor to allow him to carry out a transaction in 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
- d) Investment services and activities as well as ancillary services of the type included under Parts I and II of the Investment Services and Activities and Regulated Markets Law of 2007 (L144(I)/2007), related to the underlying of the derivatives included under paragraphs 5, 6, 7 and 10 of Part III where these are connected to the provision of investment or ancillary services.

- 4.3 The services outlined in paragraph 4.1 may involve transactions in Financial Instruments that are not admitted to trading on Regulated Markets, Multilateral Trading Facilities (MTFs), or any other recognized stock exchange. By entering into this Agreement, the Client acknowledges and expressly consents to the execution of such transactions.

- 4.4 The Company does not provide investment advice. Any investment-related information or communication from the Company to the Client shall not constitute investment advice and does not represent any warranty or guarantee of future performance or returns. The Client assumes full responsibility for all decisions, strategies, and transactions undertaken.

- 4.5 The Company shall conduct its business relationship with the Client under the terms of:

- i. This Agreement, including all Appendices; and
- ii. The Letter of Application to the General Rules and Regulations of Services on the Securities Market.

- 4.7 This Agreement applies to all transactions executed by the Client or their duly authorized representative with the Company, through any electronic system provided by the Company.

5 SUITABILITY AND APPROPRIATENESS

- 5.1 The Client is solely responsible for assessing the risks of any transaction. The Company provides no assurance regarding the suitability of Financial Instruments or services and assumes no fiduciary duty. Where required by

Regulations, the Company will assess the appropriateness of certain services or instruments and will issue a warning if they are deemed unsuitable, provided the Client has supplied sufficient information for such an assessment.

- 5.2 For execution-only services involving complex products, the Company must evaluate the Client's knowledge and experience to ensure awareness of risks. Professional Clients are deemed to have the necessary expertise. If a Client believes they lack such knowledge, they must inform the Company. The Company accepts no liability if the Client fails to disclose this information.
- 5.3 For execution-only services involving non-complex instruments (e.g., listed shares, bonds, money market instruments, or UCITS), and where the service is provided at the Client's initiative, the Company is not required to assess the Client's knowledge, experience, or objectives.

6 RISK DISCLOSURE AND ACKNOWLEDGEMENT OF RISKS

- 6.1 Trading in futures, options, derivatives, shares, or other commodities involves significant leverage and a high degree of risk. The Client may lose the entire amount of invested capital. These products may not be suitable for all investors. The Client must ensure full understanding of the risks involved and seek independent professional advice if necessary.
- 6.2 The Company will assess the appropriateness of a proposed service solely based on information provided by the Client, including financial status, prior investment experience, risk tolerance, and objectives. The Client is responsible for notifying the Company in writing of any changes that could affect such assessments and for keeping all information current.
- 6.3 Any general views, market commentary, trading suggestions, research, or other information provided by the Company (whether orally or in writing) are not investment advice and do not establish an advisory relationship. Such information is provided in good faith but without warranty as to accuracy, completeness, or tax implications. The Company accepts no liability for any losses resulting from reliance on such information.
- 6.4 Before engaging in any Financial Instrument, Service, or Transaction, the Client must carefully consider all associated risks, including but not limited to: credit risk, market risk, liquidity risk, interest rate risk, foreign exchange risk, operational and insolvency risk, risks of over-the-counter (OTC) trading, clearing house risks, price transparency, contingent liabilities, and legal/regulatory risks. The Client must also review the Risk Disclosure Notice, all product documentation (e.g., term sheets, prospectuses), and Contract Specifications for further risk information.
- 6.5 The Client acknowledges that the value of Financial Instruments can fluctuate and may become worthless. Prices depend on market movements beyond the Company's control.
- 6.6 The Client confirms that they understand and accept the following:
- i. Past performance of a Financial Instrument does not guarantee future results.
 - ii. Some instruments may be illiquid, making them difficult to sell or value.
 - iii. Currency exchange rate fluctuations may negatively affect investments denominated in foreign currencies.
 - iv. Foreign markets involve additional risks that may exceed those of domestic markets.
 - v. Derivatives, including non-delivery spot contracts, carry risks of total loss and additional costs.
 - vi. The value of derivatives depends on the price of the underlying asset.

- i. vii. Clients should not invest in derivatives unless they can bear the risk of losing their entire investment plus any associated costs.
- 6.7 These disclosures do not constitute investment advice or recommendations. Clients unsure about the meaning of these warnings should seek independent legal or financial advice.
- 6.8 The Client acknowledges that there may be additional risks beyond those stated above and confirms that they have read and understood the Company's Risk Disclosure Notice, provided during account opening and available on the Company's website.
- 7 ELECTRONIC TRADING FRAMEWORK**
- 7.1 The Company shall provide the Client with unique access codes for the purpose of entering into Transactions or conducting dealings via the Company's Trading Platform.
- 7.2 The Client is granted a non-exclusive, non-transferable right to access the Company's Electronic Systems and Trading Platform solely for their own internal business use.
- 7.3 All rights, titles, and interests, including intellectual property rights (such as trademarks and trade names) relating to the Company or its Trading Platform, are owned by the Company or its licensors. The Client acquires no rights other than the limited right to access and use the Trading Platform in accordance with this Agreement. The Company may, at its sole discretion and without prior notice, modify, update, or replace any part of its Electronic Systems.
- 7.4 The Client may download content from the Trading Platform ("Content") only for its intended purpose and must treat all such Content as confidential. The Client may not reproduce, distribute, or disclose any Content to third parties without the Company's prior written consent.
- 7.5 The Company may allow the Client to enter into Transactions through its Electronic Systems; however, any Content provided in connection with a Transaction does not constitute a binding offer. The Company reserves the right to amend such Content, including after the Client has expressed interest in a Transaction.
- 7.6 The Client acknowledges that electronic communications may experience delays or disruptions and that Content may not always be updated in real time. The Client may place orders verbally by contacting the Company's Dealing Desk at +357 25 010750. The Company may refuse verbal instructions if identity verification is unsatisfactory or if instructions are unclear. Verbal orders are processed on a first-come, first-served basis, and the Company accepts no responsibility for delays.
- 7.7 The Client is responsible for maintaining the confidentiality of all access credentials, account details, transaction history, portfolio information, and any other sensitive data related to their Account.
- 7.8 The Client is fully liable for all orders and actions executed under their access codes. Where an authorized representative acts on behalf of the Client, the Client remains liable for all orders placed using the access credentials provided to that representative.
- 7.9 The Company may reject any orders submitted through means other than its approved Electronic Systems.
- 7.10 The Client must promptly notify the Company if they suspect unauthorized use of their access codes. The Company cannot detect unauthorized logins by third parties and accepts no liability for such events.

