



GENERAL TERMS FOR INVESTMENT SERVICES

2025 edition



These are the general terms governing the relations between Mega Equity Securities & Financial Services Public Limited and its Clients in the provision of investment and ancillary services in financial instruments (hereinafter "General Investment Terms").

Clients are required to carefully review these General Investment Terms before issuing any instructions related to investment activities or any other services governed by these Terms. By submitting an order or requesting a transaction involving Financial Instruments, the Client confirms that they have read, understood, and fully accepted these General Investment Terms.

The Client clearly acknowledges and accepts that investing in Financial Instruments (as defined below), precious metals, or currencies involves exposure to market fluctuations. Consequently, the Client may generate gains but also faces the risk of incurring losses. The Client understands that the full amount of the investment could be lost, and in some cases, losses may exceed the original investment. It is also understood that past performance does not guarantee future results.

1. Introductory Provisions

1.1. Mega Equity Securities and Financial Services Public Limited (hereinafter referred to as the "Company") is a Cyprus Investment Firm (CIF), registered under number 107394, with its registered office located at 42-44 Griva Digeni Avenue, 3rd Floor, CY-1080, Nicosia, Cyprus.

Contact Details:

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Fax: +357 22711811
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The Company is duly authorised and regulated by the Cyprus Securities and Exchange Commission ("CySEC") under license number 011/03, to provide investment and ancillary services in accordance with applicable Cypriot and European legislation.

The relationship between the Client and the Company shall be governed by the contractual documentation agreed upon between the parties from time to time, in conjunction with the applicable legal and regulatory framework. The Company provides its facilities to the Client for the execution of various types of investment orders.

Given the nature of the services provided, which may involve a high volume of transactions and require swift execution, it is essential, in the interest of legal certainty, that the mutual rights and obligations of the parties be governed by a set of general rules as outlined in these General Terms and Conditions.

- 1.2. The provision of investment and ancillary services in financial instruments and/or Sustainable Financial Instruments by the Company to the Client, including MiFID Financial Instruments under the scope of the MiFID II regulatory framework as described in the "General Terms for Investment Services", currencies in the spot or forward markets, structured deposits and precious metals, as well as provision of certain services provided to the Client by the Company for certain capital markets activities (e.g. market risk management, exchange rate, interest rates and commodity risk, credit derivatives and cash investment solutions) which relate to Financial Instruments (hereinafter such services being collectively referred to as "Investment Services"), are governed by these General Investment Terms and any other agreements or supplemental agreements or special terms agreed between the Company and the Client (hereinafter "Special Terms") (e.g. specific agreements required for certain services, such as investment advice and portfolio management). Details about the range of the Company's services and the products are available on the Company's website <https://megaequity.com/>.
- 1.3. These General Terms shall be read in conjunction with any Special Terms, supplemental agreements, or specific service-related documents forming part of the overall contractual relationship between the Company and the Client. In the event of any inconsistency or conflict between the provisions of these General Terms and those contained in any applicable Special Terms, the provisions of the Special Terms shall take precedence to the extent of such conflict, unless expressly stated otherwise.
- 1.4. The Company maintains separate General Account Terms (as defined herein) which govern the provision of services that fall outside the scope of Investment Services. The Client acknowledges that it maintains an account with



the Company and confirms that it has reviewed and understood the applicable General Account Terms. In the event of any inconsistency or conflict between the provisions of these General Investment Terms (including any Special Terms) and the General Account Terms, the provisions of these General Investment Terms and any applicable Special Terms shall take precedence, but only to the extent that the inconsistency relates to the provision of Investment Services governed by these terms.

- 1.5. These General Investment Terms replace and override any prior terms or agreements that may have previously governed the relationship between the Company and the Client in relation to the provision of Investment Services involving Financial Instruments.
- 1.6. Nothing in these General Investment Terms, nor in the provision of Investment Services by the Company, shall be construed as creating any fiduciary relationship or imposing any equitable duties on the Company or its affiliates that would restrict or prevent them from entering into transactions with or on behalf of the Client. The Company and its related parties may act as market makers, brokers, principals, or agents, and may also execute transactions with or for other clients or related entities, without being subject to any obligation that would otherwise limit their ability to conduct such activities.

2. Meaning of Terms and Interpretation

- 2.1. Unless the context otherwise requires, all capitalised terms used in these General Investment Terms shall have the meanings ascribed to them in this section, except where the context provides otherwise. These definitions apply throughout the Client Agreement, including any schedules, annexes, or Special Terms incorporated herein.

“Account Holder” means the individual or entity identified as the holder of a Financial Account. Where a person (other than a Financial Institution) holds a Financial Account on behalf of another individual or entity in a capacity such as agent, custodian, nominee, signatory, investment advisor, intermediary, or legal guardian, such person shall not be considered the Account Holder. In such cases, the individual or entity on whose behalf the account is held shall be deemed the Account Holder. For

instance, in a parent-child relationship where the parent acts as a legal guardian, the child shall be regarded as the Account Holder. In the case of a jointly held account, each joint holder is treated as an Account Holder.

“Account(s)” refers to any type of client account established with the Company, including but not limited to those governed by these General Investment Terms – such as Safekeeping Accounts and Investment Accounts – as well as any other accounts maintained under applicable Special Terms or any other agreements entered between the Client and the Company.

“Client” means any natural or legal person, including without limitation executors, administrators of estates, heirs, successors, assignees, receivers, liquidators, or trustees, who maintains one or more Safekeeping Account(s) and/or Investment Account(s) with the Company, and/or to whom the Company provides Investment Services. Where the term “Client” refers to more than one person, it shall be interpreted to include each such person individually and collectively, and all obligations of the Client shall be joint and several.

“Electronic Platform” refers to the Company’s dedicated online portal or website through which the Client may be granted access to place orders, review Safekeeping Account statements, monitor positions, and access other information or data related to the Investment Services. Use of the Electronic Platform is subject to the Client’s acceptance of the Electronic Terms outlined in Appendix 1 hereto, including, without limitation, the provisions set forth in Appendix C, “Electronic Services Addendum to the Main Agreement” of the Client Agreement.

“Investment Account” means the cash account established, maintained, and utilized by the Company for the purpose of providing Investment Services to the Client.

“Investor Profile” means the classification assigned to a Client based on the Company assessment of information collected from the Client through the completion of the Company’s relevant questionnaires (which may be updated periodically). This profile is determined by applying a predefined set of rules and scoring methodologies, including assessments of the Client’s Appropriateness and Suitability, in



accordance with the criteria outlined in the [“Client Categorisation Notice”](#).

“Investment Services Application” means the application form, or relevant parts thereof, completed and signed by the Client to request the provision of Investment Services by the Company, which includes, among other things, the Client’s acknowledgment of receipt and acceptance of these General Investment Terms.

“Main Decision Maker” has the following meaning:

1. In situations where the Client comprises a group of individuals who are joint holders of Investment Account(s) and Safekeeping Account(s), the term “Main Decision Maker” shall refer to a single authorized representative appointed by the joint account holders. This representative is empowered to submit trading instructions to the Company, accept any investment proposals provided by the Company under the investment advice service, and communicate on behalf of all joint holders any relevant information concerning their collective financial situation, risk tolerance, investment objectives, and Sustainability Preferences as agreed among the co-holders. For the avoidance of doubt, it is expressly acknowledged that the “Main Decision Maker” may be a person or entity other than any of the joint co-holders.

For the purposes of suitability assessment and/or target market checks and specifically:

- for the financial situation among the underlying co-holders, to disclose/update the Company with the information on the weakest financial situation among the co-holders, which is subject to further internal checks per Company’s procedures.
- for risk tolerance, to disclose/update the Company with the information on the weakest willingness towards risk.
- for the investment objectives among the underlying co-holders (for which the Company policy requires the co-holders to agree them and declare them to the Company), to

disclose/update the Company with the information on the agreed common investment objectives of the underlying co-holders, for Safekeeping Account(s).

- for the Sustainability Preferences among the underlying co-holders (for which the Company policy requires the co-holders to agree them and declare them to the Company), to disclose/update the Company with the information on the agreed common investment objectives of the underlying co-holders, for Safekeeping Account(s).
- 2. In cases where the Client is a legal entity, the term refers to a single authorized representative designated by the legal entity to provide the Company with information on the Client’s financial situation, risk tolerance, investment objectives, and Sustainability Preferences on behalf of the Client.

“Safekeeping Account” means an account maintained by the Company in which the Client’s Financial Instruments are recorded and held.

“Member State” means a country member of the European Union.

“Durable Medium” means any instrument which enables the Client to store information addressed personally to the Client, in a way accessible for future reference and for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

“Commission Delegated Regulation” means the Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive.

“CySEC” means the Cyprus Securities and Exchange Commission.

“Directive DI144-2007-02” means the Directive DI144-2007-02 of the Cyprus Securities and Exchange Commission for the



professional competence of Investment Firms and the natural persons employed by them as this may, from time to time be amended, replaced, expanded or re-enacted.

“Directive DI87-01” means the Directive DI87-01 of the Cyprus Securities and Exchange Commission for the Safeguarding of Client Assets, Product Governance Obligations and Inducements as this may, from time to time be amended, replaced, expanded or re-enacted.

“Sustainability Factors” refer to environmental, social, and employee-related matters, respect for human rights, as well as anti-corruption and anti-bribery issues.

“Sustainable Financial Instrument” means a financial instrument that has been designated by its issuer or producer, in whole or in part, as an “environmentally sustainable investment” within the meaning of Article 2(1) of Regulation (EU) 2020/852, or as a Sustainable Investment.

“Sustainable Investment” means an investment in an economic activity that contributes to an environmental objective, as measured by relevant indicators such as resource efficiency in energy use, renewable energy, raw materials, water and land consumption, waste production, greenhouse gas emissions, biodiversity preservation, and the promotion of a circular economy. It also includes investments that contribute to social objectives, such as addressing inequality, fostering social cohesion, social integration, labour relations, human capital development, or supporting economically or socially disadvantaged communities. Such investments must ensure they do not cause significant harm to any of these objectives and that the investee entities adhere to good governance practices, particularly concerning sound management structures, employee relations, staff remuneration, and tax compliance.

“Sustainability Preferences” means the Client’s expressed choices regarding whether, and to what extent, one or more of the following types of Financial Instruments are to be incorporated into their investment portfolio:

(a) Financial Instruments for which the Client specifies a minimum proportion to be invested in environmentally sustainable investments as defined in Article 2(1) of Regulation (EU) 2020/852;

(b) Financial Instruments for which the Client specifies a minimum proportion to be invested in Sustainable Investments;

(c) Financial Instruments that take into account principal adverse impacts on Sustainability Factors, where the Client defines the relevant qualitative or quantitative criteria evidencing such consideration. The headings of the paragraphs in these General Investment Terms are included solely for convenience and shall not affect the interpretation or construction of these Terms.

2.2. Words expressed in the singular shall include the plural, and vice versa. References to natural persons shall be deemed to include legal persons, and vice versa.

2.3. Unless the context otherwise requires, references to any gender shall be construed as including all genders.

2.4. References to any agreement (including, without limitation, these General Investment Terms) or document shall be deemed to include such agreement or document as amended, supplemented, replaced, or restated from time to time, and any related or ancillary agreements or documents.

2.5. All references to paragraphs or sections in these General Investment Terms are to the corresponding paragraphs or sections of this document.

2.6. References to any law, regulation, directive, or rule shall be construed as including any amendments, re-enactments, replacements, extensions, or consolidations thereof from time to time in force.

3. Account Opening, Signatory Authority, Corporate Approvals, and Information Disclosure

3.1. At the commencement of the Client relationship, the Client shall provide the Company with accurate and complete identification details, (e.g. name/company name, address/registered office, residence, nationality, civil status, profession) by providing official identification documents, their tax status and the origin of the assets to be deposited with the Company and will provide all information required by the Company in order to be able to determine the Client’s risk profile and



the Client's knowledge in Financial Instruments. Individuals may be requested to provide proof of legal capacity and authority. Corporate and other legal entities are required to submit their constitutional or corporate documents, relevant authorizations designating representatives, and any additional documentation deemed necessary by the Company, all in a form and substance acceptable to the Company and compliant with its internal policies and procedures.

3.2. Individuals and legal entities shall supply all documentation requested by the Company from time to time for the identification of the Client and the beneficial owner(s) of the account, in accordance with applicable laws and regulations, including information related to the tax status of the beneficial owner(s).

3.3. The Client guarantees the accuracy and completeness of all information provided to the Company and authorizes the Company to act based on such information. The Company may rely on this information, and the Client agrees to hold the Company harmless and indemnify it against any liabilities arising, directly or indirectly, from the Client's failure to provide complete or accurate information.

3.4. The Client guarantees the accuracy and completeness of all information provided to the Company and authorizes the Company to act based on such information. The Company may rely on this information, and the Client agrees to hold the Company harmless and indemnify it against any liabilities arising, directly or indirectly, from the Client's failure to provide complete or accurate information.

3.5. The Company reserves the right to request, at the outset or at any time during the provision of Investment Services, any identification or additional documentation it deems necessary to fulfill its legal and regulatory obligations. Should the Client fail to provide such documentation in a timely manner, or if the Company reasonably suspects that the Client or any related party is involved in money laundering, terrorist financing, or transactions subject to sanctions, the Company is authorized to block the Client's Investment Account and Safekeeping Account, liquidate the Client's positions, and close the accounts without incurring any liability for any

direct or indirect losses suffered by the Client as a result

3.6. In the event that no formal account relationship is established, or if the Investment Account or Safekeeping Account is closed, the Company shall dispose of any assets held or otherwise in accordance with applicable law.

3.7. The Client undertakes to notify the Company in writing without delay of any changes to the identification information previously provided, including any changes to personal, corporate, or contact details.

3.8. The Client shall submit to the Company a specimen of their signature and, where applicable, the signatures of their legal representatives or authorised signatories. The Company shall be entitled to rely exclusively on such specimens, irrespective of any entries in commercial registers or other official publications.

3.9. In the event that the Company executes a transaction based on a document bearing an authentic or forged signature of the Client, without having identified the forgery or fraudulent use of the signature, the Company shall not be liable for any resulting loss or required to reimburse any assets so disposed of, unless such action resulted from the Company's gross negligence or willful misconduct in verifying the authenticity of such documents. In such cases, the transaction shall be deemed valid and properly authorised by the Client. The Company shall bear no responsibility for any fraudulent use of the Client's signature by third parties, whether the signature is genuine or forged.

3.10. The Company shall only be bound by actions or commitments made by its duly authorised representatives.

3.11. The Client may appoint one or more agents to act on their behalf in dealings with the Company. Any powers of attorney or relevant authorisations must be provided in writing and formally deposited with the Company. Unless otherwise agreed, such authorisations shall remain valid until the Company receives written notice, delivered by registered mail, that a legal or contractually agreed event of termination has



occurred – even where such event has been officially published.

