Terms and Conditions

Investment Services

August 2026

moneybase

Calamatta Cuschieri

Contents

Section A – Introduction

This Section provides important information about these Terms and about our relationship with you.

1. Important Information about these Terms.

These Terms form part of the agreement between Calamatta Cuschieri Investment Services Ltd. "**CC**", "**we**", "**us**", or "**our**") and its client ("**you**", "**your**", or "**yourself**") that governs the relationship between you and us.

These Terms also apply when you are using our Services online on the Moneybase Platform which can be accessed via moneybase.com or through the Google and Apple App Stores (the "**Investment Platform**").

Depending on your place of residence, other terms may be relevant to you. You can find any of these other terms on our website.

Some words and phrases in these Terms have a special meaning. Where this is the case, we use capitalised expressions. These words and phrases are generally explained in the place where they are first used in these Terms or the place where we can best give a clear explanation of their meaning. The **Glossary** at the end of these Terms includes all these words and phrases and provides their respective meanings side by side. For this reason, these Terms are best read together with the Glossary.

We provide these Terms to you only in English and we will (unless we otherwise agree in writing) communicate with you in English going forward.

These Terms apply to you with effect from either:

(i) the date when we first accept you as our client, or

(ii) such later date indicated by us to you (including if our agreement is subject to a Cooling-Off Period).

Generally, these Terms (as amended from time to time) will, once they take effect, apply indefinitely unless terminated by you or us. These Terms include details on how these Terms may be terminated, including any rights of withdrawal by you during a relevant Cooling-off Period.

Where CC Moneybase Group entities other than us provide services to you, including through the Moneybase App or on the Moneybase Website (see below about the need for a Payment Account provided by Moneybase Ltd for example), those other services will be governed by their own terms as appropriate. You can find these other CC Moneybase Group entities' terms here.

2. Important Information about us.

CC is a limited liability company incorporated in Malta (Europe) under registration number C13729, and with its registered office at Ewropa Business Centre, Dun Karm Street, Birkirkara BKR 9034, Malta. CC and Moneybase Ltd., our sister company offering payment services and cards (details below), both form part of the Calamatta Cuschieri Moneybase Group, one of Malta's largest financial services groups with roots dating back to 1971 where it pioneered the local financial services industry.

CC is authorised and regulated in Malta by the Malta Financial Services Authority ("**MFSA**") as, among other things, an investment firm. CC is also authorised to provide Crypto-Asset services. The MFSA is the competent supervisory authority in Malta under the Malta IS Act, MiFiD2, and MiCA. For more information on CC's authorisations and the MFSA please visit the MFSA's website at: mfsa.mt.

At all times, CC will only provide Services that are covered by its Licence or which it is otherwise permitted to provide to clients. Likewise, we do not offer or provide Services in any countries where this is prohibited by law or where we are not otherwise permitted to provide such Services. Accordingly, some of our Services may not always be available to all clients. Information on the services that we are licensed to provide are available on the MFSA's website and may be obtained at any time from us.

3. Payment Account with Moneybase Ltd.

To use our Services, you must also open a Payment Account with Moneybase Ltd.

Moneybase Ltd ("**Moneybase Ltd**", or "**MB**") is a limited liability company incorporated in Malta under registration number C87193, and with its registered office at Ewropa Business Centre, Dun Karm Street, Birkirkara BKR 9034, Malta. MB is licenced by the MFSA to transact the business of a financial institution in terms of the Financial Institutions Act (Cap. 376, laws of Malta). Moneybase Ltd and CC both form part of the CC Moneybase Group.

By asking us to receive the Services, you are also agreeing to open a Free Payment Account with Moneybase Ltd and instructing us to arrange for it to be opened on your behalf. This instruction includes authorisation for us to share your information and documents with Moneybase Ltd to complete your account opening and for it to provide you with its services. Eligibility for a Payment Account is at the sole discretion of Moneybase Ltd, and it is entitled to refuse any applicant. We will guide you about your options if you are refused a Free Payment Account.

The Free Payment Account is free of charge and includes a free Euro IBAN that allows you to send and receive payments. Use of the Free Payment Account and other Payment Services are subject to Moneybase Ltd.'s own terms and conditions, including the cardholder and business terms, as applicable. You can access these here.

Your Payment Account will be used by us:

(a) to fund your Investment Account;

(b) to convert currencies and make FX conversions;

(c) to receive dividend/interest payments; even if you indicate that you wish these to be sent to your bank, these payments will first be automatically sent to your Payment Account and then they will subsequently be sent to your bank;

(d) to settle any shortfalls (debit cash positions) in your Investment Account or, if your Payment Account is in a debit cash position, to receive an equivalent amount from your Investment Account to settle that shortfall; and

(e) to receive any unused cash balances in your Investment Account; we periodically and automatically sweep such unused cash balances.

Moneybase Ltd offers various other payment account types and related services, including cards. Once opened and active, you can request Moneybase Ltd to upgrade your Free Payment Account, naturally subject to the relevant terms and conditions. More information about Moneybase Ltd and its offering is available through the "Payments" tab in the Moneybase App and on the Moneybase Website at moneybase.com.

4. What happens if CC or Moneybase Ltd becomes insolvent?

Generally, clients' monies and other assets held by each of CC and Moneybase Ltd are safeguarded and segregated under Maltese law and should not be affected by their insolvency. Please refer to Section C - *Your Money, Financial Instruments, and other Assets* for further information on how we take several steps to ensure your monies and other assets are safeguarded.

As a client of CC, you may also be entitled to compensation from the Malta Investor Compensation Scheme (ICS). The ICS pays compensation, subject to certain limitations, to eligible claimants (termed "investors" in the ICS Regulations) in the event of the failure of an authorised investment firm. CC is not (and is under no obligation to become) party to any additional investor compensation scheme. Further details about the ICS can be found on its website: compensationschemes.org.mt.

More information, including details of protections in place for clients of Moneybase Ltd, can be found on moneybase.com

5. Some more information about these Terms.

These Terms contain important information regarding the way we will provide our Services to you and your rights in that regard. These Terms are and may, from time to time, be supplemented by us with: (i) supplementary terms and conditions for one or more specific services, (ii) the Investment Application Form, (iii) the Information Document, and (iv) summaries of policies and statements that we have made available to you, such as our:

- Conflicts of Interest Policy;
- Best Execution Policy;
- Custody Policy for Crypto-Assets;
- Schedule of Fees and Charges;
- Information on Complaints Handling;
- Risk Disclosures; and
- Privacy Statement.

Copies or summaries of each of the above have been made available to you and can be accessed at any time on the Moneybase Website or upon request to us. These are all important documents, and we recommend that you read through them carefully, ask if you have any questions (including to an independent advisor, if needed), and retain copies for your records.

Certain products, services, or transactions may also be subject to separate documentation (including ISDA Master Agreements, master netting agreements, or facility or security documents), the terms of which shall, to the extent of any inconsistency, prevail over these Terms.

We may from time-to-time issue promotional offers which will also be subject to their own specific terms and conditions. Any benefits under a promotional offer will, unless otherwise expressly stated in that offer's terms and conditions, only apply once per account holder.

The Terms and other supplementary terms and disclosures are available electronically through our website. You have the right to receive a paper copy of any of them upon request or by visiting one of our offices.

If we are changing these Terms, we will inform you of those changes as well as their proposed start date (the "**Change Date**"). Unless you object prior to the Change Date, we will generally assume that you are okay with the changes. We may ask you to confirm this acceptance before allowing you to continue using our Services, including accessing the Investment Platform. The same amendment process will apply to any changes to supplementary terms, the Information Document, disclosures, and policies and statements.

Please refer to 'Amendment of these Terms.' under Section B – General, for further information on amendments to these Terms and your rights in that regard.

6. How these Terms are structured.

Since different clients may need and be provided with different services, we have structured these Terms according to the service-lines or Service Categories that we offer.

This 'Introduction' Section and the 'General' Section (together the "**General Rules**"), the latter of which also includes information about, among other things, complaints handling, withdrawal rights, access to the Investment Platform, and governing law, generally apply to all Services.

On the other hand:

(a) The "*Your Money, Financial Instruments, and other Assets*" Section only applies where, as part of providing Services to you, we hold your money, Financial Instruments, and other assets. This Section provides you with important information about how we protect and handle your money, Financial Instruments (including voting and corporate actions), and other assets held with us;

(b) The "*Execution Service*" Section only applies where you ask us to provide you with Non-Advised Execution services (including Execution Only services) that is the services of execution of orders or reception and transmission of orders without Investment Advice, including when you place orders through our Investment Platform. You should note that the Investment Platform is not a market or exchange; orders submitted through the Investment Platform will then be executed by us on the relevant market, with third parties, or with ourselves as principal.

This Service Category is generally aimed at clients who prefer to make their own investment decisions with no advice from us. This means that we will not advise you about the merits of a particular investment or transaction and we will not be required to ensure that the transaction or investment is suitable for you;

(c) The "*Advisory Services*" Section only applies where you ask, and we provide you with, an investment advisory service. We only provide Investment Advice on a non-independent basis.

This Service Category is generally aimed at clients who prefer to make their own investment decisions but require investment advice from us, whether one-off and solely in relation to a particular transaction or generally and on an ongoing basis; and

(d) The "*Discretionary Management*" Section only applies where we provide you with discretionary portfolio management services.

This Service Category is generally aimed at clients requiring professional investment management who wish to delegate the day-today management of their investments. If you select a discretionary service, we will manage your investments on a discretionary basis, in accordance with an agreed investment strategy, any agreed restrictions, and other relevant information as notified to us.

(e) The "*Trading Crypto-Assets"* Section only applies where we provide Crypto-Asset Execution Services and Crypto-Asset Custody and Administration Services to you, including when you place orders in relation to Crypto-Assets through our Investment Platform. It also applies to Staking Services, where these are made available to you and you have provided your consent to participate in such services.

This Service Category is generally aimed at clients who prefer to make their own crypto asset decisions with no advice from us. This means that we will not advise you about the merits of a particular investment or transaction in Crypto-Assets or staking arrangements and we will not be required to ensure that the transaction, investment or staking activity is suitable or appropriate for you, unless otherwise required under Relevant Laws. We currently do not provide investment advisory or discretionary portfolio management services in relation to Crypto-Assets.

Although the General Rules apply to all Services, the specific provisions relating to the relevant Service Category shall prevail in the event of a conflict. We may also provide other services to you (where our Licence or applicable law allows us to), which may be subject to these Terms. In all cases, our relationship with you is subject to the applicable provisions of Relevant Laws.

Section B – General

This Section provides general information and terms that apply to all of our Services, across all of our delivery channels.

1. **Our Services and Service Categories.**

We will provide you with the Services that you have requested when opening the account and that we have accepted to provide you with, in each case in accordance with these Terms and Relevant Laws. You may also request other Services from us from time to time by contacting us at one of our branches, in writing, or through the Investment Platform.

The Services that we offer generally fall under one of the service-lines or Service Categories set out above and in the specific Sections set out below. We may from time to time (subject to our Licence and applicable law) offer new services or Service Categories subject to these Terms.

We reserve the right not to accept a new client or to refuse a request by an existing client to receive new Services at our absolute discretion and without providing any reason for this.

Our Services may not be available to clients in countries where access to such Services is generally prohibited or requires additional permissions which we may not presently have. If you are in doubt, we recommend that you seek appropriate advice from an independent advisor.

2. **Dealing on a different basis to your Service Category.**

If you instruct us to carry out a Non-Advised Execution transaction (that is a transaction in relation to Financial Instruments on which we have not provided advice) or a Crypto-Asset Execution transaction, we will not advise you about the merits of the transaction at the time of execution or on an ongoing basis. We will not be required to ensure that the transaction is suitable for you, and an appropriate account will be opened for you for such transactions.

In relation to a particular Financial Instrument or Crypto-Asset, you may request us to provide a different Service Category to that indicated in the Investment Application Form. In such circumstances, if we agree to your request, that different Service Category will only be provided in relation to the particular Financial Instrument or Crypto-Asset, and the relevant terms for that Service Category will apply, and a separate appropriate account will be opened for this Service Category. Services in relation to any other Financial Instrument or Crypto-Asset will continue to be provided on the basis set out in the Investment Application Form, unless we are instructed by you in writing that the Service Category you wish us to provide on an ongoing basis has changed and such instruction is accepted by us.

If we deal for you on the basis of a Non-Advised Execution instruction, Section D – Execution Services of these Terms will apply. If we deal for you on the basis of a Crypto-Asset Execution instruction, Section G – Trading Crypto-Assets of these Terms will apply.

3. Representations and warranties given by you.

In order to become our client and be bound by these Terms you needed to make certain statements of fact about you (including through the Investment Application Form) and upon which we will rely when we provide the Services to you. We call these “representations and warranties”.

You represent and warrant that:

(a) you have read and understood these Terms;

(b) if you are an individual, you are over 18 years old and have full capacity and authority to enter into and perform your obligations under these Terms;

(c) you understand the features and risks involved with using the Investment Platform and other Services described in these Terms;

(d) if you are not an individual, you have full capacity and authority to enter into and perform your obligations under these Terms, and that you have obtained all necessary consents and approvals to enter into and perform your obligations under these Terms;

(e) you will only use the Investment Platform and other Services for your own personal benefit. In particular, any Financial Instrument, Crypto-Asset, other asset, and any cash paid to, transferred to, or held for you by us for any purposes shall (unless otherwise provided under these Terms or expressly agreed by us), be always: (i) free from any pledges, hypothecs, encumbrances, or any other security interest, and (ii) beneficially owned by you. Unless otherwise expressly agreed by us, you will not sell, dispose of, deal with, or in any way transfer any rights over the said Financial Instruments, Crypto-Assets, other assets, or cash;

(f) your use of the Investment Platform and other Services will not violate any applicable laws and that you are complying with all laws that apply to you including, without limitation, tax laws, exchange control requirements, market abuse laws, and any licensing or registration requirements;

(g) these Terms as well as each order, transaction, and obligation under them are binding and enforceable against you and do not breach the terms of any law, regulation, constitutional document, licence, agreement, or similar that you must abide by;

(h) all information that you have provided or will provide is complete, accurate, and is not misleading in any material respect;

(i) all money or other assets that you use and invest through our services do not originate in any way from drug trafficking, abduction, terrorist activity, or any other criminal activity that is unlawful or could be considered unlawful by any Relevant Authority;

(j) you have not and will not upload or transmit any malicious code to the Investment Platform or otherwise use any electronic device, software, algorithm, or dealing method or strategy that aims to manipulate or alter any aspect of the Investment Platform or our Services; and

(k) where we undertake transactions on your behalf in accordance with these Terms, you agree to ratify and be bound by them.

Each representation and warranty that you give above will be deemed to be repeated by you each time you submit an order, enter into a transaction, or provide instructions to us under these Terms.

You must tell us without delay if you become aware, at any time, of any information or circumstance that could result in any representation and warranty becoming incorrect or untrue in whole or in part.

If any representation or warranty by you becomes incorrect or untrue in whole or in part, or if we have good reason to believe that this is so, then we may terminate our agreement with you without notice.

4. Your promises towards us.

By agreeing to become our client and be bound by these Terms, you need to make certain binding promises to us that you will do something and upon which we will rely when we provide our services to you. We call these “undertakings and covenants”.

You undertake and covenant to us that:

(a) you will promptly notify us of any change to the details or information that you provided to us, including in the Investment Application Form. These details or information include, but are not limited to, any change in your country of residence, citizenship, change of address, email, change or anticipated change in your financial circumstances or employment status (including retirement or unemployment), any change in tax status, any change in your other circumstances, and any change which may affect your ability to meet your obligations under these Terms;

(b) you will at all times comply with these Terms and will notify us without delay if you believe that you may have breached these Terms;

(c) you will provide us with all details, information, and documents that we may reasonably request of you from time to time for the purposes of verifying your identity and opening and maintaining our relationship with you;

(d) you are willing and able, upon request, to provide us with any other information we may reasonably require from time to time;

(e) you will meet your obligations to us under these Terms and you will follow all laws and regulations which are applicable to you in relation to your access and use of the Services including the Investment Platform;

(f) you will only use the Investment Platform in accordance with these Terms and any terms of use and user guides;

(g) you will not behave in an inappropriate manner towards us or any of our Related Parties. Inappropriate behaviour includes, but is not limited to, swearing, abusive language, racism, discrimination, harassment, defamation, abuse of the chat / email system, misuse of social media channels, unauthorised access or attempted access to systems, and spam;

(h) you will ratify and be bound by all transactions undertaken by us on your behalf or otherwise for your benefit under and in accordance with these Terms; and

(i) you will access and use our services including the Investment Platform honestly, fairly, and in good faith.

Undertakings and covenants are important commitments and a breach of your undertakings and covenants or any of them will entitle us to immediately terminate our agreement with you without notice.

5. Indemnities by you.

You will indemnify and hold us harmless against all losses whatsoever which may be suffered by us as a result of or in connection with:

(a) your breach of the Terms;

(b) our entering into any transaction or contract on your behalf or otherwise for your benefit;

(c) us incurring a loss which we have expressly excluded under these Terms; or

(d) us taking any of the steps which we are entitled to take in the event of default by you.

All transactions are entered into entirely at your risk. All Financial Instruments, Crypto-Assets, or other assets sold or transferred to us must (unless otherwise provided under these Terms or expressly agreed by us) be free from any charge, hypothec, pledge, encumbrance, or other security interest whatsoever.

You expressly agree to indemnify us in respect of any action, claim, or proceeding brought against us as a result of a breach of your representations and warranties and your undertakings and covenants or any of them. You will remain liable for any costs that we may incur in this regard.

For the avoidance of doubt, we will not be entitled to an indemnity from you for losses suffered by us exclusively as a result of our own fraud, wilful default, negligence, or breach of our obligations under these Terms.

6. Communications between us.

<u>How we will contact you.</u>

We will send all correspondence relating to these Terms (including statements, reports, and notices, including notices of changes these Terms) to the email, contact address, or number that you provided to us in your Investment Application Form for similar correspondence or which you may notify to us from time to time (see '*How you should contact us*.' below for details on how to communicate with us).

We will generally send correspondence to you in electronic format (which includes any Durable Medium other than paper, such as pdf documents) including: (a) by email, (b) through the Investment Platform, or (c) through other Distance Communication Means chosen by us, in each case at the email, contact address, or number indicated by you for that purpose.

If you have been classified by us as a Retail Client then you have the right to request that we send our correspondence in paper format, including by asking to receive communications by regular mail. In the case of joint accounts, all account holders must jointly request to change the format of communications.

Correspondence sent by us to you will be deemed to have been sent by us and received by you as follows:

(a) for regular or registered mail – the date when you receive the correspondence;

(b) for email – the date when the email has been transmitted to the correct address and is no longer within our systems;

(c) if through the Investment Platform – the date when the correspondence is brought to your attention; and

(d) for other Distance Communication Means – such date determined according to the rules applicable to the means used.

This deemed date of receipt is important since any Cooling-Off Period and your related right of withdrawal as well as any periods within which you may object to the contents of correspondence received will start to run from that date.

<u>How you should contact us.</u>

Unless otherwise specified in these Terms, you can contact us in person at our Head Office or at any of our branches, by registered or regular mail, by e-mail, by telephone, through the Investment Platform, or through any other Distance Communication Means chosen by us. Our address and other contact details are indicated on our Website, through the Moneybase App, in the Information Document, or as may be communicated or notified by us in writing to you from time to time.

Any communications or other documents sent to us in writing by you must be clear, legible, and in the language or languages that we have agreed to communicate in (See the "*Introduction*" Section above for information on this).

Any communication to us shall be deemed to have been delivered on the date when it is actually received by us. We will not accept liability for any errors, inaccuracies, omissions, or delays in the transmission of any communications sent by you. If we believe your communication to be unclear, ambiguous, incomplete, or otherwise inappropriate we will inform you and may refuse to act upon your instructions until the issue is clarified to our satisfaction.

<u>Other matters relevant to communications between us.</u>

You understand that the use of email and other Distance Communication Means (other than registered mail) does not necessarily ensure that the communications will be properly received by us.

It is in your interest to regularly check the contact address or number that you provide to us for correspondence from us and we are entitled to assume that, since you indicated it as your preferred contact access, you have regular access to it. It is also in your interest to ensure that only you have access to that contact address or number and implement appropriate security measures to ensure that. Our requirements in relation to your access to the Investment Platform and related security are set out elsewhere in these Terms.

You should always double-check that the address or other details that you are using to contact us or to reply to us is accurate and our proper contact details. We do not accept responsibility for badly addressed communications. All telephonic communications including orders should be made by contacting us on our general or direct telephone landlines. We will not accept liability where any communications or instructions are given to any of our staff on personal mobile lines.

Where we accept your request for us to receive instructions from you by telephone, or e-mail (through the Investment Application Form), we do so on condition and subject to you always indemnifying and holding us harmless from and against any actions, damages, claims, losses, costs, charges, fees, and any other negative consequences arising from us processing any such instructions.

Recording of communications between us.

We may monitor and record any telephone, email, and chat conversations with you as well as any other communications between us and retain copies of any such recordings, transcripts, or copies of them. These may be used by us for the purpose of administering your relationship with us, for training purposes, to evidence compliance with regulatory requirements, or as evidence in court or elsewhere in the event of a dispute. These records are our sole property.

7. What if you wish to complain about our Services?

We always try to give our best; however, we appreciate that things may sometimes go wrong, and you may wish to complain about a product or service provided by us. We generally recommend that you initially raise any issues over a call or meeting with your relationship manager or through the chat function on the Investment Platform since many issues can be resolved in that manner.

If you wish to escalate the issue and lodge a formal complaint regarding the Services or any other aspect of the relationship with us, you may do so, whether orally or in writing, through any of the channels set out below. Where you raise a complaint orally, we will prepare a written summary of it and ask you to confirm that it accurately reflects what you have raised. Your formal complaint should be clear and concise but include sufficient details to allow us to identify you, the nature, circumstances, and other details of your complaint, and why you feel that the complaint is justified.

Formal complaints may be submitted to us as follows:

By Mail: Complaints Handling Unit
Calamatta Cuschieri Investment Services,
Ewropa Business Centre, Triq Dun Karm,
Birkirkara BKR 9034, Malta (Europe)

Online: Filling in the form or contacting us via in app chat.

We will manage any formal complaints lodged by you in accordance with our Complaints Handling Policy and Relevant Laws. In particular, we will aim to acknowledge receipt of formal complaints within two business days and reply in writing to your formal complaint within 15 (fifteen) Business Days. In exceptional cases where we are unable to meet this timeframe, we will inform you of the delay, explain the reasons behind it, and confirm when you can expect our final response.

If you are not satisfied with our final response to your formal complaint, you may have the right to refer your complaint to the Office of the Arbiter for Financial Services (the "**Arbiter**"). The Arbiter may be contacted at: Office of the Arbiter for Financial Services, N/S in Regional Road, Msida MSD 1920, Malta or on 800 72366 / +356 2124 9245. Additional information, including how to lodge a complaint with the Arbiter, is available on the Arbiter's website: financialarbiter.org.mt. Time limits may apply to bringing your complaint before the Arbiter.

We treat complaints in a confidential manner and in line with the General Data Protection Regulation ("GDPR").

8. Joint Investment Accounts and their operation.

An Investment Account may be opened and held jointly by multiple clients (a "**Joint Account**") and any references to "you", "your", or "yourself" in these Terms will also apply to each such client holding the Joint Account.

A Joint Account may be opened either:

(a) as a Joint Account operated separately by each account holder (a "**Separately Operated Joint Account**"); or

(b) as a Joint Account operated jointly by the account holders (a "**Jointly Operated Joint Account**").

When a Joint Account is first opened with us, we will, unless each of you expressly request otherwise and we agree to do so, open this as a Separately Operated Joint Account. You can request us to change this at any time, provided that such request is communicated to us in writing and duly made and signed by all account holders.

Separately Operated Joint Accounts

Where a Joint Account is opened as a Separately Operated Joint Account under these Terms:

(a) we shall be entitled to assume that each of you are fully authorised to operate the Joint Account and give instructions without needing any other joint account holders to also approve (i.e., you are severally authorised and not jointly);

(b) unless otherwise specified in these Terms, instructions may be given to us by each of you separately and we shall be entitled to act upon and execute your instructions without being liable towards the other joint account holders;

(c) any correspondence including communications and notifications made by us to any of you shall be deemed to be made to and shall be fully effective and valid towards, all other account holders;

(d) these Terms and the related agreement may be terminated by any one of you by following the relevant procedure under these Terms. You will, however, be obliged to notify the other account holders that you have terminated the agreement; we will not be obliged to inform the other account holders ourselves;

(e) where we fulfil any of our duties or obligations under these Terms towards any one of you, we shall, unless otherwise required under Relevant Laws, be relieved from such duty or obligation towards all other joint account holders;

(f) each of you are jointly liable for all duties and obligations towards us under these Terms or applicable law, including any debts and other obligations arising from instructions given by any of you. If the account holders are married and have a community of acquests between them, then we shall also be entitled to exercise any of our claims for the entire amount of the relevant debt on the personal assets of each account holder;

(g) We will categorise you and assess (as applicable) appropriateness, suitability, or otherwise determine the Joint Account's profile in accordance with Relevant Laws; and

(h) If any of you attempt to contest an instruction validly given by another of you under these Terms, we will be entitled to suspend execution of any pending instructions in relation to the Joint Account, refuse instructions by any one of you, and require that any instructions shall, until further notice, be signed jointly by all account holders.

Jointly Operated Joint Accounts

Where a Joint Account is opened as a Jointly Operated Joint Account under these Terms:

(a) you may only use the Services jointly (i.e., as a rule, all instructions in respect of the Joint Account will need to be given and signed by all account holders); and

(b) you will be jointly and severally liable for all duties and obligations towards us under these Terms or applicable law.