- 7.11 The Company is not liable if third parties gain access to communications or personal data transmitted via the Internet, telephone, or other electronic networks between the Client, the Company, or any other party.
- 7.12 To the extent permitted by law:
- i. The Company disclaims all warranties (express, implied, or statutory) regarding the condition, performance, or fitness for purpose of its Electronic Systems;
 - ii. The Company is not liable for losses or costs (including consequential losses) arising from instructions or communications sent over the Internet;
 - iii. The Client is solely responsible for all orders and the accuracy of information submitted using their access codes; and
 - iv. The Company is not responsible for damage to equipment or software caused by viruses, defects, or malfunctions related to the use of its Electronic Systems.
- 7.13 Unless otherwise stated:
- i. The Company's Electronic Systems are not targeted at residents of any specific jurisdiction where such use would be illegal;
 - ii. Services, offering documents, or information will not be distributed in jurisdictions where such distribution is prohibited or would require the Company to obtain local licenses or registrations; and
 - iii. The Company does not operate as a registered broker-dealer or investment adviser in the United States and does not offer services to U.S. persons.
- 7.14 The Company will maintain its Electronic Systems for efficient operation, which may require maintenance, upgrades, or patches. Such activities may result in temporary unavailability of services. The Company accepts no liability for losses or damages resulting from such interruptions.
- 7.15 The Company reserves the right to suspend or terminate the Client's access to its Electronic Systems if the Client fails to meet payment obligations, uses the system in a way that adversely affects the Company or third parties, or otherwise breaches these provisions.

8 CLIENT ORDERS AND INSTRUCTIONS

- 8.1 The Client expressly consents to the Company executing or transmitting orders for execution outside of a regulated market or multilateral trading facility (MTF).
- 8.2 Orders and instructions must be submitted to the Company exclusively through the trading platform. The placement of client orders via telephone is not permitted.
- 8.3 Certain Financial Instruments are traded only during specific hours. The Client is responsible for checking the "Pricing and Rates" page on the trading platform before trading.
- 8.4 Unless otherwise agreed, the Company may act on any instruction it reasonably believes to have been provided by the Client or an authorized representative without verifying the identity or authority of the person giving the instruction.
- 8.5 The Client must ensure that all instructions are clear and accurate. If instructions are incomplete, unclear, or delayed, the Company may require written confirmation, take protective steps at the Client's cost, or decline to act. The Company is not obliged to execute a transaction unless required by Applicable Regulations and may decline any order without providing a reason.

- 8.6 The Client consents to the Company recording all communications (including phone calls) with the Client or their representatives, and retaining such records as it deems necessary, unless prohibited by law.
- 8.7 The Client accepts all risks of errors in orders, including those arising from technical or mechanical issues.
- 8.8 The Client may authorize a third party (representative) via a Power of Attorney, provided that:
- (a) written notification is provided to the Company in a form acceptable to the Company.
 - (b) the Company has approved the representative; and
 - (c) both the Client and the representative have met all conditions specified by the Company.

Unless terminated by written notice (with at least 2 Business Days' prior notice), the Company will treat instructions from the authorized representative as valid and binding. The Company reserves the right to reject instructions or revoke any Power of Attorney at its sole discretion, including reversing related transactions if necessary.

- 8.9 Instructions, once given, may only be amended or withdrawn with the Company's consent and provided they have not already been executed. The Company may defer or refuse to act on instructions if it considers this impractical or not in the Client's best interest. Orders not available through the Electronic Trading Platform, as described in the Company's Best Execution Policy, will be rejected automatically. Order status is always displayed on the Platform. The Company is not liable for losses arising from delays, inaccuracies, or refusal to act.
- 8.10 The Company accepts no liability for losses or costs (including consequential loss) caused by instructions transmitted via the internet or other electronic media. The Client is solely responsible for all orders and information submitted under their credentials. The Company is not responsible for transmission delays or inaccuracies beyond its reasonable control.
- 8.11 Orders are executed at the "**BID**"/ "**ASK**" prices displayed on the Electronic Trading Platform at the time of placement. Due to market volatility and internet latency, the execution price may differ from the price displayed during order confirmation.
- 8.12 In the event of force majeure, hacker attacks, illegal actions against the Trading Platform, or suspension of trading in relevant markets, the Company may suspend, freeze, or close positions and request a review of executed transactions.
- 8.13 To the extent permitted by Applicable Regulations, the Company does not owe best execution duties for services outside the scope of MiFID II.
- 8.14 Where the Client provides **specific instructions**, the Company's best execution obligations are limited to executing those instructions.
- 8.15 Orders are executed in line with the Company's **Best Execution Policy**, as amended from time to time. The latest version is available on the Company's website and forms part of this Agreement.
- 8.16 The Company reserves the right to partially execute Client orders, depending on market conditions and order volume.

- 8.17 Trading functions or plug-ins (e.g., “Trailing Stop” or “Expert Adviser”) available on the Electronic Trading Platform are used solely at the Client’s risk. The Company accepts no responsibility for outcomes resulting from their use and may, at its discretion, restrict or disable such functions if they affect the stability or integrity of the Trading Platform. In such cases, the Company may terminate the relationship with the Client by written notice.

9 RIGHT TO REFUSE EXECUTION OF ORDERS

- 9.1 The Company reserves the right, at any time and at its sole discretion, to refuse the provision of any investment or ancillary service, including the execution of orders for trading Financial Instruments, without prior notice or explanation to the Client. Such refusal may occur in, but is not limited to, the following circumstances:
- i. Insufficient funds available in the Client’s trading account;
 - ii. The order is deemed to compromise the smooth operation or reliability of the Trading Platform;
 - iii. The order is suspected of attempting to manipulate the market of a Financial Instrument;
 - iv. The order is suspected to result from the use of inside or non-public information;
 - v. The order appears to involve the proceeds of illegal activities or money laundering.
- 9.2 The Company may refuse to execute any pending order and/or adjust the opening or closing price of an order in the event of technical errors or other operational issues.
- 9.3 The Client acknowledges that any refusal to execute an order by the Company is without prejudice to the Client’s existing obligations or the Company’s rights against the Client or their assets.

10 MARGIN REQUIREMENTS

- 10.1 To open and maintain a transaction, the Client must deposit and maintain with the Company sufficient funds as security for current or future obligations or liabilities (“Margin”), in amounts and forms required by the Company at its sole discretion. Margin requirements may vary depending on the Financial Instrument.
- 10.2 Trading on leverage amplifies both gains and losses and may result in losses exceeding the Client’s initial deposits. Small price movements in the underlying asset can cause substantial financial outcomes. However, the Company provides negative balance protection, limiting the Client’s aggregate liability to the total funds deposited in their account.
- 10.3 Certain jurisdictions or client classifications may require maximum leverage ratios and/or minimum margin levels. To comply with such regulations, the Company reserves the right to adjust leverage ratios or margin requirements on affected accounts. If the Client fails to meet these requirements or exceeds permissible leverage, the Company may, without notice, close any or all open positions—whether at a profit or loss—and liquidate the Client’s account. If the Client’s account value falls below the required security threshold, positions may be closed at the current market price to cover negative balances.
- 10.4 For Retail Clients, the Company applies regulatory leverage limits based on residency. These limits are detailed on the Company’s website. Professional Clients are not subject to such restrictions.

- 10.5 The Company may amend margin requirements at any time. All margin obligations must be satisfied in the currency and within the timeframe specified by the Company, or, if unspecified, immediately.
- 10.6 The Client is responsible for maintaining arrangements to receive margin notifications and acknowledges that the Company may issue margin calls requiring additional funds. Factors affecting margin calls may include account size, total open positions, trading volume, and market conditions.
- 10.7 No prior margin arrangement limits the Company's right to increase margin rates without notice. The Client must monitor their account balance to ensure compliance with applicable margin requirements at all times.
- 10.8 Failure to meet margin requirements or to make required margin payments may result in the immediate closure of open positions—whether at a profit or loss—and the liquidation of the Client's account, without further notice.