- 3.12. The Company reserves the right to refuse to act on instructions received from any representative, agent, or other third party, on grounds related exclusively to that person, as if the instructions had been given by the Client directly.
- 3.13. The Company shall not be required to verify the accuracy or completeness of the data or information provided by the Client and accepts no liability in this regard, except in cases of gross negligence or willful misconduct.
- 3.14. Any amendment to the information provided by the Client must be communicated to the Company immediately and in writing. The Client shall bear sole responsibility for any damage resulting from the provision of false, inaccurate, outdated, or incomplete information. Where the Company is required to verify the authenticity, validity, or completeness of documents received from, or delivered on behalf of, the Client – or to translate such documents – it shall only be liable in the event of its own gross negligence or willful misconduct.

4. Client Categorisation

- 4.1. The Client shall be subject to the business conduct rules governing the relationship between the Company and the Client as an investor, based on the Client's categorisation as communicated by the Company following the completion of the Investment Services Application by the Client. The applicable business conduct rules for each client category, pursuant to the relevant legal framework, are set out in the [“Client Categorisation Notice”](#).
- 4.2. The Client hereby acknowledges and confirms having read and understood the client categorisation information described in the [“Client Categorisation Notice”](#). The Client may, in accordance with applicable law, submit a written request to be exempted from the application of the business conduct rules applicable to its current investor category or to be reclassified to another category, subject to assessment and approval by the Company. Details on investor categorisation, possible category changes, and the implications and protections associated therewith are outlined in

the “[Client Categorisation Notice](#)”. The submission of such a request does not automatically result in the Client being subject to the rules applicable to the requested category. Any change in categorisation is at the sole discretion of the Company and is subject to the Company's internal policies and procedures. The Client bears the burden of proof to demonstrate that it or its authorised representative meets the criteria required for the requested change in investor categorisation.

- 4.3. The Client is obliged to promptly notify and keep the Company informed of any changes to its personal data, financial status, or any other circumstances that may affect its categorisation or Investor Profile at any time.

5. Accounts

- 5.1. All cash, funds, and monetary amounts delivered by the Client to the Company for the purpose of acquiring Financial Instruments, or representing proceeds from the sale or disposal of Financial Instruments, or otherwise held by the Company on behalf of the Client for any reason or purpose whatsoever, shall be deposited and maintained in one or more accounts opened:
 - in the name of the Client; or
 - in the name of the Company for the account of the Client, with a duly authorised credit institution or investment firm, as may be determined by the Company and agreed with the Client from time to time.
- 5.2. The Client acknowledges and accepts that such accounts may be omnibus accounts, in accordance with applicable legal and regulatory provisions, and subject to the relevant risks associated with such arrangements.
- 5.3. By executing the Client Agreement, the Client expressly and irrevocably authorises the Company to proceed, without further notice or consent, to make any deposits into or withdrawals from the clients account(s) for and on behalf of the Client. Such authority shall include, without limitation, withdrawals and transfers made:



- for the settlement of transactions executed pursuant to the Client Agreement;
- for the payment of any fees, commissions, charges, taxes, or other expenses payable by or on behalf of the Client to the Company or to any third party; and
- for any other purpose directly related to the provision of Services under this Client Agreement.

5.4. The Client acknowledges that the Company shall maintain appropriate records of all such transactions and shall provide relevant account statements in accordance with applicable law and regulatory requirements.

5.5. In the event that the Company ceases to provide Investment Services to the Client and/or the contractual framework governing the provision of such services is terminated, the Company shall be entitled to close the Investment Account upon written notice to the Client at the Client's last known address. Upon such closure, any funds standing to the credit of the Investment Account shall be transferred to an account in the Client's name held with another credit institution.

5.6. The Company reserves the right, at its sole discretion and without prior notice to or consent of the Client, to set-off any amounts held in the Client's Investment Account or any other account maintained by the Client with the Company, against any outstanding obligations of the Client towards the Company.

6. Mailing Instructions and Asset Handling

6.1. Unless otherwise agreed in writing, the Company shall dispatch all communications and documents to the Client by electronic means (such as email or through the Company's Electronic Platform), by ordinary post, or by a combination thereof. Any written communication shall be deemed duly delivered in the ordinary course of transmission, provided it is sent to the most recent address (physical or electronic) provided by the Client and duly recorded by the Company. It is the Client's responsibility to notify the Company promptly and in writing of any change to their contact details.

6.2. If any correspondence is returned to the Company marked as undeliverable, unknown

recipient, or addressee no longer at the indicated address, the Company shall be entitled to retain such correspondence along with any future correspondence until the Client provides updated address details in writing. In the absence of such notification, the Company reserves the right to block the Client's Safekeeping Accounts and/or initiate termination of the Client relationship in accordance with the relevant provisions of these General Investment Terms.

7. Client Instructions, Communications, and Supporting Evidence

7.1. All communications or notifications between the Company and the Client shall be made via email or other durable medium, including (where applicable) through the Company's Electronic Platform, provided the Client has access to such platform and is notified via email where required. In cases where email is the designated method of communication:

- (i)** If the Company is the recipient, the Client shall send communications to the following email address: <https://megaequity.com/>
- (ii)** If the Client is the recipient, the Company shall send communications to the Client's most recently updated email address, as notified to the Company by the Client.

In addition to email and the Electronic Platform, the Company may accept or initiate communications through other methods depending on the nature of the notification, including written correspondence (e.g., postal mail), telephone (including recorded calls), fax or other secure electronic means, provided that the Company is, in its sole discretion, satisfied with the identity of the person submitting the instruction.

Where required by applicable legislation, or at the Company's discretion, communications may also be provided in paper format.

In the context of order execution for transactions in Financial Instruments, Clients may place instructions via the Company's Electronic Platform (if applicable) or via email. Additional communication methods may be accepted, subject to the Company's agreement

and internal procedures, depending on the nature of the Client's request.

The Company and the Client agree to maintain appropriate records of all communications and instructions exchanged between them. Such records shall constitute sufficient evidence of the communications and shall be retained either for the duration agreed between the parties or, in the absence of such agreement, for the period required under applicable law.

7.2. Unless otherwise expressly agreed, instructions from the Client shall only be accepted during the Company's normal business hours. Execution of such instructions will be subject to the completion of the Company's internal verification and processing procedures. The Client acknowledges and accepts the internal processing times applicable to each product class, as outlined in the "[Order Execution Policy](#)", and understands that further internal or external procedural requirements may apply, in accordance with the terms and conditions of the relevant market. The Company may, at its sole discretion, accept instructions submitted outside its business hours; however, it provides no assurance that such instructions will be processed immediately or at all during such times. In cases where the Company agrees to accept instructions via alternative means – such as orally or via a method other than the Client's designated email address – only the document prepared or recorded by the Company shall be deemed conclusive evidence of the instruction. Such document shall be timestamped (electronically or manually) to reflect the time of receipt. The Company shall only act on instructions that are submitted by or bear the signature(s) of the person(s) duly authorised to operate the relevant Investment Account and issue instructions for Investment Services, in accordance with the authorised signatory rules on file. To avoid duplication or confusion, any written confirmation of an oral instruction must expressly reference the prior oral communication. The Company reserves the right to refuse to act on any instruction if it has concerns regarding the identity of the instructing party, the validity of the instruction, the identity of the beneficiary, or for any other legitimate reason.

7.3. The Client acknowledges and accepts the inherent risks associated with instructions or

communications transmitted via facsimile or electronic mail, including the potential for errors, misinterpretation, fraud, or unauthorised access or modification of message content and/or signatures. The Company shall not be liable for any such risks unless resulting from its own gross negligence or willful misconduct.

7.4. The Client agrees that the Company's records and account statements shall constitute conclusive evidence that the transactions stated therein were executed in accordance with the Client's instructions. The Client further accepts full responsibility for any losses or consequences arising from fraud, miscommunication, or errors relating to the transmission or interpretation of instructions – unless the Client is able to demonstrate that such fraud or error was committed by the Company or its employees.

7.5. Subject to applicable laws, any reproduction or record maintained by the Company – including microfiche, microfilm, or computerised data – shall have the same evidentiary value as original written documents, unless the Client can provide written proof of equal or superior evidentiary value to the contrary.

7.6. The Client and the Company expressly agree that, where necessary or appropriate, the Company may establish proof of any communication, instruction, or transaction by any means legally admissible in commercial matters, including but not limited to testimony or sworn statements (affidavits).

7.7. The Company reserves the right to suspend execution of any instruction or transaction if it considers the information provided by the Client to be incomplete, inaccurate, or otherwise insufficient. Execution may resume once the necessary clarifications or additional information have been provided to the Company's satisfaction. The Company shall not be liable for any delay or loss arising from such suspension.

8. Recordings of telephone/ mobile conversations or of any other electronic communications

8.1. The Client acknowledges and expressly accepts that the Company is legally obliged to record telephone, mobile phone, and other electronic communications that result, or may result, in



transactions in Financial Instruments. In addition, the Company may, at its discretion, record such communications in other instances, including but not limited to those relating to the provision of Investment Services. The Client further agrees that all such recordings may be used by the Company as evidence in the resolution of any disputes, and – subject to applicable laws and regulations – may be admissible in legal or regulatory proceedings with the same evidentiary value as written documents. These recordings shall be retained by the Company for a minimum period of seven (7) years, or for a longer period as may be required under applicable legal or regulatory frameworks. Upon written request, and where relevant, the Client may obtain access to copies of such recordings that pertain to its transactions or communications with the Company.

8.2. The Client is solely responsible for ensuring that all instructions given to the Company are clear, complete, accurate, and unambiguous in order to avoid miscommunication or operational errors.

9. Fees, Charges, Taxes and Commissions

9.1. The Company shall invoice its services to the Client in accordance with the applicable fee schedule and the nature of the transactions involved. The Client undertakes to pay all interest, fees, charges, and other amounts due, including costs incurred by the Company for opening, operating, and closing the Investment Account, as well as for the provision of Investment Services. The Client shall also bear expenses related to the dispatch of mail, telecommunication, research fees, and other charges incurred by the Company in legal or administrative proceedings against the Client. Furthermore, the Client is responsible for custodial fees, brokerage fees, and other charges related to the custody of assets and execution of orders by the Company, its correspondents, or other natural or legal persons acting on behalf of the Client.

9.2. The Company reserves the right to amend Appendix B of the Client Agreement unilaterally at any time during the term of this Agreement. Any such amendment shall be effective upon notification to the Client and shall not affect the remaining provisions of the Client Agreement. The Company shall provide the Client with all necessary disclosures regarding costs and

charges in accordance with applicable law and regulatory requirements, including the Commission Delegated Regulation (EU) 2017/565. Additional information may be provided upon written request by the Client.

9.3. The Company's relevant fee schedule, as updated from time to time and subject to the provisions of Article 9.4, is permanently available for inspection at the Company's premises. Where legally permissible, the Company may also publish its fee schedule on its internet website. In such cases, the Client will be informed electronically of the website address and the specific location of this information online. The Client may request information about fees applicable to a proposed transaction at any time. By conducting transactions with the Company, the Client is deemed to have accepted the applicable fee schedule unless explicitly agreed otherwise.

9.4. For the avoidance of doubt, the Company shall comply with all obligations relating to the notification of fees and charges, including any ex ante and ex post notification requirements under applicable laws.

9.5. The Client shall pay or reimburse the Company for all taxes, duties, and charges, whether existing or imposed in the future by local or foreign authorities, that are paid by or for which the Company may be held liable in relation to transactions executed by the Company in providing Investment Services. The Company is authorized to debit any such amounts from any of the Client's accounts, including the Investment Account, regardless of the settlement date of the original transactions.

9.6. Where income or gains arise on non-US assets subject to withholding tax under local law, the withholding tax will be applied by the local custodian at the applicable domestic rate in force at the time of payment. The Client is responsible for applying directly to the relevant tax authorities for any refund of withholding tax. If the local custodian holds Client assets in a nominee capacity, tax reclaim requests may be unsuccessful in certain jurisdictions due to local procedures.

9.7. The Client may be required by law to withhold or deduct tax from amounts payable to the Company. In such cases, the Client must increase



the payment so that the net amount received by the Company equals the full amount that would have been received absent such withholding or deduction. The Client is responsible for paying any withheld or deducted tax to the relevant tax authorities.

9.8. The Company may charge the Client Value Added Tax (VAT) where it is required to do so under the applicable legal and regulatory framework. The Client shall provide the Company with its local VAT number upon request.

9.9. The Client hereby expressly authorises the Company to debit any amounts directly from any account maintained by the Client with the Company. In the event that the Client does not maintain an account with the Company, or the account lacks sufficient funds, the Company shall be entitled to debit such amounts to a temporary account, until full settlement is effected.

10. Client's Representations, Warranties and Undertakings

10.1. The Client shall ensure that in all dealings with the Company, it complies with all applicable legal, regulatory, and other obligations incumbent upon it, including but not limited to its tax obligations in the jurisdictions where the Client is liable to pay taxes in relation to assets deposited with or managed by the Company. The Client shall bear full responsibility for any consequences arising from failure to comply with such obligations, including any financial or criminal sanctions. The same obligations apply to the beneficial owner of any Account (including the Investment Account) held with the Company. The Client is advised to seek appropriate legal or professional advice if uncertain about its obligations. Should the Client require specific reporting or information from the Company to fulfill these obligations, it must promptly notify the Company. The Client also acknowledges that, due to laws with extraterritorial effect, the Company may be required to disclose the Client's or beneficial owner's identity to local or foreign authorities (including tax authorities) or third-party custodians/sub-custodians.

10.2. Without limiting the foregoing, the Client undertakes to provide the Company with all documentation and information necessary for the Company to comply with its legal obligations and reporting requirements, including under FATCA

and CRS regulations. The Company may make such reports without prior notice or consultation with the Client. The Client represents, warrants, and undertakes to notify the Company whether it qualifies as a US Person and/or foreign tax resident, as well as to provide any other FATCA/CRS-related information reasonably requested. The Client also agrees to inform the Company promptly of any changes that may affect the Company's FATCA/CRS reporting obligations. The Client shall indemnify and hold the Company harmless against any losses or liabilities arising from the Client's failure to provide required information or documentation.

10.3. Notwithstanding the above, the Client acknowledges that in certain cases it or its authorized representatives may have independent obligations to report, disclose transactions, or make declarations to relevant authorities under applicable laws and regulations. In such instances, the Company has no obligation and shall not report on behalf of the Client.

11. Account Statements

11.1. The Client must promptly notify the Company of any errors, discrepancies, or irregularities identified in account statements, documents, correspondence, or other communications issued or made available by the Company. This obligation also applies to any undue delay in the receipt of such communications. Unless a written objection is received by the Company within thirty (30) calendar days from the date of dispatch or availability of such documents, the contents therein will be deemed accurate, accepted, and approved by the Client, subject to the provisions set out in below Clauses under section "Account Statements".