Notwithstanding the above, the account holders may jointly appoint a representative acceptable to us for the purposes of your relationship with us and the operation of the Joint Account on behalf of all account holders, including giving instructions. Please refer to '*Appointment of a representative*.' under Section B - General for further information about appointing a representative.

9. What happens in the event of your demise, incapacity, or disappearance?

If we are informed of your demise or incapacity, we will require your heirs, legatees, or legal representatives to produce evidence to us that they are entitled to all or part of your Investment Account or to give instructions in its regard. Until we are satisfied, at our reasonable discretion, that the evidence properly establishes your lawful heirs, legatees, or legal representatives, the Investment Account shall only be operated in the manner considered most appropriate by us. We will retain all interest and capital payments on the Investment Account until the lawful heirs or legatees, as applicable, are established. We will also have the right, notwithstanding your demise or incapacitation, to set-off any amounts due by you or otherwise in respect of the Investment Account prior to any related withdrawal, transfer, or closure of the account.

If an account holder of a Joint Account passes away or is incapacitated, the surviving joint account holders must immediately inform us in writing. We are entitled, prior to or after receipt of written notice of the demise or incapacity of an account holder, to take such steps or require such documents or restrict transactions relating to the Joint Account as we may deem prudent or advisable in our absolute discretion. The estate of any deceased or legal incapable account holder shall continue to be liable towards us jointly and severally for any indebtedness or other liabilities in connection with the Joint Account.

If we are unable to trace you despite having taken all reasonable steps to do so we will, after a period of 7 (seven) years from the last contact with you, be entitled to terminate this agreement. We will try to contact you through ordinary means before we do this.

10. Appointment of a representative.

You may from time to time appoint a representative acceptable to us for the purposes of your relationship with us and the operation of your Investment Account or Joint Account, including giving instructions. The following requirements apply when appointing a representative:

(a) the request to appoint a person as a representative must be made in writing, must include all relevant details and information, and must be duly signed by you and, where applicable, by all other account holders. This request may be made in the Investment Application Form or subsequently in writing. We retain the right to refuse, at our discretion, a request for the appointment of a representative. We are not obliged to independently enquire as to the nature of the relationship between you and the representative or any limitations on such person's powers and may rely on what you request and notify to us in writing;

(b) If you request the appointment of an additional representative to operate the Investment Account or Joint Account, any such subsequent appointment and authorisation shall not (in the absence of express notice of revocation as set out below) be deemed to revoke prior appointments and authorisations previously communicated by you and agreed by us; and

(c) subject to each representative's terms of appointment, a duly appointed representative may independently use the Services and generally operate the Investment Account or Joint Account on your behalf, and we shall be entitled to execute the representative's instructions, send correspondence and notices to such representative, and by so doing discharge of any our obligations towards you and, where applicable, all other account holders.

Generally, you are entitled to revoke the mandate given to the representative at any time. The representative's terms of appointment may, however, only be amended by you in writing and, where applicable, with the written agreement of all other account holders. We have the right, at our discretion, to refuse an amendment to the representative's terms of appointment and revoke our acceptance of the appointment of the representative.

Once a representative is accepted by us, we will be entitled to continue to treat that duly appointed representative and their terms of appointment as remaining in force, valid, and unchanged, until we receive notice to the contrary and in writing from you. Any revocation, amendment to the terms of appointment, or other variation or cancellation of the powers of a representative shall not be valid and effective under these Terms (even if publicly known, made public, or published in terms of law) unless and until it has been notified to and acknowledged by us under these Terms.

We will aim to acknowledge receipt of and process any communication given with respect to the appointment, revocation, or modification of the powers of a representative within 15 (fifteen) Business Days of the date of receipt of the relevant communication.

Where you or the client are a corporate entity, a trust, or another type of association of persons whether incorporated or unincorporated, we will accept instructions from, and give notices and other communications to, your nominated representatives or contact persons ("**Corporate Authorised Persons**"). Instructions from any Corporate Authorised Persons will fully bind the client. We will, where relevant and in accordance with Relevant Laws, take in to account the Corporate Authorised Persons' knowledge, experience, and other relevant information in determining the classification, profile, and other regulatory assessments relating to the client. The client shall inform us and shall keep us informed about the persons appointed as Corporate Authorised Persons. You may also request us to change the Corporate Authorised Persons by writing to us with details of the changes. In each case and where appropriate we may require evidence of the proper appointment of a Corporate Authorised Person, which may include appropriately certified copies of the client's memorandum and articles of association, the full authorised signatory list, minutes of meetings or resolutions, powers of attorney, the trust deed or variation deed, or similar documentation.

11. Use of Signatures.

We reserve the right to reject any signature which we believe not to be real or which, in our view, does not match the sample signature made available to us: (i) at account opening stage, (ii) when the representative was appointed, or (iii) otherwise using the appropriate form available upon request. We will generally notify you where we have rejected your or a representative's signature in this manner.

12. Investment restrictions

We will only be bound by specific investment restrictions which have been requested by you and agreed by us in writing. Further information regarding investment restrictions that we are able to apply to the management of your account can be provided upon request. We cannot agree to comply with specific investment restrictions where we recommend or invest in a Collective Investment Scheme, because we may not always know the exact underlying holdings of the scheme or these may have changed.

13. Dormant Accounts

We incur significant ongoing costs to maintain each account opened by our clients. If for a period of 2 (two) years you have not placed an order or entered into a transaction in relation to any of your Investment Accounts, then we may designate each such Investment Account as dormant or inactive. Where your Investment Account has been designated by us as dormant or inactive:

(a) we may impose restrictions on you placing new transactions such as until your information is updated; you should contact us should this occur and you wish to remove the designation as dormant or inactive. Generally, if a restriction has not been imposed then your account will cease to be designated as dormant or inactive after you place a new transaction in relation to that account; and

(b) we may levy a fee or charge for such inactivity. Please refer to 'Fees, charges, and expenses.' below for details on our Fees and Charges.

The above rights or powers in relation to Investment Accounts designated by us as dormant or inactive, are without prejudice to any of our other rights or powers under these Terms or applicable law.

14. Our liability.

We will not accept liability and shall not be liable for:

(a) Any loss suffered or incurred because of or in connection with the provision of any of the Services, unless and to the extent that such loss is suffered or incurred exclusively as a result of our own fraud, wilful default, negligence, or breach of our obligations under these Terms;

(b) Any loss due to actions (or lack of actions) taken by us in accordance with these Terms, in order to comply with Relevant Laws, or generally in the exercise of our rights, powers, or discretion;

(c) Any adverse tax consequences arising from the use of our Services;

(d) Any consequential or other indirect loss suffered or incurred;

(e) Any loss that has not actually been suffered or incurred such as loss of profit or unrealised (paper) losses; or

(f) Any other matters expressly excluded under these Terms.

We will not accept liability and shall not be liable for any loss incurred by you with respect to any transaction in relation to any Financial Instrument, Crypto-Asset, or other asset, any delays in the receipt or processing of your instructions, or if we cannot perform any of our obligations by reason of any cause beyond our reasonable control (including, without limitation to the generality of the aforesaid, government restriction, actions by Relevant Authorities, wars, act of terrorism, strikes, fire, exchange or market disruption, pandemic, suspension of trading, periods of abnormal or unusual market activity, unanticipated dealing volumes, inability to communicate with market makers, failure of any telecommunication, computer dealing or settlement system, energy failure, late or mistaken delivery of payment by any bank or counterparty, or any other event beyond our reasonable control) except if occurring exclusively through our own fraud, wilful default, negligence, or breach of our obligations under these Terms.

You acknowledge and accept that any market data, market recommendation, or other similar information communicated by us does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell any Financial Instrument, Crypto-Asset, or other asset, and that such market recommendation or other information, although based upon information from sources believed by us to be reliable, may be incomplete and may be unverified and unverifiable. We make no representation, warranty, or guarantee as to, and shall not be responsible for, the accuracy or completeness of such any such market data, market recommendation, or other information furnished to you. This provision is without prejudice to our obligations when providing Investment Advice in accordance with Relevant Laws, and your rights in that regard.

15. Amendment of these Terms.

We may from time to time amend or supplement these Terms, including any conditions applicable to the provision of the Services, and generally our contractual relationship with you.

If you are a Consumer, this right can only be exercised by us if there is a valid reason. Valid reasons for us to unilaterally amend or supplement these Terms include: (i) changes to Relevant Laws, its interpretation, or practice; (ii) changes to our business or our Licence, (iii) clarifications or correction of errors; (iv) changes to our Services or internal processes and procedures; (v) changes to the conditions, terms, or other requirements by competent authorities, trading venues, central securities depositories, counterparties, sub-custodians, bankers, and other service providers; (vi) legal, regulatory, market, technological, or other developments; or (vii) generally, amendments which we consider to be, collectively, in our clients' best interests.

Where we decide to exercise our right to amend or supplement to these Terms, we must notify you in writing of the proposed amendment or supplement either in paper form or through any other Durable Medium. This notification must include: (a) an express indication that we are exercising our right to amend the Terms, and (b) the prior notice period and proposed start date for the changes to the Terms. The changes to the Terms will come into effect after the expiry of the prior notice period indicated in our notice, which shall not be shorter than 15 (fifteen) days from the date of receipt of our notice.

Unless you object to the proposed changes before the relevant notice period expires, you will, after the expiry of the notice period, be deemed to have accepted such changes. Without prejudice to this deemed acceptance of changes, we may, at our discretion and without liability for so doing, refuse or restrict your use of our Services, including access to the Investment Platform, after the expiry of the notice period unless you expressly agree to the changes.

If you object in a timely manner to the proposed changes, we will deem this to be equivalent to notice of termination by you under the Terms that applied prior to the entry into effect of the proposed changes. Likewise, if we request your express agreement to certain changes and these are refused, your refusal will be deemed to be equivalent to notice of termination by you under the then applicable Terms. No charges or penalties shall apply to you for terminating these Terms in this manner and, where applicable, we will waive our own fees for any resulting transfers or sale orders to close your Investment Account.

If at any time a change in Relevant Laws or their interpretation takes place and such change requires a supplement or amendment to these Terms, these Terms shall be deemed to be automatically supplemented or amended in order to reflect such mandatory requirements. This is without prejudice to our right to unilaterally amend these Terms as described above.

16. Fees, charges, and expenses.

The fees, charges, and expenses that we will charge you for the provision of the Services are set out in the Information Document, the Schedule of Fees and Charges, and in any other relevant document supplementing these Terms, as applicable ("**Fees and Charges**").

The Fees and Charges shall be entirely borne by you. To the maximum extent permitted under Relevant Laws, we are entitled to ask for the reimbursement of any out-of-pocket expenses incurred by us, including any taxes arising from or in relation to these Terms or the Services, any postal charges, stamp duty expenses, expenses incurred for any participation in meetings, and any costs for the loss of value days on cash transfers. Any expenses incurred by us due to garnishee or freezing orders, seizures, attachments, or similar measures affecting Financial Instruments or other assets deposited on the Investment Account or cash held on your behalf shall also be entirely borne by you.

The Fees and Charges that fall due will be deducted and paid to us from the Payment Account designated by you in the Investment Application Form. If it is not possible to settle the Fees and Charges from your designated Payment Account, we reserve the right to debit other payment accounts or other cash deposits held by you with us, Moneybase Ltd, or any third parties.

Without prejudice to any of our other rights or powers under these Terms or applicable law: (i) if you fail to pay any amount due to us when it is due, interest will be payable on the overdue amount at the maximum rate allowed by law, which interest shall accrue daily until we receive full payment; and (ii) we shall be entitled to exercise a right of retention over your Financial Instruments, Crypto-Assets, and other assets and to refuse to carry out any of your instructions in their regard to the extent of the amounts due to us under these Terms until these are paid in full or we are satisfied that they will be paid in full.

Subject to Relevant Laws, in addition to the Fees and Charges we shall be entitled to receive and retain for our own benefit any fees, commissions, non-monetary benefit, or other inducements received by us from third parties.

Before entering into a transaction to subscribe for, purchase or sell a Financial Instrument, we are required by Relevant Laws to provide you with certain aggregated information regarding the costs and charges, including inducements, of the relevant Services and Financial Instruments. You can request more detailed information from us. Where applicable, we will also periodically provide you with information on actual costs and charges (including on inducements) relating to the Services provided and Financial Instruments held by you as required by Relevant Laws and as further set out in these Terms in relation to periodic reporting.

If the agreement to subscribe for, purchase or sell a Financial Instrument is entered into using through Distance Communication Means which do not allow for the prior communication of information on costs and charges, we may if: (i) you qualify as a Retail Client or otherwise if it relates to Investment Advice, and (ii) you so request, provide information on costs and charges in paper form or in another Durable Medium after the conclusion of the transaction, provided that both of the following conditions are met:

(a) you have agreed to receive the information without undue delay shortly after the conclusion of the transaction; and

(b) we have given you the option to delay the transaction until you have received the information.

These conditions do not apply to Professional Clients other than in relation to Investment Advice. You also have the right to receive information on costs and charges by phone before the conclusion of a transaction.

17. Standing Orders, Overpayment, and Small Payments.

Standing Orders

Where we accept a standing order (that is a repeating payment instruction), such instructions are always subject to you having sufficient funds in your Investment Account or Payment Account available when we execute each relevant instruction. If you do not have sufficient funds we may, at our discretion, either:

(i) proceed to execute the relevant instruction and treat the available balance of funds as a part payment on account (in which case you will owe us the difference), or

(j) (ii) decline to execute the relevant instruction altogether.

Overpayment

If for any reason you pay us more than is required, we shall, promptly after receiving cleared funds, repay the difference to you or hold it for you in your payment Account.

Conversely, if for any reason we pay you more than you are entitled to, you agree to promptly (and without us needing to request same) repay the difference to us. If you know or suspect that, for any reason: (i) you have received more monies or investments than you are entitled to, or (ii) you have not been charged, wholly or partly, a charge or fee that should be due, you must notify us as soon as possible.

You agree not to remove any overpaid monies or investments or monies that should have been charged from your Investment Account or Payment Account. If you have removed such monies or investments from your Investment Account or Payment Account you must, unless we agree otherwise in writing, return the full amount to us.

If you fail to promptly repay any amounts due, you will be liable not just for the amount overpaid but for interest at the maximum rate allowed by law as well as any expenses, fees, costs, and losses incurred to recover such amounts or investments, including liquidating or closing transactions affected. This Clause is without prejudice to any of our other rights or powers under these Terms or applicable law.

Small Payments

Under Relevant Laws, cheques cannot be issued for less than €20 (twenty Euro). We also reserve the right not to transfer or pay out any sum less than €20 (twenty Euro). This minimum limit does not apply to transfers between your Investment Account and your Payment Account.

18. Reporting by us.

Clients' assets statements and valuations

We generally send periodic statements to all our clients on a quarterly basis. If you so request, we may provide you with more frequent statements, however, we shall be entitled to charge the appropriate market price for the preparation and delivery of such statements to you.

You may, if we provide Advisory Dealing or Non-Advised Execution services, also request a one-off valuation of your Financial Instruments to be sent to you. A charge may be due for this service. Where we agree to provide a one-off valuation of your Financial Instruments, you agree that this does not constitute a portfolio management service and does not impose upon us the obligation to review the account on an ongoing basis or at all.

Where we provide you with Discretionary Management or Advisory Managed services, we will establish an appropriate method of evaluating the performance of your account (such as a meaningful benchmark) and include it in your valuations. Any such measure will be included in valuations only as a guide, and it is not a guarantee that your account will perform in line with the chosen benchmark or will follow its distribution, asset allocation, or the investments that make up any index or benchmark used.

Where your account includes Crypto-Assets, these may also be reflected in your other periodic statements or valuations (where applicable), based on pricing and valuation data obtained from market sources deemed reliable by us. You acknowledge that Crypto-Asset valuations may be subject to increased volatility and pricing uncertainty compared to traditional Financial

Instruments. Benchmarks, if used, may also not reflect the full risk or performance characteristics of Crypto-Assets.

<u>Trade confirmations</u>

Following the execution of your order we will confirm the transaction arising from your order not later than the first business day following execution. We call this a “trade confirmation” or “contract note”.

A contract note will, among other things, confirm execution of the transaction, contain the relevant due date for settlement for all transactions and will act as invoices. Contract notes merely evidence a transaction; they do not affect its validity, so if a contract note is issued late or not issued at all it does not necessarily mean that the transaction has not taken place. You may obtain further information about the status of any of your orders from us upon request.

<u>Discretionary Management services</u>

If we provide you with Discretionary Management services we will provide you with you with a quarterly statement. If the Discretionary Management service relates to a leveraged portfolio, we will provide you with a monthly statement instead.

You may opt to receive information about transactions executed as part of the Discretionary Management service on a transaction-by-transaction basis in which case you will receive the relevant contract notes in the manner described above. If you opt to receive contract notes, we will send you an annual statement in relation to the Discretionary Management service instead.

We will notify you of any reduction in the value of your portfolio managed as part of the Discretionary Management service which exceeds the predetermined threshold agreed between you and us, no later than the end of the Business Day on which the threshold is exceeded or in cases where the threshold is exceeded on a day that is not a Business Day, the close of the next Business Day.

<u>General</u>

If you authorised us to accept communications and other instructions and documentation from you by email, then you will receive your statements, valuations, and contract notes on the same email address. If you have access to the Investment Platform, periodic statements, valuations, and contract notes will still be sent to you by email, however, the Investment Platform generally also provides easily accessible and up to date information and documentation that can be accessed at any time. You should also inform us without delay if you have not received a statement, valuation, or contract note when this was due.

You must review all statements, valuations, and contract notes carefully to check that they are accurate and correct. If you believe that any statement, valuation, or contract note that you receive is incorrect (for example, it refers to an order which you have not submitted), you must tell us immediately.

Statements, valuations, and contract notes (unless they are subject to manifest error) will be deemed conclusive of your orders and transactions and will apply to you unless:

(a) you object in writing within 14 (fourteen) days of the provision of the statement or the contract note; or

(b) we notify you of any error in the statement or the contract note.

It is your duty to check your statements, valuations, and contract notes carefully and inform us urgently if there is anything wrong or missing. We will treat any failure by you to notify us of your objection within the above period as approval by you of the statements, valuations, and contract notes.

If you are a Retail Client having an uncovered open position in a Leveraged Instrument or Contingent Liability Transaction, we will notify you of any losses exceeding any predetermined threshold agreed between you and us, no later than the end of the Business Day in which the threshold is exceeded or in cases where the threshold is exceeded on a day that is not a Business Day, the close of the next Business Day.

19. Manifest errors.

The quotes that we display on the Investment Platform as well as our statements, valuations, and contract notes may be subject to errors, omissions, or misquotes by us or any third-party provider. Such errors, omissions, or misquotes would generally be obvious when considering market conditions, including the prevailing market price of an investment, that existed at the time you submitted your order through the Investment Platform or other relevant date. We call such obvious errors a "**manifest error**" that you should also have recognised as such in good faith.

If a transaction is based on a manifest error (regardless of whether you gain from the error), or we have good grounds for believing so, we can take any of the following actions:

(a) void the order (and any resulting transaction) as if it had never been accepted;

(b) allow the order (and any resulting transaction) to remain in place until closed under these Terms; or

(c) amend the resulting transaction or place a new transaction, so that (in either case) its terms are the same as the transaction which would have been placed or continued if the transaction had not been based on a manifest error.

In determining whether a transaction is based on a manifest error, we will consider any relevant information including the state of the market at the time of the error, the prevailing market price of the instrument, or any error in, or lack of clarity of, the market data we receive from third party providers upon which we based our quote.

We will do as much as reasonably possible to tell you beforehand if we take any of the actions mentioned above but if this is not practicable to do so we will tell you as soon as reasonably possible afterwards. If you believe that a transaction is based on a manifest error, then you must tell us immediately.

If we find that a transaction is based on a manifest error and we take any action mentioned above, any sale proceeds arising from the closure of the transaction or any open position resulting from it will be due and payable to us without delay.

If any statement, valuation, or contract note is subject to manifest error, that statement, valuation, or contract note will be voided by us, and we will re-issue it. If you believe that a statement, valuation, or contract note contains a manifest error then you must tell us immediately.

We are not responsible to you for any losses that you may suffer as a result of a transaction based on a manifest error or your reliance on any statement, valuation, or contract note containing a manifest error, other than exclusively as a result of our own fraud, wilful default, or negligence.

20. Tax on your investments.

You should be aware that various tax regimes may apply to your investments through our Services, depending on, among other things, your country of residence, tax status, and relevant laws and rules applicable from time to time. You are solely responsible for paying all taxes due, making any claims for exemption or withholding, filing any tax returns, providing Tax Authorities with all relevant information, and generally complying with all applicable tax laws and rules regarding your investments. Certain countries may have tax legislation with extra-territorial effect regardless of your or any Connected Person's place of domicile, residence, citizenship or incorporation. You should seek appropriate tax advice if you are in doubt. We do not provide tax advice.

We may make any tax deduction or withholding from profits to your Investment Account that we are required to make by applicable law. Likewise, we may offer you the facility to deduct tax at source at the applicable tax rate, where applicable. In each case, any deducted or withheld amounts will be paid by us to relevant Tax Authorities without any liability towards you whether by way of compensation for such amount or otherwise; You remain responsible for verifying that all tax due has been duly paid.

21. Cooling-Off Period and Right of Withdrawal.

If you signed-up for a Service exclusively through the Investment Platform (termed a distance contract), you may have a right to cancel the distance contract within 14 (fourteen) calendar days (a "**Cooling-Off Period**").

The Cooling-Off Period starts running from the later of: (a) the day of the conclusion of the distance contract, or (b) the day on which you receive a copy of the Terms from us. You may exercise this right of withdrawal by completing and submitting a Cancellation Request to us through the Investment Platform. Once sent, a Cancellation Request is irrevocable.

This right of withdrawal <u>does not</u> apply:

a) If during the Cooling-Off Period you placed an order or otherwise were provided a service in relation to any product whose price depends on fluctuations in the financial market outside our control;

b) If the distance contract has been fully completed by both parties at your express request before you exercise the right of withdrawal; or

c) If, prior to the start of the Cooling-Off Period, you visited our offices or you otherwise met one of our representatives face-to-face.

If you submit a Cancellation Request and your right of withdrawal applies, then the distance contract will be considered null and void. If a Free Payment Account was also opened by us to provide you with the Services, your right of withdrawal in relation to the distance contract will also affect the Free Payment Account.

No benefit can be claimed by you under the distance contract or Free Payment Account (where applicable) once you have submitted a Cancellation Request.

If you exercise your right of withdrawal:

You must

- Pay us without delay for the service or benefit actually received by you under the distance contract. The amount payable by you shall be calculated and notified by us but it will not: (a) exceed the proportionate amount for the service already provided when compared with the full coverage of the distance contract; or (b) be an amount that could be construed as a penalty; and
- Return to us any monies or assets that you may have received from us under the distance contract without delay and no later than within 30 (thirty) calendar days from the date when you submit the Cancellation Request.

We must

- Return to you any monies that we received from you under the distance contract without delay and no later than within 30 (thirty) calendar days from the date when we received your Cancellation Request.

22. Client categorisation.

Under Relevant Laws, we must categorise you as a certain type of client. This category is linked to the level of regulatory protection that you will receive. Unless you have agreed otherwise with us and we have informed you accordingly in writing, we will treat you as a Retail Client, which category is entitled to the highest level of protection.

Limitedly to Regulated Persons, we will treat you as an Eligible Counterparty (for Services other than Investment Advice or Discretionary Management) or as a Professional Client (for Investment Advice or Discretionary Management), unless we agree otherwise in writing.

You can request a different client categorisation to the one we have given you, but we may, in our sole discretion, reject any such request. If we agree to your request and you are re-categorised with a lower level of protection (such as a Retail Client requesting to be treated as a Professional Client) you will lose the benefit of certain protections under Relevant Laws. Further, if you are re- categorised with a lower level of protection you must keep us informed of any changes in your circumstances which may affect your categorisation. It is important to provide accurate information and keep us updated.

The Services that we provide to you are intrinsically based on the information that you provide to us and we are entitled to rely upon its completeness and accuracy. If you fail to provide complete and accurate information or to notify us of changes to information that you previously provided, this may adversely affect the quality of the Services.

We will not accept any liability for losses suffered as a result of us acting or advising you based on incomplete or inaccurate information.

Although we may periodically remind you to update your information, it is your responsibility to update us of any changes to your information, including your investment objectives, risk profile, investment restrictions, and other relevant information previously provided to us. You should note that changes to your information may result in us proposing or effecting changes to your investments, the Services, or our relationship generally.

23. Investing in Financial Instruments and Crypto-Assets

Investing in Financial Instruments and Crypto-Assets and the use of our Services naturally exposes you to various levels of risk. You are required to represent to us that you understand the risks associated with using our Services and investing in Financial Instruments and/or Crypto-Assets. Generally, this means that you are aware that investing in Financial

Instruments and/or Crypto-Assets whose price depends on fluctuations in the financial markets exposes you to market losses or gains.

We cannot predict the future accordingly any advice, recommendations, research, or similar by us should never be interpreted as any form of guarantee or assurance of future performance; market losses or gains are exclusively yours to bear or for your account. Likewise, if we include a benchmark as a reference point for your portfolio this is not a guarantee that your portfolio will perform in line with the chosen benchmark or necessarily follow its distribution. Furthermore, benchmarking does not mean your account will be based on the Financial Instruments which make up the indices of the benchmark or will necessarily follow their asset allocation or performance. In general, the price of Financial Instruments and/or Crypto-Assets may go down as well as up and past performance is not necessarily a guide to future performance.

Further, where you enter into contracts in relation to Financial Instruments that are not readily realisable, there may be no recognised market for such Financial Instruments and it may therefore be difficult to trade in, value or obtain information, including price information, about such Financial Instruments.

Similarly, in the case of certain Crypto-Assets, there may be in certain cases, no regulated or transparent market available, which may limit your ability to sell, value, or access accurate and timely price information.