11 TRADE SETTLEMENT PROCEDURES

- 11.1 The Company shall settle all transactions promptly upon execution, unless otherwise agreed. Settlements shall follow the standard market practices applicable to the relevant Financial Instruments or markets.
- 11.2 The Company will provide the Client with a monthly account statement within five (5) Business Days after the end of the preceding month, available through the trading platform or, upon request, in paper form. Any account statement, certification, or confirmation issued by the Company concerning a transaction shall be deemed final and binding unless the Client submits a written objection within two (2) Business Days of receipt.
- 11.3 The Company's obligations under Clause 11.2 are considered fulfilled once account statements and transaction confirmations are made available online via the Trading Platform. Any objection to an executed transaction must be submitted in writing within two (2) Business Days of the transaction date.

12 BEST EXECUTION

- 12.1 The Company takes all reasonable measures to achieve the best possible outcome for Clients when executing orders involving Financial Instruments. The Company's Best Execution Policy provides an overview of its execution practices and factors that may influence execution outcomes.
- 12.2 The Best Execution Policy forms an integral part of this Agreement. By entering into this Agreement, the Client acknowledges and agrees to the terms of the Best Execution Policy, which is available on the Company's website.

13 CLIENT ACCOUNT MANAGEMENT

- 13.1 The Client must open an Account with the Company to execute any transaction involving Financial Instruments offered under this Agreement.
- 13.2 The Client confirms that the Account will not be used for payments to third parties.
- 13.3 To open an Account, the Client must complete the Company's online Application Form, sign the Letter of Application to the General Rules and Regulations on Services on the Securities Market, and submit all required documents as specified on the Company's website.

- 13.4 Upon receiving the required documentation, the Company will send the Client written confirmation of acceptance. If the Client fails to provide the required documents, or if the documents are incomplete or invalid, the Company reserves the right to refuse Account opening or maintenance. In such cases, the Company will notify the Client in writing.
- 13.5 The initial funding of the Client's Account shall be in the Base Currency (EUR) in the amount specified on the Company's website. Any subsequent deposits made in a different currency will be converted into the Base Currency at the prevailing exchange rate applied at the time the funds are received.
- 13.6 This Agreement becomes effective upon the initial funding of the Client's Account, provided the Company has confirmed the Client's acceptance in accordance with Clause 13.4.
- 13.7 The Client is solely responsible for informing the Company if transaction details related to the Client's Account must be reported to the Client's employer, including its compliance officer, and whether contract notes and account statements should be sent to such officer or any other person authorized by the employer.

14 PROTECTION OF CLIENT ASSETS AND FUNDS

- 14.1 The Company implements appropriate measures to safeguard and protect Clients' financial instruments and funds. The Company maintains records and accounts to ensure clear segregation of each Client's assets from those of other Clients and from the Company's own assets.
- 14.2 When holding Client financial instruments and funds, the Company shall take all reasonable steps to prevent their use for its own account.
- 14.3 Client funds will be held with a bank or other institution permitted under Applicable Regulations, in the name of the Client and/or in the name of the Company on behalf of the Client, in a designated segregated account identified as a Client Account.
- 14.4 The Company's accounting records distinguish its own funds/assets from those held on behalf of Clients.
- 14.5 Regular reconciliations are performed between the Company's internal accounts and accounts held with third parties that safeguard Client assets.
- 14.6 Where Client financial instruments are held by the Company, it shall take measures to safeguard the Client's ownership rights, particularly in the event of insolvency, and shall not use Client instruments for its own purposes without express Client consent.
- 14.7 Client funds will be safeguarded to prevent use for the Company's own account, except as permitted for credit institutions under Applicable Regulations.
- 14.8 The Company maintains organizational arrangements designed to minimize the risk of loss, diminution of Client assets, or impairment of rights related to those assets.

15 CLIENT ASSETS AND FUNDS HELD WITH THIRD PARTIES

- 15.1 The Client's assets may be held with third parties (e.g., banks, prime brokers) on behalf of the Company. The Client may object to the use of a specific third party for holding their assets. In the absence of such objection, the Client accepts all risks associated with third-party custody. Upon request, the Company will provide further details on the third parties used.
- 15.2 The Company will maintain books and records (the Securities Account, collectively referred to with the Client Account as the Accounts) reflecting all securities purchased, sold, or redeemed, and all transactions conducted on behalf of the Client.
- 15.3 The Company is authorized to collect all income and principal related to the Client's portfolio and to redeem securities at maturity or when called for payment.
- 15.4 The Company's records will always indicate that the Client's securities form part of the portfolio. All proceeds or income from the portfolio shall be held in the Accounts for the Client's benefit.
- 15.5 The Client may request the withdrawal of cash from their Account with three (3) Business Days' written notice, subject to the Company retaining sufficient funds to meet prior commitments and reimbursement of any withdrawal-related costs. Transfers will be made as per Clause 17 of this Agreement.
- 15.6 The Client may request delivery of all or part of the portfolio with three (3) Business Days' written notice. Upon such request, or upon withdrawal from this Agreement (see Clause 33), the Company shall transfer the portfolio or designated securities to the Client or a nominee, after deducting applicable costs. The Company shall not transfer securities if such transfer is prohibited or impractical under applicable law or regulations. In such cases, the Company will notify the Client and continue to hold the securities pending further instructions.
- 15.7 If no activity occurs in the Client's Account for twelve (12) consecutive months, the Company may terminate this Agreement in accordance with Clause 32.

16 COLLATERAL MANAGEMENT

- 16.1 Where the Company receives Client assets (including money) as collateral, margin, or under any other security arrangement related to transactions, the Company is entitled to use such assets as its own. Upon receipt of such assets, the Company assumes regulatory obligations to record and return equivalent assets, but such assets will not be treated as Custody Assets during this period.
- 16.2 If transactions result in a negative Account Balance or involve a currency not held in the Client's Account, the Company may credit the Account with sufficient funds to cover the negative balance. The Company will charge interest on such amounts at a rate determined by the Company.

17 FUND TRANSFERS

- 17.1 The Company shall provide the Client with the details (name, address, and account number) of its designated Client Account for the transfer of funds. It is the Client's responsibility to review and understand the terms for each payment method provided by the Company, including debit/credit card transactions and recurring payments.
- 17.2 The Client must clearly state their name and all required details on the payment document in compliance with international anti-money laundering (AML) and counter-terrorism financing regulations. Payments from third parties to be credited to the Client's Account will not be accepted.