11.2. After the thirty (30) calendar day period referenced in above clause, all information, figures, and transactions detailed in the aforementioned documents shall be considered final and binding. The Client shall forfeit any right to contest or dispute such transactions or entries, whether directly or indirectly. This clause applies to all operations involving Financial Instruments, including but not limited to fund transfers, investments, and the purchase or sale of securities.

11.3. For the avoidance of doubt, any asset valuations included in documents provided by the Company

are strictly indicative. They do not constitute confirmations or representations by the Company regarding the actual market or financial value of such assets.

11.4. The Company reserves the right to rectify any material errors by making the appropriate adjustments in its records, with the correct value date applied.

12. Management Duties and Information Provided by the Company

12.1. Unless expressly provided under a mutually agreed and contractually binding portfolio management and/or discretionary asset management agreement, the Company assumes no responsibility for managing the Client's assets or liabilities. In particular, and subject to the below, the Company is under no obligation to inform the Client of potential losses arising from market fluctuations, changes in the value of assets or liabilities held with the Company, or any other circumstances that may negatively affect those assets or liabilities, except where disclosure is required by applicable legal or regulatory obligations.

12.2. In cases where the Company is engaged under a portfolio management and/or discretionary asset management mandate, it will notify the Client when the total value of the managed portfolio, assessed at the beginning of the reporting period, decreases by 10%, and subsequently at each 10% decrement thereafter. Such notifications will be provided no later than the close of the Business Day on which the threshold is exceeded or, if exceeded on a non-Business Day, by the close of the next Business Day. The Company shall not be required to notify the Client where such depreciation results from withdrawals of cash or Financial Instruments initiated by the Client.

12.3. Where the Client has been classified as a retail client and the Client's account includes positions in leveraged financial instruments or contingent liability transactions, the Company shall inform the Client, where the initial value of each instrument depreciates by 10 % and thereafter at multiples of 10%. Where applicable, the Parties hereby agree that reporting under this paragraph may not be on an instrument-by-instrument basis. Such reporting shall take place no later than the

end of the business day in which the threshold is exceeded or, in a case where the threshold is exceeded on a non-business day, the close of the next business day.

12.4. Valuation reports and information on the performance of the Client's portfolio shall be provided periodic statements to the Client at least quarterly (or as agreed).

12.5. Where the Company, either spontaneously or at the Client's request, provides guidance or expresses views regarding asset management outside the scope of a formal investment advisory agreement, it shall use reasonable efforts in doing so. However, the Company shall only be liable in cases of gross negligence or willful misconduct. Such statements or views are not to be interpreted or relied upon as formal investment advice unless otherwise expressly agreed in writing.

12.6. The Client acknowledges and accepts that, where permitted by applicable laws and regulations, the Company may provide certain information – such as details regarding the Company, Financial Instruments, safeguarding of client assets and funds, costs and charges, and the Company's order execution policy – exclusively via its official internet website. The Client will be electronically informed of the website address and the specific location where such information is made available. By signing the Investment Services Application, the Client expressly agrees to these General Investment Terms and commits to regularly consulting the Company's website. Where required by law, the Company shall also notify the Client electronically of any updates or changes to this information, including the updated website address and location of the modified content.

13. Dissemination of Publicly Available Information

13.1. Where the Client expressly requests to receive publicly available information ("Information") relating to categories of investment products or opportunities, the Company may, at its discretion, provide such Information from time to time. This Information will be based on publicly available data and third-party sources that the Company reasonably believes to be reliable, accurate, and complete. However, the Company does not undertake to verify, and cannot guarantee, the accuracy, completeness, or timeliness of such



Information. The selection of which public announcements or materials to communicate is entirely at the Company's discretion. The Company provides no assurance that such communications are exhaustive or will be updated, and makes no representations or warranties regarding the underlying sources or data. Any figures, projections, or opinions included in such communications are subject to change without prior notice.

13.2. The provision of such Information shall not be interpreted as a solicitation or offer to buy or sell any Financial Instrument, nor does it constitute investment advice, a recommendation, or investment research. Any subsequent orders placed by the Client in relation to such Information will be processed on an Execution-Only basis, and the Company will carry out only an Appropriateness Assessment in accordance with applicable regulations. No Suitability Assessment, target market analysis, or evaluation of sustainability preferences will be performed. This Information is not intended for use in any jurisdiction where its dissemination or use would contravene applicable laws or regulations, including, without limitation, the United States.

13.3. Investing entails risks. The Client is advised to carefully review the most recent available prospectuses, offering documents, or other relevant disclosures (where applicable), and to consult all the relevant Policies provided with the Client Agreement, together with the [Risk Disclosures](#). The Client should also review the Company's General Terms for Investment Services, which outline relevant risks and potential conflicts of interest.

13.4. The Company may be involved in multiple roles relating to the Financial Instruments referred to in such communications. These roles may include acting as advisor, underwriter, or otherwise participating in transactions involving such securities. The Company, its clients, officers, shareholders, and employees may hold positions or execute transactions in these instruments. While the Company has taken appropriate steps to identify, avoid, or manage conflicts of interest, it cannot warrant the complete absence of such conflicts. The Information provided will not have been reviewed or approved by any regulatory authority.

13.5. **Conflict of Interest Statement:** the Company may have a direct or indirect interest in issuers of Financial Instruments, including investment firms, foreign investment entities, or certificate/bond issuers with which the Company maintains commercial relationships for remuneration. The Client acknowledges and accepts the potential for such interests to exist.

14. Compliance with Legal and Regulatory Requirements

14.1. All transactions executed on behalf of the Client shall be governed by, and subject to, the laws, rules, regulations, directives, circulars, decisions, customs, and market practices applicable to:

- the Cyprus Stock Exchange,
- the Athens Stock Exchange,
- any other regulated market, multilateral trading facility (MTF), or organised trading facility (OTF) in which the Company conducts transactions on behalf of the Client,
- the Cyprus Securities and Exchange Commission (CySEC), and
- any other competent regulatory authority or self-regulatory body having jurisdiction over such transactions or the Company's activities.

This also includes all legislation and regulatory requirements governing the establishment, licensing, and ongoing operation of investment firms and the provision of investment and ancillary services, as such may be amended, supplemented, or replaced from time to time.

14.2. Without prejudice to any other provisions of these Terms, the Client acknowledges and agrees that Company may take any actions or refrain from acting, as it reasonably deems necessary or appropriate, in order to ensure compliance with its obligations under applicable legal and regulatory frameworks, as well as established market practices. Such actions may include, without limitation, the disclosure, reporting, or public dissemination of information relating to the Client, the Investment Services provided to the Client, and/or the Financial Instruments associated with those services.

14.3. Disclosures may be made to any competent regulatory authority, trading venue, execution venue, or other relevant third party as required by:



- applicable law or regulation,
- contractual obligations with such venues, or
- obligations imposed on execution venues to make transaction details public in accordance with prevailing legal requirements.

14.4. Where Company requires specific information from the Client to comply with such obligations, the Client shall promptly provide such information within the timeframes specified by Company. The Company may make such disclosures without prior notice to the Client and shall not be obliged to provide explanations where, in its reasonable opinion, doing so would be contrary to applicable legal or regulatory requirements, including those related to anti-money laundering (AML) and counter-terrorist financing.

14.5. The Client accepts that Company shall not be liable for any direct or indirect loss, damage, or expense arising from any such action or inaction taken in accordance with this clause, except where such loss is the result of Company's proven gross negligence or willful misconduct.

15. Breach of Obligations of Client

15.1. The Client shall deposit with the Company, prior to the execution of any order, all funds necessary for the execution of such order or deliver any Financial Instruments required for sale by the Company in connection with the Client's order. Should the Client fail to fulfill these obligations, the Company shall have the sole discretion to refrain from executing, partially execute, set aside, or cancel the relevant order in whole or in part.

In the event that the Company executes the Client's order notwithstanding the Client's failure to meet the aforesaid obligations, the Client shall be immediately liable to:

- deposit the purchase price of the Financial Instruments, in the case of a purchase, or
- deliver the Financial Instruments, in the case of a sale,

as well as to pay the Company's applicable fees, duties, commissions, and any other related expenses. Failure to do so shall place the Client in default automatically, without any further notice. The Client shall be responsible for any

loss, including loss of profit, sustained by the Company as a result of such delay.

15.2. Furthermore, the Company shall be entitled to debit any amount due from the Client from the Client's account(s) held with the Company or any temporary account, without prejudice to any other rights of set-off, lien, or attachment to which the Company is entitled under applicable law or contract.

15.3. All property, assets, Financial Instruments, or funds that come into the possession of the Company on behalf of the Client, or over which the Company assumes disposal or control on behalf of the Client, shall be subject to the Company's right of lien. Accordingly, the Company shall be entitled to withhold delivery of any such assets to the Client or to any other person acting on the Client's behalf until the Client has fulfilled all outstanding obligations towards the Company.

15.4. For the purposes of this clause, all transactions between the Client and the Company shall be deemed to be governed by these General Investment Terms. The Company shall not be liable for any loss or damage caused to the Client or to any third party resulting from the exercise of its right of lien or from any other lawful action taken to satisfy its claims against the Client, including any claims that are future, contingent, or otherwise.

15.5. The Parties agree that in the event the Company executes a transaction on behalf of the Client for which the Client's account balance with the Company is insufficient to cover the full cost, the Client shall immediately pay the difference between the account balance and the total transaction cost. Without limiting the Client's obligation to pay such difference, the Parties acknowledge that the Company shall have the following rights:

1. To sell, liquidate, or otherwise dispose of any Financial Instruments or other property assets of the Client held or controlled by the Company for any reason, applying the proceeds in whole or in part toward satisfying the outstanding difference. In the event multiple assets or Financial Instruments are available, the Company shall have sole discretion to determine the order and priority of liquidation.



2. To withhold any amounts in cash, property assets, or Financial Instruments managed or held by the Company in any capacity.
3. To exercise, to the extent permitted by applicable law, a right of set-off without the Client's prior consent, by applying any amounts held to the credit of the Client against any amounts owed by the Client to the Company, including the right to combine or consolidate any accounts the Client maintains with the Company.
4. For the purposes of this clause, the balance of the Client's account with the Company may include any loans, credits, credit facilities, or margin extended by the Company to the Client, subject to a separate written agreement between the Parties specifically governing such facilities. The provisions of the Client Agreement shall apply to the extent they do not conflict with such separate agreement. The Company may provide such loans, credits, or margin facilities only where permitted by applicable law and relevant regulatory provisions, including the Commission Delegated Regulation.

15.6. The Client shall be liable to bear all costs and expenses incurred by the Company in connection with the management, safeguarding, and any liquidation of the Client's property assets or Financial Instruments. This includes, without limitation, all legal fees, administrative costs, and any other related expenses.

15.7. The Company shall have the right to withhold performance of any of its obligations under the Client Agreement for as long as it maintains any claims against the Client, whether such claims are due, future, or contingent, regardless of whether they arise from the same or any other transaction related to the Client Agreement.

15.8. The Company shall be entitled to charge interest on any debt owed by the Client which has become due and payable, at such rate as determined by the Company from time to time in accordance with its prevailing policy and to the extent permitted by applicable law.

15.9. The Client shall indemnify and fully reimburse the Company promptly upon demand for any losses, damages, costs, or expenses incurred by the

Company as a result of any acts or omissions by the Client, the Client's Authorised Representatives, or Attorneys.

15.10. If the Client owes any amount to the Company, whether due, overdue, or contingent, the Company may require the Client to provide as security such property assets or Financial Instruments as the Company reasonably deems necessary. The value of such security shall correspond to the percentage of the amount owed as specified by the Company, provided that this is permitted by applicable law. The Client shall promptly execute all necessary documents and take any actions required to grant and perfect such security interests in favor of the Company.

16. Use of Third Parties, Affiliates, and Disclosure

16.1. In the course of executing the Client's instructions, the Company may rely on the services of third parties. The Client acknowledges and accepts that, in such cases, the terms, conditions, and customary practices applicable between the Company and such third parties (including general or special terms), as well as any conditions binding the third parties themselves – particularly those relating to trading platforms – shall also apply to the Client. Transactions may only be executed through the Investment Account and/or the Safekeeping Account held by the Client with the Company, and these accounts must maintain sufficient cover, whether in cash, Financial Instruments, unless the Company has expressly granted the Client a credit limit.

16.2. The Company reserves the exclusive right to determine the manner and method by which transactions in Financial Instruments are to be settled. Transactions executed on a net basis shall reflect prevailing market prices and shall incorporate all applicable duties, taxes, brokerage fees, charges, and other expenses. Company shall credit the Client's Investment Account or Safekeeping Account (as applicable) with the relevant value date only after the Financial Instruments from the transaction have been actually and irrevocably received by Company. Where transfers or remittances are made in favour of the Client through intermediary accounts maintained by the Company with its correspondents, sub-custodians, or clearing institutions, such funds or assets shall only be



deemed to belong to the Client once they have been fully credited to Company's account with the respective intermediary. The same principles shall apply to any transfers received by the Company on behalf of the Client. Any prior notification to the Client – such as a note of transfer or an account statement reflecting a credit entry – shall not alter the value date of the transaction, even where no specific qualification is mentioned in such notice. The Company reserves the right to block or withhold credited amounts in the Client's account until final settlement and clearance has occurred. Where the Company entrusts third parties with the execution of transactions, and subject to Company's compliance with the legal and regulatory framework to which it is subject, Company's liability shall be limited solely to the careful selection and appointment of such third parties.

16.3. In certain jurisdictions, laws applicable to transactions involving Financial Instruments, or similar rights may, under exceptional circumstances, require the disclosure of the identity and holdings of the direct or indirect holders or the beneficial owners of such assets. This includes, without limitation, applicable legislative provisions in the Republic of Cyprus. Failure to comply with such disclosure requirements may result in the restriction or blocking of the relevant Financial Instruments – e.g., the suspension of voting rights, the non-payment of dividends or other entitlements, and the inability to transfer or otherwise dispose of the Financial Instruments.

16.4. The Client hereby expressly authorises the Company to disclose, at its sole discretion, without delay and without prior notice to the Client, the identity and holdings of the Client and/or the beneficial owner where such disclosure is required under applicable national or foreign legislation. The Company shall not be liable for any damages or losses the Client may suffer as a result of such disclosures.

16.5. In the event of Company's insolvency, Financial Instruments held by the Company on behalf of Clients are, under current applicable law, treated as safeguarded assets and do not form part of Company's insolvency estate. However, insolvency proceedings may result in delays in the restitution or transfer of such assets back to the Client.

16.6. If, during insolvency proceedings, the quantity of a specific type of Financial Instrument available for restitution is insufficient, each Client holding such Financial Instruments will bear a proportionate share of the resulting shortfall – except where such loss can be fully covered by identical Financial Instruments owned by the Company.

17. Dividends, Corporate Actions, and Ownership Rights

17.1. The Company shall not be responsible for the collection of any dividends, distributions, or other income derived from the Client's Financial Instruments ("Income"), unless custody services are expressly provided to the Client. The Client shall be solely responsible for exercising any voting rights attached to its Financial Instruments.