We and our Related Parties will not be held responsible for any losses suffered or incurred by you except to the extent that such loss is suffered or incurred exclusively as a result of our own fraud, wilful default, negligence, or breach of our obligations under these Terms. Unless we expressly agree otherwise in writing, we will not continuously monitor your investments after a transaction is made by you and we will not accept any responsibility for the transaction developing differently from what you might have presupposed or to your disadvantage.

24. Use of the Investment Platform.

Our Investment Platform enables clients to, among other things, communicate with us, receive reports, give instructions, and place Execution Only and Crypto-Asset Execution orders to trade.

Where you have been granted access to our Investment Platform, details on how to access and login to the Investment Platform, as well as any security and system requirements will be made available or will be provided upon request. It is your responsibility to always abide by these requirements; we will not accept liability for and cannot be held responsible for your failure to abide by these requirements, even if they result in significant losses for you.

The Execution Only and Crypto-Asset Execution services offered through the Investment Platform are limited services where you take your own investment decisions and place your orders to us to buy (and hold) or sell certain Financial Instruments and/or Crypto-Assets on your behalf and in accordance with your instructions. When you place an Execution Only and/or Crypto-Asset Execution order we are neither advising you on the merits of the transaction nor are we required to generally assess the suitability or appropriateness of the transaction to you. This means that you will not benefit from the protections ordinarily afforded by Relevant Laws in this regard.

Further information on the Execution Only service is included under Section D – Execution Services and further information on the Crypto-Asset Execution service is included under Section G – Trading Crypto-Assets.

Trading through the Investment Platform is accordingly aimed at clients who have the necessary investment knowledge and experience to be able to take their own investment decisions and place their own orders. We presently do not offer Investment Advice, Advisory Managed, Discretionary Management, or similar services through the Investment Platform. If you need advice or generally feel that you do not have sufficient knowledge and experience, then you should not use the Investment Platform to trade.

The Execution Only Service and the Crypto-Asset Execution Service through the Investment Platform are only available in relation to certain Financial Instruments and Crypto-Assets. Details of the Financial Instruments and Crypto-Assets that may be traded from time to time through the Investment Platform are available through the Investment Platform. We reserve the right to, at any time, add or remove Financial Instruments and Crypto-Assets that may be traded through the Investment Platform.

Generally, most of the Financial Instruments that may be traded through the Investment Platform will not be "complex instruments" within the meaning of Relevant Laws; placing Non-Advised Execution orders in relation to "complex instruments" may require additional information to be collected from you and other additional requirements. See 'Complex instruments' under Section D – Execution Services, for further details.

The Investment Platform and any information provided by us through it is provided on an 'as is' and 'as available' basis. We are constantly striving to improve our service offering and the features and functionalities available through the Investment Platform, however, we cannot guarantee that they will: (a) be without interruption, (b) be error free, (c) always be accessible or offered, (d) meet your individual requirements, or (e) be compatible with your hardware or software. Your attention is drawn to 'Investment Research, Market Data, and other information' below in relation to market data and other information provided through the Investment Platform.

We also reserve the right to suspend, at any time, access to the Investment Platform or any of the services provided through it, however, to the extent possible we will endeavour to inform our clients of any anticipated service or system interruptions.

We will not be responsible for any losses or expenses you suffer because of your use or misuse of the Investment Platform, including its inaccessibility, the suspension or removal of a Financial Instrument and/or Crypto-Asset from the Investment Platform, unauthorised access, or any other causes, other than where such loss or expense exclusively arises from our own fraud, wilful default, gross negligence, or breach of our obligations under these Terms.

25. Conflicts of Interest.

We are required under Relevant Laws to maintain and operate effective organisational and administrative controls to take all reasonable steps to identify, manage, disclose and record conflicts of interest.

Where the arrangements that we make to manage conflicts of interest are insufficient to ensure, with reasonable confidence, that those risks of damage to client interests will be prevented, we will disclose to you the general nature and the sources of the conflicts of interest before you use our Services including submitting any orders through the Investment Platform.

It is important to note that where we provide Investment Advice, we only do this on a non-independent basis; we may be advising on instruments where we have a relationship with the issuer or providers of the instruments. For example: (i) CC Funds SICAV plc is managed by Calamatta Cuschieri Investment Management Ltd, part of CC Moneybase Group, and (ii) we are the local representative in Malta of the UBS Investment Funds.

It is also important to note that when entering into a transaction with you, we may be:

a) dealing as principal for our own account by selling you the Financial Instrument or buying it from you;

b) matching your transaction with that of another client by acting on your and their behalf;

c) buying or selling units in a Collective Investment Scheme where we or a Related Party is the promoter, manager, trustee, administrator, adviser, or an officer of the scheme,

d) buying Financial Instruments where we or a Related Party are involved in a new issue, rights issue, takeover, or similar transaction concerning the Financial Instrument in question,

e) recommending that you buy or sell a particular Financial Instrument in which one of our other clients has given instructions to buy or sell or in which we or a Related Party may have a long or short position; or

f) acting as a broker or fund advisor.

Subject to Relevant Laws, we may also receive or pay fees, commissions, provide non-monetary benefits, or other inducements from or to third parties in relation to Services provided to you.

Further information on how we handle conflicts of interest is provided in our Conflicts of Interest Policy, details on which can be found here.

26. Best Execution and Order Allocation.

We are required to take all reasonable steps to obtain, when executing orders on your behalf, the best possible result for you. Nevertheless, we shall, in so far as possible, seek to execute any specific instruction received from you in accordance with your specific instructions.

We have a “Best Execution and Order Allocation Policy”, which forms part of these Terms and describes the factors that we will take into account in determining the best possible result and the other steps that we take to seek best execution when transmitting your orders, when arranging or executing transactions, or when taking decisions to trade on your behalf. This policy also identifies the entities with whom our orders are placed or to whom we transmit orders for execution for each class of Instrument. A copy of the latest version of this policy is available either in a printed version upon request or on the Website.

You should note that, in terms of the Best Execution and Order Allocation Policy, it is possible that your orders may be executed outside a trading venue (i.e., outside of a regulated market, multilateral trading facility, or organised trading facility). By agreeing to and accepting these Terms, you are expressly agreeing to the execution of your orders outside a trading venue.

We may on occasion combine (referred to as ‘aggregating’) your transactions with transactions for our own account or for the account of other clients or both. We will generally aggregate orders where we believe that this is in the overall best interests of the clients concerned. However, aggregation may on occasion work to a client’s disadvantage. Where we aggregate clients’ orders with our own orders, the clients will have priority in the allocation of orders. If without aggregation the clients would not have been able to carry out the order on advantageous terms, or at all, we may allocate the transaction for our own account proportionally in accordance with our Best Execution and Order Allocation Policy. Aggregated clients’ orders will also be allocated in accordance with our Best Execution and Order Allocation Policy. In undertaking any transaction your behalf, we may do whatever we consider necessary to comply with any Relevant Laws including any applicable market or exchange practices (such as in the case of aggregation and allocation of orders and limit orders).

We reserve the right to refuse to deal in or provide Services in relation to any Financial Instrument whether listed or unlisted in Malta or on any overseas market or to provide Services in relation to Crypto-Assets.

Notwithstanding any other provisions of these Terms, we may at our discretion amend or revise our Best Execution and Order Allocation Policy from time to time. We will, however, generally notify you of any material changes to the Best Execution and Order Allocation Policy including any order execution arrangements.

27. Base Currency of your Investment Account

Unless we indicate otherwise, your Investment Account and your Payment Account will be designated in Euro.

We may, at our sole discretion, also open and maintain accounts based in other currencies. If you have foreign currency accounts, whenever possible, all transactions, including sale or redemption proceeds as well as interest or coupon payments, will be kept in the original currency of the investment. If you want to convert or receive funds in a different currency to Euro, you may instruct us to do so.

If we cannot keep the funds in the original currency, we will either ask you for instructions on what to do or convert them to Euro. If we convert any funds as per your instructions, we will do so at the current market rate of exchange as soon as possible. Please note, any conversion costs or risks will be borne exclusively by you.

If your monies or investments are in foreign currencies, fluctuations in exchange rates may impact the value and income of your investments, regardless of their value in your local currency.

28. Investment Research, Market Data, and other information.

Our Investment Research

We may from time to time provide you with or otherwise issue investment research or other information recommending or suggesting an investment strategy, whether explicitly or implicitly. Any such investment research will generally be believed by us to be reliable and accurate, but we cannot guarantee its accuracy or completeness. Furthermore, such investment research may not always be subject to legal requirements designed to promote the independence of such research.

We do not accept liability for any direct, indirect or consequential losses arising from the use of our research. We or any Related Party may have an interest, relationship or arrangement that is material in relation to any Financial Instrument or any other asset mentioned in such research or may buy, sell or offer to make a purchase or sale of any such Financial Instrument or any other asset from time to time either before or after the research is issued. We may also act either as principal or as agent regarding the sale or purchase of any Financial Instrument or any other asset whether or not it is mentioned in our research.

Market Data

We may provide news, analyst opinions, research reports, credit ratings, information about issuers, market prices, exchange rates, graphs, or any other data or information to you through the Investment Platform under licence from third parties. We call this “market data”. Any market data that we display through the Investment Platform is only for informational purposes;

it is not intended to be and should not be regarded as investment advice or a personal recommendation.

We do not take any responsibility for the accuracy or completeness of the market data that we make available through the Investment Platform, and we are not liable to you for any actions taken or not taken by you as a result of your use of such market data. If you are uncertain about whether a service or investment is suitable or appropriate for you, then you should seek investment advice.

The market data displayed through the Investment Platform is to be treated as confidential and is made available to you on the basis that you will not: (a) use it for commercial purposes; or (b) otherwise publish it, provide access to it, or make it available to any other person (whether free of charge or otherwise). We may, at any time and without prior notice, change or stop providing you with access to any market data.

All intellectual property rights in market data provided by third-party providers will remain the property of those third-party providers.

Whilst we do our utmost to provide real time pricing for all instruments, as any other broker or platform, we rely on third party data feeds to provide us with price data for instruments. Although it is highly unlikely, it is possible that data provided on the platform is inaccurate. Customers are therefore encouraged to place limit orders to mitigate this possibility.

<u>Key Information Documents</u>

This part only applies where you are resident in the EEA and have been categorised as a Retail Client and are investing in Financial Instruments.

In order to help you to make an informed decision before you invest in certain Financial Instruments (e.g., MMFs) through the Investment Platform, we are required by Relevant Laws to make available to you a key information document ("**KID**") about the nature, risks, and costs of investing in that product. The KID related to the relevant Financial Instrument will be available for download from the Investment Platform in English or through a link to the website of the relevant product's manufacturer (such as the fund manager). You have the right to, upon request, also receive a copy of a KID in paper. Depending on, among other things, your country of residence we may, upon request, provide you with translations in other relevant languages where available.

By agreeing to and accepting these Terms, you are expressly consenting to receiving KIDs in a durable medium other than paper, which will be made available through the Investment Platform in English. Each time you submit an order through the Investment Platform, you confirm that you have read and understood the KID related to your relevant investment in Financial Instruments (where applicable).

29. Our right of set-off and other rights.

We have the right to deduct (or set-off), at any time, any money or liability that you owe to us from the monies held in your Investment Account(s) and your Payment Account(s). The amounts that you owe to us shall include any amounts due or payable to third parties which we incurred or may incur on your behalf, including for the settlement of transactions or for services provided to you.

We will generally first seek to deduct the amounts that you owe to us from monies held in your Investment Account(s). If the funds held there are insufficient, we will then seek to deduct the remaining amount from your Payment Account(s).

If there are insufficient funds in both your Investment Account(s) and your Payment Account(s), then we may sell or otherwise liquidate some or all of your assets (including Financial Instruments and Crypto-Assets) as well as close any of your open positions, whether at a loss or at a profit, to cover the amounts that you owe to us.

We will generally try to deduct and set-off monies in the same currency as that in which the amount is owed, however, this may not always be possible. Where we need to convert one currency into another, we will effect or procure that conversion at the current rate of exchange displayed on the Investment Platform. Such conversion shall be entirely at your cost and risk.

Where you hold an interest in a Joint Account, we also have the right to exercise the above rights in relation to the Joint Account and any monies or assets held in it, even if the liabilities only pertain to certain account holders and not to all. We also reserve the right to debit other payment accounts or other cash deposits held by you with any third parties.

By agreeing to and accepting these Terms, you are irrevocably and by way of security authorising us, and you give us permission, at any time and without prior notice to you, to:

(a) instruct Moneybase Ltd to transfer, pay, and deduct any amount you owe to us from your Payment Account(s), if the amounts in your Investment Account(s) are insufficient;

(b) sell, transfer, redeem, or otherwise liquidate, including in our favour or to any of our Related Parties, any of your assets, as well as to close any of your open positions, and to apply the proceeds towards the amounts owed, if the amounts in your Investment Account(s) and your Payment Account(s) are insufficient; and

(c) convert currencies, transfer, assign, deduct, set-off, net, and do such other things on your behalf, including in relation to Joint Accounts where you hold an interest or payment accounts or other cash deposits held by you with third parties, as may be reasonably necessary to ensure full payment of all amounts due by you to us or to third parties.

We need the authorisations or mandates described above from you to provide the services that you request and ensure that the amounts due by you to us for those services will always be paid.

For this reason, the authorisations or mandates that you are giving us may not be withdrawn or revoked by you (termed an ‘irrevocable mandate granted by way of security’ under Relevant Laws). Instead, these irrevocable authorisations or mandates given by you will continue in full force and effect until: (i) this agreement is terminated and all amounts due or that may be due by you have been paid in full; or (ii) we consent in writing to their revocation.

You should note that our rights in this clause are in addition to and without prejudice to any other rights that we may have under these Terms and Relevant Laws, including our right of retention over your Financial Instruments and other assets.

30. Term and Termination.

This agreement between us and you will continue indefinitely until it is terminated in accordance with these Terms.

You are entitled to request closure of your Investment Account and resulting termination of this agreement at any time, by giving us at least 15 (fifteen) calendar days’ notice in writing. We call this a “termination notice”.

On the other hand, we can give termination notice, and so end the agreement, in the following ways:

(a) by giving 15 (fifteen) calendar days’ written notice to you at any time;

(b) immediately on written notice to you if you are in breach or we consider that you are likely to breach these Terms (including if you breach any or your undertakings and covenants towards us);

(c) immediately on written notice to you in the event of a change in the law or our Licence or a decision, interpretation, or guidance of a court, regulator, or similar body or if any circumstances arise which may affect the performance by us or by you of their obligations under these Terms;

(d) immediately on written notice to you if, at our sole discretion and for whatever reason, we consider that you no longer fit within our risk appetite or other criteria for new clients as updated from time to time;

(e) immediately on written notice to you if for a period of 2 (two) years, you have not used our Services, your Investment Account does not contain any Financial Instruments or any Crypto-Assets, and there is a zero cash balance in your Payment Account or with us;

(f) immediately on written notice to you if there is any other valid reason for us to do so (including if any of your representations and warranties becomes incorrect or untrue or is likely to cease to be correct and true); or

(g) immediately following publication of a public notice to that effect in at least 2 (two) English language newspapers published in Malta if: (i) despite our efforts we are unable to contact you at the contact address or number that you provided to us; and (ii) there has been no activity on your Investment Account or Payment Account for a period of at least 2 (two) years.

Where you or we give termination notice, any obligations that may have already been incurred prior to the date on which the termination notice is given will remain unaffected and these Terms will continue to apply in relation to such transactions.

Before the agreement is terminated and your Investment Account is closed, you must provide us with instructions for the transfer of any Financial Instrument you hold to another duly licensed entity that can hold those assets (we call this a ‘successor custodian’) as soon as possible and within 30 (thirty) calendar days of the date on which termination notice is given. Alternatively, you may provide us with a sell order in relation to your Financial Instruments.

In respect of Crypto-Assets, we do not support the transfer of such assets to an external third-party custodian or wallet. Instead, you may instruct us to sell the Crypto-Assets held in your Investment Account. The resulting cash proceeds may be returned to you in your Payment Account or applied towards any outstanding Fees and Charges due to use under these Terms.

Any outstanding Fees and Charges will still need to be paid by you and we may refuse to transfer your Financial Instruments or return cash proceeds until such amounts have been fully paid.

After termination notice is given, you will not be able to use our Services or submit any orders, enter into any new transaction, or give any other instructions through the Investment Platform other than those which are necessary to close any open position before the termination notice was given. Your Investment Account will be closed once all your Financial Instruments are sold or transferred out, all Crypto-Assets are sold and proceeds dealt with in accordance with the above, all open positions are closed, and you have no other obligations towards us. If you have not given a valid transfer or sale order in respect of each of your assets and closed all open positions within the period of 30 (thirty) calendar days, we will be entitled and empowered to take all or any of the above actions on your behalf.

Where we give termination notice we will:

(a) close out or cancel any or all of your open positions without notice to you on the basis of the then current quote for the instrument displayed via the Investment Platform or, where the underlying market or exchange is closed, at the next available price on the opening of the underlying market or exchange, or as required under applicable law;

(b) be entitled and empowered to sell any of your Financial Instruments or Crypto-Assets or other assets held by us; and

(c) be entitled to receive from you all Fees and Charges accrued or incurred by you up to the date that termination notice was given.

In respect of Crypto-Assets, we do not support transfers to an external wallet or third-party custodian. Any Crypto-Assets held in your Investment Account will be sold and the resulting cash proceeds will either be credited to your Payment Account, applied to settle any outstanding Fees and Charges, or returned to the source of funds originally used for deposit or to another verified bank account or other recipient method owned by you.

Any proceeds arising from the sale or liquidation of your Financial Instruments, net of any Fees and Charges or any other amounts due to us, will be credited to your Payment Account or failing that to the source that you originally used to deposit, or to another verified bank account or other recipient method owned by you.

The following rights and obligations under these Terms will continue to apply to you after the agreement is ended and your Investment Account is closed: (i) the representations and warranties that you gave to us; (ii) any indemnity that you gave to us; (iii) any exclusion of our liability; (iv) your confidentiality obligations; and (v) any other rights or obligations that you have which arose before the agreement is ended and your Investment Account is closed.

Any action that we may take under this clause is in addition to and will not affect any other right of action that we have elsewhere under these Terms or under applicable law. Once the agreement has been terminated, your Investment Account will be closed, and you will no longer receive Services from us or have access to the Investment Platform.

We will not be held liable for any damages or losses which you may claim to suffer because of termination of this agreement and any resulting actions taken by us in accordance with these Terms.

Provisions relating to US person status and tax on US sourced income.

Where we identify or reasonably suspects that you are a US Person, we will attempt to contact you via any means available to us and request documentary evidence rebutting such status within 60 calendar days. Where you fail to respond or provide satisfactory evidence within the stipulated time period, or where you are unable to provide documentation proving renunciation of your US Person status, we reserve the right to:

(a) liquidate any assets generating or likely to generate US sourced income, without further notice, and remit the net proceeds to you; and

(b) terminate our relationship with you within a 90-day window, with no further obligations to you save for remittance of any remaining net proceeds.

We will carry out any liquidation in a commercially reasonable manner but accepts no liability for any loss in value arising therefrom.

By accepting these Terms and Conditions, you acknowledge and understand that we operate under a Qualified Intermediary (QI) agreement and that the exit process described above is intended to ensure that we comply with our QI and US tax obligations. We shall bear no liability for actions taken in good faith under this clause. Any taxes, withholding amounts, or charges arising from your status as a US Person shall be solely your responsibility and may be deducted from account proceeds prior to remittance.

31. Personal Data and Privacy.

This clause only applies to natural persons. In order to provide the Investment Platform and any Services under the agreement between us, we need to collect information about you (known as "**Personal Data**"). Under applicable Data Protection Laws, we are what is known as the 'data controller' of your Personal Data.

By agreeing to and accepting these Terms, you are giving us permission to collect, use, process, and disclose your Personal Data (including your full name, identification number, contact details, and account details) for the purpose of providing our Services to you in accordance with our Privacy Statement. You should specifically note that this may include transferring your personal information outside the European Economic Area. Where this occurs, we will do as much as reasonably possible to make sure that your personal data is handled securely and in line with our Privacy Statement and Data Protection Laws. Your permission to collect, use, process, and disclose your Personal Data for the above purposes does not affect any rights and obligations that you or we may have under applicable Data Protection Laws.

You can withdraw your permission by closing your Investment Account, which will end the agreement between you and us. If you do this, we will stop using your Personal Data for the purpose of providing access to the Investment Platform and providing the Services, but we may need to keep your information for other legal reasons.

For more information about how we use your Personal Data as well as your rights in that regard, please see our Privacy Statement here.

If you would like further information about how we collect, use, process, and disclose your Personal Data please contact us by email on compliance@cc.com.mt.

32. Confidentiality.

Under Relevant Laws we are required to protect and keep your confidential information secret and not disclose it unless we are permitted or authorised to do so by law (such as disclosure to our employees or delegates in so far as necessary to provide the Services), are compelled or required to do so by law (such as when we are ordered to do so by a Court), or you have explicitly consented to the disclosure of such confidential information. By agreeing to and accepting these Terms, you acknowledge that we may have to and are giving us permission to disclose information arising from or in connection with our relationship with you to: (a) any court or tribunal, government, regulatory, law enforcement, fiscal or monetary authority or agency where reasonably requested to do so or if required by applicable law, regulations or guidelines and to third parties solely where required for the purpose of administering your account; and (b) to such other third parties to whom we may disclose Personal Data as described in our Privacy Statement. Our Privacy Statement can be accessed here.

33. Detection, investigation, and prevention of Financial Crime.

We and other members of the CC Moneybase Group are required (and may take any action we consider appropriate in our sole and absolute discretion) to meet our Compliance Obligations in connection with the detection, investigation, and prevention of Financial Crime ("**Financial Crime Risk Management Activity**").

Such action may include (but is not limited to): (a) screening, intercepting, and investigating any instruction, communication, transaction, application for Services, or any payment sent to or by you (or on your behalf), (b) investigating the source of or intended recipient of funds or other assets and their beneficial owners, (c) combining Customer Information with other related information in the possession of the CC Moneybase Group, and (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming a client's identity and status.

Exceptionally, our undertaking of Financial Crime Risk Management Activity may lead to us delaying, blocking, or even refusing the making or clearing of any payment, the processing of your instructions, an application for Services, or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of the CC Moneybase Group shall be liable to you or any third party in respect of any loss howsoever arising, suffered or incurred by you or any third party caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

Without prejudice to the generality of the above, the following rules will generally apply regarding the deposit and withdrawal of funds from your Investment Accounts:

(a) only you (the account owner) may deposit or withdraw funds to or from your Investment Account;
(b) upon withdrawal of funds from your Investment Account, the funds will be sent to the same bank account or other source that you originally used to deposit, or to another verified bank account or other recipient method owned by you; and
(c) you must be the verified owner of any bank account or other source or recipient method used to deposit or withdraw funds from the Investment Account.

We reserve the right to refuse any deposits or withdrawals unless we are fully satisfied of the ownership of the bank account or other source or recipient method.

34. Our intellectual property.

You acknowledge that all the intellectual property in our services and products (for example, the content on the Investment Platform (including the Moneybase App and the Moneybase Website), the trading platform, and the CC and Moneybase logos) are owned by the CC Moneybase Group or its licensors.

You must not use this intellectual property as your own, except to enjoy our services and products and you should not take any action that would violate or otherwise detrimentally affect such intellectual property rights. You also must not reverse-engineer (that is, reproduce them after examining how they work in detail), decompile, copy, modify, or create derivative work based on any of our services and products.

35. Entire agreement.

Save as otherwise expressly provided, these Terms constitute the entire agreement between you and us.

We shall not be liable to you for any loss arising from or in connection with any agreement, representation, statement, or undertaking made prior to the coming into effect of these Terms other than those agreements, representations, statements or undertakings which are expressly incorporated or referred to in these Terms.

36. Mandatory rules will prevail.

We shall provide our Services to you subject to Relevant Laws and these Terms. If any conflict arises between these Terms and Relevant Laws, the latter shall prevail. We are not required to do anything or refrain from doing anything which would infringe any Relevant Laws, and we may do whatever is necessary to comply with Relevant Laws. All transactions in listed Financial Instruments will be undertaken in accordance with the applicable laws and rules, including the rules of the relevant trading venue where applicable. Likewise, all transactions in Crypto-Assets will be undertaken in accordance with applicable laws and regulatory requirements, including MiCA (where applicable) and the rules of any relevant trading platform or service provider. These Terms do not seek to restrict or exclude any obligation that we have under Relevant Laws that we cannot lawfully restrict or exclude.

If any provision of these Terms is conclusively determined by a competent court to be invalid, unlawful, or unenforceable, that provision will be severed, and the remainder of these Terms will otherwise continue to be valid and remain in full force and effect.

37. Waiver.

If, at our sole discretion, we decide to waive a breach or default by you under these Terms, that waiver will not exclude us from enforcing any future breaches or defaults by you, even if identical in nature. The same shall apply with respect to us waiving any of our other rights, powers, or privileges under these Terms.

A waiver by us needs to be explicit and in writing. Mere delay or omission by us to exercise any of our rights, powers, or privileges under these Terms, is not to be interpreted as us waiving such rights, powers, or privileges.

38. Assignment.

These Terms are only enforceable between you and us, and no other person has any right to enforce any provision of these Terms.

You are not allowed to assign, transfer, dispose of, or grant security over any of your rights and obligations under these Terms (including assets that we hold on your behalf) without our prior written consent.

We may assign or transfer any of our rights or obligations under these Terms or delegate all or any of our functions under these Terms to a third party, subject to any relevant safeguards under Relevant Laws. We will inform you in writing (including electronically) of any such intended assignment, transfer, or delegation (other than delegation to other members of CC Moneybase Group).