- 17.3 Funds transferred to the Client's Account must originate from the Client's own bank account and not from any third party.
- 17.4 Funds transferred to the Company's Client Account will be credited to the Client's Account on the value date of the payment, net of any bank charges. The Company must verify that the sender is the Client before making funds available in the Trading Account. If verification fails, the Company may, at its discretion, return the net amount to the remitter using the original payment method or another method it deems appropriate.
- 17.5 The Client is solely responsible for providing accurate payment details. The Company will not be liable for any losses due to incorrect or incomplete payment details or for funds not deposited directly into the Company's accounts.
- 17.6 The Company reserves the right to refuse any transferred funds in the following cases (non-exhaustive):
- i. The funds were sent by a third party;
 - ii. The Company suspects the sender is not duly authorized;
 - iii. The transfer violates applicable legislation.
- In such cases, funds will be returned to the remitter by the same method, and the Client will bear any associated bank charges.
- 17.7 By accepting this Agreement, the Client authorizes the Company to make deposits and withdrawals from the Client Account on their behalf, including for the settlement of transactions or the payment of any amounts due to the Company or third parties.
- 17.8 The Client may withdraw funds from their Account without closing it.
- 17.9 Unless otherwise agreed in writing, any funds payable by the Company to the Client will be transferred to the Client's personal account. Withdrawal requests are processed within the timeframe specified on the Company's website. The time for funds to reach the Client's account depends on the Client's bank. The Account balance will be reduced on the date the withdrawal request is processed. The Company may decline withdrawal requests that are not compliant with this section.
- 17.10 The Company reserves the right to reject a withdrawal request made through a specific payment method and may require the Client to submit a new request via an alternative method. Additional documentation may also be requested. If documentation is insufficient, the Company may reverse the withdrawal and re-credit the funds to the Client's Account.
- 17.11 The Company retains a general lien over all Client funds, securities, and assets in its possession as security for any obligations owed by the Client, whether actual or contingent. The Company may, without prior notice, set off any amounts due and combine or consolidate any of the Client's accounts. This Agreement does not create any rights to overdrafts or credit facilities unless expressly agreed in writing.
- 17.12 If any deposit made to the Client's Account is reversed by the Client's bank for any reason, the Company will immediately reverse the affected deposit and may reverse any transactions executed after the deposit date. This may result in a negative balance, which the Client accepts. The Company may consolidate any of the Client's accounts as outlined in Clause 17.11.

- 17.13 The Client confirms that they have reviewed and accepted the Company's fees and costs related to deposits and withdrawals, as listed on the Company's website. The Company reserves the right to amend these fees at its discretion. Any updates will be posted on the website, which the Client must regularly monitor.
- 17.14 If the Client's bank account is frozen or blocked for any reason, the Company will not be responsible, and related funds may also be blocked.
- 17.15 By entering this Agreement, the Client waives any right to interest earned on funds held in the Client Account. Any interest accrued will be retained by the Company to cover administrative and account maintenance costs, without passing these costs to the Client.
- 17.16 The Client authorizes the Company to transfer or hold Client funds with another authorized broker in a segregated Client account or, where applicable, in an omnibus account.
- 17.17 The Client acknowledges and accepts the terms of recurring payments and provides express consent for their execution.

18 SEPA DIRECT DEBIT PAYMENTS

- 18.1 The Company may collect funds directly from the Client's bank account within the SEPA zone in accordance with Directive 2014/65/EU and the SEPA Direct Debit Core Scheme Rulebook.
- 18.2 To activate SEPA Direct Debit, the Client must create an order in their Personal Account on the Company's website, which serves as a mandate for the Company to debit funds from the Client's bank account.
- 18.3 The Company will notify the Client electronically five (5) Business Days before each SEPA debit transaction.
- 18.4 The Client has the right to request a refund of debited funds from their bank within eight (8) weeks of the debit date.
- 18.5 Refunds do not release the Client from obligations to settle any disputed collections with the Company, nor do they affect the outcome of related disputes.

19 COMPANY FEES, COSTS, AND CHARGES

- 19.1 The Company is entitled to receive fees for its services and to recover any expenses incurred in connection with this Agreement. The Company may revise its fees and expenses from time to time, with notice provided to the Client.
- 19.2 The Client acknowledges that the Company may unilaterally adjust commissions and fees without prior consultation or consent.
- 19.3 The Client shall pay all amounts owed to the Company when due, in cleared, freely transferable funds, in the currency and to the accounts specified by the Company, without deductions or set-offs unless required by law.
- 19.4 The Company may deduct its fees and charges from any funds held for the Client, including by combining or transferring between Client accounts. The Company may also close open positions to settle outstanding obligations.
- 19.5 The Company may charge interest on overdue amounts at a rate it reasonably determines to reflect its cost of funding. Interest accrues daily. If the Client fails to deposit required funds, the Company may sell Financial Instruments in the Client's account without prior notice and will subsequently notify the Client.

- 19.6 The Company may deduct or withhold taxes from any payment if required by law. If the Client must withhold any amount by law, they must pay an additional sum to ensure the Company receives the full amount due. The Company may debit taxes from the Client's account.
- 19.7 The Company is not responsible for the Client's personal tax obligations, including income or capital gains taxes, arising from trading activities.
- 19.8 The Company may charge the Client for additional expenses (e.g., telephone, courier, or postal costs) when hard copies of account statements or confirmations are requested instead of electronic delivery, as well as for legal or administrative services.
- 19.9 Commissions may be charged as a fixed amount or a percentage of the trade value. The Client must ensure they understand these charges.
- 19.10 For financing fees, the value of open positions in certain instruments may be adjusted daily through a financing charge ("swap"), based on prevailing market interest rates.
- 19.11 By entering into this Agreement, the Client acknowledges and accepts the pricing, spreads, fees, and commissions detailed under **"Pricing and Rates"** on the Company's website. The Company may update these rates at its discretion. It is the Client's responsibility to review the **Pricing and Rates** information before placing any orders.

20 INCENTIVES AND COMMISSIONS

- 20.1 In addition to the fees and charges paid by or on behalf of the Client as specified in Clause 19 of this Agreement, the Company may pay or receive fees, commissions, or other benefits to or from third parties, provided such arrangements are designed to enhance the quality of services offered to the Client and do not compromise the Company's duty to act in the Client's best interests.
- 20.2 The Company may pay fees or commissions to Introducing Brokers, referral agents, or other third parties under a written agreement and/or a Public Offer Agreement. These fees are typically linked to the frequency or volume of transactions executed by Clients referred to the Company. Upon the Client's request, the Company will disclose details of such fees, commissions, or other remuneration.
- 20.3 The Company may also receive fees, commissions, or other forms of remuneration from third parties, including counterparties through which it executes transactions. These payments are generally tied to the volume or frequency of transactions. The Company will provide details of any such fees or remuneration upon the Client's request.

21 INTRODUCTION OF CLIENTS VIA INTRODUCING BROKERS

- 21.1 The Client may have been introduced to the Company by an Introducing Broker, as defined in Clause 2 of this Agreement.
- 21.2 The Company is not responsible for any agreements or arrangements between the Client and the Introducing Broker, nor for any additional costs incurred as a result of such arrangements.
- 21.3 The Company may pay fees or commissions to the Introducing Broker in accordance with a written agreement, as described in Clause 20.
- 21.4 The Client acknowledges that the Introducing Broker is not an agent or representative of the Company and is not authorized to make guarantees or promises on behalf of the Company or its services.

- 21.5 The Introducing Broker acts solely as an independent intermediary and is not authorized to make any representations regarding the Company or its investment services.

22 INTEREST TERMS

- 22.1 Funds credited to the Client's Account with the Company will not accrue interest.
- 22.2 By accepting this Agreement, the Client expressly waives any right to receive interest earned on funds held in the Company's Client Accounts and consents to the Company retaining any such interest to cover administrative, operational, and account maintenance costs.
- 22.3 In certain cases, the Company reserves the right to charge or pay interest on Client funds in accordance with a separate agreement with the Client. Such benefits are designed to improve the quality of services provided to the Client and do not affect the Company's duty to act in the Client's best interests.