17.2. Without prejudice to the above, where the Company receives any Income on behalf of the Client, such Income shall either:

- be collected by the Client from Company's offices following notification of availability, and/or
- be credited to the Client's Investment Account with Company,

unless the Client provides alternative written instructions. If the Client requests the Income to be dispatched, the Company shall do so under the applicable terms, and the Client shall bear full responsibility for such dispatch.

17.3. The Client acknowledges and agrees that it is solely responsible for being aware of and monitoring all rights, conditions, and terms relating to its Financial Instruments held in its account, including but not limited to expiry or termination dates, exercise or conversion periods, and any corporate actions. Such Financial Instruments may include, without limitation, rights issues, bonus issues, warrants, voting rights, convertible instruments, bonds, shares, securities subject to tender offers, exchange offers, or other corporate events.

17.4. The Company shall bear no obligation, responsibility, or liability whatsoever to inform, remind, or otherwise notify the Client of any such rights or events, including but not limited to expiration, acquisition, or exercise dates. The



Company shall not undertake or be deemed to have undertaken any action or responsibility in respect thereof unless it has received clear, specific, and written instructions from the Client which have been expressly accepted and confirmed in writing by the Company.

17.5. The Company shall not forward information, proxies, or notices for shareholders' or bondholders' meetings, nor exercise any related voting rights, unless required to do so by regulatory obligation, or explicitly instructed to do so in writing by the Client, who agrees to bear all associated costs.

17.6. In the case of payments due on partially paid Financial Instruments, the Company is authorised, unless expressly instructed otherwise, to debit the relevant amount from the Client's account. In the absence of such instructions, the Company may act at its sole discretion in a manner it deems to be in the Client's best interests, without incurring any liability, except in cases of gross negligence or willful misconduct.

17.7. The Company shall not be responsible for claiming tax credits under any applicable double taxation treaties, unless expressly instructed to do so in writing by the Client. Any such claims shall be made in the name of and at the sole cost and risk of the Client.

17.8. For the avoidance of doubt, any communication or reminder that may be voluntarily provided by the Company in relation to any Financial Instrument or corporate action shall be deemed to be provided on a good faith and non-reliance basis, and shall not, under any circumstances, be construed as the provision of Investment Advice, nor shall it give rise to any duty of care or any contractual, legal, or fiduciary obligation on the part of the Company. The Client shall remain solely and fully responsible for all decisions and actions related to its Financial Instruments, and for any losses, claims, or liabilities that may arise as a result of failure to act in a timely or informed manner.

18. Extraordinary Events

18.1. The Company shall not be liable for any loss, damage, or delay arising from political, economic, or other exceptional circumstances that disrupt, disorganise, or interrupt – either wholly or

partially – the services of the Company or any of its domestic or foreign correspondents, sub-custodians, or clearing institutions. This applies even where such circumstances do not constitute force majeure (acts of God), and includes, without limitation, disruptions to telecommunications systems or similar infrastructure failures. Furthermore, the Company shall bear no responsibility for damages arising from the effects of legislative changes, emergency measures taken by public authorities, war, civil unrest, revolutions, natural disasters, strikes, lockouts, boycotts, picketing, or similar events – regardless of whether the Company is directly involved or only partially affected by such occurrences.

18.2. The Client authorises the Company to block any of the Client's accounts or to take such other measures as the Company deems appropriate in the following circumstances:

- upon receipt of an extrajudicial objection or claim by a third party concerning the Client's assets;
- where required by court order or by the instructions of any governmental or competent authority;
- where the Company, acting reasonably, considers it necessary to comply with applicable legal or regulatory obligations or with contractual obligations toward counterparties;
- where the Company has been informed, even unofficially, of actual or alleged unlawful conduct by the Client or the beneficial owner of any Client account;
- or where there is a third-party claim or legal interest over assets held by the Client with the Company.

18.3. The Client's personal circumstances – including but not limited to family or marital status – shall not be enforceable against the Company. In the event of the Client's death or legal incapacity, all business relations with the Company shall continue until written notification is provided to the Company by registered mail, effective as of the first Business Day following actual receipt of such notice. Alternatively, notification may be deemed received if the Company is officially informed of the Client's death. Upon confirmation of the death of an individual Client or of all holders of a Joint Account, the relevant Investment Account and Safekeeping Account shall be frozen and operated solely in accordance



with paragraph 16.4, pending closure. These General Investment Terms shall continue to bind the estate of the deceased until such accounts are fully closed. Until such notice is received, the Company shall not be held liable for any administrative or transactional activities undertaken in good faith. The Company reserves the right to request additional documentation to verify the Client's death or incapacity.

18.4. Persons authorised to act on behalf of a deceased or incapacitated Client – other than in the case of Joint Accounts or where otherwise provided by law – shall succeed the Client in all dealings with the Company, subject to submission of appropriate legal documentation. Such documentation must be in a form and substance satisfactory to Company and may include, but is not limited to, probate, letters of administration, or other evidence of authority. The Company reserves the right to withhold action until sufficient evidence of authority is provided. In the absence of probate, Company may, but is not obligated to, accept instructions from representatives of the deceased's estate, provided the Company is reasonably satisfied with their authority. In such cases, the Company may require indemnity undertakings or additional assurances as it deems appropriate before acting on those instructions.

19. End of Relationship and Withdrawal Procedures

19.1. The Company and the Client may, at any time and without being required to provide any justification, terminate all or part of their business relationship by giving written notice via registered mail. Termination shall take effect after a notice period of thirty (30) calendar days from the date of dispatch of such notice.

19.2. Upon termination of the Client Agreement, the Company shall, as soon as reasonably practicable, arrange for the delivery to the Client or to the Client's designated order of any funds, Investments, or Financial Instruments held in the Company's possession on behalf of the Client. Notwithstanding the foregoing, the Company shall retain all rights to settle any outstanding obligations owed by the Client to the Company under the Client Agreement, including, without limitation, the right to sell any such Investments or Financial Instruments as may be necessary to satisfy any unpaid amounts due from the Client.

19.3. Notwithstanding the general termination provisions above, the Company may terminate its relationship with the Client immediately and without notice or further formalities in any of the following events:

1. The death of the Client;
2. The filing of a petition or issuance of a judgment or order for the winding up, liquidation, or bankruptcy of the Client;
3. The Client entering into any composition, arrangement, or agreement with its creditors;
4. The Client engaging in malicious conduct, gross negligence, fraud, or the use of fraudulent means in relation to the execution of the Client Agreement;
5. The Client's failure or refusal to fully perform or comply with any of its obligations under the Client Agreement;
6. The Client's failure to provide the Company with any information or documentation necessary for the Company's compliance with its legal and regulatory obligations, including but not limited to laws related to anti-money laundering and counter-terrorist financing;
7. The Company having reasonable suspicion of the Client's involvement in money laundering or terrorist financing activities;
8. A requirement imposed by any competent authority;
9. The Client becoming, directly or indirectly, subject to sanctions or restrictive measures imposed by the European Union, any other jurisdiction, or any international organization or body;
10. Any applicable law or regulation requiring termination of the Client Agreement, or if necessary for the Company to comply with its legal or regulatory obligations;
11. The revocation of any Power of Attorney granted by the Client as referred to in clause "Power of Attorney and other Documents" of the Client Agreement.

19.4. Upon such immediate termination, all outstanding obligations of the Client toward the Company shall become immediately due and payable. The Client shall be obligated to pay to the Company, without limitation, the following:

- Any outstanding fees and charges due to the Company;
- Any additional expenses incurred or to be incurred by the Company as a direct or

indirect consequence of the termination of the Client Agreement;

- Any losses sustained by the Company in connection with the arrangement, settlement, or fulfillment of any outstanding obligations under the Client Agreement.

20. Single Relationship, Set-off, and Default

20.1. All transactions between the Client and the Company are considered part of a single, consolidated relationship, regardless of the nature of the transaction or the specific account(s) involved. All Client accounts with the Company, and any related instructions or operations, shall be treated collectively rather than independently.

20.2. Unless explicitly stated otherwise, all Client accounts – irrespective of their type, currency, interest terms, or other characteristics – are subject to the Company's General Account Terms, even if such accounts are maintained separately for administrative or accounting purposes.

20.3. The Client agrees that all amounts owed by the Company to the Client, and all obligations owed by the Client to the Company, are mutually interdependent. The Company reserves the right to suspend or withhold its performance of any obligations if the Client fails to meet any of their obligations under this relationship.

20.4. If the Client fails to pay, or is reasonably considered likely to default on, any due or maturing payment obligation, the Company may, at its discretion, declare all outstanding obligations of the Client – regardless of original maturity – to be immediately due and payable, without prior notice.

20.5. The Company reserves the right to set off any debts owed by the Client to the Company – without the requirement of prior notice – against the Client's assets held with the Company. Such set-off shall be carried out at the market value of the relevant assets at the time of the offsetting and in such order of priority as the Company deems appropriate.

20.6. Debit balances on the Client's accounts may be settled without notice or formalities by setting them off against assets or credit balances of any parties – whether directly or indirectly connected

to the Client, whether jointly and severally, indivisibly, or otherwise liable to the Company.

20.7. To facilitate the above rights, the Client grants the Company an irrevocable authority to carry out any transactions deemed necessary to offset debit balances in one account against credit balances in another, at any time and without requiring further consent or action from the Client.

20.8. Additional Rights in the Event of Default

20.8.1. In the event of non-fulfilment by the Client of any obligations towards the Company, the Company shall have a right of lien over any property or assets held or controlled by the Company on behalf of the Client. This includes, without limitation, financial instruments, cash, and other property in the custody or control of the Company, or over which the Company holds a disposal mandate. This right shall be enforceable subject to applicable law and any rights the Client may have as a retail or professional client under regulatory protections. The Company may, therefore, refuse to deliver such assets to the Client or to any party acting on the Client's instructions until all outstanding obligations have been satisfied. The Company shall not be liable for any loss, damage, or expense incurred by the Client or any third party as a result of the exercise of such lien or any other lawful enforcement mechanism undertaken to secure or recover Company's claims, whether existing, future, or contingent.

20.8.2. Subject to applicable law and without prejudice to other provisions within these Terms or Company's General Account Terms, the Company may set off any amounts due from the Client – whether under these General Investment Terms or any other agreement – against any amounts owed by the Company to the Client. This applies regardless of whether such obligations are current, future, or contingent, and irrespective of the currency involved. In cases where obligations are in different currencies, the Company is authorised to convert amounts at its then-prevailing spot exchange rate for the purpose of effecting such set-off.

20.9. The Client agrees that in the event the Company executes an order based on the Client's instructions, and for any reason the

relevant transaction is not covered by the available balance in the Client's Investment Account with the Company, the Client shall be obligated to **immediately deposit sufficient funds to the Company – no later than within 24 hours** of such execution – to cover all fees, costs, charges, and expenses associated with the execution of the order and/or transaction. Until such amounts are fully settled, and for as long as adequate corresponding funds are not available in the Investment Account, the Client shall be considered in immediate default without the need for further notice and shall be liable for any resulting losses to the Company, including, but not limited to, loss of profit.

20.10. Without prejudice to any other provisions in these General Investment Terms, the Company shall have the right to debit any amount due in relation to any order or transaction – including interest and applicable charges – with or without exercising its right of set-off (as described herein), and in the appropriate currency. Alternatively, at Company's discretion, the equivalent amount may be debited in another currency, converted at the then-applicable market rate, as reasonably determined and communicated by the Company in good faith. Such debits may be made to:

- the Client's Investment Account;
- any temporary account created or maintained by the Company for such purpose; and/or
- any other account held by the Client with the Company.

20.11. In addition to, and without limiting, the Client's obligation to cover any shortfall as described in Section "Additional Rights in the Event of Default", the Client acknowledges and agrees that the Company reserves the following rights (but shall not be obligated to exercise them):

- To withhold any funds, Financial Instruments, or other property assets held or controlled by the Company in any capacity or manner;
- To sell or otherwise liquidate any Financial Instruments of the Client held or controlled by the Company, and to apply the proceeds, in full or in part, towards covering any outstanding amounts. Where multiple instruments or assets are held, the Company shall have sole discretion to select which assets to liquidate;

- To set off, without further notice or prior authorisation from the Client, any amounts held on account for, or credited to, the Client against any obligations the Client owes to the Company. The Company may also combine any accounts of the Client in accordance with its General Account Terms. Furthermore, the Company may set off any matured obligation of the Client against any matured obligation of the Company, irrespective of the place of payment or currency. In cases of differing currencies, the Company may convert the relevant amounts at a prevailing market exchange rate in the ordinary course of its business;

- To terminate, cancel, reverse, or close any open transaction or position, or to enter into an offsetting transaction, or take any other action deemed appropriate to reduce or extinguish any amounts outstanding or obligations undertaken on behalf of the Client.

20.12. If the Client owes any amount to the Company – whether such amount is currently in arrears – the Company shall be entitled to require the Client to deliver, as security for Company's claims, additional Financial Instruments or other property assets acceptable to the Company. The value of such security must be at least equal to the percentage of the outstanding amount as specified by the Company. To this end, the Client agrees to execute any necessary documentation and take all necessary actions to properly establish and perfect such security in favour of the Company.

20.13. Without prejudice to any other rights granted under the Client Agreement or applicable law, the Company reserves the right to refuse to process or execute any order or transaction under the Client Agreement for as long as the Company has any outstanding claims against the Client, whether such claims are due, current, future, or contingent.

20.14. Subject to the provisions of these General Investment Terms and Company's General Account Terms, and for the purpose of securing any claims against the Client, the Company is entitled to take legal action to sell, liquidate, or otherwise dispose of the Client's Financial Instruments – either in whole or in part – without the Client's consent, and whether such assets are held directly by the Company or through a

third party. Furthermore, the Company shall have a lien over:

- All amounts deposited in the Client's Investment Account(s); and
- All Financial Instruments held or controlled by the Company on behalf of the Client;

to the extent that any fees, costs, or other expenses remain due and payable by the Client to the Company.

20.15. It is expressly agreed that all Client assets, guarantees, and sureties – whether provided in relation to a specific transaction or for the purpose of covering a debit balance in any sub-account – shall also secure the debit balances of all other sub-accounts and any other account maintained by the Client with the Company.

20.16. Each of the Client's sub-accounts shall, if in debit, bear debit interest individually, as applicable under Company's standard interest terms.

20.17. Any remission, settlement, or conventional relief of debt granted by the Company to any joint debtor of the Client shall not discharge or reduce the Client's obligations towards the Company. The Client shall remain fully liable for the entire outstanding amount.

20.18. Pledge of Assets and Security Interest

Subject to any protections to which the Client may be entitled under applicable law – based on their classification as a retail or professional client (which shall prevail in the event of any inconsistency with the provisions herein) – the Client hereby pledges in favour of the Company all Financial Instruments and cash claims (including but not limited to term deposits and current account balances), whether held now or deposited in the future with the Company, and regardless of currency.