39. Governing law and jurisdiction.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Maltese law.

Any dispute or claim arising out of or in connection with these Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of Malta.

Section C – Your Money, Financial Instruments, and other Assets

This Section provides you with important information about how we protect and handle your money, Financial Instruments, and other assets held with us as part of the Services.

1. Your money.

A. How do we handle clients' money?

All money which we receive from you or hold on your behalf in your Investment Account is known as "clients' money" under the Control of Assets Rules. We hold clients' money exclusively on your behalf, subject to these Terms and the Control of Assets Rules. Money which is due and payable to us (e.g., for our fees) will stop being treated as clients' money in accordance with Relevant Laws.

Clients' money is segregated from our own money and safeguarded in one or more accounts opened with eligible third parties duly selected by us. Under the Control of Assets Rules, an eligible third party may be a central bank, a credit institution (bank) authorised in the EEA, a bank authorised outside the EEA, or a qualifying money market fund ("MMF"). An account where we hold clients' money is known as a "clients' money account".

By agreeing to and accepting these Terms, you are consenting to your money being held in a safeguarded clients' account, a standard industry practice for holding clients' money. We take all due skill, care, and diligence when selecting, appointing, and periodically reviewing the eligible third parties where we hold your clients' money. However, we are not responsible for any losses that you may suffer because of acts, omissions or insolvency (or similar) of eligible third parties (other than where this is exclusively as a result of our own fraud, wilful default, or negligence).

Where money is held in a safeguarded clients' account with an eligible third party, in extreme circumstances you may share in any shortfall on that account with other creditors of the eligible third party. There is also no assurance that monies held with an eligible third party will be covered by a depositor compensation scheme, insurance, or similar in the event of its bankruptcy or insolvency.

We generally do not charge for balances during negative interest scenarios nor do we pay interest on clients' monies held on account unless otherwise expressly agreed. We do, however, offer products such as money market funds which are free to buy and sell and allow our customers to earn interest by accessing a diversified low risk instrument should they deem this to be suitable for them.

B. Purpose of Accounts.

The purpose of your investment account held with Calamatta Cuschieri Investment Services Ltd is for investment service and this account does not provide payment services. Payment services can be made use of via your Moneybase payment account. Such services include SEPA and SWIFT payments, currency conversions, ATM cash withdrawals and card payments via a free Moneybase Multicurrency Mastercard.

If you have idle clients' money, we believe that it is in your interest to transfer unused money balances to your Payment Account. For this reason, we periodically transfer or sweep our clients' unused money balances (i.e., clients' money that is not linked to an investment transaction or owed to us) from the client's Investment Account into your relevant client's Account with Moneybase Ltd (a "Cash Sweep").

Moneybase Ltd is licensed by the MFSA to transact the business of a Financial Institution in terms of the Financial Institutions Act (Cap 376, Laws of Malta). More information about Moneybase Ltd is available on the Moneybase Website at moneybase.com.

By agreeing to and accepting these Terms, you expressly authorise us to periodically or following your instructions, transfer your clients' money from your Investment Account to your Payment Account with Moneybase Ltd.

Any Payment Services offered through the Moneybase App, Moneybase platform or Moneybase Website are provided exclusively by Moneybase Ltd and this subject to their own terms and conditions.

C. Protection of your Investment Account.

Both your Investment Account with Calamatta Cuschieri Investment Services and your Payment Account with Moneybase Ltd are subject to detailed clients' money protection requirements, including obligations to safeguard and segregate clients' money from their own money. All client money is held in a segregated clients' account and is subject to daily reconciliations and strict internal controls. Your money is never at risk, and will not be affected by any claims made either against Calamatta Cuschieri Investment Services or Moneybase Ltd. There are several regulatory restrictions intended to safeguard your account against the risks to which your money can be exposed.

Since Calamatta Cuschieri Investment Services is not a bank, we do not lend any of the money that you place in your Investment Account. Likewise, we do not lend any of the money that you place in your Payment Account (electronic money) to others. As a result, your money is always protected and Moneybase Ltd is not required to contribute towards the Depositor Compensation Scheme for the protection of your money, as would be the case with traditional banks. Our offering is focused on bringing you the best available technology to make money simple by solving your payments headaches.

Because we never lend your money to others and any loans or overdrafts granted to you are issued out of our own capital, your money's risk exposure is low. All customer funds are safeguarded in line with the applicable safeguarding rules, in duly designated segregated client accounts, in accordance with our legal and regulatory obligations as a licensed Financial Institution. Besides, your card transactions are also protected by the Mastercard or Visa rules.

Calamatta Cuschieri Investment Services Ltd and Moneybase Ltd are also required to only deposit clients' money with carefully chosen eligible third parties in appropriately designated clients' money accounts, whether these are pooled or otherwise.

Under Relevant Laws (including the Control of Assets Rules), clients' monies held by each of CC and Moneybase Ltd are protected from claims by their respective creditors, including in the event of their insolvency. Even in the unlikely event that CC or Moneybase Ltd becomes insolvent, your monies and assets will remain securely held and are kept completely separate from our own company funds. This means they are not available to our creditors and will continue to belong to you.

For eligible clients, the Malta Investor Compensation Scheme (ICS) provides an additional safeguard. The ICS can pay compensation, subject to certain limits (currently the lesser of 90% of the net loss or €20,000), in the event of the failure of an authorised investment firm such as ours. This coverage applies to balances on your Investment Account however Crypto-Assets are not covered by the ICS. More details about the ICS are available at compensationschemes.org.mt. We take several steps to protect your Crypto-Assets at all times including secure custody arrangements.

2. Your Financial Instruments.

The following options are available for the custody of your investments:

(a) we can act as custodian or nominee; or

(b) in certain instances, investments can be held by a third-party custodian appointed directly by you, where agreed with us.

Unless we agree otherwise, we will act as your custodian or nominee in relation to all Financial Instruments acquired using our services and acceptable to us. Some investments may, where possible and agreed with us, also be held by you directly.

Where we agree that you will hold your investments yourself or that you will hold them with a third-party custodian appointed directly by you, we will not be providing a custody or nominee service in relation to such investments.

The custody of Crypto-Assets is subject to separate arrangements as described in Section G – 'Trading Crypto-Assets' below.

A. Our custody or nominee service.

Where we act as your custodian or nominee in relation to Financial Instruments, the Control of Assets Rules will apply and we will hold the Financial Instruments, as legal owner, for and on your behalf as beneficial owner. All assets that we hold on your behalf (other than clients' money) are known as "clients' assets" under the Control of Assets Rules.

The Control of Assets Rules include several protections in relation to clients' assets and requirements on how these must be held. The investments will appear on the respective issuer's register in our name or that of our delegates (referred to as "sub-custodians").

We reserve the right to refuse to accept any particular investment. We only deposit safe custody assets with sub-custodians in jurisdictions that specifically regulate and supervise the safekeeping of safe custody assets, unless otherwise allowed under Relevant Laws. Certain non-EEA countries do not have adequate regulations for the safekeeping of custody assets. Accordingly, to comply with Relevant Laws, we may refuse to accept assets, particularly where these assets are placed or transferred in non-EEA jurisdictions where we believe the rules for safeguarding client assets do not meet the standards we expect to be in our clients' best interests.

B. Investments held with a sub-custodian.

Some investments are held for us by a third-party custodian (which could include a central securities depositary) or a sub-custodian, usually in an omnibus account. Such investments may be registered in the name of the custodian, its sub-custodian, another third party (or its nominee), or in our name (or that of our delegates or nominees).

Investments will only be registered in the name of another third party or in our name where we have taken reasonable steps to determine that it is in your best interests to do so, or it is not feasible to do otherwise because of applicable law or market practice.

By agreeing to and accepting these Terms, you agree to the possibility that your investments may be registered in our name or that of our delegates, custodians, sub-custodians, or a third party as stated.

In certain situations, a third-party custodian or its sub-custodians may hold your investments together with other investments. This is a standard and accepted practice in some markets and allows us to provide you with access to a wider range of opportunities. While this means that in the unlikely event of a custodian or sub-custodian failure there could be less protection, we work only with carefully selected and reputable custodians to help safeguard your assets.

You acknowledge that any overseas securities held or transacted on your behalf may give rise to different settlement, legal, and regulatory requirements from those in Malta (EU) and different practices for the separate identification of investments. You also acknowledge that we will not be responsible for any additional fees that this may give rise to. Where accounts holding your money or investments are not subject to Maltese law your rights may be different from those that would apply under the Control of Assets Rules.

You acknowledge that custodians, sub-custodians, or their or our delegates may take a lien (which is a form of security right) over investments held by them or that they may be entitled to other security rights over investments or money, including rights of set-off, retention, or sale in respect of or affecting your investments or money. Under the Control of Assets Rules, the scope of any such rights and the circumstances in which they may arise are restricted. We are obliged to include in these Terms any liens imposed on your client assets that are not permitted under the Control of Assets Rules but which are nonetheless required under applicable laws. At the date of these Terms, we are not aware of any such arrangements.

We take all due skill, care, and diligence in the selection, appointment, and periodic review of any custodian or sub-custodian appointed by us. If the custodian or any sub-custodian becomes insolvent, the consequences for you will depend upon the applicable law (which may not be Maltese law).

Their insolvency may result in delays in settling or transferring investments or money held. The effect of any applicable law is outside our control and could, for example, mean that your interests are not recognised as separate from those of a third-party. However, we are not responsible for any losses that you may suffer because of acts, omissions, or insolvency (or similar) of custodians, sub-custodians, or their or our delegates holding clients' assets (other than where this is exclusively as a result of our own fraud, wilful default, or negligence).

C. <u>Pooling of investments.</u>

Pooling is a standard industry practice that allows us to manage and safeguard your investments efficiently while working only with reputable and carefully selected custodians. Investments that are registered in our name with a central securities depository or in an omnibus account with a custodian, sub-custodian, or their or our delegates may be held on a pooled basis along with investments belonging to other clients. This means that your entitlement will not be separately identifiable on the relevant issuer's register, by separate certificates, other physical documents of title or equivalent electronic records. By accepting these Terms, you agree that your investments may be held in our name with a central securities depository or combined in a pooled account with a trusted third-party custodian or its sub-custodian. In the unlikely event that there is ever an irreconcilable shortfall in a pool of investments held by a custodian, sub- custodian or their delegates, clients may not receive their full entitlement. In such a situation, any shortfall would be shared fairly among all clients in proportion to their original holdings, or in another manner required by applicable law.

When your investments are pooled with those of other clients, certain events such as corporate actions or special share issues may be handled differently than if your investments were held in your own name. For example, in cases where an allocation favours smaller individual investors, the portion you receive might be less than it would have been if your investments were registered solely in your name. Pooling is a common and efficient practice that helps reduce costs and streamline administration, and we ensure that all such events are managed fairly and in line with market standards.

D. <u>Stock lending.</u>

We do not lend your stock without your express consent. In the case where this service is offered to you, this will be covered by a separate agreement.

E. Transfers.

Transfers by you.

If you request us to transfer any of your investments to or from your account(s) with us, from or to another custodian or investment firm, you may choose for any investment to be carried out by way of a FOP Transfer, provided there are no circumstances outside of our control, or the control of the transferring or receiving investment firm or custodian (as the case may be), which would prevent a FOP Transfer. This may involve us or the transferring or receiving investment firm or custodian arranging a conversion of your relevant investments into an investment class that can be transferred or received by way of a FOP Transfer. In executing the FOP Transfer instruction which may be received from you or on your behalf, we may then convert your investments into any cheaper, or discounted classes of those investments which may be available to us, without further instruction from you.

Our right to transfer out.

We may, at our discretion and at any time, transfer the registered holding of any investments that we hold as nominee on your behalf into your own name, or to another trusted investment firm or custodian to hold on your behalf in our place. By accepting these Terms, you give us your clear consent and authorisation to make such transfers when needed, including sharing any necessary information to complete the process securely and in line with legal requirements.

Our right to sell your assets.

In certain extraordinary situations, we reserve the right to sell or realise any investment or other asset which we are holding (or are entitled to receive) on your behalf without our incurring any liability. These extraordinary situations include where: (i) you owe us money (including for Fees and Charges), or (ii) we determine, at our discretion, that we are unable to hold or continue holding (including through our sub-custodians) such asset.

We will use reasonable efforts to contact you in order that you might make alternative arrangements before we take any such action or, where relevant, specify which investments or assets you would prefer us to sell. However, we may not give advance notice to you if we consider that it is necessary or appropriate to act quickly; in which case we will contact you promptly after we have sold or realised the asset to explain what action we have taken.

Any action that we may take under this clause is in addition to and will not affect any other right of action that we have elsewhere under these Terms or under applicable law.

F. Market Infrastructure.

To hold certain investments and carry out transactions for you, we may need to use established market infrastructure such as clearing systems, settlement systems, dematerialised book entry systems, central securities depositories, or other trusted platforms. (“**Market Infrastructure**”). By accepting these Terms, you agree that we may use this Market Infrastructure to hold your investments and to process related transactions. We will not be liable for any loss or damage arising because of assets being held or transacted using any Market Infrastructure, the use of any Market Infrastructure, or any act, omission or the insolvency of any Market Infrastructure or its operator. While we cannot be responsible for any such loss or damage, please be assured that we only work with recognised and reputable systems that meet high industry standards for security and reliability.

G. Corporate Actions.

"Corporate action" is a general term used to describe situations where an investor is given an opportunity to participate in a decision relating to an investment. It includes rights issues, other offers of shares or securities, voting at meetings such as annual general meetings or extraordinary general meetings, takeovers, and reorganisations. For the avoidance of doubt, this part only refers to 'voluntary' corporate actions; any mandatory corporate events affecting your investments will be reflected on your account without the need for notice or instructions.

If we receive notice of a corporate action from an issuer or an overseas sub-custodian in time for us to process it, then we will do so. You should be aware that we may not receive notification of rights attaching to overseas investments or there may be a delay in notification to us. In such circumstances we may not be able to take appropriate action in time.

We are under no obligation to act in relation to any corporate action relating to your investments, except in accordance with instructions from you and if they are received by us in the form and by the date that we specify.

Where we are providing Discretionary Management services, we will not ask for your instructions in relation to relevant investments, and we will instead decide on your behalf in relation to any relevant corporate action of which we are aware.

If we ask for your instructions in relation to a corporate action and do not receive instructions by the date we specify, we will take no action or will take only such action as is necessary for you to receive the default option, where one is available.

You should be aware that, for administrative purposes and to ensure that we meet the deadlines imposed by issuers, settlement systems, or stock exchanges, it is often necessary to impose an earlier deadline on corporate actions than those set out in company documents. We will make reasonable efforts to notify you of any such earlier deadline and obtain your instructions, however, this may not be possible within the relevant timescales. In those circumstances, the issuer's default option (or, exceptionally, an alternative default option selected by us, where applicable) will apply. If you are in any doubt about the timetable for any corporate actions, you should contact us.

Where we hold your investments as nominee, we will contact you to obtain your instructions on a takeover or company reorganisation requiring your instructions. Unless the investment concerned can be registered as a fraction of a share or a unit, then any investment you receive as a result of a takeover, conversion, or other offer will be rounded down to the nearest whole unit. Please see 'Fractional Entitlements' below for details on how we deal with fractional entitlements.

If possible, we will seek your instructions as to whether to take up rights or to accept an offer and, provided that sufficient cleared funds are available and you are not prohibited by law or the terms of the issue from acquiring new shares, we will give effect to those instructions. If we do not receive timely instructions from you in relation to rights issues we will, if possible, seek to sell the rights on your behalf before their expiry. Any proceeds, net of applicable fees and commissions, will be credited to your Payment Account.

If we receive notice of a corporate action from an overseas sub-custodian in time for us to process it and give you an opportunity to instruct us, then we will do so. You should be aware that we may not receive notification of rights attaching to overseas investments or there may be a delay in notification to us. In such circumstances we may not be able to inform you or take appropriate action on your behalf in time.

Where a corporate action is a merger between two entities, you will typically be entitled to elect between receiving a cash payment, receiving the resulting securities of the merged entity, or a proportional combination of both, depending on the options made available for that merger. If we do not receive your instructions by the deadline we specify, the default option made available for that merger will apply.

A tender offer is an offer made to shareholders to sell their investments at a price set by the party making the offer.

A stock split is an increase in the number of shares issued by a company, proportional to a reduction in the par value of the existing shares; you will receive additional shares, reflecting the reduced price, on the effective date of the action. A reverse stock split is a decrease in the number of issued shares, proportional to an increase in the par value of the existing shares; your holding will be reduced, reflecting the increased price, on the effective date. A spin-off means you will receive additional shares in a new company in proportion to your existing holding, on the effective date.

Where a voluntary corporate action offers an alternative to a cash settlement in the form of a security that is not supported on our Investment Platform, you will not have the option to elect to receive that security, and the cash settlement alternative will apply.

A corporate action may involve a payment being made or received in a currency other than your local or base currency. We will automatically process payments in the currency in which your investment is denominated, unless otherwise agreed with or instructed by you. Please see 'Base currency of your Investment Account' in Section B – General for further details.

You should write to us if you would like to receive notice of any meetings at which voting rights will be exercisable. If a fee is payable for this service, this will be shown in our Schedule of Fees and Charges.

We are not obliged to attend, speak, or vote at any meeting in respect of any of the investments. However, if you ask us to issue a proxy form and we agree to do so, a fee may be payable. Where shares are held in an overseas custodian it may be difficult in some circumstances to submit a proxy vote for the underlying company.

We will not be responsible for any losses or expenses you incur due to action we take or refrain from taking with respect to any corporate action other than as a result of our own fraud, wilful act, or gross negligence.

We may charge commissions, fees and any other reasonable expenses that we incur in relation to corporate actions. Details of such fees and costs are included in our Schedule of Fees and Costs. Taxes and fees may also be due on corporate actions such as stock dividends or in the event of a merger. When such taxes and fees are charged, we will debit your Payment Account accordingly.

H. <u>Dividends, income, and bonus or scrip issues.</u>

Any funds relating to cash dividends, coupons, and other income or distributions paid to and received by us and relating to your investments held by us or our sub-custodian, will be credited to your Payment Account. If you provide instructions for such income received to be paid to your bank account, such instructions will be processed by Moneybase Ltd once the relevant funds are credited to your Payment Account.

Where any of your investments held by us or our sub-custodian are subject to a bonus or scrip issue, the following will occur:

(a) all bonus issues will automatically be credited to your Investment Account; and
(b) in the case of a scrip dividend (that is a dividend paid in either cash or shares) in relation to overseas investments our default option is to elect to take any cash alternative and we will not be responsible for informing you that any scrip alternative exists. In relation to local investments, we will, where possible, seek your instructions.

I. <u>Company Documents and shareholder perks.</u>

Where your investments are held by us as custodian or nominee you accept that, unless required by Relevant Laws, you will not be entitled to receive reports and accounts and other material issued by the entity in which you invest.

Further, certain entities offer non-monetary privileges or perks to their investors (e.g., discounts, gifts, etc.). When you hold your investments through our custody or nominee services, we reserve the right to not pass on any company privileges or shareholder perks which you may have otherwise received if you were the registered owner of the investment.

J. <u>Fractional Entitlements.</u>

When we act as your custodian or nominee, we typically receive a single allocation of shares or other instruments for all clients involved in Corporate Actions resulting in a new issuance or allocation (e.g. bonus issues). We may at times also receive small amounts of cash from the issuer or its agents in respect of fractional entitlements.

We will allocate the shares or other instruments received by us as follows:

(a) *where the shares or units can only be transferred or registered in a whole number of shares or units –*

We will allocate to your account such number of shares or other instruments rounded down to the nearest whole number that we calculate are due to you, using the relevant issuer's basis of allocation. Any shares or other instruments remaining after we have made these calculations and allocations will be aggregated and, where possible, sold at the then prevailing market rate. The resulting net sale proceeds together with any cash received in respect of fractional entitlements will then be distributed proportionately amongst the relevant clients.

Any shares or other instruments that cannot be sold or any remaining cash balance will become our property.

(b) *where the shares or other instruments can be transferred or registered in fractions, or you have a dedicated account with us (i.e. where pooling is excluded)* -

The shares or other instruments and any cash payment in respect of fractional entitlements distributed by the relevant issuer and received by us will be posted to your account.

K. <u>Class actions.</u>

If we are notified of a proposed class action or similar concerning investments that we are holding or have held on your behalf, we will be under no obligation to notify you or to otherwise act upon that notification. If you become aware of any such class action relating to your investments and you ask us to assist you, we will provide you with such certification or documentation as you may request concerning the investments held for you. We expect you to pay our reasonable costs for doing so.

L. Disclosures to issuers and related requirements.

Under Relevant Laws (including SRD II or Rule 14b-1(c) of the US Securities Exchange Act of 1934) we may be required to, unless you object, disclose to an issuer of securities, upon its request, the names, addresses, and securities positions of our customers who are beneficial owners of the issuer's securities held by us as nominee. The issuer would be allowed to use your name and other related information for corporation communications or to comply with its own legal obligations.

An investment or intended investment by you in issuers that reach, exceed, or fall below certain materiality thresholds (e.g. within the EEA this is generally 0.5%), including in the aggregate through other intermediaries and whether of voting rights or shares, may trigger notification or reporting requirements, regulatory approvals, or other disclosures or requirements under applicable laws. You are responsible for monitoring the level of your holdings and making the relevant disclosures when your holdings in any entity reaches, exceeds, falls below such threshold levels in accordance with the current legislation. This applies to all your investments whether held through our nominee company or otherwise. If we notify you that we believe you should make a disclosure in respect of your investments held by us as nominee this does not mean that we accept any responsibility to you to monitor or report your holdings. It is your responsibility to be aware of and comply with all applicable requirements; you should always seek professional advice if in doubt.

3. **Other Assets.**

The Control of Assets Rules also extend equivalent protections to other assets (besides monies and Financial Instruments that are acceptable to us) that we may hold on your behalf. Crypto-Assets will be held on your behalf where you place an order to purchase such assets through us, in which case custody will be arranged in accordance with the provisions set out in 'Section G – Trading Crypto-Assets' below.

4. **Fees and Charges.**

You agree to pay our Fees and Charges for the relevant services, unless otherwise agreed in writing with you. Please refer to 'Fees, charges, and expenses.' under Section B – General for further information.

5. **Reporting by us.**

Where you hold money, Financial Instruments, Crypto-Assets, and other assets with us as part of the Services, we are required to provide you with periodic reports or statements. Please refer to 'Reporting by us.' under Section B – General and to 'Section G – Trading Crypto-Assets' below for further information.

Section D – Execution Services

This Section provides general information and terms that apply where you ask us to provide you with Non-Advised Execution services in relation to Financial Instruments (i.e., the services of execution of orders or reception and transmission of orders without Investment Advice), including placing orders through our Investment Platform.

1. **The Non-Advised Execution Service Category.**

We provide our Non-Advised Execution services in a range of Financial Instruments including shares, bonds, and Collective Investment Schemes.

This Service Category is generally aimed at clients who prefer to make their own investment decisions and do not require advice from us. This means that we will not advise you about the merits of a particular investment or transaction and we will not be required to ensure that the transaction or investment is suitable for you. You will accordingly not benefit from the related protections under Relevant Laws in relation to the assessment of suitability.

This Service Category also encompasses Execution Only services, which are Non-Advised Execution services that are either: (i) in relation to Non-Complex Financial Instruments, or (ii) provided to Eligible Counterparties. Where we provide you with Execution Only services, we will not advise you about the merits of a particular investment or transaction and we will also not be required to ensure that the transaction or investment is appropriate for you, that is whether you have the necessary knowledge and experience to understand its features and risks. You will accordingly not benefit from the related protections under Relevant Laws in relation to the assessment of both suitability as well as appropriateness. See 'Complex products' below for more information on the assessment of appropriateness.

If you are unsure whether this Service Category meets your needs or if you feel that you require Investment Advice, please refrain from placing orders (including through the Investment Platform) and contact us first.

The Investment Platform is primarily an Execution Only channel. Where you place a buy or sell order through the Investment Platform, we will assume that you do not require advice on that transaction. We will not advise you about the merits of the transaction at the time of execution or on an ongoing basis. We will not be required to ensure that the transaction is suitable or appropriate for you.

You should not place an order through the Investment Platform if you require investment advice. We may at our discretion and subject to you providing all necessary information, provide Non-Advised Execution services (i.e., execution services in relation to complex products – see 'Complex products' below) or introduce other services through the Investment Platform in future.

<u>Non-Advised Execution services dealing by clients under a different Service Category.</u>

If you give us specific instructions, we will follow them. If you are not a Non-Advised Execution client but still ask us to carry out a Non-Advised Execution transaction, we will inform you when we accept your instruction that the transaction will be "non-advised execution" (or "execution only" where applicable) and send you a contract note to confirm this.

We will not advise you about the merits of the transaction at the time of execution or on an ongoing basis. We will not be required to ensure that the transaction is suitable (or, if it is Execution Only, appropriate) for you, and an appropriate account will be opened for you for this and future Non-Advised Execution transactions submitted by you.

<u>Complex products.</u>

We refer to investments other than Non-Complex Financial Instruments as "complex" products or instruments.

If you wish to invest in these products or instruments, then we are required to assess whether an investment in such products or instruments is appropriate for you before we carry out any transaction.

We will tell you if a product or instrument is categorised as “complex” and we will ask you to respond to an appropriateness test questionnaire so that we will have relevant information to make the assessment. This is because, under Relevant Laws, we must determine whether you have the necessary knowledge and experience to understand the risks involved in dealing in complex products or instruments. This is not the same as assessing the suitability of a particular transaction because the appropriateness assessment is limited to your understanding of the features and risks of the product or instrument and does not consider your investment objectives, financial resources, or personal circumstances.

If you do not complete the appropriateness test questionnaire or if we determine that investment in that type of complex product or instrument is not appropriate for you, we will provide you with a warning to that effect. In these situations, or if you wish to enter into such a transaction despite our warning, we reserve the right to decline to provide you with services in relation to such product or instrument.