23 INVESTOR COMPENSATION FUND

- 23.1 The Company is a member of the **Investor Compensation Fund (ICF)** for clients of Cypriot Investment Firms (CIFs) and certain other Investment Firms (IFs) that are not credit institutions. The maximum compensation payable under the ICF is €20,000 per Client. Additional details are available in the **Investor Compensation Fund** document published on the Company's website and can be provided upon request.

24 CLIENT COMPLAINT HANDLING

- 24.1 If the Client wishes to file a complaint regarding any aspect of their relationship with the Company, they must address the complaint to the **Customer Support Officer**. Details of the complaint procedure are provided on the Company's website.
- 24.2 The Client must complete all fields of the **Client Complaint Form** to submit a valid complaint.
- 24.3 The complaint must not include:
- a) Subjective or emotional appraisals of the situation;
 - b) Offensive or inappropriate language;
 - c) Uncontrolled or abusive vocabulary.

25 CONFLICT OF INTEREST POLICY

- 25.1 In accordance with Applicable Regulations, the Company maintains policies and procedures to identify and manage conflicts of interest that may arise between the Company and its Clients, or among different Clients. The Company's **Conflicts of Interest Policy** outlines these situations and the measures taken to address them. The Company will make every reasonable effort to avoid conflicts of interest and, where they cannot be avoided, will ensure that Clients are treated fairly and with the highest level of integrity. The policy is available on the Company's website and further details are available upon request.
- 25.2 By accepting this Agreement, the Client acknowledges and agrees that the Company may conduct transactions that involve potential conflicts of interest without prior notification.
- 25.3 The Client acknowledges that the Company may act as a **market maker**, which may create inherent conflicts of interest.
- 25.4 By accepting this Agreement, the Client confirms that they have read, understood, and accepted the Company's **Conflicts of Interest Policy** as published on the Company's website.

26 CLIENT CLASSIFICATION

- 26.1 Based on the information provided by the Client, the Company will categorize the Client as a **Retail Client, Professional Client, or Eligible Counterparty** (as appropriate) and will inform the Client of their categorization.
- 26.2 A Client categorized as an **Eligible Counterparty** may request to be treated as a Professional or Retail Client. A Professional Client may request to be treated as a Retail Client. All such reclassification requests are subject to the Company's discretion.
- 26.3 A Retail Client, who enjoys the highest level of protection compared to other categories, may request in writing to be reclassified as a Professional Client or Eligible Counterparty. The Company reserves the right to accept or decline such requests at its discretion.
- 26.4 By accepting this Agreement, the Client confirms that they have read, understood, and accepted the **Client Categorization** document, as provided during registration and set forth in Appendices 7 and 8.

27 ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING PROVISIONS

- 27.1 The Company complies with the Prevention and Suppression of Money Laundering Activities Law of 2007 (AML/CFT Law) and CySEC's Directive for the Prevention of Money Laundering and Terrorist Financing, which require investment firms to verify the identity and residence of each Client.
- 27.2 The Company may request information from the Client regarding the source of funds being invested and may require supporting documentation. False or misleading information, or any suspicion of fraud or money laundering, will be documented and reported.
- 27.3 It is Company policy not to transfer Client funds to third parties unless a written request and justification are provided by the Client. No transactions will be processed until all AML verification requirements have been satisfied.
- 27.4 The Company may refuse to execute Client instructions if the Client fails to provide required AML information. The Company is not responsible for delays caused by outstanding AML checks.
- 27.5 The Company may terminate this Agreement and freeze Client withdrawals if the information provided regarding money laundering or terrorist financing is deemed inadequate or unsatisfactory.

28 SECURITY RIGHTS AND SET-OFF

- 28.1 Without limiting its legal rights, the Company shall have a **lien, right of retention, and power of sale** over all Client cash, securities, and other assets (the **Security Assets**) held by the Company or its agents, to satisfy any current or future obligations owed by the Client to the Company.
- 28.2 The Client shall not withdraw, encumber, assign, or otherwise dispose of any Security Assets without the Company's prior consent, until all liabilities owed to the Company are fully discharged.
- 28.3 The Company may apply or liquidate any Security Assets, including accrued interest, to satisfy outstanding liabilities, without prior notice to the Client, and may exercise all rights of a secured creditor.

- 28.4 The Company may **set off** any obligations owed by the Client under this Agreement against any obligations the Company owes to the Client, regardless of currency or location of payment. If obligations are unascertained or unliquidated, the Company may estimate them in good faith for the purpose of set-off. Currency conversions for set-off purposes will be made at the prevailing market rate.
- 28.5 The Company's rights under this section are continuing and are not waived by any partial payments or settlements.
- 28.6 The Company may sell or dispose of Security Assets at its sole discretion without further notice to the Client, and all costs related to such sale may be debited from the Client's account. This does not affect the Company's right to demand payment independently of the security.
- 28.7 If the proceeds from the sale of Security Assets are insufficient to cover the Client's obligations, the Client must immediately pay any outstanding balance.
- 28.8 The Company's security rights are unaffected by any extensions of time, indulgence, or other concessions granted to the Client.

29 CUSTODY TERMS AND CONDITIONS

- 29.1 Where the Client's assets are held or received by the Company, the Company may act as custodian or arrange for assets ("Custody Assets") to be held by a third-party custodian. The Company will establish and maintain appropriate accounts to safeguard the Client's ownership rights in the event of the Company's insolvency and to minimize any risk of loss or reduction of these assets.
- 29.2 The Client authorizes the Company to register or arrange for Custody Assets to be registered in any legally permissible name. Typically, assets are held in the name of an eligible nominee. However, when required by law or market practices outside Cyprus and where it is in the Client's best interests, the Company may register Custody Assets under its own name or that of a custodian. If this occurs, the assets may not be segregated from the Company's or custodian's assets and, in the event of default, may be less protected against claims from creditors.
- 29.3 If Custody Assets are deposited with an institution in a non-EEA country, they will be subject to the laws of that jurisdiction, and the Client's rights may differ from those under EU law.
- 29.4 The Company is responsible for the actions of its own nominees but accepts no liability for the default or failure of any other third-party nominees, custodians, or agents.
- 29.5 Investments held in the name of a nominee may be pooled with those of other clients, making individual entitlements non-distinguishable through separate certificates or entries. In the event of a shortfall due to a custodian default, the Client may share proportionally in any losses. Corporate actions affecting pooled assets will be allocated among clients on a fair and equitable basis, such as a pro-rata distribution.
- 29.6 The Company will claim dividends, interest, or other payments on Custody Assets when notified but is not responsible for securing tax benefits or treaty entitlements on the Client's behalf.
- 29.7 Custodians appointed by the Company may include its affiliates.