Such pledged assets shall serve as security for all present and future obligations of the Client to Company, including obligations related to principal, interest, fees, costs, or liabilities arising from loans, overdrafts, forward transactions, counter-guarantees, or other arrangements.

Where Title Transfer Financial Collateral Arrangements (TTFCAs) are involved, the Company will adhere to the applicable legal and regulatory requirements based on the Client's

MiFID classification. For clarity, the Company does not engage in TTFCAs with retail clients. In all cases where collateral is held under TTFCAs for professional clients or eligible counterparties, the Company shall comply fully with the relevant legal and regulatory obligations.

20.19. Consent and Risk Acknowledgement – Title Transfer Collateral Arrangements

In the case of any TTFCAs and in accordance with **Article 15 of EU Regulation 2015/2365** (on transparency of securities financing transactions and reuse), the Client hereby:

- (a) consents to Company's right to use collateral provided under a security collateral arrangement; and
- (b) confirms that the Client has read and understood the associated risk disclosures, including the risk that under TTFCAs, ownership of the assets transfers to the Company, and therefore, in the event of Company's insolvency, the Client shall rank as an unsecured creditor in respect of such assets.

20.20. Offsetting of Incoming Third-Party Funds

In relation to any cash amounts received from a third party for the benefit of the Client, the Company shall be entitled to use such amounts – at the value determined by the Company – to offset any outstanding payment obligations of the Client towards the Company.

20.21. Realisation of Collateral Upon Default

In the event that the Client defaults on any payment due to the Company as of the due date, the Company shall be entitled – without any requirement for prior formal notice – to realise or liquidate any Financial Instruments, foreign exchange positions, or other property of any kind held on behalf of the Client. The proceeds of such realisation may be applied directly to settle any amounts due to the Company by the Client.

20.22. Liability for Losses and Early Termination

The Client shall be fully liable for any losses incurred by the Company as a result of such realisation. If the Company is required to liquidate a term deposit or any other time-bound financial arrangement prior to its maturity, it shall do so under the most favourable market conditions available. The



Client acknowledges and agrees that the Company shall not be liable for any loss of opportunity or other financial impact arising from such early termination. Whenever reasonably possible, the Company shall inform the Client of such transactions or actions taken under this clause.

20.23. Termination Rights Due to Credit Risk

Subject to a formal notice of termination of the relationship with the Client, the Company reserves the right – at any time – to demand repayment of any credit facilities previously extended to the Client, terminate any collateral arrangements, guarantees, or sureties granted in the Client's favour, or cancel any credit lines, if the Company reasonably believes that the financial condition of the Client or of any party financially linked or affiliated with the Client may compromise the timely and complete fulfilment of the Client's obligations.

20.24. Failure to Provide Required Guarantees

If the Client fails to comply with any such request within the specified timeframe, the Company may, at its discretion, deem the business relationship with the Client to be terminated. In such a case, the Company reserves the right to cover short positions by executing the necessary market purchases, at the Client's expense.

21. Foreign Exchange

21.1. Any currency conversion required for the execution of an order or any transaction carried out by the Company pursuant to or in connection with the Client Agreement may be effected by the Company at such time, in such manner, and at such exchange rate as the Company shall determine, in its sole and absolute discretion. The Client expressly acknowledges and agrees that all risks arising from such currency conversions, including but not limited to the risk of loss due to exchange rate fluctuations, shall be borne solely by the Client.

21.2. Without prejudice to the generality of the above clause and in the event the Client fails to fulfill any of its obligations as set out in Section "Fees, Charges, Commissions and other Expenses" of the Client Agreement, the Company shall be entitled to debit any account maintained by the Client with the Company with the relevant amount in the currency of the transaction.

Alternatively, and at the Company's absolute discretion, the Company may debit the equivalent amount in a different currency in which the Client maintains an account with the Company, using the spot exchange rate as determined by the Company at the time of conversion.

22. Custody and Safekeeping

22.1. Appointment as Custodian

Upon the Client's request, the Company may agree to act as custodian for Financial Instruments. It is expressly agreed that the Company shall have no obligation to insure any deposited item, unless specifically agreed in writing with the Client.

22.2. Right to Refuse Deposits

The Company reserves the right to refuse any part or all of the Financial Instruments offered for safekeeping by the Client, without obligation to provide any reason.

22.3. Custody Receipts

The Company shall issue non-transferable custody receipts for all deposited Financial Instruments. These receipts may not be pledged or assigned, and are for record-keeping purposes only.

22.4. Withdrawals and Custody Charges

Reasonable advance notice is required for any withdrawal request. Custody fees are calculated in accordance with Company's then-applicable fee schedule.

22.5. Charges, Commissions, and Broker Fees

The Company shall be entitled to calculate and debit from the Client's Investment Account:

- its own fees, commissions, and custody charges;
- charges levied by any correspondents or brokers involved in safekeeping or transactions, all in accordance with customary market rates, as they become due.

22.6. Limitation of Liability

The Company shall not be held responsible for:

- imperfections or defects in the Financial Instruments deposited;
- losses arising from conditions not attributable to Company's gross negligence or fraud.

22.7. Investment Risk and No Duty to Advise

The Company is under no obligation to:

- verify the quality or risk associated with any transactions,
- provide warnings, or
- offer investment advice to the Client regarding investment decisions.

All forfeitures, losses, or adverse outcomes resulting from the failure to exercise rights associated with deposited Financial Instruments shall be borne solely by the Client.

22.8. Scope of Custodian Responsibilities

As custodian or sub-custodian of Financial Instruments, the Company assumes no obligations beyond those expressly stipulated in these General Investment Terms.

22.9. Omnibus Accounts and Associated Risks

The Client acknowledges that:

- Financial Instruments held on the Client's behalf by the Company with a third-party sub-custodian may be pooled with those of other clients in an omnibus account.
- As a result, the Client may not have title to specific instruments, but will instead be entitled to receive or have transferred a proportional quantity of instruments of the same type and value.
- The Client accepts that such pooling exposes them to settlement and operational risks arising from the transactions of other clients.

In the event of a **shortfall or unrecoverable loss** in an omnibus account, the Client may be subject to **pro-rata sharing of losses** with other affected clients.

The Company shall be liable in its capacity as custodian or sub-custodian only in cases of gross negligence or willful misconduct. Where Financial Instruments are held with third-party custodians, Company's liability is limited in accordance with these Terms.

22.10. Liability for Loss of Financial Instruments

If any Financial Instruments are lost due to Company's fault, Company's liability shall be limited to:

- the replacement of identical instruments, or
- if replacement is not feasible, refund of the value as of the date of the Client's request for delivery or sale.

22.11. Custody-Only Services

There may be instances where the Company provides the Client solely with custody services in respect of certain Financial Instruments. In such cases, brokerage and/or portfolio management services related to those instruments will be provided by a separate person or entity (hereinafter referred to as the "Third Party").

23. Order and Transaction Statements

23.1. Where, for the purposes of the Commission Delegated Regulation and Directive DI144-2007-02, information is required to be provided in a Durable Medium, and where providing such information in that format is appropriate to the context of the business relationship between the Company and the Client, the Client hereby elects – pursuant to Article 3(1) of the Commission Delegated Regulation and paragraph 4(1) of Directive DI144-2007-02 – to receive such information by electronic communication at the email address specified above.

23.2. When the Company executes an order or transaction on behalf of the Client it shall promptly provide a transaction confirmation in writing (or via another durable medium, including electronic means) detailing the key aspects of the transaction either directly to the Client or to a designated representative nominated in writing by the Client. The confirmation may include details of any amounts to be credited or debited to the Client's account, which shall become immediately payable upon demand by the Company.

23.3. The settlement date of each transaction shall be specified in the respective contract note or transaction confirmation. Settlement is subject to the Company or its appointed agent receiving all necessary documentation, financial instruments, investments, and/or funds. In the event of any conflict, the terms set out in the contract note or transaction confirmation shall prevail.

23.4. The Client may access account statements electronically at any time, subject to the availability and functionality of the Company's electronic systems. The accuracy and completeness of such statements shall remain



subject to the terms and conditions of the Client Agreement. The Client acknowledges that it is their responsibility to regularly review such statements and promptly notify the Company of any discrepancies in accordance with the provisions set out herein.

- 23.5. Where the Company holds financial instruments or funds on behalf of the Client, it shall provide the Client with a statement, in a Durable Medium, at least once per year, detailing the financial instruments or funds held – unless such information has already been included in another periodic statement provided to the Client.
- 23.6. Any objections by the Client regarding any item included in the information provided must be submitted to the Company in writing within fifteen (15) days from the date the Client was informed. If no such objection is received within this period, the Client shall be deemed to have accepted all items contained in the said information.
- 23.7. The Client may submit to the Company in writing his objection as to the execution or non-execution or the manner of execution of the transaction carried out for his account within two (2) business days from the date of confirmation. Failure of the Client to act as above shall prevent the Client from raising any objection, contestation or dispute with respect to the transaction executed for his account.
- 23.8. The Company may, from time to time, receive market reports that are delayed, revised, or contain inaccuracies in relation to transactions that have been executed, cancelled, delayed, or not executed. The Client acknowledges and accepts that any reports or statements previously issued by the Company may be adjusted to reflect the accurate status of such transactions following final settlement. The Company shall not be held responsible for any such modifications or for any consequences resulting from the reliance on preliminary or incorrect information received from the market.
- 23.9. The Client acknowledges that all communications and information shall be sent to the most recently updated contact details provided by the Client to the Company. It is the sole responsibility of the Client to ensure that such contact information remains current and

to promptly notify the Company of any changes. The Company shall not be held liable for any consequences arising from the Client's failure to update their contact details in a timely manner.

24. Indemnity / Limitation of Liability

- 24.1. Except in cases of proven gross negligence, willful misconduct, or fraud on the part of the Company, the Client agrees to indemnify and hold harmless the Company, its directors, employees, and representatives against any and all claims by third parties, as well as any losses, liabilities, costs, or expenses incurred by the Company arising from any act or omission of the Client or its authorised representatives. Furthermore, the Client shall indemnify and hold the Company and its directors, employees, and representatives harmless from any claims, damages, obligations, costs, or expenses incurred by the Company or any third party as a result of the receipt, transmission, or execution of the Client's orders.
- 24.2. The Company shall not be liable for any loss of opportunity resulting in an increase in the value of the Client's Financial Instruments, nor for any decrease in their value, regardless of the cause – except where such loss or decrease is directly attributable to proven willful neglect or fraud by the Company, its directors, employees, or representatives.
- 24.3. Where the Company has issued a warning to the Client that a proposed transaction is inconsistent with the Client's Investor Profile, the Company shall bear no liability if the Client chooses to proceed with the transaction despite such warning. The Client must clearly indicate their decision to proceed – whether through explicit confirmation or continued use of the Company's electronic platform following the warning. The Company reserves the right, at its sole discretion and in compliance with applicable regulatory requirements, to refuse to execute transactions that trigger such warnings.
- 24.4. The Company does not guarantee or warrant any specific outcome, result, or profitability in relation to any investment, order, or transaction executed or processed on behalf of the Client, whether initiated by the Client or the Company.



24.5. The Company shall not be held liable for any failure to act where, in its reasonable opinion, such action would breach any applicable laws, regulatory requirements, or established market practices to which the Company is subject. In the event of any conflict between these General Investment Terms and the Company's legal or regulatory obligations, or prevailing market practices, the Company shall act in a manner it reasonably considers necessary to ensure compliance. Any such action shall not constitute a breach of contract by the Company.

24.6. The Client expressly acknowledges, agrees, and confirms that all transactions executed by the Company based on instructions provided by the Client and/or any authorised third party are carried out solely at the Client's own initiative, discretion, and risk.

25. Assignment of Duties – Outsourcing / Delegation – Representatives

25.1. The Company shall be entitled to appoint representatives to perform administrative, operational, or other ancillary services in order to facilitate the proper performance of its obligations under the Client Agreement. In making such appointments, the Company shall act in good faith and exercise due skill, care, and diligence in the selection, engagement, and supervision of such representatives.

25.2. The Company shall further be entitled, upon providing prior written notice to the Client detailing the scope and nature of the outsourcing or delegation, to outsource or delegate any of its obligations or functions under the Client Agreement to any associate, affiliate, subsidiary, or third party. In doing so, the Company may disclose to such parties such information relating to the Client and/or the Client's Portfolio as may be necessary for the performance of the delegated duties. The Company shall remain fully liable to the Client for the performance of any outsourced or delegated function, and such delegation shall not relieve the Company of any of its responsibilities under the Client Agreement.

25.3. Any associate, affiliate, representative, or third party to whom duties are outsourced or delegated must satisfy the relevant competence and regulatory requirements under applicable laws and regulations.

26. Power of Attorney and Other Documents

26.1. The Client undertakes to execute any and all documents which the Company may reasonably consider necessary or appropriate for the provision of the Services under the Client Agreement. Such documents may include, without limitation, powers of attorney authorizing the Company to act on behalf of the Client for the purposes of executing the Client's instructions. Any such power of attorney shall form an integral part of the Client Agreement and shall remain in force unless revoked in accordance with the terms of the Client Agreement and applicable law.

27. Authorised Representative – Attorney

27.1. In the event that the Client wishes to appoint a third party to manage, on the Client's behalf, any Financial Instruments or to otherwise act in relation to matters governed by the Client Agreement, the Client shall notify the Company in writing of the identity of such third party (hereinafter referred to as the "Authorised Representative" or "Attorney"). The Company shall be entitled to transact or otherwise engage with the Authorised Representative only upon presentation of a valid power of attorney granted by the Client, in a form and substance satisfactory to the Company, in its sole and absolute discretion.

Until and unless the Company receives written notice from the Client of the revocation of such authority, any action taken by the Company pursuant to instructions received from the Authorised Representative shall be deemed binding upon the Client, and the Client shall be fully liable for all consequences arising therefrom.

27.2. The Company reserves the right to determine, from time to time and at its sole discretion, the format, content, adequacy, and completeness of any authorisation provided by the Client in relation to the appointment of an Authorised Representative.

Where the Client is a legal entity, the term "Authorised Representative / Attorney" shall also include any individual duly authorised by a resolution of the Client's appropriate governing body or under a duly executed power of attorney to act on behalf of the Client.



27.3. Any instruction or order submitted to the Company by an Authorised Representative or Attorney duly appointed pursuant to the provisions of this clause shall be deemed to have been issued by the Client personally. The Client acknowledges and accepts full responsibility and liability for any such instructions or orders and for all consequences arising therefrom, including but not limited to any financial or legal obligations incurred.

27.4. In the event the Client, as the registered holder of Financial Instruments, is acting in the capacity of authorised representative or attorney of a third party – whether or not such third party has been disclosed to the Company – the Company shall consider the Client to be acting solely in the Client's own capacity and for the Client's own account. Such third party shall not be considered a Client of the Company under any circumstances, whether directly or indirectly, and the Company shall have no responsibility, obligation, or liability toward such third party.