Where we are satisfied that a particular type of complex product or instrument is appropriate for you, we will execute the transaction on your behalf. Any decision to enter into a particular transaction remains your responsibility.

Where you have been classified as an Eligible Counterparty, we will not be required to perform an appropriateness assessment.

Where you have been classified as a Professional Client, we are entitled to and shall assume that you have the necessary knowledge and experience to understand the risks involved in dealing in the investments for which you have been classified as a Professional Client.

We may need to collect extra information and perform additional checks for certain products, instruments, transactions, or services due to legal, regulatory, or tax requirements. If this applies, we will inform you and guide you on the necessary steps before you can invest in, undertake, or use that product, instrument, transaction, or service.

2. Submitting Orders.

You can place or submit instructions to us to buy or sell instruments on your behalf through our Investment Platform or other communication methods acceptable to us. When you do this, we call it an "order". We only execute orders following your request.

Using our Investment Platform makes it easier for us to identify you, so your orders are processed faster. If you place an order in another way, such as by telephone, we will need to manually verify it, which may take longer. Also, placing orders by telephone may result in higher fees.

Please see ‘Communications between us’ under Section B – General for further information on the communication methods that can be used.

When you place an order through the Investment Platform or any other way, it is only valid once we execute it and confirm its execution to you with a contract note or statement. Simply placing or submitting an order does not create a binding contract with us or any third parties.

You can place market orders using the Investment Platform during relevant market or stock exchange hours. If you place orders using other communication means, we will handle them on the same day that we receive the order if we receive your order before the cut-off times listed below (see 'Trading Hours and order cut-off times.' below).

All trades must follow the rules of the relevant market or stock exchange. If you submit orders through our Investment Platform, it will provide information on the available options.

If you submit a regular order outside market hours, we will process it when the market reopens. If an order is partially executed when the market closes, we will seek to complete it when the market reopens.

We do provide the option of trading during extended market hours for US Markets, for this service you must opt-in when placing an order.

All orders are deemed 'market orders' by default. Unless we otherwise accept or require, all orders placed by you will be treated by us as 'market orders' (an order to buy or sell an investment at the best available price). We may, however, from time to time accept other order types as set out below, on the Investment Platform, or otherwise agreed between us.

We can advise you on different transaction and order types. However, you alone decide if, when, and how to execute them. Each type has its own features, so you should understand the benefits and drawbacks before making a choice.

You cannot submit orders without a commercial purpose, those intended to influence prices or trading, or those meant to delay or block others from accessing the Investment Platform or other relevant trading system.

You also cannot place identical or similar orders if one is already unexecuted in the Investment Platform or other relevant trading system.

<u>Limit orders.</u>

At our sole discretion, we will accept limit orders on a "best efforts" basis. This means that we will use all reasonable care and skill to execute the transaction within the limits imposed, but this is subject to market conditions and other constraints described below. Limit orders arise where you instruct us to deal in a Financial Instrument within certain price parameters. We will only purchase investments if the market price matches or is less than the limit price you have given us. We will only sell investments if the market price matches or exceeds the limit price you have given us. Even if the market price reaches the relevant level, we still cannot guarantee that we will be able to deal, particularly in a fast moving or volatile market.

Limit orders will not be accepted outside normal market hours. We will only seek to execute a limit order during normal market hours on the Business Day on which it is accepted and, if achieved in that time, the deal(s) will be executed without further reference to you.

If dealing in an overseas market, during normal market hours on the day on which the order was left in that overseas market and if achieved in that time the deal(s) will be executed without further reference to you. Limit orders which relate to investments denominated in a currency different to your base currency may also be subject to movements in currency rates. Any limit orders that are not achieved within the above timeframes will lapse without further reference to you. In exercising a limit order in an investment denominated in a currency different to your base currency, we do not take into account any movement in currency rates.

Under our Order Execution Policy you agree that we need not publicise your limit order (including a limit order that is not immediately executed) unless we think it is in your best interests to do so.

Stop loss orders.

If we do agree to accept a stop loss order, then we will only accept this obligation on a reasonable endeavours basis and will not be liable for any losses you may incur if we are unable to effect the relevant transaction.

Order validity.

In addition to choosing an order type, you may in certain cases specify how long you would like your order to remain valid for. We may accept, among others, a 'Good-Til-Cancelled' (GTC) instruction, which keeps your order active until it is executed or you cancel it, or a 'Good-Til-Date' (GTD) instruction, which keeps your order active until it is executed or until the date you specify, whichever occurs first. Not all markets or stock exchanges support GTC or GTD instructions.

Short positions.

A short position will arise if you contract to sell investments which you do not own, or do not have authority to sell or cannot deliver to the market by the agreed settlement date. We will not agree to sell any investments on your behalf if we reasonably believe that a sale may result in you incurring a short position. You agree you will not instruct us to deal when the transaction would mean that you incur a short position. If you do give such an instruction, you will be in breach of your obligation under this clause and we may, without prior reference to you, buy the relevant investments to cover our obligation to deliver the investments. You agree we may recover from you any reasonable expenses incurred by us in doing so.

Trading Hours and order cut-off times.

You can submit orders relating to shares through the Investment Platform on any Business Day during market trading hours. These will be handled immediately and separately. If you send us the order using other communication means, we will handle on the same day that we receive it if we received it on a Business Day before 19:30 hours (CET).

We handle orders relating to bonds during our trading hours (08:30 to 19:30 hours (CET) on Business Days). Our traders place these orders with trusted trading partners, and we always aim to get the best price. Unlike shares, bonds generally do not have a continuous two-way market of buyers and sellers. Instead, dealers or market makers provide liquidity by dealing over the counter (OTC).

Orders in Collective Investment Schemes are sent to the relevant transfer agent for placement. These funds use forward pricing, meaning they only recalculate the net asset value (NAV) after the market closes each day. So, mutual fund orders cannot be quoted at previous NAV prices. They must be given based on the next calculated NAV.

Extended Hours Trading.

Where we offer Extended Hours Trading, that is the ability to place orders in relation to securities listed on certain exchanges outside normal trading hours, such trading may not be available to all clients and the service may from time to time be subject to restrictions such the order type and minimum or maximum trade sizes.

The Pre-Market Session runs from 4:00am ET to 9:30am ET, and the Post-Market Session runs from 4:00pm ET to 6:00pm ET. Orders designated for Extended Hours Trading are valid for the current trading day only. Unless fully executed, an order will automatically roll over into the next session on the same trading day and will be cancelled if it remains unexecuted, in full or in part, by 6:00pm ET.

We only accept limit orders in whole shares for Extended Hours Trading. The maximum individual trade size we accept is 10,000 shares for US orders, though this may be further limited. Not all securities are available for trading during Extended Hours Trading Sessions, and Extended Hours Trading may not be supported for all account types.

Extended Hours Trading may not be suitable for all investors and carries additional risks compared to trading during normal market hours. These include lower liquidity, higher volatility and wider spreads, the risk that prices may not reflect those at the close of normal trading hours or at the next market opening, and the risk that quotes and last-sale prices are not consolidated across all electronic markets participating in Extended Hours Trading. News and financial announcements made during Extended Hours Trading Sessions may have a disproportionate effect on the price of a security given these conditions.

<u>Clarity of Instructions.</u>

Your orders must clearly show the subject and details of the transaction. If your instructions are unclear, it may cause delays because we might need to ask questions. We are not responsible for acting or failing to act on unclear or ambiguous instructions. We may choose not to process instructions if they are not clear, are not properly given, or if we think they are inappropriate. We will not be liable for any losses that you may suffer because of this. If you send duplicate instructions, like requesting the same transaction from different people or through different communication means, you will be responsible for any costs involved.

You acknowledge that when, among other things, we provide execution services, we must keep records of phone and electronic communications that result in or may result in transactions, as required by Relevant Laws. Please refer to ‘Communications between us’ under Section B – General for more information.

3. **Executing your orders.**

When we execute your orders or instructions, we usually act as your agent. This means we work on your behalf to make a third party your buyer or seller when completing a transaction for you.

If, however, you place a market order, we might act as your buyer or seller instead of a third party. We call this dealing as principal. We do this to get you a better price or if, based on various factors, a better market price is not available at the time. Your contract note will show whether the trade was with a third party (including on the relevant stock exchange) or with us as principal.

We may on occasion combine (referred to as ‘aggregating’) your transactions with transactions for our own account or for the account of other clients or both. We will generally aggregate orders where we believe that this is in the overall best interests of the clients concerned. However, aggregation may on occasion work to a client’s disadvantage. Please refer to Best Execution and Order Allocation under Section B – General for further information.

We execute orders as long as there are available counterparties on the relevant market or stock exchange. Large or illiquid orders will be executed on a manual basis utilising the skills of our dealing team. In such cases, our dealers will source the best available terms by comparing the prices offered by a variety of market participants (including other regulated firms or trading venues) with reference to market data. This may require us to execute orders over the course of a day, or several days, with the order execution at the end of each day being expressed as an average of all the individual executions that day (i.e., the "average price").

When we give you an indicative price, we cannot guarantee that this will be the price at which your order is executed, as market prices move continuously. If you place an order relating to Collective Investment Schemes and some other products, we will not be able to provide a price for the investments at the time of your instruction due to the way in which these products are priced by their managers.

Where execution of your instructions is not in our reasonable view practicable, we can refuse to do so. If we refuse to execute an instruction to deal, we will try to contact you promptly. Where appropriate, we will tell you why we are unable to accept your instruction and, if relevant, what can be done to put things right. However, we reserve the right at our absolute discretion to refuse to deal in any particular security whether listed or unlisted in Malta or on any overseas market without providing a reason for refusal. Please refer to 'Clarity of Instructions' above for further information.

If we accept your instructions or orders, we will use reasonable endeavours to carry them out. However, we cannot guarantee that we can give effect to them or that they will be carried out immediately as this will depend on market conditions which are subject to sudden and unpredictable changes. We will inform you if we have any material difficulty in carrying out your orders promptly.

<u>Compliance with laws, regulations and market rules.</u>

We will not do anything which would, in our reasonable opinion, infringe any applicable laws, regulations, or rules of market conduct, and we may do whatever we consider necessary to comply with them. Stock market transactions are undertaken in accordance with the applicable rules of the relevant exchange or trading venue. We are subject to laws designed to prevent financial crime. We reserve the right to decline to accept any particular instruction or order or cancel any automatic routing of order arrangements, and we may not give reasons for doing so where necessary or reasonably appropriate, for example, if it would be unlawful to do so.

<u>Market abuse.</u>

You are responsible for ensuring that you only give us instructions to effect transactions when it is lawful for you to do so. You agree that, when you instruct us to execute a transaction for you, you will not be engaging in market abuse or insider dealing. Market abuse includes distorting or misleading the market or misusing information to take improper advantage of the market.

Market abuse, including insider dealing, is a criminal offence for which you can be prosecuted, fined and/or imprisoned. If you are in any doubt as to your position, you should seek independent legal advice.

Disclosure of interests in shares.

You are responsible for monitoring the level of your shareholdings and making the relevant disclosures when your shareholding in any company reaches, exceeds, or falls below certain threshold levels in accordance with the current legislation. This applies to all your investments whether held through us as custodian or nominee or otherwise.

Trades cancelled by the relevant Stock Exchange.

You should note that, to ensure market integrity or in exceptional circumstances, the relevant stock exchange or market might cancel a trade if necessary. Such exceptional circumstances include clear errors or mistakes made by the stock exchange, our partners, or the client, as well as serious breaches of laws or exchange rules, or any trading system issues beyond our control.

Exceptional market conditions.

In rare situations, we might not be able to complete your order or may reject it due to exceptional market conditions. This can happen if there is a big difference between buying and selling prices, if prices for the financial product are not available, or if there are sudden, unexpected changes in the global market.

4. Contract Notes and statements.

We will provide you with a contract note which will confirm the details of your transaction and act as an invoice for that transaction. The contract note will be sent to you no later than the first Business Day after the transaction or, if relevant, after we receive confirmation of the transaction from a third party. We will agree with you as part of the account opening process how your statements, contract notes, and any other valuations will be delivered.

When we deal for you in Collective Investment Schemes there may be a delay in the receipt by us of contract notes from the relevant fund manager. Contract notes will be sent to you once we have received confirmation of the dealing price from the fund manager.

You should check the contract note as soon as you receive it. If you have any questions or think it is incorrect you should contact us as soon as possible. A delay in checking and contacting us can make it more difficult for us to resolve queries.

In the unlikely event that we execute a transaction for you and make a mistake in reporting the amount required to complete the purchase or the amount that you will receive on a sale then we will contact you to make arrangements so that: (a) you pay the correct price for the purchase; and (b) you receive no more than you are entitled to in respect of the sale.

You agree to reimburse us for any amounts paid to you which were not due to you.

The mistake in reporting the amounts involved does not affect your liability in respect of the transaction we execute on your instructions, and if we are unable to make satisfactory arrangements with you for additional payment or reimbursement we may need to exercise the rights referred to in 'Our right of set-off and other rights' under Section B – General.

Please refer to 'Reporting by us' under Section B – General for further information about our periodic reporting.

5. Trading and Settlement Obligations.

Trade Date and Settlement Date.

The day that we enter into a transaction is known as the “trade date”. Each transaction will have an agreed “settlement date”, which is the date on which the deal is settled. For most markets, there are standard settlement periods. For instance, the Malta Stock Exchange typically settles transactions 2 (two) Business Days after the trade date, but this period may vary for other markets.

On the agreed settlement date, a purchaser has an obligation to provide cleared funds to the counterparty in exchange for receipt of the investment they have agreed to purchase. We have this obligation to the market even if we have not received cleared funds from you in time. Our rights in the event of any delay in receiving cleared funds from you are set out in below and in ‘Our right of set-off and other rights’ under Section B – General.

Your contract note will confirm the relevant settlement date for the transaction and the amount that you must pay to us or the quantity of Financial Instruments you must deliver to us.

You must ensure that, where we buy Financial Instruments for you, we hold or have access (including in your Payment Account) to sufficient cleared funds on or before the due date for settlement to settle the transaction. When you buy Financial Instruments, you will only get full ownership if you pay us in full by the settlement date. We will retain title over the Financial Instruments until you pay us in full. We reserve the right to refuse to execute orders where you do not have cleared funds available.

Where you are selling Financial Instruments which are not held by us as custodian or nominee you must ensure that you have delivered to us all share certificates (if not already held by us), a signed transfer form and any other documents that we may request.

In case of a sale transaction, you will need to ensure you have the Financial Instruments available on the settlement date. Where, for whatever reason, you do not have Financial Instruments available for the sale transaction, we reserve the right to unwind or cancel the transaction. In circumstances where there are insufficient funds in your account to meet your current obligations, we may choose to cover the shortfall until sufficient funds are available, at which point, we will recover the amount due to us. Any funds provided to you in these circumstances will be subject to default interest as described in ‘Fees, charges, and expenses’ under Section B – General.

All sums due to us including commissions, fees, dividends, market claims, charges, expenses and related taxes as applicable will be debited from your Investment Account or Payment Account unless otherwise agreed by us in writing.

We will deal and settle all transactions with you in Euro unless agreed otherwise. If you request, we may, at our sole discretion, open and maintain accounts based in other currencies. Transactions denominated in those currencies will be settled from the relevant foreign currency account.

If a sale transaction for you is settled in a currency which is not Euro we will automatically convert the total amount received for you into Euro unless we have agreed otherwise with you. If a purchase transaction for you is to be settled in a currency which is not Euro then you must either make the funds available in the relevant currency, or, if we hold money for you in our Investment Account then we will carry out a currency exchange transaction on the trade date unless we agree otherwise. Exchange rates fluctuate and may change between the time that we give you an indicative rate and the time that we effect the foreign exchange transaction. The difference in the exchange rates will be borne by you.

Your Payment Obligations.

You agree to pay us all amounts due (including any fees, charges, and other expenses) for all transactions made on your behalf by the relevant due date agreed with us. By agreeing to and accepting these Terms, you authorise us to act as your agent to sell any investment delivered to you for which you have not paid. Any money or investments that we hold for you, or in any Joint Account where you are named, can be used to cover any of your obligations, regardless of any other instructions that you provide. However, you are still responsible for paying all amounts due by the relevant settlement date. Any unpaid sums remaining in relation to settlement of transactions will still be your responsibility.

The above rights or powers are without prejudice to any of our other rights or powers under the General Rules or applicable law.

Amounts credited to your account will be net of any transfer fees and related bank charges.

Payment Requirements.

You need to make sure that you have enough cleared funds available in your account by the settlement date to cover the cost of any investments that we purchase for you, including any fees and charges.

If you are selling investments that we do not hold for you in a nominee or fiduciary capacity, you must provide us with all the necessary share certificates, a completed and signed transfer form, and any other documents that we may request.

Unsettled Trades.

If a trade is not settled by the due date for settlement, you may incur extra charges, which we will apply to your account.

6. Settlement – how we settle with you.

We will debit or credit cash or Financial Instruments from or to your Payment Account or Investment Account, respectively, on a “contractual settlement” basis (i.e. on the intended settlement date which may be before they have actually settled in the market).

Assets credited to your Investment Account on a “contractual settlement” basis may not be available to sell and if a sale transaction has been entered before they have settled, we may, at our discretion, take steps to reverse the entries in your account and recover cash or Financial Instruments if actual settlement is delayed or does not, after a reasonable period of time, take place.

Contractual settlement does not apply to assets you hold directly with a third-party custodian.

7. Fractional Shares Trading

Fractional shares give you the freedom to invest the way you want, even in companies with high share prices. Instead of saving up to buy a whole share, you can invest the exact amount that suits your budget, making it easier to diversify across more companies and sectors. They also allow you to build your holdings gradually, adding to your investments over time in a way that fits your investment plan. This flexibility means you can reinvest every cent of your income, keeping all your money working for you. With fractional shares, you can grow a portfolio that matches your goals, your preferences, and your pace.

However it is also important to note that in general, shares or other instruments are traded in whole numbers. Likewise, the rights pertaining to shares or other instruments (such as dividend rights or voting rights) generally only attach to persons holding a whole share.

We may, however, occasionally permit you to trade in Fractional Shares of certain shares or other instruments under such terms as we may impose from time to time. The shares or other instruments in relation to which we permit trading in Fractional Shares is subject to change without notice in our sole discretion. If a share or other instrument is no longer eligible for Fractional Share trading, then your existing Fractional Shares may be subject to liquidation only, meaning that you cannot accumulate more Fractional Shares in the particular security, but you will be able to divest your Fractional Share interests in that security.

Your rights in relation to Fractional Shares differ from the rights pertaining to whole shares or other instruments, including:

(a) Transferring Fractional Shares - Due to the small value of fractional shares, it does not make economical sense and you will not be able to transfer Fractional Shares to another broker, and you can only sell them through our services. If you wish to transfer your holdings in Fractional Shares to another broker, you will need to sell your Fractional Shares and transfer the cash proceeds to such other broker.

(b) Dividend Rights - If your Fractional Share pays a dividend, the dividend payable to your Fractional Share position must be greater than or equal to 1 cent (whether Euro cent, dollar cents, etc) to be credited to your account.

(c) Voting Rights - Fractional Shares generally do not have the right to vote if you hold less than one share. Where we do accept votes from holders of Fractional Shares, your fractional position vote will be added to the aggregate vote total for all shares of such security reported on our behalf to the issuer as per industry standard.

8. Clients' Money and Assets.

Please refer to Section C - Your Money, Financial Instruments, and other Assets for information about how we protect and handle your money, Financial Instruments, and other assets held with us, if any, as part of the Non-Advised Execution services.

9. Fees and Charges.

You agree to pay our Fees and Charges for the relevant services, unless otherwise agreed in writing with you. Please refer to 'Fees, charges, and expenses.' under Section B – General for further information.

Section E – Advisory Services

This Section provides general information and terms that apply where we provide you with Advisory Services (i.e., Investment Advice followed by, if you wish to proceed with the recommended transaction, execution services). We only provide Investment Advice on a non-independent basis.

1. **The Advisory Service Category.**

The Advisory Service Category is designed for clients who prefer to make their own investment decisions but require investment advice from us.

We offer two Service Categories for Advisory Services:

(a) *Advisory Dealing (the Default Choice)*

The Advisory Dealing Service Category is aimed at clients who wish to receive one-off Investment Advice only upon request in relation to a particular transaction or for a specific instruction.

We will only provide advice to you when you request it, and our advice will be limited in scope by reference to your specific request or instruction. This means that we will not advise you on your investment strategy or composition of your existing or future portfolio; our advice is limited to the investment or product included in your specific request or instruction. We will also not advise you as to the ongoing suitability of the investment or product.

Unless we expressly agree otherwise in writing, this is the default Advisory Service that you will receive when you as us for Investment Advice.

We have a separate Service Category, Advisory Managed, designed for clients that require a more comprehensive advisory service, such as advice on an ongoing basis.

(b) *Advisory Managed*

This Service Category is aimed at clients who prefer to make their own investment decisions but require advice regarding both their investment strategy and composition of their portfolio as well as advice on individual investments or products. We will also periodically review the composition of your portfolio and recommend any changes.

We have a separate Service Category, Discretionary Managed, for clients that wish to appoint us to take investment decisions on their behalf.

Advice on a Non-Independent and Restricted Basis.

Unless we agree otherwise in writing, our Investment Advice provided under the Advisory Service Category is provided:

(a) On a non-independent basis – our recommendations may include investments or products issued by us, entities that we have close links with, or other entities with whom we have close legal or economic relationships, such as contractual relationships; and

(b) On a restricted basis – when we recommend a particular investment or product, we would not have reviewed all investments or products available in the market. We do not restrict our recommendations of investments or products by product provider.

For further details about the range of investments or products that may be recommended, including our relationship with their issuers or providers, please reach out to your financial advisor.

Limitations of this service.

This is an advisory service and accordingly it involves an exercise of judgement based on several assumptions, including that the information provided by you is accurate, up-to-date, and complete. This service involves issuing one or more recommendations to you whether periodically (for the Advisory Managed service only) or in response to your request for advice. You are free to follow our advice or not, and you may choose to implement our advice through our execution services (in which case the below terms would apply) or through another investment firm as chosen by you.

We cannot guarantee a successful outcome. However, if you choose to follow our advice, it is important to follow our recommendations exactly and without delay. If you do not follow our advice, or if you change it, we may treat your order as a request by an insistent client for a Non-Advised Execution service. Please see 'Dealing on a different basis to your Service Category.' below for further information.

Suitability may change over time.

We are required under Relevant Laws to provide you with Investment Advice that is suitable for you. Our Investment Advice is based on your Investment Advisor's views and his assessment of: (i) your personal circumstances as disclosed by you, (ii) the products available at the time the advice is provided (subject to the above limitations), and (ii) various other factors. These factors can all change over time. If you have delayed implementing our advice and are unsure if it is still suitable for you, please contact your Investment Advisor.

See 'Suitability Assessment' below for more details about the Suitability Assessment.

2. Suitability Assessment.

Investment Advice depends on a client's personal circumstances. Before we can provide you with the Advisory Dealing service, we will need to understand your investment objectives, risk tolerance, sustainability preferences (if any), personal financial situation, including ability to bear losses, and other personal circumstances, such as relevant knowledge and experience (we call this the "**Suitability Assessment**").

This is a regulatory requirement to ensure that we only recommend Financial Instruments that are suitable to you and provide the service in your best interests. That is why it is so important that you provide us with accurate, up-to-date, and complete information.

The Suitability Assessment will ensure that our Investment Advice:

1. meets your investment objectives and is in line with your risk tolerance and sustainability preferences (if any);
2. is such that you are able to financially bear any associated investment risk that is in line with your investment objectives; and
3. is such that you have the necessary knowledge and experience to understand the features and risks involved with the relevant Financial Instruments and with the Advisory Dealing service in general.

If you are a Professional Client, we will assume that you have this necessary knowledge and experience. Likewise, if you are a Regulated Person we will assume, unless we agree otherwise in writing, that you are able to financially bear any related investment risks consistent with your investment objectives.

If you do not give us enough information for the Suitability Assessment, we cannot provide you with this service.

Your information must be accurate and complete.

To help us give you the best advice, please make sure the information you provide is accurate and complete. We depend on this information to guide you properly and we are entitled to assume it is complete and accurate. If you give us inaccurate or incomplete information, or if you do not update us with changes, it might affect the quality of our advice.

We are not responsible for any losses if we give you advice based on inaccurate or incomplete information.

You should update us if your information changes.

We will periodically remind you to review and update your information. Please inform us as soon as possible if there are any changes to your investment objectives, attitude to risk, sustainability preferences, financial situation, ability to bear losses, or knowledge and experience. Until then, we will rely on the most recent information we have.

Please note that if your information changes, we may need to suggest changes to your investments, our services, or our relationship generally.

The Suitability Assessment is not a guarantee.

Just as it is essential that you understand the importance of the Suitability Assessment, it likewise important to understand what it is not. The Suitability Assessment does not mean that we are guaranteeing or required to guarantee a successful outcome. It is your choice as to whether or not to follow our advice and any transaction undertaken is done at your own risk.

See 'Investment risks and limits to our liability' under 'Our Investment Advice, the Suitability Report, and reporting by us.' below for more information.

3. Our Investment Advice, the Suitability Report, and reporting by us.

Advisory Dealing

By default, and unless we expressly agree otherwise in writing, you will be deemed to be a client of the Advisory Dealing Service Category.

Once you request Investment Advice and the Suitability Assessment is complete, we will provide our Investment Advice in such manner and format as we may agree.

After we provide our Investment Advice, we will not provide you with periodic investment advice or otherwise advise you as to the ongoing suitability of the investment or product. If you require further Investment Advice you should contact your Investment Advisor and request such further Investment Advice.