- 29.8 The Company makes no warranties or representations regarding the suitability, performance, or advisability of any securities or investments, except for general risk disclosures.
- 29.9 Corporate action notices may be obtained from third-party sources that the Company does not control and may be translated or summarized. While believed to be reliable, the Company does not guarantee the accuracy, completeness, or timeliness of such notices and shall not be liable for any resulting losses.
- 29.10 The Client is responsible for independently monitoring all corporate actions of issuers, including but not limited to rights issues, bonus issues, stock splits, consolidations, capital returns, and dividend accrual and payment dates.
- 29.11 Proxy voting services are available only upon the Client's written request. The Company and its sub-custodians will not execute proxies or consents related to securities without explicit Client instructions. Until instructed otherwise, the Company is authorized to:
- (a) Present securities for redemption or maturity and claim all income or payments due;
 - (b) Execute required documents to collect such payments.
- 29.12 The Client's account will be credited with income and redemption proceeds only after actual receipt, and no later than the next business day following receipt.
- 29.13 Neither the Company nor its sub-custodians are obligated to initiate legal proceedings, file claims in insolvency, or pursue income or redemption collections.
- 29.14 The Company will exercise reasonable skill and care in handling Custody Assets, with the same diligence as for its own similar assets. Neither party shall be liable for indirect, special, punitive, or consequential losses.
- 29.15 The Company may engage in securities financing transactions involving financial instruments held for the Client, whether in individual or omnibus accounts, for its own account or that of another client, subject to applicable regulations.

30 CLIENT-COMPANY COMMUNICATION PROCEDURES

- 30.1 The Client may communicate with the Company via registered post or email, using the contact details specified in the Company's Contact Details section of this Agreement.
- 30.2 The Company may communicate with the Client by email or via the Trading Platform to the email address provided during registration. Material changes to information will be communicated using the same medium, unless otherwise agreed.
- 30.3 Information may also be provided through a durable medium, such as the Trading Platform, unless restricted by applicable laws. Information delivered this way shall be deemed duly provided and received.
- 30.4 All communications between the Company and the Client shall be in English.

31 DATA CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 31.1 The Client shall promptly provide any information requested by the Company to verify matters referred to in this Agreement or to comply with Applicable Regulations and shall notify the Company of any material changes.
- 31.2 The Company ensures that all personal data is processed fairly, lawfully, and in compliance with applicable data protection laws.
- 31.3 Personal data collected by the Company will be used solely for delivering services requested by the Client, unless otherwise permitted or required by law.
- 31.4 The Company may disclose Client information to affiliates, agents, regulatory bodies, or third parties where necessary for service delivery, regulatory compliance, or marketing purposes.
- 31.5 Subject to Clause 31.4, the Company will treat all Client information as private and confidential, including after the termination of the business relationship, unless disclosure is required by law, regulatory authority, public interest, or the Client's consent.
- 31.6 The Client consents to the Company and its affiliates holding and processing information for account administration, credit assessment, monitoring, fraud prevention, statistical analysis, and marketing (unless the Client opts out).
- 31.7 The Client agrees that the Company may transfer personal data to countries outside the EEA, including jurisdictions with weaker data protection laws, provided appropriate safeguards are implemented.
- 31.8 If the Client is an individual, they may request a copy of their personal data held by the Company, subject to a reasonable fee.
- 31.9 The Client agrees that all communications, including telephone calls, may be recorded. Such recordings are binding as evidence of instructions or agreements.
- 31.10 All recordings remain the sole property of the Company and may be presented as conclusive evidence in legal disputes.
- 31.11 The Company will use Client data strictly for the purposes described in this Agreement and will not disclose confidential information unless it is publicly available or lawfully obtained.
- 31.12 Both parties agree not to disclose or use confidential information for any purpose other than fulfilling obligations under this Agreement, except when:
- (i) the information is public;
 - (ii) it was known by the recipient before disclosure;
 - (iii) disclosure is required by law or regulatory authorities;
 - (iv) disclosure is requested by a regulator.
- 31.13 Confidential information may be disclosed to regulatory authorities, legal advisers, auditors, or consultants, provided they are bound by confidentiality obligations.
- 31.14 The Client must ensure that individuals whose data is provided to the Company have consented to such disclosure and are informed of how their data will be used, including potential transfers outside the EEA with appropriate protections.
- 31.15 The Client may not use the Company's name, trademarks, or any association with the Company in advertising or promotional materials without prior written consent. A breach of this clause may result in termination of the Agreement.

- 31.16 The Company may use anonymized and aggregated data for statistical and marketing purposes.
- 31.17 The Client consents to receiving direct communication from the Company via phone, email, or other means and agrees this does not constitute a breach of privacy regulations.
- 31.18 By entering into this Agreement, the Client confirms that they have read, understood, and accepted the Company's **Privacy Policy**, available on the Company's website.

32 AMENDMENTS TO AGREEMENT

This Agreement may be amended under the following circumstances:

- i. To comply with changes in applicable laws or regulations, including new legislation or amendments to existing legal frameworks;
- ii. As a result of updates in CySEC circulars, Board decisions, or other regulatory directives;
- iii. In any other situation where amendments are necessary for the proper operation and enforcement of this Agreement.

33 TERMINATION AND EVENTS OF DEFAULT

- 33.1 The Client may request to close their account by providing five (5) Business Days' written notice. Termination shall not affect any transactions already initiated. Upon receiving the termination notice, the Company will cancel all pending transactions and close any open positions on behalf of the Client.
- 33.2 Upon termination, the Company may, without prior notice, revoke the Client's access to the Company's Trading Platform.
- 33.3 The Company may terminate this Agreement immediately upon the occurrence of any of the following events:
- i. The death of the Client;
 - ii. Bankruptcy, winding-up, or insolvency proceedings involving the Client;
 - iii. Termination required by a competent regulatory authority, body, or court;
 - iv. Breach of this Agreement by the Client, rendering its implementation impossible;
 - v. The Client engaging the Company in fraudulent activities, directly or indirectly;
 - vi. The Client's trading activity disrupting the reliability, integrity, or smooth operation of the Trading Platform;
 - vii. Failure to provide information required for verification or investigation;
 - viii. Rude or abusive behavior towards the Company's employees;
 - ix. Provision of false, misleading, or unsubstantiated information or declarations.
- 33.4 Termination of this Agreement shall not affect any rights, obligations, or commitments that arose before termination. Upon termination, the Client shall pay:
- i. Any outstanding fees or commissions payable to the Company;
 - ii. Any charges or expenses incurred as a result of termination;
 - iii. Any damages arising during the settlement of pending obligations.
- The Company may deduct these amounts from the Client's account.

33.5 Upon termination, the Company shall return the Client's assets in its possession, provided all outstanding obligations have been settled. The Company may retain sufficient assets to cover pending obligations.

33.6 If any Client assets are under a lock-up period (e.g., due to IPO participation, as per Clause 44.3), such assets will remain frozen until the expiration of the lock-up period. Other assets will be processed in accordance with Clause 33.5, after which the account will be closed, and the Agreement terminated.

34 GENERAL TERMS AND CONDITIONS

34.1 The Client acknowledges that no representations, promises, or inducements have been made by the Company that influenced the Client's decision to enter this Agreement.

34.2 The Client shall not assign, charge, or transfer any rights or obligations under this Agreement without the Company's prior written consent. Any unauthorized transfer shall be void.

34.3 If the Client is a partnership or comprises multiple persons, their liability under this Agreement shall be joint and several. In the event of death, insolvency, or dissolution of any party, the obligations and rights of the remaining parties shall continue. Notices or instructions given to one party shall be deemed given to all.

34.4 Any waiver of rights under this Agreement must be in writing, explicitly state the waiver, and be signed by both parties.