28. Amendments

28.1. The Company reserves the right to amend or introduce new provisions to these General Investment Terms and/or all the relevant Policies provided with the Client Agreement, together with the [Risk Disclosures](#), at any time, particularly in response to changes in the legal or regulatory framework governing fluctuations in financial market conditions, without limitation. In the event of such amendments or additions, the Company shall promptly notify the Client, specifying the relevant provisions being modified or added, along with the content of those changes. Where permitted or required by law, this information may be communicated via the Company's official website, in which case the Client shall be informed electronically of the website address and the exact location where the information can be accessed. The Company also reserves the right to deliver such notifications in paper form, at its discretion.

28.2. Unless the Client submits a written objection to the Company within thirty (30) days of the date of such notification, the proposed amendments or additions shall be deemed accepted by the Client. Should the Client object to the changes, they shall have the right to terminate the provision of Investment Services by the

Company with immediate effect and without penalty.

29. Data Protection

The Company, acting as the Data Controller, collects and processes Personal Data of the Client and/or any Beneficial Owner(s) in accordance with the provisions of EU Regulation 2016/679 (GDPR) and Law 125(I)/2018 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (collectively referred to as the "Data Protection Legislation").

The collection and processing of such Personal Data is necessary for the establishment, maintenance, and proper administration of the relationship between the Company and the Client, and for compliance with legal and regulatory obligations to which the Company is subject.

The Client and/or Beneficial Owner(s) have the right to decline the provision of Personal Data. However, failure to provide such data may result in the Company being unable to enter into or continue the business relationship, as certain data is essential for regulatory compliance and service delivery.

29.1. Processing of Personal Data in Relation to Investment Services

In order to comply with its legal and regulatory obligations, the Company may be required to process Personal Data, including sensitive categories of data, relating to the Client – whether the Client is a natural person or a legal entity. This also applies to individuals acting on behalf of the Client, such as representatives, authorised signatories, or members of management, in connection with the provision of Investment Services in Financial Instruments. The Company processes such Personal Data on the basis of its legal obligations, as well as its legitimate interests, which include but are not limited to:

- Administering and improving its services and operations;
- Ensuring compliance with applicable laws and regulations;
- Preventing fraud, money laundering, and financial crime;
- Managing risk and ensuring the integrity of its systems and services.



The key aspects of Personal Data processing for the purposes of providing Investment Services are outlined herein and apply in addition to the Company's general data protection practices as described in its Privacy Disclosure, which is available for review and download on the Company's official website at <https://megaequity.com/legal-privacy-policy>.

29.2. Disclosure of Personal Data

Except as otherwise provided in these General Investment Terms and the Company's Privacy Disclosure, the Company does not disclose any Personal Data provided by the Client to third parties, unless:

- The Client has provided prior consent; or
- Such disclosure is required or permitted by applicable law or regulation.

The Company may disclose or make available the Client's Personal Data, including that of any Beneficial Owner(s) or authorised representatives, to the following categories of recipients:

- i. Regulatory, supervisory, judicial, or other competent authorities, where required to do so by law, regulation, or court order;
- ii. Third-party service providers engaged by the Company for the purpose of delivering the Services requested by the Client or fulfilling the Company's legal obligations.
- iii. Other third-party service providers used by the Company for operational, administrative, communication, or information security purposes;
- iv. Any third party where such disclosure is:
 - (a) based on the Client's explicit consent; or
 - (b) justified by the legitimate interests of the Company or the third party, provided such interests do not override the data subject's rights and freedoms;

The Company shall notify the Client of any personal data breach, or any breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data, without undue delay and, in any event, no later than 72 hours after becoming aware of such breach.

29.3. Transfers Personal Data to territories outside the European Economic Area

Where the Company transfers Personal Data to countries or territories outside the European Economic Area (EEA) that are not recognised by the European Commission as ensuring an adequate level of data protection, the Company shall ensure that appropriate safeguards are in place, including but not limited to the implementation of Standard Contractual Clauses approved by the European Commission or other legally acceptable data transfer mechanisms.

The Processor shall provide the Company with all information reasonably necessary to demonstrate compliance with the GDPR and other applicable data protection laws.

The Processor shall ensure the security of the Personal Data it processes and shall comply with all applicable laws and regulations concerning the appointment of sub-processors. The Processor shall implement appropriate measures to assist the Company in fulfilling the rights of the Client under applicable data protection legislation. Furthermore, the Processor shall assist the Company in obtaining any necessary approvals from relevant authorities, where required.

At the conclusion of the relationship, and at the Company's discretion, the Processor shall either return or securely destroy all Personal Data, except where retention is mandated by European Union or Member State law.

Where a Client or their authorised representative provides the Company with Personal Data relating to a third party, it is the Client's sole responsibility to:

- Obtain that third party's prior consent;
- Inform the third party of the purposes for which the data is being collected and processed; and
- Inform the third party of the potential disclosure of their Personal Data as required by law or under this clause.

29.4. Data Security, Retention, and Telephone Recording

The Company is committed to safeguarding the confidentiality, integrity, and security of the Personal Data and information provided by the Client or on the Client's behalf. Appropriate



technical and organisational measures are implemented to ensure that Personal Data is processed lawfully, securely, and solely for the purposes outlined in this document and the Company's Privacy Notice. The Company stores and processes Personal Data in both electronic and non-electronic formats. Data may reside in physical files, secured digital systems, and software applications used for operational and regulatory purposes.

In accordance with applicable legal and regulatory requirements, the Company is obligated to monitor and record all telephone communications between the Client (or any person acting on the Client's behalf) and the Company, including communications with its officers, employees, agents, or associates. The Company may use mechanical or electronic means to capture and store such recordings, which may be used as evidence of instructions or other interactions in the context of the provision of Investment Services.

Such recordings are retained for a minimum period of seven (7) years, or for a longer period where required for the fulfilment of legal or contractual obligations to which the Company is subject.

The Client acknowledges and expressly authorises the Company, where applicable, to complete and submit statistical declarations to the Central Company of Cyprus for any direct foreign investments in the Republic of Cyprus, in line with the applicable regulatory requirements. Furthermore, the Company reserves the right to disclose Client information to competent authorities or other third parties in accordance with any applicable legislation or regulation governing the sector and provisions concerning the exchange of information in the Republic of Cyprus, the European Union, or other jurisdictions having agreements with the Republic of Cyprus.

In compliance with international and EU legal frameworks concerning the automatic exchange of information, including but not limited to FATCA and CRS, the Company may be required to collect and report certain personal data regarding the Client's tax residence status to the Cyprus Tax Department. Such information may subsequently be shared with the relevant foreign tax authorities of the jurisdiction(s) in which the Client is deemed to be tax resident.

30. Conflicts of Interest

- 30.1. The Company maintains and operates effective organisational and administrative arrangements, including those outlined in the "[Conflicts of Interest Policy](#)", designed to identify, prevent, or manage conflicts of interest that may arise between the Company (including any of its officers, employees, or tied agents) and the Client, or between different clients of the Company, during the provision of Investment Services. These arrangements are intended to ensure that such conflicts do not adversely affect the interests of the Client, including their Sustainability Preferences.
- 30.2. The Company reserves the right to amend its Conflicts of Interest Policy at any time during the term of the Client Agreement, at its sole discretion. Any such amendment shall not otherwise affect the remaining provisions of the Client Agreement. Upon the Client's request, the Company shall provide additional details of its Conflicts of Interest Policy in a Durable Medium.
- 30.3. The Client acknowledges, understands, and agrees that:
 - i. The Company may, from time to time, purchase or sell Financial Instruments for other clients that are of the same kind and at the same time as those purchased or sold for the Client. The Company is authorised to enter into transactions on behalf of the Client with itself or with affiliated or related entities.
 - ii. Financial Instruments may be acquired or disposed of for the Client's account that are issued by companies having business relationships with the Company or its affiliated entities, or in which officers of the Company or its affiliates serve as directors.
 - iii. The Company may engage in transactions for the Client where Financial Instruments are bought from or sold to other clients of the Company or its affiliated entities.
 - iv. The Company may enter into contractual arrangements with the Client to execute the Client's orders.
 - v. The Company may be the issuer of Financial Instruments in which the Client wishes to transact.

- vi. The Company may have an interest in securities of issuers in which the Client wishes to execute a transaction.
- vii. The Company may act as underwriter, market maker, advisor, creditor, IFer, issuing manager, investment manager, or in another capacity, and may have commercial or other relationships with any issuer or third party involved in the transaction.
- viii. The Company may be entitled to receive commissions, fees, or other forms of compensation from third parties in relation to any Financial Instrument, investment product, or Service provided to the Client.

31. Force Majeure

31.1. The Company shall not be considered in breach of its obligations, nor shall it be held liable for any loss or damage incurred by the Client arising from any total or partial failure, interruption, or delay in the performance of its duties and/or obligations under these General Investment Terms. This applies where such failure, interruption, or delay is due to events or circumstances beyond the reasonable control of the Company, including but not limited to:

- Acts of God;
- Fire, war, armed conflict, or political unrest;
- Epidemics or pandemics;
- Labour disputes, strikes, or industrial actions;
- Actions, restrictions, or orders imposed by any government, state, regulatory, or international authority or organisation;
- Suspension, disruption, or closure of any stock exchange, credit institution, or trading market;
- Communication breakdowns or failures involving market makers;
- Failure, malfunction, or incompatibility of computer systems, software, or internet connectivity;
- Problems with internet service providers, electronic communication systems, or the suspension or inaccessibility of internet services;
- Failures in transmission or communication systems between the Company and the Client or any other third party;
- Suspension or revocation of the Company's authorisation or right to provide Investment

Services, whether in Cyprus or in any other jurisdiction.

Such events shall relieve the Company from any obligation to perform affected services for the duration of the force majeure event, without prejudice to any rights or remedies otherwise available under the Client Agreement or applicable law.

32. Investment Advice

- 32.1. The Client expressly acknowledges and agrees that, unless otherwise and expressly agreed in a separate written Addendum or agreement between the Parties, the Services provided under the Client Agreement shall be offered strictly on an execution-only basis, in accordance with applicable Law and, in particular, the provisions of the Commission Delegated Regulation. Accordingly, the Company shall act solely upon the Client's instructions without conducting any assessment as to the appropriateness or suitability of the transactions or Financial Instruments involved.
- 32.2. To the extent permitted by Law, any market data, prices, news, opinions, commentary, analysis, or other information which may be provided by the Company to the Client shall be provided for informational purposes only and shall not constitute or be construed as personal investment advice or a recommendation. The Client acknowledges that any transaction entered into by following or disregarding such information shall be considered to have been entered into based solely on the Client's independent judgment and decision-making.
- 32.3. The Client further acknowledges and agrees that he shall not place any reliance on the Company for the development or implementation of an investment strategy. The Company shall bear no responsibility or liability, under any circumstances, for the performance, losses, or consequences of any investment decision or strategy implemented by the Client.
- 32.4. If the Client requests, and the Company explicitly agrees, to provide the Client with the regulated service of Investment Advice, such agreement shall be evidenced in a separate written document or addendum (the "Investment Advice Addendum to the Main Agreement"). upon execution of such document, the provisions of Section "Client's Representations, Warranties and

Undertakings" above shall not apply to the extent that they are inconsistent with the terms of the Investment Advice Agreement. The remaining provisions of the Client Agreement shall continue to apply to the relationship between the Parties except to the extent that they conflict with the terms specifically agreed upon for the provision of Investment Advice.

33. Portfolio Management

33.1. In the event that the Client requests the provision of Portfolio Management services from the Company and the Company agrees to provide such services, the Parties shall enter into a separate and specific written agreement or addendum (the "Portfolio Management Agreement") which shall govern the terms and conditions applicable to such services. The Portfolio Management Agreement shall form an integral part of the contractual relationship between the Client and the Company and shall contain the specific rights, obligations, and responsibilities of each Party with respect to the management of the Client's portfolio.

33.2. The present Client Agreement shall continue to apply to the relationship between the Parties, including with respect to the provision of Portfolio Management services, provided that in the event of any inconsistency or conflict between the terms of the Client Agreement and the terms of the Portfolio Management Agreement, the latter shall prevail solely in relation to the Portfolio Management services.

34. Other Services and Activities

34.1. In the event that the Client requests the Company to act on the Client's behalf in respect of any investment or ancillary services and/or activities other than the execution of orders on behalf of clients and/or the reception and transmission of orders in relation to one or more Financial Instruments – provided that the Company is duly licensed and authorised to provide such services – the Company may, at its sole discretion, agree to provide such services.

34.2. Where the Company agrees to provide such additional services or activities, the Parties shall, upon request of the Company, enter into a separate written agreement or addendum (the "Supplementary Services Agreement"), which

shall govern the terms, conditions, and scope of such services or activities.

34.3. The terms of the Client Agreement shall continue to apply in full to the relationship between the Parties. However, in the event of any inconsistency or conflict between the provisions of the Client Agreement and those of any Supplementary Services Agreement, the latter shall prevail solely in respect of the specific services or activities governed thereby.

35. Investors Compensation Fund for Investment Firms' Clients

35.1. For the purposes of the Client Agreement, the Investor Compensation Fund for Investment Firms' Clients, established pursuant to paragraph 1 of section 59 of the Investment Services and Activities and Regulated Markets Law of 2007, shall apply to all investment and ancillary services provided by the Company under the Client Agreement. For more information, you can refer to "[Investor Compensation Fund Notice](#)".

36. Applicable Law and Jurisdiction

36.1. These General Investment Terms, as well as any transactional or other relationship between the Client and the Company, shall be governed by and construed in accordance with the laws of the Republic of Cyprus. The Client hereby irrevocably submits to the exclusive jurisdiction of the courts of the Republic of Cyprus for the resolution of any dispute or claim arising out of or in connection with the creation, validity, interpretation, performance, or termination of these General Investment Terms, or any legal relationship established thereby.

36.2. Notwithstanding the provisions of the paragraph above, where the Client is not incorporated or resident in the Republic of Cyprus, the Company reserves the right, at its sole discretion, to initiate legal proceedings in the courts of any other jurisdiction which may have authority over the Client's property or assets. The Client hereby irrevocably submits to the jurisdiction of such courts for that purpose.

37. Assignment

37.1. These General Investment Terms are personal to the Client, and the Client shall not assign or transfer any of their rights or obligations under

these General Investment Terms without the prior written consent of the Company.

37.2. The Company may, at any time and without the Client's consent, assign or transfer any of its rights or obligations under these General Investment Terms to any third party, provided that such assignment or transfer does not adversely affect the rights of the Client under the Client Agreement.

38. General Provisions

38.1. The Client acknowledges that no representation, statement, or assurance has been made to the Client by or on behalf of the Company that has in any way induced or persuaded the Client to enter into these General Investment Terms.