Advisory Managed only

(a) Initial Investment Advice

Once you become a client of the Advisory Managed Service Category and the Suitability Assessment is complete, we will present you with our recommendation for the most suitable investment strategy and portfolio composition by asset class based on the information you provided to us during the assessment (the “**Investment Strategy**”).

Our advice will also include one or more recommended transactions, in one or more specific investments or products identified by us, that you should carry out to build your investment portfolio in accordance with the Investment Strategy (the “**Initial Recommendation**”).

When we give our Initial Recommendation, we will take a portfolio approach. We aim to make sure that all parts of your investment portfolio work well together for you. This means that some suggested transactions, instruments, or products might only be suitable for you if they help diversify or hedge against risks in other parts of your investment portfolio. Likewise, certain recommendations might only be right for you if you already have specific other investments in your portfolio. Therefore, our Initial Recommendation is designed to be implemented as a whole and cannot be changed or only partly followed.

It is your choice as to whether you wish to accept and implement our Investment Strategy and Initial Recommendation by submitting an order. However, if you do choose to submit an order you must do so exactly and without delay.

Unless we agree otherwise, (a) if you do not submit an order to us to implement the transactions covered by our Initial Recommendation within 2 days or (b) if you change it, we will terminate this Service and treat any such delayed or changed order as a request for a service under another Service Category.

Please refer to ‘Limitations of this service.’ above.

(b) Periodic Review of your Portfolio

Once you have fully implemented our Initial Recommendation, we will periodically and at least annually review the composition of your investment portfolio in accordance with the Investment Strategy until the Service is terminated. Unless we agree otherwise, our periodic review will be limited to the investments and products that you own, and which are held by us on your behalf as part of the Service (referred to as your “**Portfolio**”).

As part of this periodic review, we may remind you to review and update your information so that we may update our Suitability Assessment and potentially the Investment Strategy. Always inform us without delay if any of your information changes.

Our review process may result in us recommending one or more transactions, in one or more specific investments or products identified by us, that you should carry out to re-align your Portfolio with the Investment Strategy (a “**Periodic Recommendation**”). We will again take a portfolio approach (in relation to the Portfolio) when issuing our Periodic Recommendations, so these Periodic Recommendations are designed to be implemented as a whole and cannot be changed or only partly followed.

It is your choice as to whether you wish to accept and implement a Periodic Recommendation by submitting an order. However, if you do choose to submit an order you must do so exactly and without delay.

Unless we agree otherwise, (a) if you do not submit an order to us to implement the transactions covered by our Periodic Recommendation within 2 days, or (b) if you change it, we will terminate this Service and treat any such delayed or changed order as a request for a service under another Service Category.

Please refer to 'Limitations of this service.' above.

<u>The suitability report or statement (Retail Clients only).</u>

If you are a Retail Client, we are required to provide you with a suitability report or statement (the "**Suitability Report**") providing an outline of our advice, how this advice meets your personal circumstances that you disclosed to us, and other details.

We will give you the Suitability Report either on paper or in another Durable Medium. You will get this report before we accept your order to execute the recommended transaction (for Advisory Dealing) or the transactions contained in the Initial Recommendation or a Periodic Recommendation (for Advisory Managed) (see 'Executing your orders below.').

If you agree to buy, sell, or subscribe to a Financial Instrument using Distance Communication Means that do not allow us to send the Suitability Report beforehand, we can send you the report after the transaction if:

(a) you agree to get the Suitability Report without delay after the transaction; and

(b) we give you the choice to delay the transaction until you receive the Suitability Report.

<u>Other reports.</u>

We generally send Advisory Managed clients quarterly statements and which will include, at least annually, information on actual costs and charges.

We will establish an appropriate method of evaluating the performance of your Portfolio (such as a meaningful benchmark) and include it in your Portfolio valuations. Any such measure will be included in valuations only as a guide, and it is not a guarantee that your Portfolio will perform in line with the chosen benchmark or will follow its distribution, asset allocation, or the investments that make up any index or benchmark used.

Please refer to 'Reporting by us.' under Section B – General for further information about our periodic reporting.

<u>Investment risks and limits to our liability.</u>

We and our Investment Advisors provide advice in good faith, to the best of our ability, and using sources of information believed by us to be reliable. However, we do not guarantee any results from our recommendations and we are not responsible for any losses, damages, or reduced profits or gains that you may incur from following our advice.

By using our Advisory Dealing or Advisory Managed Services, you acknowledge and accept that:

(a) Our advice and recommendations are just suggestions. You are free to follow our advice or not, including choosing which intermediary to use;

(b) All buy (including subscribe) or sell decisions are entirely yours. You can execute them or not with any authorised intermediary, and you are fully responsible for your own choices and decision-making, including the timing of such decisions;

(c) We provide our advisory services without any obligation to achieve specific results for you. We cannot predict future outcomes of any investments or divestments;

(d) If you engage in short-selling, you understand that it may be difficult to cover and could result in additional costs;

(e) Our advice and recommendations are based on current market conditions. Since financial markets can change quickly, our advice may become outdated in a short time; and

(f) Investing in financial products that are not traded on regulated markets (except government-secured securities and collective investment units) can be risky. These risks include: (i) difficulty in selling the investments quickly; and (ii) lack of clear information to determine their current value.

Buying and selling financial products always carry risks. Our services do not guarantee that the value of your investments will remain the same. You are responsible for any taxes related to your trades and purchased financial products.

Please see 'Investing in Financial Instruments exposes you to risks.' under Section B – General for further information.

4. Submitting Orders.

If you decide to proceed in accordance with our advice, you will need to place or submit and order or instructions to then implement the relevant recommended transactions. We offer execution services as part of the Advisory Dealing or Advisory Managed services.
Please refer to 'Submitting Orders.' under Section D – Execution Services for information about how to place or submit orders, if you decide to proceed in accordance with our advice and use our execution services, as part of the Advisory Dealing or Advisory Managed services.

5. Executing your orders.

If you decide to proceed in accordance with our advice and we accept your order or instructions, we will use reasonable endeavours to carry them out.

Please refer to 'Executing your orders.' under Section D – Execution Services for information about how we execute clients' orders, if you decide to proceed in accordance with our advice using our execution services, as part of the Advisory Dealing or Advisory Managed services.

6. Contract Notes.

Once your order has been executed, we will provide you with a contract note which will confirm the details of your transaction and act as an invoice for that transaction. You should check the contract note as soon as you receive it.

Please refer to 'Contract Notes and statements.' under Section D – Execution Services for further information about how we send contract notes confirming execution, if you decide to proceed in accordance with our advice using our execution services, as part of the Advisory Dealing or Advisory Managed services.

7. Trading and Settlement Obligations.

Once your order has been executed, the transaction will need to be settled, that is the buyer needs to pay for the Financial Instruments bought and the seller needs to deliver the Financial Instruments.

Please refer to 'Trading and Settlement Obligations.' under Section D – Execution Services for information about the trading and settlement process and your obligations, if you decide to proceed in accordance with our advice using our execution services, as part of the Advisory Dealing or Advisory Managed services.

8. Settlement – how we settle with you.

If you have sufficient money or the relevant assets sold held with us on account with us we will proceed to arrange settlement on the relevant settlement date.

Please refer to ‘Settlement – how we settle with you.’ under Section D – Execution Services for information about how we settle transactions executed by us, if you decide to proceed in accordance with our advice using our execution services, as part of the Advisory Dealing or Advisory Managed services.

9. Clients’ Money and Assets.

Please refer to Section C - Your Money, Financial Instruments, and other Assets for information about how we protect and handle your money, Financial Instruments, and other assets held with us, if any, as part of the Advisory Dealing or Advisory Managed services.

10. Fees and Charges.

You agree to pay our Fees and Charges for the relevant services, unless otherwise agreed in writing with you. Please refer to ‘Fees, charges, and expenses.’ under Section B – General for further information.

11. Dealing on a different basis to your Service Category.

As an Advisory service client if you wish to proceed with an intended transaction, different to our specific advice, we may accept your instruction as having been given on an “insistent client” basis. We will still assess whether this transaction is suitable for you. If we think it is not suitable, we reserve the right to not execute your instructions.

On the other hand, ‘Dealing on a different basis to your Service Category.’ under Section B – General includes further information about how we handle orders by Advisory Dealing clients where we have not provided advice in relation to the proposed transaction.

12. Cancellation of the Advisory Managed Service by you (Advisory Managed only).

The Advisory Managed service is a service intended to be provided indefinitely, until terminated or cancelled.

You may at any time cancel the periodic or ongoing advisory services you receive from us, whether by giving us written notice specifying the date on which you wish these services to cease, either completely or in relation to a particular product (which may be immediately).

You do not need to provide any reason for your decision. We will charge for the terminated Advisory Managed services in accordance with our Schedule of Fees and Charges up to the date of termination of these services.

If you terminate our Advisory Managed services solely in relation to a particular investment or product, that investment or product will be excluded from the Portfolio, and we will continue to provide Advisory Managed services in relation to other investments or products within the Portfolio and will charge for these services according to our Schedule of Fees and Charges.

As an Advisory Managed client, if you terminate all of our advisory services without terminating our entire relationship, unless we are providing an additional service such as Discretionary

Management or Execution Only dealing, we may treat your Investment Account as dormant and may terminate our relationship entirely in accordance with the General Rules.

If you wish to terminate the entire relationship between us, you may do so following the procedures for termination set out in the General Rules.

Section F – Discretionary Management

This Section provides general information and terms that apply where we provide you with discretionary portfolio management services.

1. **The Discretionary Management Service Category.**

This Service Category is designed for clients who want expert help with their investments and prefer us to make the day-to-day investment decisions for them. With our Discretionary Management service, we will manage your investments as described here.

First, we will help you create an investment strategy that reflects your personal circumstances. Once we agree on this investment strategy, we will then manage the money, investments, and products that you trust us with to invest as part of this service (the "**Portfolio**") according to this investment strategy and any agreed restrictions.

Our Discretionary Management service means we will make decisions on your behalf. This includes buying, selling, and managing the assets in your Portfolio without asking you first.

Dedicated Investment Manager.

We may from time-to-time delegate the management of your Portfolio to another entity who will act as an investment manager (the "**Investment Manager**"). The Investment Manager may be a member of the CC Moneybase Group or, if you agree, another professional investment manager duly licensed to provide such services. Details of the Investment Manager will be included in the Proposal (as defined below) or otherwise disclosed to you in writing. For the avoidance of doubt, references to "we" and "us" in this Section also refer to any such Investment Manager.

This is not an advisory or execution service.

Any views or proposals by us as part of this service are strictly within the context of this service and assume that we are managing your Portfolio. These views or proposals should not be treated as Investment Advice or other advice that you can act upon alone.

We have a separate Service Category, Advisory Managed, for clients that need expert help but prefer to make their own investment decisions. We also have the Advisory Dealing Service Category for clients who just need one-off Investment Advice.

Only we can manage your Portfolio. If you give us instructions or orders to acquire or sell specific instruments, we will generally treat any such instructions or orders as a request for a Non-Advised Execution service and we will open a separate account for that service. Please see 'Dealing on a different basis to your Service Category.' below for further information.

2. **Suitability Assessment.**

Discretionary portfolio management relies on understanding your personal circumstances. Before we can invest for you, we will need to understand your investment objectives, risk tolerance, sustainability preferences (if any), personal financial situation, including ability to bear losses, and other personal circumstances, such as relevant knowledge and experience. We call this the "**Suitability Assessment**".

This is a regulatory requirement. It ensures that we only invest in Financial Instruments that are suitable to you and provide the service in your best interests. That is why it is so important that you provide us with accurate, up-to-date, and complete information.

The Suitability Assessment will ensure that the investment decisions we take on your behalf and the Financial Instruments that we may add in your Portfolio:

4. meet your investment objectives and are in line with your risk tolerance and sustainability preferences (if any);
5. are such that you are able to financially bear any associated investment risk that is in line with your investment objectives; and
6. are such that you have the necessary knowledge and experience to understand the features and risks involved with the particular transaction carried out by us and with the management of your Portfolio in general.

If you are a Professional Client, we will assume that you have this necessary knowledge and experience. Likewise, if you are a Regulated Person we will assume, unless we agree otherwise in writing, that you are able to financially bear any related investment risks consistent with your investment objectives.

If you do not give us enough information for the Suitability Assessment, we cannot provide you with this service.

<u>Your information must be accurate and complete.</u>

To help us give you the best service, please make sure the information you provide is accurate and complete. We depend on this information to guide you properly and we are entitled to assume it is complete and accurate. If you give us inaccurate or incomplete information, or if you do not update us with changes, it might affect the quality of our service.

We are not responsible for any losses (including loss of profit) if you give us inaccurate or incomplete information.

<u>You should update us if your information changes.</u>

We will periodically remind you to review and update your information. Please inform us as soon as possible if there are any changes to your investment objectives, attitude to risk, sustainability preferences, financial situation, ability to bear losses, or knowledge and experience. Until then, we will rely on the most recent information we have.

Please note that if your information changes, we may need to suggest changes to your Portfolio, Investment Strategy or Investment Restrictions (see below), investments, our services, or our relationship generally.

The Suitability Assessment is not a guarantee.

Just as it is essential that you understand the importance of the Suitability Assessment, it is likewise important to understand what it is not. The Suitability Assessment is not a guarantee. We do not promise that our services will ensure successful results or any level of performance. We also do not guarantee that your investments will perform better than a specific index or benchmark.

3. Your Investment Strategy and Investment Restrictions.

Once you become a client of this Service Category and the Suitability Assessment is complete, we will present you with our proposal (the "**Proposal**") for the most suitable investment strategy and portfolio composition by asset class based on the information you provided to us during the assessment (the "**Investment Strategy**"). This Proposal will also include, among other things:

(a) any proposed investment restrictions ("**Investment Restrictions**");
(b) the proposed benchmark to compare the performance of the Portfolio with (the "**Benchmark**"). This measure will only serve as a guide, and it is not a guarantee that your Portfolio will perform in line with the Benchmark or will follow its distribution, asset allocation, or the investments that make up any index or benchmark used;
(c) the minimum initial size of the Portfolio, that is the amount that you will need to place in the Portfolio for us to start managing it (the "**Initial Investment Amount**");
(d) the minimum size of the Portfolio, that is the smallest the Portfolio can be before it is no longer viable (the "**Minimum Investment Amount**"). If none is specified, then this will be the Initial Investment Amount;
(e) the Base Currency of the Portfolio (generally Euro); and
(f) any additional risk disclosures and information relevant to the Investment Strategy.

When we issue our Proposal, as well as when we invest for you and provide our services after that, we will aim to make sure that all parts of your Portfolio work well together for you. This means that some transactions, instruments, or products that we invest in on your behalf might only be suitable for you if they help diversify or hedge against risks in other parts of your Portfolio. Likewise, certain transactions, instruments, or products might only be right for you if you already have specific other investments in your Portfolio.

If you agree with our Proposal and fund your Portfolio with the Initial Investment Amount, we will build, oversee, and manage the Portfolio for you. This will be done according to the agreed Investment Strategy and any Investment Restrictions.

You can ask to change the Investment Strategy or Investment Restrictions. We need to agree to the changes first, including ensuring that they are suitable for you. Changes in your personal circumstances might also mean changes to your Investment Strategy or Investment Restrictions.

If your Investment Strategy or Investment Restrictions change, we will give you a new Proposal. This new Proposal will, if you accept it, replace the old one. You should know that changing your Investment Strategy or Investment Restrictions may involve selling some investments and buying others. This could affect how well your Portfolio performs and whether you meet your investment goals.

4. Funding your Portfolio, adding to it and withdrawing from it.

We will start managing your Portfolio once:

(a) your Investment Account for this Service Category is opened and you have accepted our Proposal; and

(b) you have funded your Portfolio with the Initial Investment Amount.

You may fund your Portfolio with the Initial Investment Amount by depositing cash into your relevant Investment Account. We may at our discretion also accept other assets that you own (such as Financial instruments) to be included in your Portfolio.

Unless otherwise included in the Proposal, the Investment Strategy is generally designed to for long-term investments and assumes that we will be investing the Initial Investment Amount. We understand, however, that your needs may change, and you may from time to time wish to add to your Portfolio or withdraw from it.

We may, at our discretion, allow you to add to your Portfolio by depositing cash or other assets acceptable to us. We may also, at our discretion, accept a request from you to withdraw from your Portfolio. If we accept a request from you to withdraw from your Portfolio, we will, where relevant, seek to sell the required amount of Financial Instruments in your Portfolio and transfer the sale proceeds to your Payment Account.

You should note that early withdrawals from as well as adding to your Portfolio may impair the achievement of your specific investment objectives.

5. Managing your Portfolio

By choosing the Discretionary Management service you are appointing and authorising us and the Investment Manager (if any) as your agent and granting us full authority, at our sole discretion and without reference to you, to enter any kind of transaction or arrangement for you and on your behalf, including investing in any type of investment, financial product or other assets (including Collective Investment Schemes) and exercising voting rights. We will carry out our mandate in accordance with and subject to the limitations (including any agreed Investment Restrictions) included in these Terms.

Sometimes third parties may need further evidence of our authority to manage your assets in accordance with these Terms. If that is the case, you agree to sign such further powers of attorney or other documents as we may reasonably require.

You acknowledge that changing your Investment Strategy or Investment Restrictions may involve a temporary period of alignment during which your investments may not match the Investment Strategy or Investment Restrictions. A temporary period of alignment may also occur:

(a) for new clients until the Proposal is agreed (if we already hold your assets); we will not manage your assets during this period;

(b) for new and existing clients for a period of up to 6 (six) months after we commence providing the service or you add to the Portfolio until investments are made and the Portfolio is fully invested in line or brought back in line with the Investment Strategy or Investment Restrictions; or

(c) for existing clients for a period of up to 3 (three) months after you withdraw from the Portfolio until the Portfolio is brought back in line with the Investment Strategy or Investment Restrictions.

Further information about our discretionary management process is contained in the Information Document.

Investment risks and limits to our liability.

We and the Investment Manager provide our services in good faith, to the best of our ability, and using sources of information believed by us to be reliable. However, we do not guarantee any results from our services, and, in the absence of our own fraud, wilful default, or negligence we are not responsible for any losses or damages that you may incur using our services. We are not liable for reduced profits or gains.

Buying and selling financial products always carry risks. Our services do not guarantee that the value of your investments will remain the same. You are responsible for any taxes related to the Portfolio and any transactions undertaken on your behalf.

Please see ‘Investing in Financial Instruments exposes you to risks.’ under Section B – General for further information.

6. **Best Execution.**

As part of the Discretionary Management service we will place and execute orders on your behalf as agent.

Please refer to Section D – Execution Services for information about how we execute orders as well as how we settle transactions and your obligations in that regard, where relevant, as part of the Discretionary Management service.

7. **Reporting by us.**

We send Discretionary Management clients quarterly statements and which will generally include:

(a) a valuation of your Portfolio and updated performance including how this compares to the Benchmark;
(b) a Statement of cash holdings;
(c) a list of transactions undertaken on your behalf including suitability rationale;
(d) a Breakdown of all costs and charges to the account; and
(e) other information such as the Investment Manager’s views on the market and the Portfolio generally.

In between quarterly reports, we will inform you whenever the overall value of your Portfolio, as evaluated at the beginning of the relevant quarterly reporting period, decreases by 10%, and thereafter at multiples of 10%. We will notify you about such value decreases no later than by the end of the Business Day on which the relevant threshold was reached. Notifications will be sent by email.

Please refer to ‘Reporting by us.’ under Section B – General for further information about our periodic reporting.

8. Clients' Money and Assets.

Please refer to Section C - Your Money, Financial Instruments, and other Assets for information about how we protect and handle your money, Financial Instruments, and other assets held with us, if any, as part of the Discretionary Management services.

Unless we agree otherwise:

(a) we will decide on your behalf in relation to any relevant corporate action (including voting) of which we are aware relating to all assets in the Portfolio; and
(b) any dividends, distributions, or other income or proceeds from assets in the Portfolio will remain in the Portfolio and be re-invested.

9. Fees and Charges.

You agree to pay our Fees and Charges for the relevant services, unless otherwise agreed in writing with you.

The fee for the Discretionary Management service will be as agreed in writing between us. Other Fees and Charges will apply.

Please refer to 'Fees, charges, and expenses.' under Section B – General for further information.

10. Dealing on a different basis to your Service Category.

This is a discretionary portfolio management service where only we can manage your Portfolio. If you give us instructions or orders to acquire or sell specific instruments, we will generally treat any such instructions or orders as a request for a Non-Advised Execution service and we will open a separate account for that service.

'Dealing on a different basis to your Service Category.' under Section B – General includes further information about how we handle orders by Discretionary Management clients.

11. Cancellation of the Discretionary Management Service by you.

The Discretionary Management service is a service intended to be provided indefinitely, until terminated or cancelled.

You may at any time cancel the Discretionary Management services by giving us at least 3 (three) months' prior written notice.

If: (i) you do not accept a Proposal, (ii) you fail to fund your Portfolio with the Initial Investment Amount within the date specified in the Proposal, or (iii) if, due to withdrawals, the value of your Portfolio falls or would fall below the Minimum Investment Amount, we will also take this as you requesting to terminate the service.

You do not need to provide any reason for your decision. We will charge for the terminated Discretionary Management services in accordance with our Schedule of Fees and Charges up to the date of termination of these services.

As a Discretionary Management client, if you terminate our management services without terminating our entire relationship, unless we are providing an additional service such as Advisory Managed or Execution Only dealing, we may treat your Investment Account as dormant and may terminate our relationship entirely in accordance with the General Rules.

If you wish to terminate the entire relationship between us, you may do so following the procedures for termination set out in the General Rules.

Section G – Trading Crypto-Assets

This Section applies where we provide you with Crypto-Asset-related services, specifically: (i) Crypto-Asset Execution, and (ii) Crypto-Asset Custody and Administration Services which are delegated to one or more third-party custodians; and (iii) Staking Services through one or more third-party providers appointed by us in accordance with Relevant Laws and our internal policies and procedures.

1. The Trading Crypto-Assets Service Category.

This Service Category is aimed at more sophisticated clients with appropriate knowledge and experience in trading, and where applicable staking Crypto-Assets and who understand the specific risks this entails and who wish to use such services on an Execution Only basis.
We offer two combined services under this Trading Crypto-Assets Service Category:
(a) Crypto-Assets Execution; and
(b) Crypto-Asset Custody and Administration Services which are provided by us through one or more third-party custodians.

In addition, we also provide Staking Services, where made available by us from time to time in relation to Supported Crypto-Assets.

We do not provide Investment Advice or Discretionary Portfolio Management in relation to Crypto-Assets.

2. This Service Category is limited to Crypto-Assets.

We provide Crypto-Asset Execution Services and Crypto-Asset Custody and Administration Services solely in relation to Crypto-Assets and Staking Services, where made available by us solely in relation to Supported Crypto-Assets. Please refer to Section D – Execution Services for information on our Non-Advised Execution services in relation to Financial Instruments. Crypto-Asset Execution Services and Crypto-Asset Custody and Administration Services under this Service Category are subject to MiCA. Staking Services do not constitute a regulated activity and do not benefit from the same protections and safeguards that may apply to regulated services. Accordingly, where you elect to use Staking Services, you understand and accept that a different legal and regulatory treatment may apply.

3. Crypto-Assets Execution service.

This service involves the execution of orders to buy or sell Crypto-Assets on your behalf. You instruct us to execute transactions without receiving any personalised advice or recommendations from us. Orders may be executed from our end through one or more trading venues or platforms selected by us, including Crypto-Asset exchanges, depending on the availability, liquidity, and characteristics of the relevant Crypto-Assets.

We aim to execute your orders in a timely and efficient manner, taking into account factors such as price, costs, speed, and likelihood of execution in line with our Best Execution and Order Allocation Policy.

The Best Execution and Order Allocation Policy explains, among other things, how we execute orders in accordance with Relevant Laws to obtain the best possible results for our customers. By agreeing to and accepting these Terms, you are agreeing to all matters set out in the Best Execution and Order Allocation Policy. Any material changes to this policy will be brought to your attention. The Best Execution and Order Allocation Policy may be accessed via our website.

As this is an Execution Only service, you are solely responsible for determining the suitability of each transaction. We do not assess the appropriateness of the Crypto-Asset or the transaction for you, unless required to do so by the Relevant Laws. We will not advise you about the merits of the transaction at the time of execution or on an ongoing basis.

You should not place an order through the Investment Platform if you require advice.If you give us specific instructions, we will follow them.

- *Submitting Orders*

Please refer to Section D – Execution Services for further information about how you can place or submit instructions to us to buy or sell instruments on your behalf through our Investment Platform or other communication methods acceptable to us. The 'Submitting Orders' section in Section D will apply unless expressly varied by this Service Category section.

- *All orders are deemed 'market orders' by default*

Unless we otherwise accept or require, all orders that you place for Crypto-Assets will be treated as market orders (i.e., an order to buy or sell a Crypto-Asset at the best available price on the market at the time of execution). We may, from time to time, accept other order types, as indicated on the Investment Platform or as otherwise agreed between us.

We do not provide investment advice or recommendations in relation to the timing, structure, or type of order. You are solely responsible for deciding if, when, and how to place an order. Each order type may have specific features, execution characteristics, and risks. You should ensure that you fully understand these features, characteristics, and risks before placing an order.

You may not submit orders that are without a legitimate commercial purpose, or that are intended to manipulate market prices, interfere with the operation of trading venues, or delay or block other users from accessing the Investment Platform or other relevant trading systems.You are also not permitted to place identical or substantially similar orders if a prior order of the same kind remains unexecuted in the Investment Platform or any connected trading venue.

- *Limit orders*

At our sole discretion, we may accept limit orders for Crypto-Assets on a "best efforts" basis. This means we will use all reasonable care and skill to execute the transaction within the parameters you have set, but execution is subject to prevailing market conditions, platform availability, and other constraints outlined below.