34.5 The Company may set off any amounts owed by the Client, whether actual or contingent, against any funds held in any Client account with the Company, without prior notice.

34.6 If any provision of this Agreement becomes illegal, invalid, or unenforceable, the remaining provisions shall remain fully effective and enforceable.

34.7 The Company's records, unless proven incorrect, shall serve as conclusive evidence of the Client's transactions and dealings. The Client remains responsible for maintaining their own records, although the Company may provide access to its records at its discretion.

34.8 This Agreement and all transactions are subject to applicable laws and regulations. In the event of any conflict between this Agreement and such regulations, the latter shall prevail. The Company may take any actions it deems necessary to ensure compliance, which will be binding on the Client.

34.9 All transactions executed on behalf of the Client shall comply with the laws, regulations, directives, and circulars of CySEC and other relevant authorities, as amended from time to time. The Company may take or omit actions as necessary to remain compliant, and such actions shall be binding on the Client.

34.10 The Company may amend this Agreement from time to time. Amendments will not apply retroactively to transactions already executed unless otherwise agreed. Any changes will be communicated via the Company's website. If the Client disagrees with any changes, they may terminate the Agreement in accordance with Clause 33.

34.11 The Company will not issue paper statements of account for financial instruments. Clients can review current and historical account activity directly via the Trading Platform.

34.12 The Client agrees to pay all stamp duties and associated costs relating to this Agreement and any supporting documents.

34.13 The Company's website provides detailed information on investment transactions and company activities. The Client is responsible for reviewing this information regularly.

34.14 The Company may issue market materials ("Material"), such as market condition updates, via its website or other media. Such Material is considered **marketing communication**, not investment advice or recommendations. While the Company ensures the accuracy of such Material at the time of publication, it accepts no liability for errors, omissions, or losses resulting from reliance on such information. The Material is not prepared as independent investment research and may not reflect the views of the Company as a whole.

35 CLIENT REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

The Client, on a continuing basis and on behalf of themselves and any person they act for as an agent, represents, warrants, and undertakes to the Company that:

- i. The Client is duly authorized and legally capable of entering into this Agreement and any related transactions.
- ii. The Client is at least 18 years old, legally competent, and fully aware of the local laws and regulations applicable in their country of residence. All information provided to the Company during registration and thereafter is accurate, complete, and up to date, and the Client will promptly notify the Company of any changes.
- iii. All documents provided by or on behalf of the Client are valid, authentic, and accurate.
- iv. The Client has independently determined the investment amount, considering their financial circumstances, and deems it appropriate and reasonable.
- v. All funds deposited with the Company are the Client's own, free of liens, pledges, encumbrances, or claims, and are not derived from illegal or criminal activities.
- vi. The Client acts on their own behalf and not as a trustee or representative of any third party unless a valid power of attorney or similar authority has been provided to and accepted by the Company.
- vii. The Client acknowledges that the Company is not required to inform the Client individually of legal or regulatory updates and is responsible for reviewing information published on the Company's website and other official publications.
- viii. The Client consents to receiving direct marketing communications, including phone calls, emails, or other electronic messages, from the Company.
- ix. No restrictions from central banks, government agencies, or regulatory authorities prevent the Client from entering or performing under this Agreement or any related transactions.
- x. The Client's obligations under this Agreement and related transactions do not breach any agreement or contract with third parties.
- xi. This Agreement, all transactions, and obligations are binding, enforceable, and compliant with applicable laws and regulations.
- xii. The Client is not subject to any pending or threatened legal proceedings that could affect the validity or enforceability of this Agreement or the Client's ability to meet their obligations.

xiii. The Client will only engage in transactions they fully understand and for which they are financially and otherwise prepared to accept all associated risks.

xiv. All information provided to the Company is true, accurate, and not misleading. The Client will promptly update the Company if any information becomes inaccurate or misleading.

xv. The Client has regular access to the internet and the email address provided to the Company and agrees to receive communications via electronic means, including through the Company's website and Trading Platform.

xvi. No Event of Default has occurred or is continuing.

xvii. The Client has read, understood, and accepted the terms of this Agreement (including appendices) and the information provided on the Company's website and Trading Platform.

The Client agrees to fully indemnify the Company against any loss, penalties, damages, or legal costs resulting from any false or misleading information or representations provided by the Client.

36 COMPANY LIABILITY LIMITATIONS

36.1 The Company shall be liable for any loss suffered by the Client resulting from the Company's proven misconduct or failure to properly perform its obligations under these General Terms.

36.2 The Company shall not be liable for any losses, liabilities, or costs incurred by the Client unless caused by the Company's gross negligence, willful default, or fraud while executing the Client's instructions.

36.3 The Company is not responsible for losses caused by the negligence, fraud, or default of third parties (such as brokers, banks, custodians, clearing houses, or payment providers) provided the Company exercised reasonable care in their selection.

36.4 Neither the Company, its affiliates, directors, officers, employees, agents, or representatives shall be liable for any indirect, consequential, incidental, punitive, or exemplary losses, including but not limited to loss of business, profits, goodwill, data, or opportunities, even if such losses were foreseeable.

36.5 The Company shall not be held liable for any loss arising from misjudgment, factual error, or actions/omissions, unless caused directly by deliberate misconduct or fraud on the Company's part.

36.6 The Company accepts no liability for losses resulting from the negligence, fraud, or default of the Client's bank or any financial institution holding the Client's funds.

36.7 The Company participates in the Investor Compensation Fund (ICF), providing additional protection to Clients up to the maximum compensation amount specified under ICF rules. By accepting this Agreement, the Client confirms they have read and understood the ICF information available on the Company's website.

36.8 The Client agrees to indemnify the Company against any claims, liabilities, or costs (including third-party claims) arising from the Client's failure to fulfill their obligations under this Agreement or from any actions related to the Client's financial instruments.

- 36.9 The Company is not liable for losses resulting from technical failures, errors, delays, or interruptions in the Trading Platform, whether initiated via the Client's terminal or through telephone instructions.
- 36.10 In the event of the Client's death or mental incapacity, the Company assumes no responsibility for the actions, omissions, or fraud of any authorized third party handling the Client's account. The Company will cease processing instructions once notified of the Client's death or incapacity.
- 36.11 Nothing in this Agreement excludes or limits the Company's liability where such exclusion or limitation is prohibited by applicable law.

37 INDEMNIFICATION PROVISIONS

The Client shall indemnify and hold the Company harmless, on a continuing basis, against any loss, liability, or cost that the Company may incur in connection with the provision of services under this Agreement, including but not limited to:

- i. Any loss arising from actions taken by the Company based on instructions reasonably believed to have been authorized by the Client or provided on the Client's behalf;
- ii. Any loss resulting from the Client's breach of any material provision of this Agreement.