38.2. Any failure, delay, negligence, tolerance, or forbearance by either party in exercising any right or remedy under these General Investment Terms shall not be deemed to constitute a waiver or abandonment of such rights or remedies.

38.3. If any provision of these General Investment Terms is found to be invalid, illegal, or unenforceable, it shall be deemed modified or deleted to the extent necessary to eliminate such invalidity, illegality, or unenforceability. The remaining provisions shall remain in full force and effect.

38.4. Any stamp duties or similar charges arising in connection with these General Investment Terms and/or any documents required for the execution of transactions or related Special Terms shall be borne solely by the Client.

38.5. The Client hereby represents, warrants, and undertakes that:

(a) It has received a copy of these General Investment Terms prior to the provision of any Investment Services and has had sufficient opportunity to review them.

(b) It has carefully read, fully understood, and unconditionally accepts all the provisions of these General Investment Terms, and agrees to be fully bound by them.

(c) It shall not give any order or undertake any transaction that it knows or ought reasonably to know violates applicable laws, including, but not limited to:

(i) Orders intended to manipulate the price of Financial Instruments traded on regulated markets (market manipulation);
(ii) Orders constituting insider trading or other misuse of confidential information;
(iii) Orders that contribute to or are associated with money laundering or the legalisation of proceeds from illegal activities.

(d) It shall not deposit into any Investment Account, or otherwise deliver to the Company, any funds that are the proceeds of illegal acts or transactions.

(e) It is solely responsible for ensuring compliance with all tax, regulatory, and legal obligations arising under these General Investment Terms, under both Cyprus law and any applicable foreign laws and regulations.

(f) By entering into these General Investment Terms, the Client confirms that the Company has made no representations, promises, or commitments other than those expressly set out herein, and that the Client is not relying on any statements outside the Client Agreement.

38.6. For all legal matters relating to the Client's relationship with the Company, the Client accepts that service of legal process may be made at the registered office of the Company, which the Client elects as its address for service.

38.7. The Client confirms having received the Company's Policies and Risk Disclosures, which comprises:

- [Conflicts of Interest Policy](#)
- [Client Categorisation Notice](#)
- [Order Execution Policy](#)
- [Product Governance Policy](#)
- [Complaints Handling Procedure](#)
- [Data Privacy Policy](#)
- [Investor Compensation Fund Notice](#)
- [Risk Disclosures](#)

and acknowledges that these form an integral part of these General Investment Terms.

38.8. The Client further confirms that it has understood and accepted the Best Execution Policy implemented by the Company, as outlined in the ["Order Execution Policy"](#).

38.9. The Client acknowledges and agrees that these General Investment Terms, any amendments thereto, and any other agreements or special



terms related to the provision of Investment Services may be executed either in hard copy or by means of electronic signatures. Such electronic signatures shall have the same legal effect as handwritten signatures, in accordance with the Electronic Identification and Trust Services for Electronic Transactions in the Internal Market Law of 2018 (Law 55(I)/2018), as amended or replaced from time to time.

39. General Provisions – Joint account

39.1. Where the Client shall be more than one person, the obligations of the Client under the Client Agreement shall be joint and several and any reference to the Client in Client's Agreement shall be interpreted as reference to any one or more of these persons. Any warning or notice given to any of such persons which constitute the Client shall be deemed to have been given to all the persons constituting the Client. Any order given by any of these persons which constitute the Client shall be deemed to have been given by and on behalf of all the persons who constitute the Client.

40. Client Acknowledgment of Risks

40.1. The Client acknowledges and accepts that their Financial Instruments or funds may be held by a third party on behalf of the Company. In such cases, the Client may not be fully protected in the event of the insolvency of that third party, or in the event of any act or omission by such third party. The Client further understands that such holdings may not be covered by the Investor Compensation Fund for Investment Firms Clients.

40.2. The Client further acknowledges that their Financial Instruments or funds may be held in an **omnibus account** by a third party, in which assets belonging to multiple clients are pooled together. In such cases, the Client may face increased risks, including a lack of full protection in the event of the third party's insolvency or any misconduct or failure on their part.

40.3. The Client acknowledges and accepts that their Financial Instruments may be held with a third party in a manner that does not allow for such instruments to be clearly and separately identifiable from the proprietary Financial Instruments of the third party or of the Company. As a result, the Client may not be fully protected in the event of insolvency of the third party or in case of any wrongful act or omission by the third party.

40.4. The Client acknowledges that any account containing Financial Instruments or funds belonging to the Client may be subject to the laws of a jurisdiction other than a Member State of the European Union, and the Client's rights relating to those Financial Instruments or funds may differ accordingly. This may result in reduced legal protections compared to those available under Cyprus or EU law.

40.5. The Client acknowledges that any depository, custodian, or third party may have a security interest, lien, or right of set-off over the Client's Financial Instruments or funds, which may affect the Client's ability to recover such assets in full or without delay.

40.6. The Client expressly acknowledges and unconditionally accepts that, notwithstanding any investment advice or information provided by the Company, the value of any investment in Financial Instruments is subject to market fluctuations and may increase or decrease. The Client accepts full responsibility for such investment risks, including the potential for partial or total loss of capital.

40.7. The Client acknowledges and, without any reservation, expressly accepts that engaging in the purchase or sale of Financial Instruments involves a substantial risk of incurring losses and damages. The Client further confirms their full understanding of such risks and declares their willingness and ability to assume and bear such risks in connection with any transactions undertaken.

40.8. The Client acknowledges that while the aggregation of orders with those of other clients generally operates to the Client's advantage – such as by achieving better execution terms or reduced foreign exchange or other transaction costs through participation in larger transactions – there may be instances where such aggregation and subsequent allocation may result in the Client receiving a less favourable price or outcome than if the order had been executed separately.

40.9. The Client further acknowledges and accepts that, in addition to the specific risks outlined herein, there may exist other material risks – whether market-related, operational, legal, or

otherwise – that may adversely affect the value of Financial Instruments or the outcome of any investment strategy. The Client confirms that they have considered such potential risks prior to engaging in transactions with the Company.

40.10. The Client declares that he has read, understands and without any reservation accepts the following:

- Information regarding past returns of a Financial Instrument does not guarantee the future returns. The use of historic data does not constitute necessarily a safe forecast as to the corresponding future return of the Financial Instruments to which such data refer.
- Certain Financial Instruments may not be capable of being liquidated immediately due to reasons such as reduced demand and the Client may not be in a position to readily sell them or receive easily any information on the value of such Financial Instruments or the extent of the risks relating to such Financial Instruments.
- Warrant is the right to acquire shares or other securities with or without the deposit of a certain amount to the issuer. If the Client does not exercise such a right to acquire shares or other securities during the exercise period of the Warrants, upon expiry, the Warrants lapse and have no value whatsoever.
- The value of the Warrants is directly affected by the price of the share or security which may be acquired when the warrant is exercised. For example, a minor change in the price of the share or security which shall be acquired may result in a major change in the price of the Warrant. Consequently, the value of the Warrant is highly volatile.
- The Client should not purchase Warrants unless and until he is prepared to lose all funds invested and any commissions and other expenses incurred by him.
- When a Financial Instrument is negotiated in a currency other than the currency of the country of residence of the Client, any changes in the exchange rates may have a negative effect on its value.

- Any Financial Instrument in foreign markets may entail risks different than the ordinary risks in the market at the Client's country of residence.

40.11. The nature and extent of the risks mentioned above vary from country to country and depend on the Financial Instrument on which the investment shall be effected. In general, the risk factor is affected *inter alia* by:

- The type of the intended investment.
- The manner in which the specific investment is effected or the specific Financial Instrument is offered or negotiated or sold.
- The needs and profile of the investor.
- The market in which the Financial Instruments are negotiated and whether such market is regulated or not.
- The political risk in the country of the relevant Market or the country of the issuer.
- The clearing and settlement system applicable to the relevant Market.
- The place of registration or business, the capitalisation and the main business of the issuer.
- The risk of insolvency of the issuer.
- The complexity of the transaction.
- Whether the transaction is connected with margin payment or the granting of credit or deposit of collateral or whether it is a leveraged transaction.
- The counter-party risk.

40.12. The Client acknowledges, declares, and accepts that they have carefully read, understood, and considered the risk disclosures outlined in "[Risk Disclosures](#)" prior to consenting to receive any Investment Services from the Company.

41. Entry into effect

41.1. These General Investment Terms shall become effective upon:

- the Client's signature of the Investment Services Application; and
- the Company's acceptance of the same.

Upon such acceptance, these General Investment Terms, together with the signed Investment Services Application and any applicable Special Terms, shall constitute the legally binding agreement between the Company



and the Client for the provision of investment and ancillary services in Financial Instruments.

42. Enforceability of the General Investment Terms for Existing Clients

- 42.1. Where a Client has an existing contractual relationship with the Company for the provision of investment and ancillary services in financial instruments, the Client's written acceptance of these General Investment Terms – followed by the placing of orders or execution of transactions with the Company – shall be deemed as full and binding acceptance of these General Investment Terms (including any applicable Special Terms), as may be amended from time to time.
- 42.2. Such acceptance shall constitute a replacement of all prior contractual terms relating to the provision of investment and ancillary services between the Client and the Company, regardless of whether a new Investment Services Application has been signed by the Client after the effective date of these General Investment Terms.

43. Entire Agreement and Precedence

- 43.1. These General Investment Terms, together with any appendices, schedules, annexes, and the Investment Services Application (collectively, the "Agreement"), shall constitute the entire agreement between the Company and the Client in accordance with the applicable provisions of the Law. The Client Agreement supersedes and replaces any prior or contemporaneous written or oral communications, representations, understandings, or agreements between the parties relating to the subject matter hereof.
- 43.2. Any other general or specific order, instruction, agreement, or document which has been or may hereafter be executed by the Client in relation to the provision of investment and ancillary services shall be deemed to form an integral part of the Client Agreement.
- 43.3. In the event of any inconsistency or conflict between the provisions of the Client Agreement and any such order, instruction, agreement, or document, the specific provision shall prevail only to the extent that it does not contravene any applicable legal or regulatory provision. Where such specific provision is inconsistent with or contrary to the Law, the relevant provision of the Law shall prevail.



APPENDIX 1: Electronic Services Terms

1. Introduction

- 1.1 These Electronic Services Terms (referred to as the “Terms”) are specific terms that apply to the Electronic Services (as defined below). These Terms outline the conditions under which “Mega Equity Securities and Financial Services Public Limited” (the “Company”) agrees to provide such services to the authorised Electronic Services User (as defined below), as well as how these services may be used. The Electronic Services User may request a copy of these Terms from the Company at any time.
- 1.2. These Terms, along with the General Terms for Investment Services (“General Investment Terms”) and any applicable special terms or signed applications, together form the full agreement (“Agreement”) between the Company and the Electronic Services User.
- 1.3. The User should review these Terms carefully in combination with the General Investment Terms and any other relevant agreements. These documents contain important details about the Company’s service obligations and the responsibilities of the User when accessing and using the Electronic Services.
- 1.4. Unless explicitly stated otherwise in these Terms, nothing here modifies the General Investment Terms or other applicable special terms that govern how the Company delivers Investment Services for the User’s Investment and Safekeeping Accounts.
- 1.5. Where these Terms require that information be provided “in writing,” this generally includes email communications unless otherwise specified.
- 1.6. The Company may send important notifications or information through the Electronic Services platform. Therefore, the User should read any alerts, warnings, or messages that appear when logging into the platform or when placing orders.

2. Definitions and Interpretation

- 2.1. Except where otherwise indicated or where the context requires a different interpretation, capitalised terms used in these Terms have the following meanings:

Biometric Data – Personal data derived from technical processing that relates to an individual’s physical, physiological, or behavioural characteristics and enables or confirms their unique identification (e.g. facial images, fingerprints).

Instructions – Any commands or requests submitted by the User through the Electronic Services, allowing the Company to perform relevant functions in accordance with the mandate or authority granted in the Investment Services Application or other authorisations, as updated from time to time.

Electronic Services Application – The User’s application to access the Electronic Services via the Company’s electronic platform.

3. **Electronic Services** – The services described in Clause “Electronic Services Functions” below, which are provided through the Company’s electronic platforms.

Electronic Services User or User – The individual or authorised party permitted to access and use the Electronic Services, based on the access rights described in Clause “ Electronic Services Functions” below.

Password and/or PIN – The confidential code provided by the Company or created by the User, which is used together with the User ID and, if applicable, a one-time password (OTP) to log in to the Electronic Services.

Personalised Security Credentials – Security details (such as User ID, PIN, password, biometric data) issued to the User by the Company to confirm their identity and authorise access.

Push Notifications – Alerts or messages delivered to the User’s device via the Company’s application, which may be sent at any time.

- 3.1. Any capitalised terms not defined in these Terms shall have the meanings assigned to them in the General Investment Terms.



3.2. Headings in these Terms are included for convenience only and do not affect interpretation.

3.3. Words in the singular include the plural and vice versa. References to individuals also apply to legal entities, where appropriate.

3.4. Unless context dictates otherwise, gendered terms are to be interpreted as gender-neutral.

3.5. Any reference to a document or agreement (including these Terms) includes all of its updates, replacements, amendments, or supplements.

3.6. Clause references refer to clauses within these Terms unless otherwise indicated.

3.7. Any reference to legislation or regulations shall be understood to include future amendments, replacements, or extensions of that law.

4. Electronic Services Functions

4.1. Functionality Available via Electronic Services

By using the Electronic Services, the User can access various features relating to their Investment Account(s) and Safekeeping Account(s). Subject to the General Investment Terms (where applicable), the User may also give the Company instructions and use additional functions that are made available through the Electronic Services.

4.2. Default Access Rights Rules

Access to the Electronic Services is granted by default based on all existing and future Investment Account(s) and Safekeeping Account(s) under a specific Customer Code.

5. Registering for the Electronic Services

5.1. To use the Electronic Services, you must be at least 18 years old and hold an Investment Account and/or a Safekeeping Account with the Company.

5.2. Joint Accounts

5.2.1. The Electronic Services can be accessed individually by each joint account holder. If one or more co-holders wish to use the Electronic Services, they must either submit separate applications or complete a joint Electronic

Services Application. The default access rights for joint account holders, as outlined in Section "Electronic Services Functions" will apply.

5.2.2. Each joint account holder seeking access must provide a unique and individual email address.

5.2.3. Where account operations require joint instructions from two or more holders, Electronic Services will not be available to any of the joint holders.

6. Accessing the Electronic Services

6.1. Access to the Electronic Services is subject to these Terms, the General Investment Terms, and any additional terms or conditions the Company may introduce from time to time.

6.2. You will access the Electronic Services using your User ID, Password and/or PIN, and SMS OTP or Push Notification (if applicable).

6.3. All instructions related to the use of the Electronic Services must be transmitted via the Company's Electronic Platform, including any future platforms the Company may implement.