A limit order is where you instruct us to execute a transaction in a Crypto-Asset only if a specific price condition is met. We will only buy the Crypto-Asset if the market price matches or is lower than your limit price. We will only sell the Crypto-Asset if the market price matches or exceeds your limit price. However, even if the market price reaches the specified limit, execution is not guaranteed, particularly in fast-moving or volatile markets, or where liquidity is limited on the relevant trading venue.

We will only seek to execute limit orders during normal market hours for the relevant trading venue and on the Business Day the order is accepted. If the limit conditions are met within that period, the transaction will be executed without further reference to you.

Limit orders placed in connection with Crypto-Assets priced in a currency different from your base currency may also be affected by exchange rate movements. Unless otherwise agreed, we do not take into account currency fluctuations when executing your limit order. Any limit orders not executed within the above timeframe will automatically lapse without further notice to you.

Under our Best Execution and Order Allocation Policy, you agree that we are not required to publicise your limit orders (including orders that are not immediately executed), unless we determine it is in your best interests to do so.

- *Stop loss orders*

If we do agree to accept such an order, then we will only accept this obligation on a reasonable endeavours basis and will not be liable for any losses you may incur if we are unable to effect the relevant transaction.

- *Trading hours and order cut-off times*

You can submit orders to buy or sell Crypto-Assets through the Investment Platform on any Business Day. Where the relevant crypto trading venue or exchange supports 24/7 trading, we will generally handle your orders on the same Business Day that we receive them, subject to platform availability, liquidity, and technical constraints.

If you submit the order using another communication method acceptable to us, we will handle it on the same Business Day provided we receive it before 22:00 hours (CET).

Unlike shares or bonds, Crypto-Assets are traded on decentralised or centralised platforms that may operate continuously. However, access may be restricted or delayed due to exchange downtimes, network congestion, or high volatility. We aim to execute your orders efficiently and at the best available price, in accordance with our Best Execution and Order Allocation Policy.

Execution may take place on one or more third-party trading platforms selected by us, and may depend on the characteristics and liquidity of the Crypto-Asset in question.

- *Extended Hours Trading*

Although Crypto-Assets may be traded on a 24/7 basis, we may only process orders during specified timeframes depending on operational, legal, or custodial constraints. Where we offer Extended Trading Hours for Crypto-Assets; that is, the ability to place and execute orders outside standard Business Day hours - this service may not be available to all clients and may be subject to restrictions. These can include limits on the types of orders we accept (e.g., market or limit orders), minimum or maximum trade sizes, or temporary suspensions due to platform maintenance, exchange downtime, or extreme market volatility.

- *Clarity of Instructions*

Please refer to the 'Clarity of Instructions' section in Section D – Execution Service for further information.

<u>Executing your Orders</u>

When we execute your orders or instructions in relation to Crypto-Assets, we usually act as your agent. This means we work on your behalf to place your order with a third party or through a trading platform in order to complete your transaction.

We may aggregate your Crypto-Asset orders with orders from other clients or with orders for our own account. We will only do so where we reasonably believe that this is unlikely to work overall to the disadvantage of any client. That said, aggregation may in some circumstances operate to your disadvantage. For further details, please refer to our Best Execution and Order Allocation Policy under Section B – General.

Execution of orders in Crypto-Assets is subject to the availability of counterparties on the relevant crypto-asset exchange or trading venue. Indicative prices shown on the Investment Platform or communicated to you are not guaranteed. Due to the high volatility and fragmented liquidity of Crypto-Asset markets, actual execution prices may differ from indicative ones at the time of execution.

If, in our reasonable view, we are unable to execute your instruction - due to legal, operational, risk management reasons, or exceptional market conditions - we may decline to accept or execute the order. This may occur, for example, where there is a significant spread between buying and selling prices, prices for the relevant Crypto-Asset are unavailable, or sudden and unexpected changes in global or market conditions occur. Where practicable, we will notify you promptly, explain (where appropriate) the reason for our refusal, and indicate any steps that may be taken to proceed.

While we will use reasonable efforts to carry out accepted orders, we cannot guarantee execution or timing, as this will depend on market conditions, trading volume, counterparty availability, and other factors beyond our control. We will inform you if we encounter any material difficulty in promptly executing your orders.

- *Compliance with laws, regulations and market rules*

We will not do anything that, in our reasonable opinion, would infringe applicable laws, regulations, or rules of market conduct, and we may take whatever steps we consider necessary to comply with them. Transactions in Crypto-Assets will be carried out in accordance with the applicable rules of the relevant crypto-asset exchange, trading venue, or other execution platform. We are also subject to laws and regulations designed to prevent financial crime, including anti-money laundering and counter-terrorist financing requirements.

We reserve the right to decline to accept any particular instruction or order, or to cancel any automated order-routing arrangements, where we reasonably consider this necessary or appropriate - for example, due to legal, regulatory, operational, or risk management concerns. Where justified, we may decline or cancel without providing reasons, including where disclosure would be unlawful.

- *Market abuse*

Please refer to the 'Market Abuse' section in Section D – Execution Service for further information.

<u>Contract Notes and Statements</u>

We will provide you with a confirmation of each executed Crypto-Asset transaction. A formal contract note may not be issued for such transactions. Confirmations will be sent to you no later than the first Business Day following execution, or, where applicable, after we receive confirmation from a third party.

We will agree with you during the account opening process how confirmations, statements, and any valuations will be delivered.

You should review the confirmation upon receipt and contact us promptly if you believe it is incorrect. Delays in notifying us may make it harder to resolve any issues.

In the event of an error in the reported amount payable by you or due to you in connection with a Crypto-Asset transaction, we will contact you to correct the position. You agree to return any amount received in error. Any such error does not affect your liability for the underlying transaction.

For further details on our ongoing reporting obligations, please refer to 'Reporting by us' under Section B – General.

<u>Trading and Settlement Obligations</u>

The day we execute your instruction in relation to a Crypto-Asset transaction is referred to as the "trade date". The "settlement date" is the date on which the transaction is completed. For most Crypto-Asset transactions, settlement occurs on the same day, unless we notify you otherwise.

We will only accept and execute an order if there are sufficient cleared monies available in your Investment Account at the time you place the order. You are responsible for ensuring your Investment Account is adequately funded before submitting any instruction.

Your contract note will confirm the trade date, the settlement date, and the amount payable by you (for purchases) or receivable by you (for sales).

Proceeds from the sale of Crypto-Assets will be credited to your Investment Account in cash once settlement is completed. We do not offer in-kind delivery of Crypto-Assets.

The custody and administration of Crypto-Assets held on your behalf is covered separately under the section 'Custody and Administration of Crypto-Assets' below.

If, for any reason, you fail to meet your funding obligations or if there are insufficient funds in your Investment Account at the time of order placement, we will reject the order. We may also cancel the transaction or recover any resulting shortfall or loss, and charge default interest, as described under 'Fees, Charges, and Expenses' in Section B – General.

All transactions will be settled in Euro, unless otherwise agreed in writing.

<u>Your Payment Obligations</u>

You must ensure your Investment Account is pre-funded with cleared monies before placing any order. All incoming funds must be sent from an account held in your name. We do not accept Crypto-Assets from clients under any circumstances. By agreeing to and accepting these Terms, you authorise us to deduct the transaction amount, fees, and any applicable charges from your Investment Account.

If your Investment Account is not adequately funded at the time of order placement, the order will not be accepted or executed. Any amounts credited to your account will be net of bank charges or transfer fees. You remain responsible for ensuring sufficient funds are available to meet your obligations.

Withdrawals from your portfolio will also be made in cash and may only be paid to the same account from which the funds were originally received from you, unless otherwise agreed in writing. We will not transfer Crypto-Assets to clients or third parties. Any conversion between cash balances and Crypto-Assets as part of the execution process will be undertaken via our appointed Sub-Custodian strictly in the context of providing the Service. All inflows and outflows between you and us occur in cash.

These rights are without prejudice to any other remedies we may have under these Terms or applicable law.

<u>How we settle with you</u>

We will debit or credit amounts in cash from and to your Payment Account or Investment Account, respectively, on the intended settlement date, based on the terms of the executed Crypto-Asset transaction. This may occur before final confirmation of settlement from the relevant trading venue or third party ("contractual settlement").

Where funds are credited to your account on a contractual settlement basis, they may not be available for withdrawal or reuse until actual settlement is confirmed. If settlement is delayed or does not occur within a reasonable timeframe, we may reverse any provisional entries and recover any cash or assets credited in error.

4. Crypto-Asset Custody and Administration Services

We offer these Crypto-Asset Custody and Administration Services in conjunction with Crypto-Asset Execution Services. Where we agree to hold Crypto-Assets on your behalf, we will do so exclusively through one or more third-party crypto-assets custodians appointed by us in accordance with Relevant Laws (the "**Sub-Custodians**"). MiCA limits our choice of Sub-Custodians.

When your Crypto-Assets are held by us on your behalf:

(a) those Crypto-Assets will be held in segregated wallets or arrangements clearly distinguishable from the Company and/or the Sub-Custodians' proprietary assets to ensure clear ownership and protection even in the unlikely event of insolvency;

(b) we may hold the Crypto-Assets which you have bought on our Investment Platform, until we receive instructions from you to sell that Crypto-Assets;

(c) Your crypto assets will be held in what is called an "Omnibus Account" as is the industry norm for trading crypto assets. We will always maintain detailed records showing exactly which crypto assets belong to you, even when they are held through our sub-custodians. This helps protect your interests. By accepting these Terms, you agree that your crypto assets will be held in an Omnibus Account. This means individual holdings may not have separate blockchain addresses and your rights will be based on your proportionate share of the total assets in the account.

(d) you will remain the ultimate beneficial owner of any Crypto-Assets held by us through Sub-Custodians. You will not act as a nominee, trustee or agent for any third-party. Furthermore, you shall not assign, transfer, pledge, or otherwise create any security interest or encumbrance over the Crypto-Assets without the Company's prior written consent.

(e) you acknowledge that the Company may appoint Sub-Custodians in accordance with the Relevant Laws. The Company will exercise due care, skill and diligence in selecting, appointing, and reviewing such Sub-Custodians and the arrangements for safeguarding Crypto-Assets, considering their expertise, reputation and any legal or market factors that may affect your rights.

(f) You also understand and accept the risks involved, including the possibility of shortfalls in the unlikely event that a sub-custodian defaults or experiences operational issues.

Our Custody Policy for Crypto-Assets aims to ensure that our Crypto-Asset Custody and Administration Services remain in line with the Relevant Laws, information and communication technology standards and best practices. The primary objective of our Custody Policy for Crypto-Assets is to protect Crypto-Assets, minimise the risk of a loss, fraud, theft, cyber threats or negligence and prevent the unauthorised use of Crypto-Assets. A summary of our Custody Policy for Crypto-Assets may be accessed via our Website or provided upon request in an electronic format.

You will receive a statement of holdings at least once every three (3) months and also upon your reasonable request, indicating the Crypto-Assets held with the Company, your balance, the value and any transfer of Crypto-Assets during the period concerned.

Once you complete a transaction and instruct us to purchase Crypto-Assets on your behalf (as explained under the 'Crypto-Asset Execution Service' above), the corresponding Crypto-Assets will be credited to your Investment Account once the purchase has been settled and the assets are held under our custody. Our obligation is considered fulfilled when the purchased Crypto-Assets are recorded in your Investment Account, in accordance with the Relevant laws and our custody arrangements.

After the Crypto-Assets are credited to your Investment Account, you remain responsible for managing those assets and for any instructions you give us in relation to them.

We are responsible for safeguarding the Crypto-Assets we hold for you and for maintaining the means of access to those Crypto-Assets. In line with our obligations under the Relevant Laws, we are liable to you for any loss of Crypto-Assets or loss of access to them arising from an incident attributable to us, including our failure to implement appropriate organisational or security measures.

In such cases, we will be liable for the market value of the lost Crypto-Assets at the time the loss occurred. However, we are not liable for any loss of Crypto-Assets or access to them resulting from circumstances beyond our reasonable control, including force majeure; failures of the underlying cryptographic protocol or blockchain network; incidents attributable to third-party wallet providers or blockchain infrastructure not under our control; any actions or omissions by you, including unauthorised third-party access to your credentials where we are not at fault; losses caused by a Sub-Custodian, unless the Sub-Custodian was selected negligently.

<u>Security Systems for Custody and Administration of Crypto-Assets</u>

We take the security of your crypto-assets extremely seriously. When providing custody and administration services on your behalf, we maintain a comprehensive security framework to protect against theft, loss, or unauthorised access. This includes:

Cold and Hot Wallet Security: The majority of assets are held in offline cold storage, isolated from the internet. Operational liquidity is maintained in hot wallets, protected with hardware security modules and restricted to minimal balances.

Multi-Signature Controls: Transactions require authorisation from multiple independent signatories, with keys stored in separate secure locations to prevent a single point of failure.

Encryption and Key Management: All private keys are encrypted to industry standards (AES-256 or equivalent) and stored securely, with strict key rotation, backup, and recovery procedures.

Access Restrictions: Access to systems and assets is limited to authorised personnel only, protected by multi-factor authentication, device security checks, and role-based permissions.

Continuous Monitoring: We monitor wallet activity 24/7 using automated systems that detect suspicious transactions and unusual patterns in real time.

Incident Response and Recovery: We maintain tested incident response and disaster recovery procedures to ensure the continuity and integrity of custody services in the event of a security incident.

Independent Audits: Our systems are regularly reviewed, tested, and audited by independent security specialists to ensure compliance with applicable laws and regulations, including the Markets in Crypto-Assets Regulation (MiCA).

You acknowledge that this Crypto-Asset Custody and Administration Service involves specific technological risks, including risks arising from decentralised protocols and cryptographic security, which we take reasonable steps to manage but cannot fully eliminate. You should note that Crypto-Assets are not covered by the ICS.

5. Staking Services

We may, at our discretion and subject to your explicit and prior consent, make available to you the ability to lock up eligible Crypto-Assets held in your Investment Account in order to earn protocol-level rewards ("**Staking Services**"). Where you hold Crypto-Assets with us and have provided such consent, we may stake those Crypto-Assets in a third-party proof-of-stake blockchain network.

"Staking" refers to the process whereby Crypto-Assets are committed or locked in a cryptocurrency wallet to support the operation, security and validation of transactions on a blockchain network. In proof-of-stake networks, transaction validators are typically selected based on the amount of Crypto-Assets committed to the network rather than computing power.

Staking Services are provided as a separate and distinct IT-based commercial service and not as an investment service under MiCA or other Relevant Laws. Our provision of Staking Services is not regulated and does not constitute investment advice, portfolio management or any other regulated activity. However, where Staking Services are provided in combination with the custody of your Crypto-Assets, we will ensure that Staked Crypto-Assets remain returnable to you in accordance with our custody obligations and we remain liable to you for any loss of Crypto-Assets that is attributable to us, including any loss arising from the provision of Staking Services or from the underlying staking activity itself in line with MiCA.

You may only access Staking Services if you satisfy applicable eligibility criteria and solely in respect of those Crypto-Assets we identify as "Supported Staking Assets" from time to time.

Staking involves additional risks related to the technical features of the relevant blockchain protocols. Past or projected performance is not a reliable indicator of future performance. Before electing to participate in Staking Services, you may carefully review and understand the risk warnings set out in this section. You may also visit our website for further details on how proof of stake works.

Supported Crypto-Assets:

Staking Services are available only in relation to certain Crypto-Assets that we identify and publish on our website as supported for staking from time to time ("**Supported Staking Assets**"). We may update, modify, suspend or remove any Supported Staking Asset at any time at our discretion.

Staking Service Products:

Staking Services may include one or more products, which may be updated or replaced from time to time.

(a) On-Chain Staking:

We may enable you to earn rewards by allowing Supported Staking Assets to be delegated, locked or otherwise committed to third-party validators or node operators participating in proof-of-stake or similar consensus mechanisms.

Depending on the Supported Staking Asset, On-Chain Staking may be offered as:

Bonded Staking: where the relevant Crypto-Asset must undergo a blockchain-mandated bonding period before rewards begin to accrue and where any subsequent unstaking is subject to an unbonding period, during which the asset cannot be sold, transferred or withdrawn.

Flexible Staking: where staking and unstaking may occur without bonding or unbonding periods. We may stake only a portion of your elected amount and retain the remainder to maintain liquidity. Where insufficient liquidity exists, we may delay the release of your unstaked assets until any applicable protocol unbonding period has elapsed.

(b) Restaking:

Where made available, clients who are participating in On-Chain Staking may request restaking, allowing Staked Crypto-Assets to be redeployed to support transaction validation on one or more additional blockchain protocols. Restaking may only be available to specific categories of clients and for specific Supported Staking Assets.

Provision of Staking Services:

We may provide Staking Services through third-party service providers, validators, affiliates or other technical partners. This may include transferring or delegating Supported Staking Assets to validator nodes or staking operators selected by us.

We do not guarantee that Staking Services will be uninterrupted, secure, error-free, or continuously available. We may suspend or discontinue Staking Services at any time. If Staking Services are disrupted, suspended or terminated, Staked Crypto-Assets may cease generating rewards and previously accrued rewards may be reduced or forfeited. Such suspension or interruption will not affect your right to the return of your Staked Crypto-Assets in accordance with our custody obligations under MiCA.

Electing to Stake:

When you elect to stake, restake or otherwise commit a Supported Staking Asset ("**Stake**"), you irrevocably instruct us to lock that asset for the duration of the staking activity, including any protocolmandated bonding or unbonding periods.

Your election to stake constitutes explicit consent for the purposes of MiCA.

The relevant asset will be moved into a designated internal staking wallet visible on your Investment Account and will be unavailable for sale, transfer or withdrawal until the unstaking process is fully completed and any unbonding period has expired.

Ownership of Staked Assets:

Staking does not transfer ownership of your CryptoAssets. You remain the beneficial owner of all CryptoAssets you have elected to Stake. We hold Staked CryptoAssets on custody for you in accordance with our CryptoAsset Custody and Administration Services, including segregated omnibus arrangements, as set out earlier in this Section G.

Restrictions:

We may impose limits, minimums, maximums, eligibility rules or other restrictions on Staking Services at any time. These may vary by CryptoAsset, client type, or service tier.

Network Events (Forks, Airdrops, Upgrades)

If a network fork, airdrop or similar event occurs in relation to a Supported Staking Asset, we may take any steps we consider appropriate to protect Staked CryptoAssets or our platform. This may include suspending Staking Services, terminating support for a CryptoAsset, or amending how assets or rewards are handled.

We are not obliged to make available to you any forked assets, airdrops or similar distributions arising from Staked CryptoAssets unless we expressly agree to do so.

Staking Rewards:

(a) Rewards:

After any applicable bonding period ends and only after receipt by us, we will credit to your Investment Account the staking rewards attributable to your Staked Crypto-Assets ("**Staking Rewards**"). We will not distribute rewards below the smallest decimal unit supported by our systems.

(b) Compounding:

Where a protocol distributes rewards in unstaked form, we may, on a commercially reasonable efforts basis, automatically Stake such rewards on your behalf. You may request to unstake accrued rewards at any time, subject to any applicable protocol restrictions.

(c) Variability:

Staking Rewards are not guaranteed. Published reward rates may represent estimated historical annualised rates, may change over time and may differ from the actual rewards generated from your Staked Crypto-Assets.

The amount, frequency and timing of Staking Rewards:

- are determined by us in our sole discretion;
- be subject to our fees and any costs incurred for such transactions;
- vary between Staked Crypto-Assets; and
- will be reflected in your Investment Account.

By electing to participate in Staking Services, you agree that we do not guarantee that we will distribute Staking Rewards to you and that where we do so, the applicable percentage of Staking Rewards set out on our website

- are estimates only and are not guaranteed;
- may change at any time in our sole discretion; and
- may be more or less than the Staking Rewards we receive.

Fees:

We may charge transaction fees, commissions or other charges for Staking Services. Commission may be deducted as a proportion of Staking Rewards before they are credited to your Investment Account. Our fees may be updated from time to time and will be published in our Schedule of Fees and Charges or on the relevant service interface.

Slashing Penalties:

Where a validator or staking operator misbehaves, fails to perform its validation duties or is penalised by the protocol, some or all of the Staked CryptoAssets delegated to that validator may be destroyed or forfeited ("**Slashing**"). This may result in the partial or total loss of your Staked CryptoAssets and/or Staking Rewards.

(a) Slashing Compensation

Where Slashing affects Staked CryptoAssets, we may, at our discretion, compensate you by replacing the slashed assets or supplementing your Staking Rewards to reflect what we reasonably consider you would have received absent the slashing event. Any compensation arrangements operate without prejudice to our liability to you under MiCA.

(b) Exclusions

We will not compensate you for losses arising from Slashing where the Slashing results from:

- your actions or omissions;
- protocol failures, bugs, upgrades, or maintenance;
- malicious actors or cyber incidents;
- your breach of these Terms; or
- force majeure events – events beyond our reasonable control including, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, equipment or software malfunction, or the suspension or closure of any index / market / exchange or the abandonment or failure of any event upon which we base, or to which we may relate our quotes, with the result that we are in our reasonable opinion unable to maintain an orderly trading market or provide our services.

Risk Warnings:

By electing to participate in Staking Services, you acknowledge and accept, in addition to the general risks applicable to CryptoAssets, the following specific risks:

(a) Liquidity Risk

Staked CryptoAssets may be locked and unavailable for sale or withdrawal during bonding or unbonding periods. Market prices may fluctuate significantly by the time assets become transferable.

(b) Protocol / Smart Contract Risk

Protocollevel bugs, vulnerabilities or failures may result in the loss of Staked CryptoAssets or Staking Rewards. This risk disclosure does not affect our liability obligations under MiCA where the loss is attributable to us.

(c) Slashing Risk

Your Staked CryptoAssets and Staking Rewards may be partially or totally lost if a validator or staking operator is subject to Slashing.

(d) Service Disruption Risk

Staking Services may be interrupted, suspended or discontinued. In such cases, you may not receive rewards and may lose accrued rewards.

(e) Regulatory Risk

Staking Services are not regulated and may not benefit from the protections applicable to regulated services under MiCA or any investor protection regime. However, where Staking Services are provided together with Crypto-Asset Custody and Administration Services, our MiCA-mandated custody obligations – including the obligation to return your Crypto-Assets and our liability for losses attributable to us – continue to apply.

6. Fees and Charges

You agree to pay our Fees and Charges for the relevant service, unless otherwise agreed in writing with you. Please refer to ‘Fees, charges and expenses’ under Section B – General for further information.

7. **Record-keeping**

We maintain full and accurate records of all your Crypto-Asset-related activity (orders, transactions, custody, communications) for at least 5 (five) years and where requested by the MFSA before the 5 (five) years lapse, for a period of up to 7 (seven) years. These records may be made available to the MFSA and/or any other relevant regulator/authority upon request.

8. **Risk Warnings and Acknowledgement**

Crypto-Assets are speculative assets which rely on a number of external variables for their existence and value. As a result, there are a number of additional risks and liabilities that you will be exposed to when trading and/or staking Crypto-Assets, which are outside our control. This part sets out a number of these risks and liabilities. You should only engage in such transactions if you fully understand and accept these risks.

Crypto-Assets are subject to high price volatility, and there is a real possibility of total loss of the invested amount. Any profit or loss resulting from fluctuations in the value of Crypto-Assets will be entirely for your own account and risk. CC does not provide investment advice in respect of Crypto-Assets and shall not be responsible for any losses incurred by you as a result of your trading and/or staking decisions.

You accept that:

- The value of Crypto-Assets may fall as well as rise.
- There is no guarantee that profits will be made or that losses will not occur.
- Past performance is not indicative of future results.

You also acknowledge the following additional risks:

- Cybersecurity and operational risks: Digital wallets and crypto asset networks can be exposed to risks such as hacking, technical problems, or human error. In rare cases, this could result in lost keys, system outages, or cyberattacks that may affect your access to your crypto assets. We recognise the seriousness of these risks and have strong security measures, continuous monitoring, and secure key management in place to help protect your assets and minimise the likelihood of such events.

- Regulatory uncertainty: The laws and regulations governing crypto assets are still developing and can vary between countries. Changes in regulation or enforcement actions may affect your ability to trade, hold, or convert certain crypto assets. We closely monitor regulatory developments and adapt our practices to help ensure compliance, aiming to give you continued access to your assets whenever possible.

- Absence of Investor Protection Schemes: Crypto-Assets are not covered by traditional investor compensation schemes (such as the Investor Compensation Scheme or deposit guarantee schemes). In the event of loss, insolvency, or fraud, there may be no recourse for compensation. For the avoidance of any doubt, Crypto-Assets used in connection with Staking Services are likewise not covered by any deposit insurance, Investor Compensation Scheme or other comparable protection scheme.

- Liquidity Risk**:** It may not always be possible to sell or convert your crypto assets immediately or without a loss, especially if they are lower-volume or less-traded instruments. This can occur when there is limited trading activity, reduced market availability, or a lack of buyers at the time you wish to sell.

- Currency Conversion Risk: If your crypto assets or transactions involve converting from one currency to another, the value you receive may be affected by exchange rate movements. These fluctuations can work in your favour or against you, and in some cases may result in a loss when converting back to your original currency**.**

- Staking risk: If you elect to participate in Staking Services, Staking Rewards are not guaranteed and may fluctuate or cease altogether. The relevant Crypto-Assets may also become temporarily or in exceptional cases, permanently unavailable for transfer, sale, or withdrawal while staked or pending unstaking.

- Regulatory status of Staking Services: You acknowledge that Staking Services may not constitute regulated activities and may not benefit from the same protections and safeguards as regulated services.

You are encouraged to consider your financial situation, investment objectives, and risk appetite before engaging in transactions involving Crypto-Assets. You confirm that you understand these risks and accept that you are solely responsible for your decisions and outcomes when transacting in Crypto-Assets.

Further information about trading risks can be found at click here.