38 FORCE MAJEURE EVENTS

- 38.1 The Company shall not be liable for any failure or delay in performing its obligations under this Agreement where such failure results from events or circumstances beyond its reasonable control, including but not limited to:
- i. Acts of war, terrorism, fire, flood, explosion, natural disasters, strikes, or other industrial disputes;
 - ii. Power outages, transmission or communication failures, or breakdowns of computer systems;
 - iii. Cyberattacks, hacking incidents, or other unlawful actions targeting the Company's Trading Platform or infrastructure;
 - iv. Postal disruptions or industrial action affecting service delivery;
 - v. Suspension, closure, or liquidation of markets, failure of events to which the Company's quotes relate, or imposition of extraordinary trading conditions;
 - vi. Failure or default of any exchange, clearing house, or broker to fulfill its obligations.
- 38.2 If a Force Majeure event occurs, the Company may, at its sole discretion and without prior notice, take any of the following actions:
- i. Close out any or all Client open positions at prices deemed fair and appropriate by the Company;
 - ii. Suspend, freeze, or modify the terms of this Agreement to the extent performance becomes impossible or impracticable;
 - iii. Suspend the provision of services under this Agreement;
 - iv. Take or omit to take any action deemed reasonable to protect the interests of the Company, the Client, and other clients.

39 GOVERNING LAW AND JURISDICTION

- 39.1 This Agreement and all transactions between the Client and the Company shall be governed by and construed in accordance with the laws of the Republic of Cyprus. The District Courts of the Republic of Cyprus shall have jurisdiction over any disputes arising from this Agreement.

- 39.2 The Company reserves the right to initiate proceedings against the Client in any other court of competent jurisdiction or, at its discretion, in any appropriate arbitration forum. The Client agrees to submit to the jurisdiction of such courts or arbitration forums.

40 LANGUAGE OF THE AGREEMENT

This Agreement, including all appendices and future amendments, is drafted in English. Translations into other languages, if provided by the Company, are for convenience and informational purposes only. In the event of any inconsistency or conflict between the English version and a translated version, the English version shall prevail and be legally binding.

41 COMPANY CONTACT INFORMATION

Clients shall communicate with the Company using the communication channels set out in **Clause 30** of this Agreement.

Address:

WISDOMPOINT CAPITAL LTD

Andrea Zappa 1, Office 9, 4040 Limassol, Cyprus

Telephone: +357 25 010750

Email: customers@wisdompointcapital.com

Website: <https://wisdompointcapital.com/>

42 REGULATORY AUTHORITY DETAILS

The Company is authorized and regulated as an Investment Firm (CIF license number **219/13**) by the **Cyprus Securities and Exchange Commission (CySEC)**. Contact details for the regulatory authority are available on its official website: <https://www.cysec.gov.cy/>.

43 DERIVATIVE TRADING RULES

- 43.1 Prior to offering services related to derivative products to Retail Clients, the Company will conduct an **appropriateness assessment**. This involves evaluating whether a particular service or financial instrument is suitable for the Client based on information provided by the Client.
- 43.2 When trading in derivatives, the applicable **Market Rules** will govern such transactions, without prejudice to the rights of Clients as defined in these General Terms and Conditions. The Client is solely responsible for reviewing and understanding these rules and for any consequences resulting from non-compliance.
- 43.3 The Client shall provide collateral for derivative transactions exclusively in the form of cash, unless otherwise agreed with the Company. The required amount of collateral will be determined by the Company at its sole and reasonable discretion, taking into account exchange and clearing house requirements. The Client is responsible for monitoring and maintaining the required collateral level at all times and shall be liable for any failure to meet margin requirements. The Company may adjust its margin requirements at any time without prior notice to the Client.
- 43.4 The Company may perform all necessary transfers related to derivatives trading, including payment of exchange fees and adjustments for variation margins, without prior notification to the Client, in accordance with the relevant rules.
- 43.5 For certain contracts, the Client must close open positions no later than **two (2) Business Days** prior to the earliest of (i) the notice of physical delivery date, or (ii) the last trading day of the contract. Failure to do so authorizes the

Company, at its sole discretion and without prior notice, to close any or all such positions at prevailing market prices.

43.6 If the Company closes the Client's positions, any applicable commissions, as well as payments to third parties arising from such mandatory closures, will be debited from the Client's account. The Company shall not be liable for any losses resulting from the mandatory closure of positions.

43.7 If the value of the Client's collateral for derivatives trading on any regulated market falls below the **maintenance margin** requirements set by the Company, the Company may, at its discretion, close any or all of the Client's positions on that market or transfer assets deposited for trading on another market to meet collateral requirements. Such actions may be taken without prior notice and without liability to the Client.

43.8 Specific rules applicable to trading in certain derivative contracts are outlined in **Appendix 16 – Rules for Execution of Orders in Derivatives**, available on the Company's website.

44 INVESTMENTS IN INITIAL PUBLIC OFFERINGS

44.1 When participating in Initial Public Offerings (IPO) or Secondary Public Offerings (SPO) (collectively referred to as IPOs), transactions are governed by the applicable **Market Rules**, without prejudice to the Client's rights under these General Terms. The Client must carefully review and understand these rules and shall bear full responsibility for any resulting implications.

44.2 The Company may perform all necessary transfers related to IPO participation, including payments for exchange, custody, and other applicable fees, without prior notice to the Client, and in accordance with the relevant framework.

44.3 IPO participation is subject to a **lock-up period of 93 days** (subject to change at the Company's discretion). During the lock-up period, the Client is prohibited from selling, transferring, or otherwise disposing of IPO-acquired assets. However, the Client may engage in "IPO-short" contracts within the limits of the forward contracts concluded during the IPO. By participating, the Client acknowledges and accepts all lock-up restrictions and indemnifies the Company against any claims, losses, costs, or damages arising from such restrictions.

44.4 IPO investments follow a **book-building and allocation process**, which may result in the Client receiving fewer securities than ordered (partial allocation) despite the Company's best efforts. The Client accepts the risk of partial or zero allocation as an inherent part of IPO participation.

44.5 If the Client has insufficient funds at the time of IPO order placement or execution, the Company may partially execute or reject the order entirely at its sole discretion. The Client acknowledges the possibility of such partial or non-execution due to insufficient account funds.

44.6 The Company reserves the right to **restrict participation** in certain IPOs for specific investor types or categories, based on suitability assessments, economic profiles, or other Company considerations.

44.7 The Client is responsible for ensuring they fully understand the risks associated with IPO participation and is encouraged to seek **independent financial advice** where necessary.

44.8 Special IPO rules, including but not limited to lock-up periods, allocation processes, and participation restrictions, are detailed in IPO announcements published through the Trading Platform, the Company's website, email, or other communication channels as established in these General Terms.

APPENDIXES

1. Appendix 1: Letter of Application for Natural Persons
2. Appendix 2: Letter of Application for Legal Entities
3. Appendix 3: Application Form – Client Investment profile questionnaire (Legal entities)
4. Appendix 4: Application Form – Client Investment profile questionnaire (Natural Persons)
5. Appendix 5: Best Execution Policy
6. Appendix 6: Conflict of Interest Policy
7. Appendix 7 : Client Classification – Retail Client
8. Appendix 8 : Client Classification – Professional Client
9. Appendix 9: Investment Compensation Fund
10. Appendix 10: Risk Disclosure
11. Appendix 11: Fee schedule
12. Appendix 12: Privacy Policy
13. Appendix 13: Instruction for Deposit of Funds
14. Appendix 14: Instruction for Withdrawal
15. Appendix 15: Trade Order
16. Appendix 16: Rules for execution of Orders in derivatives
17. Appendix 17: SEPA DIRECT DEBITS AGREEMENT
18. Appendix 18: Complaints Management Policy