6.4. The Company reserves the right to suspend or deactivate your User ID, Password, and/or PIN for reasons including but not limited to:

- Security threats,
- Technical issues,
- System maintenance,
- Legal or regulatory obligations.

6.5. While the Company strives to make the Electronic Services available 24/7, it reserves the right to limit or restrict access (temporarily or permanently) due to:

- Security or maintenance concerns,
- Regulatory compliance,
- Suspected illegal activity,
- Abnormal trading behavior,
- Technical limitations (e.g. inability to access live market data).

6.6. It is your responsibility to ensure your device (PC, mobile, tablet, etc.) has up-to-date and compatible software, including antivirus, antispyware, and firewall programs. You should avoid storing or using unauthorized software on these devices.



6.7. The Company does not guarantee compatibility of the Electronic Services with all browsers or devices. If requested, the Company will inform you of the system requirements. Display and content may vary across devices and browsers.

6.8. If you access Electronic Services via a mobile device, you acknowledge that the security of access depends on the device's own security features. For example, biometric login (e.g. fingerprint or facial recognition) will depend on the reliability and security level of the device itself.

6.9. As access to the Company's online services may be possible from any country, and regulations vary by jurisdiction, you are responsible for ensuring compliance with all applicable laws and regulations in your country of residence regarding the use of online financial services.

7. Responsibilities of the Electronic Services User

7.1. The Electronic Services User must never share their Personalised Security Credentials with anyone.

7.2. The User is required to safeguard their Personalised Security Credentials. This includes:

- Avoiding recording them in a manner that others can understand.
- Destroying any documentation containing these credentials immediately after receipt.
- Not storing User ID, Password, or PIN on any software or device that automatically saves credentials, except as provided by the Company.
- Avoiding the use of easily guessable credentials

7.3. The Company will never contact you via email, SMS, or phone to request your security details. If anyone – including individuals claiming to be from the Company or law enforcement – asks for your credentials, you must not share them under any circumstances.

7.4. The Company uses multiple safeguards to protect your Investment Account(s), Safekeeping Account(s), and access credentials. However, the User acknowledges that:

- Information transmitted over unsecured networks or communication systems may be intercepted by third parties.
- The Company bears no liability for losses caused by such interceptions outside its secured systems.

7.5. If the User suspects or knows that someone else may have access to their Personalised Security Credentials, or if there is any unauthorised activity or irregularity related to their accounts, the User must immediately notify the Company by emailing to info@megaequity.com or Calling on +35722711711. Upon notification, the Company will disable access via the affected credentials. The User must then apply for new Personalised Security Credentials. If the User intentionally or negligently allows access to their accounts by a third party, they will be held fully responsible for any resulting transactions or losses.

7.6. The User agrees to fully cooperate with the Company and provide all necessary information related to the loss, theft, or misuse of their credentials.

7.7. It is the User's responsibility to:

- Maintain the required hardware (computer, mobile device, etc.) and software needed to access the Electronic Services.
- Cover any internet or telecom charges.
- Ensure proper disconnection from devices after use and never leave sessions unattended.
- Be aware that using unapproved or non-secure devices may jeopardize account security and allow unauthorized access.

7.8. The Company may implement new security measures or procedures at any time. The User is required to comply with these as soon as they are notified.

7.9. The User must follow these Terms and any other instructions the Company may provide regarding the use of the Electronic Services.

7.10. The User agrees to fully indemnify the Company for any losses suffered as a result of their actions, instructions, or omissions – unless otherwise stated in these Terms or the General Investment Terms.



7.11. The User must verify the accuracy of all statements, reports, and other information provided by the Company through the Electronic Services.

7.12. The User must not misuse the Electronic Services, including but not limited to:

- 7.12.1. Engaging in illegal activities through the platform.
- 7.12.2. Uploading content that infringes on intellectual property or is inappropriate.
- 7.12.3. Introducing malicious software or attempting to hack the Company's systems.
- 7.12.4. Reverse engineering or copying software components.
- 7.12.5. Exploiting the platform for personal financial gain beyond its intended use.

7.13. The User must promptly notify the Company of any changes to their contact details, such as email, phone number, or address.

7.14. Before placing any orders via the Electronic Services, the User must ensure that all inputted details are accurate and up to date.

8. Authority to the Company and Liability

8.1. Subject to the applicable provisions of the General Investment Terms, the Electronic Services User irrevocably authorises the Company to receive and act upon any Instructions submitted via the Electronic Services, using the Company's prescribed security procedures and/or codes (as defined and updated by the Company from time to time). The Company shall not be required to take any further steps to verify the authenticity of such Instructions. The User acknowledges and agrees that the use of these procedures or security codes shall be treated as the legal equivalent of a handwritten signature.

8.2. Without prejudice to any other clause in these Terms or the General Investment Terms, the Company reserves the right, at its sole discretion and at any time, to refuse to accept or execute Instructions, provide services, or disclose information through the Electronic Services where:

- The Company considers the Instruction to be irregular, unauthorised, or unlawful;

- There are insufficient cleared funds in the User's Investment Account(s);
- The Instruction triggers fraud prevention protocols; or
- A critical warning (stopper) is triggered by pre-trade compliance checks at the time of order placement.

8.3. The Electronic Services User irrevocably authorises the Company to deliver their Personalised Security Credentials (such as User ID, Password, and/or OTP) via email or SMS, using the contact details provided in the signed Electronic Services Application.

9. Company's Liability

9.1. The Company shall bear no responsibility for any losses incurred due to the use of the Electronic Services where such use was carried out by a person who obtained access to the Personalised Security Credentials:

- With the explicit or implicit consent of the Electronic Services User; or
- As a result of the User's gross negligence; or
- Where the User or their authorised representative acted fraudulently or negligently.

9.2. While the Company is committed to ensuring the proper functioning of the Electronic Services, it shall not be held liable for any interruptions in service resulting from:

- Force majeure events (as defined in the General Investment Terms), including but not limited to network outages, power failures, or labour strikes involving Company's personnel;
- Scheduled or unscheduled maintenance or upgrades of the Company's technological systems;
- User errors, including incorrect data entry or the use of malfunctioning, outdated, or incompatible equipment by the User or third parties.

9.3. The Company implements all security measures currently available and required by applicable law to protect the Electronic Services. However, the User acknowledges that:

- Data transmission over the internet is not entirely secure;



- The Company cannot guarantee protection against viruses, malware, or other threats;
- The Company shall not be liable for any data breaches, interception, or damage to the User's hardware or software arising from cyber threats or viruses.

9.4. The Company shall not be liable for any non-execution, delayed execution, or incorrect execution of an order initiated by the User if such failure is caused by a third-party. The User may request the Company to initiate recovery efforts from the third-party institution; however, the Company does not guarantee the return of the funds and reserves the right to charge the User for any efforts made to recover or attempt to recover the funds under this clause.

9.5. All orders executed via the Electronic Services are subject to the General Investment Terms and any applicable special terms. The Electronic Services User retains any rights granted under those documents.

10. User Responsibilities and Indemnity

10.1. The Electronic Services User shall be fully and solely responsible for any and all losses or damages incurred as a result of their fraudulent actions, or failure to comply with any of their obligations under these Terms – particularly those set out in Clause “Accessing the Electronic Services” – whether such failure arises from intentional conduct or gross negligence.

10.2. The Electronic Services User agrees to indemnify and hold harmless the Company from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) that may arise – directly or indirectly – from:

- i) The User's use or inability to use the Electronic Services for any reason whatsoever, including but not limited to:
 - Any failure, malfunction, delay, or interruption of the Electronic Services platform, whether hardware or software-related;
 - Any failure, malfunction, delay, or interruption in telecommunications services;
 - Errors made by the User in submitting or inputting any order;
 - The rejection of an order for any reason;
 - Actions or omissions by third parties; or

- The Company's own access to or use of the Electronic Services, or the inability to access or use them.

- ii) Any use of the Electronic Services by the User that results in a breach of these Terms, or a violation of any applicable law, regulation, or regulatory requirement.

11. Processing of Instructions – Delays in Transmission – Quoting Errors

11.1. Processing Times for Instructions

Instructions submitted via the Electronic Services will only be processed during Company's standard business hours, even if access to the services is available beyond these hours. Therefore, the immediate execution of User instructions cannot be guaranteed. The Company shall bear no responsibility for any losses suffered by the User if a market directive requires the cancellation of an order relating to a specific security after the Company has already executed the transaction on the User's behalf.

11.2. Delays in Transmission

The Company may display either real-time executable prices or prices with a time delay. Due to potential transmission lags, the price presented may change before the Company receives and acts on the User's instruction. In cases of automatic order execution, the Company reserves the right to adjust the execution price to the prevailing market rate at the time the instruction is actually received.

11.3. Quoting Errors

Occasional errors may arise in the prices displayed by the Company. In addition to any rights available under applicable laws, the Company will not be held to any transaction (even if it appears to have been confirmed) if:

- (a) The Company can demonstrate that the price at the time of the transaction was clearly erroneous; or
- (b) The User knew, or should reasonably have known, that the quoted price was incorrect at the time of placing the order.



12. Electronic Confirmations and Order Status Updates

12.1. Electronic Confirmations

Electronic confirmations of orders shall be governed by the following conditions:

- a) The Electronic Services User is responsible for reviewing the order status via the order blotter.
- b) If an order confirmation is not automatically generated through Company's Electronic Platform, the User must submit it through the usual communication channels.
- c) Once the User selects and presses the "save" button during the order process, the order is considered final and submitted.

12.2. Order Status Notifications

Users may choose to receive email alerts related to updates or changes in the status of their orders. Unless the User provides alternative instructions, these notifications will be sent to the email address registered with the Company.

Note that a) market orders are non-cancellable once submitted and b) limit orders are only accepted under a "good till date" condition and may only be cancelled if they remain unexecuted at the time the cancellation request is made.

13. Trading limits

13.1. Subject to the applicable provisions of the General Investment Terms and/or any specific terms, the Company reserves the right – at its sole discretion and for security purposes – to impose limits on the frequency or size of orders placed by the Electronic Services User. Users can obtain information about any applicable trading limits by contacting their designated Investment Advisor.

14. Changes to the Electronic Services

14.1. Service Modifications

The Company may, at any time, expand, restrict, modify, or otherwise alter the features and functions of the Electronic Services. The Company also reserves the right to determine the specific days and hours during which the Electronic Services are available.

14.2. Temporary Suspension

For reasons related to security, system maintenance, technical issues, or administrative requirements, the Company may temporarily suspend or pause access to all or part of the Electronic Services, with or without prior notice.

15. Changes to or Termination of the Terms

15.1. The Company reserves the right to amend, update, supplement, or replace these Terms, including any Instructions for Use, at any time. Additionally, the Company may terminate the provision of the Electronic Services at its discretion.

16. Procedure for Handling Complaints and Disputes

16.1. If the Electronic Services User believes that the Company has not delivered a satisfactory standard of service, or suspects an error in the provision of the Electronic Services, the User should promptly notify the Company by sending an email to info@megaequity.com.

17. Restrictions on the Use of the Electronic Services Abroad

17.1. Access to the Electronic Services is permitted while the User is within the European Union. If the Electronic Services User accesses or uses the platform from outside the European Union, it is solely the User's responsibility to determine whether such access or use is lawful in that jurisdiction. The User is required to comply with all applicable local laws, and the Company shall not be liable for any loss incurred as a result of the User's breach of any such laws.

18. Charges

18.1. The Company does not apply any direct charges for access to or use of the Electronic Services. However, any standard fees outlined in the agreed Fee Schedules shall continue to apply in relation to Investment Services carried out through the Electronic Services.

18.2. Although the Company does not charge for Electronic Services access, Users should note that their internet or mobile network providers may impose charges for internet connectivity or



data usage incurred while using the Electronic Services.

19. Types of Information Collected by the Company

19.1. The Company collects three main categories of information through the Electronic Services platform:

- (a) Personal Information,
- (b) Investment Account(s) and Safekeeping Account(s) Information, and
- (c) Anonymous Information.

19.2. As part of the Electronic Services registration process, the Company collects the User's email address and mobile phone number. This personal information is essential for the secure delivery of the User's Personalised Security Credentials required to access the Electronic Services.

19.3. Anonymous information refers to data that does not directly or indirectly identify a specific individual and cannot reasonably be used for such identification. Examples include details such as the User's internet browser type, screen resolution, operating system, and whether the mobile device is jailbroken or rooted. This information is gathered to ensure proper functionality of the Electronic Services and to support fraud detection mechanisms.

19.4. An IP address and Device ID are automatically collected and stored in Company's systems each time a User accesses the Electronic Services, along with the timestamp of the visit. These identifiers are used for investigating potential malicious activities and ensuring secure access.

20. Intellectual Property Rights

20.1. Access by the Electronic Services User to the Electronic Services and the use of Company's systems, as governed by these Terms, does not grant the User any rights to the Company's intellectual property or copyrights, of which the Company is the lawful owner. Subject to the paragraphs of this Section below, any copying, deletion, reproduction, forgery, imitation (in whole or in part), in any form and by any means, as well as any infringement of these rights by the Electronic Services User, constitutes an

unlawful act and is strictly prohibited, subjecting the User to all applicable legal penalties.

20.2. The Electronic Services User is permitted to print, copy, download, or temporarily store parts of Company's website content, solely for the purpose of executing transactions as offered through the Electronic Services. Any other use – such as linking Company's website to a third-party website – is strictly prohibited. The Company reserves the right to seek compensation for any damages incurred as a result, in accordance with the above clause.

20.3. The Electronic Services User agrees that their use of Company's webpages is solely for the purpose of conducting transactions for themselves. Accordingly, the User is strictly prohibited from:

- (a) Reverse engineering or recreating Company's Internet software code;
- (b) Gaining unauthorised access to any of Company's services, software, systems, networks, or files;
- (c) Launching any form of attack against Company's webpages or systems, including but not limited to automated attacks.

20.4. Copyright in Company's webpages, including screen displays, information, materials, and their arrangement, is the exclusive property of the Company, unless otherwise stated.

20.5. All information and materials contained on these webpages – including all terms, conditions, requirements, and descriptions – are subject to change without prior notice, unless explicitly stated otherwise in these Terms and/or the General Investment Terms.

21. Privacy Notice and Cookie Policy

21.1. By accepting these Terms, the User consents to the collection and processing of their personal data by the Company for the purpose of providing access to the Electronic Services.

21.2. The Company's Privacy Notice, which outlines how personal data is handled, can be viewed and downloaded from the Company's website at info@megaequity.com.



22. Governing Law and Jurisdiction

22.1. These Terms shall be governed by and interpreted in accordance with the laws of the Republic of Cyprus. The User agrees that the courts of Cyprus shall have exclusive jurisdiction over any dispute arising in connection with these Terms. However, the Company retains the right to initiate legal proceedings against the User in any competent court in another jurisdiction, and doing so will not restrict the Company from taking action in Cyprus or elsewhere, whether concurrently or otherwise.