Section H – Robo-Advisory Services

This section provides general information and terms that apply where we provide you with our Robo-Advisory Services (i.e., Automated Discretionary Management services).

1. **The Robo-Advisory Service Category.**

This Service Category is designed for clients who wish us to make the day-to-day investment decisions for them, including rebalancing their investments periodically. As part of the Robo-Advisory Service, we will help you identify the investment strategy, based on several pre-determined strategies defined by us, that best reflects your personal circumstances. Once a suitable Investment Strategy has been selected, we will then invest the money and other assets that you trust us with to invest as part of this service (the “**Portfolio**”) in accordance with the selected investment strategy.

Our Robo-Advisory service means we will make decisions on your behalf. This includes buying, selling, and managing the assets in your Portfolio without asking you first.

<u>This is not an advisory or execution service.</u>

Any views or proposals by us as part of this service are strictly within the context of this service and assume that we are managing your Portfolio. These views or proposals should not be treated as Investment Advice or other advice that you can act upon alone.

We have a separate Service Category, Advisory Managed, for clients that need expert help but prefer to make their own investment decisions. We also have the Advisory Dealing Service

Category for clients who just need one-off Investment Advice. In addition, we also offer a more bespoke Discretionary Management service where we will help you identify a more tailored investment strategy. Please see Section F for more information.

Only we can manage your Portfolio. If you give us instructions or orders to acquire or sell specific instruments, we will generally treat any such instructions or orders as a request for a Non-Advised Execution service and we will open a separate account for that service. Please see ‘Dealing on a different basis to your Service Category.’ below for further information.

2. **Suitability Assessment.**

Discretionary portfolio management relies on understanding your personal circumstances. Before we can invest for you, we will need to understand your investment objectives, risk tolerance, sustainability preferences (if any), personal financial situation, including ability to bear losses, and other personal circumstances, such as relevant knowledge and experience. We call this the “**Suitability Assessment**”.

This is a regulatory requirement. It ensures that we only invest in Financial Instruments that are suitable to you and provide the service in your best interests. That is why it is so important that you provide us with accurate, up-to-date, and complete information.

The Suitability Assessment will ensure that the investment decisions we take on your behalf and the Financial Instruments that we may add in your Portfolio:

1. meet your investment objectives and are in line with your risk tolerance and sustainability preferences (if any);

2. are such that you are able to financially bear any associated investment risk that is in line with your investment objectives; and

3. are such that you have the necessary knowledge and experience to understand the features and risks involved with the particular transaction carried out by us and with the management of your Portfolio in general.

If you are a Professional Client, we will assume that you have this necessary knowledge and experience. Likewise, if you are a Regulated Person we will assume, unless we agree otherwise in writing, that you are able to financially bear any related investment risks consistent with your investment objectives.

The Robo-Advisory Service means that we have several pre-determined Investment Strategies that we periodically review and add to, or even discontinue. If all of our Investment Strategies or the Service generally are not suitable for you or if you do not give us enough information for the Suitability Assessment, we cannot provide you with this service.

<u>Your information must be accurate and complete.</u>

To help us give you the best service, please make sure the information you provide is accurate and complete. We depend on this information to guide you properly and we are entitled to assume it is complete and accurate. If you give us inaccurate or incomplete information, or if you do not update us with changes, it might affect the quality of our service.

We are not responsible for any losses (including loss of profit) if you give us inaccurate or incomplete information.

You should update us if your information changes.

We will periodically remind you to review and update your information. Please inform us as soon as possible if there are any changes to your investment objectives, attitude to risk, sustainability preferences, financial situation, ability to bear losses, or knowledge and experience. Until then, we will rely on the most recent information we have.

Please note that if your information changes, we may need to suggest changes to your Portfolio, Investment Strategy, investments, our services, or our relationship generally.

The Suitability Assessment is not a guarantee.

Just as it is essential that you understand the importance of the Suitability Assessment, it is likewise important to understand what it is not. The Suitability Assessment is not a guarantee. We do not promise that our services will ensure successful results or any level of performance. We also do not guarantee that your investments will perform better than a specific index or benchmark.

3. Your Investment Strategy.

Once you become a client of this Service Category and the Suitability Assessment is complete, we will present you with our Robo-Advisory proposal (the "**Proposal**") for the most suitable investment strategy and portfolio composition by asset class based on the information you provided to us during the assessment (the "**Investment Strategy**"). This Proposal will also include, among other things:

(a) the proposed benchmark to compare the performance of the Portfolio with (the "**Benchmark**"). This measure will only serve as a guide, and it is not a guarantee that your Portfolio will perform in line with the Benchmark or will follow its distribution, asset allocation, or the investments that make up any index or benchmark used;

(b) the minimum initial size of the Portfolio, that is the amount that you will need to place in the Portfolio for us to start managing it (the "**Initial Investment Amount**");

(c) the minimum size of the Portfolio, that is the smallest the Portfolio can be before it is no longer viable (the "**Minimum Investment Amount**"). If none is specified, then this will be the Initial Investment Amount;

(d) the Base Currency of the Portfolio (generally Euro); and

(e) any additional risk disclosures and information relevant to the Investment Strategy.

When we issue our Proposal, as well as when we invest for you and provide our services after that, we will aim to make sure that all parts of your Portfolio work well together for you. This means that some transactions, instruments, or products that we invest in on your behalf might only be suitable for you if they help diversify or hedge against risks in other parts of your Portfolio. Likewise, certain transactions, instruments, or products might only be right for you if you already have specific other investments in your Portfolio.

If you agree with our Proposal and fund your Portfolio with the Initial Investment Amount, we will build, oversee, and manage the Portfolio for you. This will be done according to the agreed Investment Strategy.

You can ask to change the Investment Strategy. We need to agree to the changes first, including ensuring that they are suitable for you. Changes in your personal circumstances might also mean changes to your Investment Strategy.

If your Investment Strategy changes, we will give you a new Proposal. This new Proposal will, if you accept it, replace the old one. You should know that changing your Investment Strategy may involve selling some investments and buying others. This could affect how well your Portfolio performs and whether you meet your investment goals.

4. Funding your Portfolio, adding to it and withdrawing from it.

We will start managing your Portfolio once:

(a) your Investment Account for this Service Category is opened and you have accepted our Proposal; and

(b) you have funded your Portfolio with the Initial Investment Amount.

You may fund your Portfolio with the Initial Investment Amount by depositing cash into your relevant Investment Account. We may at our discretion also accept other assets that you own (such as Financial instruments) to be included in your Portfolio.

Unless otherwise included in the Proposal, the Investment Strategy is generally designed to for long-term investments and assumes that we will be investing the Initial Investment Amount. We understand, however, that your needs may change, and you may from time to time wish to add to your Portfolio or withdraw from it.

We may, at our discretion, allow you to add to your Portfolio by depositing cash or other assets acceptable to us. We may also, at our discretion, accept a request from you to withdraw from your Portfolio. If we accept a request from you to withdraw from your Portfolio, we will, where relevant, seek to sell the required amount of Financial Instruments in your Portfolio and transfer the sale proceeds to your Payment Account.

You should note that early withdrawals from as well as adding to your Portfolio may impair the achievement of your specific investment objectives.

5. Managing your Portfolio

By choosing the Robo-Advisory service you are appointing and authorising us as your agent and granting us full authority, at our sole discretion and without reference to you, to enter any kind of transaction or arrangement for you and on your behalf, including investing in any type of investment, financial product or other assets (including Collective Investment Schemes) and exercising voting rights. We will carry out our mandate in accordance with and subject to the limitations included in these Terms.

Sometimes third parties may need further evidence of our authority to manage your assets in accordance with these Terms. If that is the case, you agree to sign such further powers of attorney or other documents as we may reasonably require.

You acknowledge that changing your Investment Strategy or Investment Restrictions may involve a temporary period of alignment during which your investments may not match the Investment Strategy or Investment Restrictions. A temporary period of alignment may also occur:

(a) for new clients until the Proposal is agreed (if we already hold your assets); we will not manage your assets during this period;

(b) for new and existing clients for a period of up to 6 (six) months after we commence providing the service or you add to the Portfolio until investments are made and the Portfolio is fully invested in line or brought back in line with the Investment Strategy; or

(c) for existing clients for a period of up to 3 (three) months after you withdraw from the Portfolio until the Portfolio is brought back in line with the Investment Strategy.

Further information about our discretionary management process as part of the Rob-Advisory Service is contained in the Information Document.

<u>Investment risks and limits to our liability.</u>

We provide our services in good faith, to the best of our ability, and using sources of information believed by us to be reliable. However, we do not guarantee any results from our services, and, in the absence of our own fraud, wilful default, or negligence we are not responsible for any losses or damages that you may incur using our services. We are not liable for reduced profits or gains.

Buying and selling financial products always carry risks. Our services do not guarantee that the value of your investments will remain the same. You are responsible for any taxes related to the Portfolio and any transactions undertaken on your behalf.

Please see 'Investing in Financial Instruments exposes you to risks.' under Section B – General for further information.

6. Best Execution.

As part of the Robo-advisory service we will place and execute orders on your behalf as agent.

Please refer to Section D – Execution Services for information about how we execute orders as well as how we settle transactions and your obligations in that regard, where relevant, as part of the Discretionary Management service.

7. Reporting by us.

We send Robo-Advisory clients quarterly statements and which will generally include:

(f) a valuation of your Portfolio and updated performance including how this compares to the Benchmark;

(g) a Statement of cash holdings;

(h) a list of transactions undertaken on your behalf including suitability rationale;

(i) a Breakdown of all costs and charges to the account; and

(j) other information such as our views on the market and the Portfolio generally.

In between quarterly reports, we will inform you whenever the overall value of your Portfolio, as evaluated at the beginning of the relevant quarterly reporting period, decreases by 10%, and thereafter at multiples of 10%. We will notify you about such value decreases no later than by the end of the Business Day on which the relevant threshold was reached. Notifications will be sent by email.

Please refer to 'Reporting by us.' under Section B – General for further information about our periodic reporting.

8. Clients' Money and Assets.

Please refer to Section C - Your Money, Financial Instruments, and other Assets for information about how we protect and handle your money, Financial Instruments, and other assets held with us, if any, as part of the Rob-Advisory services.

Unless we agree otherwise:

(c) we will decide on your behalf in relation to any relevant corporate action (including voting) of which we are aware relating to all assets in the Portfolio; and

(d) any dividends, distributions, or other income or proceeds from assets in the Portfolio will remain in the Portfolio and be re-invested.

9. Fees and Charges.

You agree to pay our Fees and Charges for the relevant services, unless otherwise agreed in writing with you. Please refer to 'Fees, charges, and expenses.' under Section B – General for further information.

10. Dealing on a different basis to your Service Category.

This is a discretionary portfolio management service where only we can manage your Portfolio. If you give us instructions or orders to acquire or sell specific instruments, we will generally treat any such instructions or orders as a request for a Non-Advised Execution service and we will open a separate account for that service.

'Dealing on a different basis to your Service Category.' under Section B – General includes further information about how we handle orders by Robo-Advisory service clients.

11. Cancellation of the Robo-Advisory Service by you.

The Robo-Advisory service is a service intended to be provided indefinitely, until terminated or cancelled.

You may at any time cancel the Robo-Advisory services by giving us at least 3 (three) months' prior written notice.

If: (i) you do not accept a Proposal, (ii) you fail to fund your Portfolio with the Initial Investment Amount within the date specified in the Proposal, or (iii) if, due to withdrawals, the value of your Portfolio falls or would fall below the Minimum Investment Amount, we will also take this as you requesting to terminate the service.

You do not need to provide any reason for your decision. We will charge for the terminated Robo-Advisory services in accordance with our Schedule of Fees and Charges up to the date of termination of these services.

As a Robo-Advisory service client, if you terminate our management services without terminating our entire relationship, unless we are providing an additional service such as Advisory Managed or Execution Only dealing, we may treat your Investment Account as dormant and may terminate our relationship entirely in accordance with the General Rules.

If you wish to terminate the entire relationship between us, you may do so following the procedures for termination set out in the General Rules.

Glossary

Some words and phrases in the Terms (typically with initial capitalised letters) have a special meaning. This Glossary includes these words and phrases and provides their respective meanings side by side.

Unless defined otherwise, any expression with initial capital letters in these Terms has the meaning listed below:

Advisory Dealing	means the Service of providing Investment Advice as and when you ask for it, followed by, if you wish to proceed with the recommended transaction, execution services. Please refer to 'Section E – Advisory Services' for further details.
Advisory Managed	means the Service of periodically providing Investment Advice followed by, if you wish to proceed with the periodically recommended transaction or transactions, execution services. Please refer to 'Section E – Advisory Services' for further details.
Arbiter	means the Office of the Arbiter for Financial Services in Malta.
Best Execution and Order Allocation Policy	means our Best Execution Policy available here
Business Day	means a working day in Malta.
Cancellation Request	means a request to exercise a right of withdrawal during a Cooling-Off Period.
Cash Sweep	means a periodic transfer or sweep of clients' unused money balances (i.e., clients' money that is not linked to a transaction or owed to us or third parties) from the client's Investment Account into the relevant client's Payment Account with Moneybase.
CC	means us, Calamatta Cuschieri Investment Services Ltd.
CC Moneybase Group	means Calamatta Cuschieri Moneybase plc, and any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, and "any member of the CC Moneybase Group" has the same meaning.
Change Date	means the proposed start date of any amendments to these Terms.
Clause	means a clause in these Terms.
Collective Investment Scheme	means an investment fund where investments are pooled and investors receive units in the fund.

Complaints Handling Policy	means our Complaints Handling Policy available here.
Compliance Obligations	means obligations of any member of the CC Moneybase Group to comply with: (a) Relevant Laws, or international guidance and internal policies or procedures, (b) any demand from Relevant Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Relevant Laws, and (c) Relevant Laws requiring us to verify the identity of our customers.
Conflicts of Interest Policy	means our Conflicts of Interest Policy available here
Connected Person	means a person or entity whose information (including Personal Data or Tax Information) is provided by you, or on you behalf, to any member of the CC Moneybase Group or otherwise received by any member of the CC Moneybase Group in connection with the provision of the Services. In relation to a client, a Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the client, or any other persons or entities having a relationship to the client that is relevant to its relationship with the CC Moneybase Group.
Consumer	means a consumer as defined under Relevant Laws.
Leveraged Instrument or Contingent Liability Transaction	means: (a) an instrument that can increase an investor's exposure to an underlying risk, or (b) a transaction where the liability for the client exceeds or could exceed the cost of acquiring the instrument.
Control of Assets Rules	means Relevant Laws relating to the holding of clients monies and assets including the Investment Services Act (Control of Assets) Regulations (S.L. 370.05) issued under the Malta IS Act and the Civil Code's (Cap. 16, laws of Malta) provisions in relation to fiduciary obligations and assets held as subject to such fiduciary obligations.
Cooling-Off Period	means, where a right of withdrawal exists under Relevant Laws, the period of 14 (fourteen) calendar days within which to cancel the relevant contract.
Corporate Authorised Persons	means, where you are not an individual, the representatives or contact persons nominated by you.

Court	means a competent court in Malta or any other relevant jurisdiction.
Crypto-Assets	means all categories of crypto-assets as defined under MiCA, namely: (i) asset-reference tokens (“**ARTs**”), (ii) electronic money tokens (“**EMTs**”), and (iii) other crypto-assets that are not ARTs / EMTs. For the avoidance of doubt, Crypto-Assets shall not include Financial Instruments.
Crypto-Asset Execution	means the service of executing orders in relation to Crypto-Assets on behalf of clients, as permitted under MiCA. This service is always provided on a non-advised basis and without an appropriateness test, unless otherwise required under Relevant Laws.
Crypto-Asset Custody and Administration Services	means the safekeeping or controlling on behalf of clients, of Crypto-Assets or of the means of access to such Crypto-Assets, where applicable in the form of private cryptographic keys
Customer Information	means Personal Data, confidential information, and/or Tax Information relating to you or to a Connected Person (including accompanying statements, waivers and consents).
Custody Policy for Crypto-Assets	means our Custody Policy for Crypto-Assets, a summary of which is available here.
Data Protection Laws	means Relevant Laws regulating the processing of Personal Data and include EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (known as 'GDPR').
Discretionary Management	means the Service of authorising us to manage your investments or some of them on your behalf. Please refer to 'Section F – Discretionary Management' for further details.
Distance Communication Means	means any communication means or techniques to contact you (other than advertisements) that do not involve our (or our Related Parties) and your physical and simultaneous presence.
Durable Medium	means any instrument that: (i) allows you to store information addressed to you personally, in a way that allows easy retrieval of such information for a period of time suitable for the purposes for which the information is intended; and (ii) enables the unchanged reproduction of the stored information.

Eligible Counterparty	means an eligible counterparty as defined under Relevant Laws.
EU	means the European Union.
Euro	means the single currency of the EU.
European Economic Area or EEA	means member states of the EU, Denmark, Norway, and Lichtenstein.
Execution Only	means Non-Advised Execution services where we are not required under Relevant Laws to carry out an appropriateness assessment.
Fees and Charges	means the fees, charges, and expenses that we will charge you for the provision of the Services.
Financial Crime	means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or violations of, or attempts to circumvent or violate, any Relevant Laws or regulations relating to these matters.
Financial Crime Risk Management Activity	means any action we may take to meet our Compliance Obligations in connection with the detection, investigation, and prevention of Financial Crime.
Financial Instrument	means financial instruments as defined under Relevant Laws.
FOP Transfer	means a free of payments transfer.
Fractional Share	means a fraction of a whole share or other instrument up to such number of decimal places as we may from time to time decide.
Free Payment Account	means a basic and free of charge Payment Account offered from time to time by Moneybase Ltd.
General Rules	means Sections A and B of these Terms.
Glossary	means this Glossary.
Head Office	means our offices at Ewropa Business Centre, Triq Dun Karm, B'Kara- Malta.
IBAN	means an International Bank Account Number which is an account number with additional information to help banks identify that account for payments.

ICS or Investor Compensation Scheme	means the Malta Investor Compensation Scheme established under the ICS Regulations.
ICS Regulations	means the Investor Compensation Scheme Regulations (S.L. 370.09, laws of Malta).
Information Document	means the section named "Information on Investment Services" contained in the Investment Application Form and provided by us to you before execution of these Terms.
Investment Account	means the account held with us where: (a) your Financial Instruments are deposited, (b) your funds pending settlement of a buy or sell transaction are held, and (c) your Crypto-Assets once purchased on your behalf are recorded, as applicable.
Investment Advice	means a recommendation to buy, sell, or hold a financial instrument that is personalised to you.
Investment Advisor	means an employee of CC authorised to provide Investment Advice.
Investment Application Form	means your duly completed and signed account opening form requesting the provision of one or more Services as accepted by us.
Investment Platform	means our online delivery channels for our Services, specifically through the "Invest" tab in the Moneybase App and on the Moneybase Website at moneybase.com.
ISDA	means the International Swaps and Derivatives Association.
ISDA Master Agreements	means the standard contracts made available by ISDA for parties to financial derivative transactions including any supporting or security agreements.
Joint Account	means an account owned by two or more clients.
Jointly Operated Joint Account	means a Joint Account operated jointly by the account holders.
KID or Key Information Document	means the pre-contractual key information document required to be made available under Relevant Laws for certain packaged retail and insurance-based investment products (PRIIPs).
Licence	means the licence, authorisation, or other permissions from a competent regulatory authority, including any terms for such Licence.

Malta	means the Republic of Malta (Europe).
Malta IS Act	means the Investment Services Act (Cap. 370, laws of Malta).
Market Infrastructure	means market infrastructure such as clearing systems, settlement systems, dematerialised book entry systems, central securities depositories, or similar systems.
MB	means Moneybase Ltd, a member of the CC Moneybase Group.
MFSA	means the Malta Financial Services Authority. The MFSA's address is Mdina Road, Zone 1, Central Business District, Birkirkara CBD 1010, Malta (Europe). Further contact details are available on the MFSA's website at www.mfsa.mt.
MiCA	Regulation (EU) 2023/1114 on Markets in Crypto-Assets, regulatory technical standards, implementing technical standards, guidelines, recommendations and opinions issued pursuant to this regulation; the Markets in Crypto-Assets Act (Chapter 647 of the laws of Malta); and the Markets in Crypto-Assets Rulebook issued by the MFSA.
MiFiD2	means EU Directive 2014/65/EU on Markets in Financial Instruments (recast).
MiFID2 Delegated Regulation	means EU Delegated Regulation 2017/565 supplementing MiFID2.
MMF	means a money market fund, a type of Collective Investment Scheme.
Moneybase App	means the latest version of the Android OS or Apple iOS mobile application made available by CC Moneybase Group for download through the Google Play Store or the Apple App Store to access, among other things, our Investment Platform.
Moneybase Website	means Moneybase Ltd's website available at the following link: moneybase.com.
Non-Advised Execution	means the services of execution of orders or reception and transmission of orders in relation to an investment where we have not provided you with Investment Advice in relation to that transaction.
Non-Complex Financial Instruments	means non-complex financial instruments as defined under Relevant Laws.

Parties	means we and you
Payment Account	means an account made available by Moneybase Ltd to provide Payment Services.
Payment Services	means allowing cash to be deposited on a Payment Account, allowing cash withdrawals, providing cash transfer services or bill payment facilities to third parties, and other services offered from time to time by Moneybase Ltd.
Personal Data	means any data relating to an individual, from which the individual can be identified, including, without limitation, special categories of personal data (also known as sensitive personal data), name(s), residential address(es), contact information, age, date of birth, place of birth, nationality, citizenship, and personal or marital status.
Privacy Statement	means our Privacy Policy available here.
Professional Client	means a professional client as defined under Relevant Laws.
Regulated Persons	means investment firms, banks, insurers, UCITS schemes and their management companies, pension funds and their management companies, other financial institutions authorised or regulated under EU or Maltese law, national governments and their corresponding offices including public bodies that deal with public debt at national level, central banks, and supranational organisations.
Related Party	includes any member of CC Moneybase Group, and any of their respective affiliates, beneficial owners, shareholders, officers, employees, or advisers.
Relevant Authority	means any judicial, administrative, or regulatory body, any government, or public or government agency, instrumentality, or authority, any Tax Authority, securities or futures exchange, court, central bank, or law enforcement body, or any agents of them, having jurisdiction over any part of the CC Moneybase Group.
Relevant Laws	means applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the CC Moneybase Group and a Relevant Authority, or agreement or treaty between Relevant Authorities and applicable to us or a member of our group companies. In particular, Relevant Laws include, but are not limited to: (i) the Malta IS Act; (iii) MiFID2 and its

	implementing regulations (including, among others, the MiFID2 Delegated Regulation); (iv) the Regulation (EU) 600/2014 and subsequent amendments (so-called "**Markets in Financial Instruments Regulation**" or "**MiFIR**") and its implementing regulations; (v) the Regulation (EU) 596/2014 (so-called "**Market Abuse Regulation**" or "**MAR**"); (vi) the Directive (EU) 2017/828 (so called "**Shareholder Rights Directive**" or "**SRD II**"); (vii) the Regulation (EU) 648/2012 (so called "**European Market Infrastructure Regulation**" or "**EMIR**"); and (viii) Data Protection Laws; and (ix) MiCA and its implementing regulations.
Retail Client	means a retail client as defined under Relevant Laws.
Risk Disclosures Document	means the document named Trading Risk Disclosures Document" made available to you before the execution of these Terms or the provision of new Services, which forms an essential part of this agreement and is available here.
Schedule of Fees and Charges	means the document named "Schedule of Fees and Charges" made available to you before the execution of these Terms, which forms an essential part of this agreement and is available here.
Section	means a Section of these Terms. Each Section contains Clauses.
Separately Operated Joint Account	means a Joint Account operated separately by the account holders.
Service	means the investment services carried out by us in accordance with these Terms – namely Execution Services (including Execution Only), Advisory Dealing, Advisory Managed, and Discretionary Management services and the crypto-asset services carried out by us also in accordance with these Terms – namely Execution Only Services and Custody and Administration Services of Crypto-Assets and other related services, including Staking Services – in all cases as may be defined and regulated under Relevant Laws and regardless of whether they are provided at our premises or through Distance Communication Means.
Service Category	means a group or type of Services provided to a client, such as Non-Advised Execution, Advisory, or Discretionary Management. A Service Category may comprise one or more Services.
Staking Rewards	means any rewards, yield, return, distributions or other benefits that may accrue from the use of Staking

	Services, net of any fees, charges, commissions, taxes, deductions or costs.
Staking Services	means the service whereby supported Crypto-Assets are used, locked, delegated, committed or otherwise deployed in accordance with the relevant blockchain protocol, validator or network rules, whether directly or through one or more third-party providers appointed by us, in order to support network operations and where applicable, generate Staking Rewards.
Tax Authority	means domestic or foreign tax, revenue, fiscal or monetary authorities.
Tax Information	means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to your tax status (regardless of whether you are an individual or a business, non-profit or other corporate entity) and any owner, “controlling person”, “substantial owner", Connected Person, or beneficial owner of such client, that we or any other member of the CC Moneybase Group considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any CC Moneybase Group member's obligations to any Tax Authority. “Tax Information” includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).
Terms	means these terms and conditions as supplemented and amended from time to time.
Website	means our website available at the following link: www.cc.com.mt.

You should also note that, in reading the Terms (including this Glossary) and unless the context requires otherwise:

(a) the headings are only there for your convenience and will not affect the interpretation of these Terms;

(b) words in the singular include the plural and vice-versa;

(c) any reference to a law, statute, regulation, directive, regulatory rule, or similar expressions includes all provisions, subsidiary laws, regulations, or rules issued under them and will include a reference to law, statute, regulation, directive, regulatory rule, or similar, as amended, supplemented, consolidated, re-enacted, or replaced from time to time; and

(d) a reference to any party, that is you or us, shall include that party’s permitted assignees and successors in title.