50KCY LTD

CLIENT AGREEMENT

September 2026 (Version 06.2026)

50K is operated by 50KCY Ltd (Formerly: "50CoinsCY Ltd."), a Cyprus Investment Firm (CIF) supervised and regulated by the Cyprus Securities and Exchange Commission (CySEC) with CIF Licence number 282/15 and Company registration number HE336677

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1. Introduction

1.1. 50KCY Ltd, previously 50CoinsCY Ltd (hereinafter called the "Company", or "we" or "us") is authorized and regulated by the Cyprus Securities and Exchange Commission ("CySEC") as a Cyprus Investment Firm ("CIF") to offer certain Investment and Ancillary Services and Activities under the Provisions of the Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017, Law 87(I)/2017, as subsequently amended or replaced from time to time ("the Law"), with CIF license number 282/15. The Company is registered in Cyprus under the Companies Law, with registration number HE336677. Its registered office is at 38 Andrea Kariolou, Agios Athanasios, 4102 Limassol, Cyprus.

1.2. The present Terms and Conditions together with the Client Categorization Policy, Investor Compensation Fund, Risks Disclosures, Best Execution Policy, Conflicts of Interest Policy and Privacy Policy (together the "Agreement" or "Client Agreement"), as amended from time to time, which are uploaded on the Website and App and available for all Clients and prospective clients, set out the business terms upon which the Company will offer Services to the Client, the rights and obligations of both Parties, shall govern the trading activity of the Client with the Company and also include important information which the Company is required as an authorized Cyprus Investment Firm to provide to its prospective Clients under Applicable Regulation.

1.3. By applying for the Company's Services (e.g. when downloading the App, registering with the Company, completing the account opening questionnaire), the Client declares to have read, understood and accepted all the documents of the Agreement and it means that if the applicant's account was verified, it is accepted as a Client of the Company, the Client and the Company shall be bound by these. For this reason, all prospective Clients are advised to read carefully all the documents which form the Agreement and any other letters or notices sent by the Company and/or found on the Website and the App such Key Information Document(s), Complaints Handling Procedure, make sure that they understand and agree with them before entering into an agreement with the Company.

1.4. The Company may provide the above documents in languages other than English. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein and the Client should also refer to the English version and the Website for information on the Company and its policies.

1.5. The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company.

1.6. When we refer to "**you**" and "**your**", we mean the Client of the Company who is a licensed user of the App, and you have completed the account opening process and the Company is satisfied with the clients' identification and due diligence checks performed.

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If you decide to download the App and to use the App for other than the terms and conditions within this document (to the extent applicable) apply to you and by downloading the App you accept the same and agree to abide by the terms and conditions herein, although you shall not be treated as our Client and we shall have not obligations towards you.

1.7. For any questions or notices, you may contact the Company at: support@50k.trade.

1.8. By accepting the current Agreement, you confirm that you are able and agree to receive Company's updates, including any amendments to the present agreement, either via email or through the Company's website (hereinafter, the "Website"), or through the App (hereinafter, the "App" or the "App")

1.9. You are responsible for checking our Website and/or App periodically in order to review the current version of the Agreement. If you have any questions, please contact us at support@50k.trade.

2. Definitions

2.1. In this Agreement:

"Abusive Trading" shall include any of the following actions such as, but not limited to placing "long/buy" or "short/sell" Orders prior to the release of financial data, arbitrage, scalping, manipulations, lag trading, usage of server latency, price manipulation, time manipulation, hunting of trading benefits, a combination of faster/slower feeds, abuse of the cancelation of trades feature available on the App or use (without the prior and written consent of the Company) of any software, which applies artificial intelligence analysis to the Company's systems and/or App(s) and/or Client's Account.

"Abusive Behavior" refers to any client action that seeks to obtain an unfair advantage by exploiting technical, operational, or regulatory features of the trading environment, including but not limited to price manipulation, time-based manipulation, risk-control circumvention, multi-account schemes, bonus abuse, or misuse of account access. Inter alias, example of Abusive Behavior can be considered when a client is withdrawing funds immediately before expected market gaps or volatility, with the intention of avoiding margin requirements, shifting losses to the firm, or exploiting negative balance protection, constitutes abusive behavior in the form of risk-control circumvention.

"Account" shall mean the exclusive and unique account of the Client consisting of all the Open Positions and Orders of the Client, the balance of the Client money and the deposit/withdrawal transactions of the Client money.

"Account Credentials" shall mean a unique username (Email address) and password used by you to access and use the App.

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"Account Value" shall mean the total value of your account, and may also in our dealings with you be referred to as a "Equity".

"Affiliate" shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity.

"Agreement" shall mean this "Client Agreement" with any of its Appendix and the following documents found on the Company's App and Website: Client Categorization Policy, Investor Compensation Fund, Risks Disclosures, Best Execution Policy, Conflicts of Interest Policy and Privacy Policy, as amended from time to time and any subsequent Appendices added thereto.

"App" shall mean the electronic mechanism operated and maintained by the Company, consisting of a App, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client via the Account.

"Applicable Regulations" shall mean (a) CySEC Rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the Rules of the relevant Market; and (c) all other applicable laws, rules and regulations of Cyprus or of the European Union.

"Available Funds" shall mean the minimum amount of money required in your Account in order to open a Transaction. The Available Funds are calculated as the Account Value minus the total sum of all initial margins. If the calculated Available Funds are negative, the Available Funds will be displayed as zero.

"Base Currency" shall mean in an FX Contract the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

"Balance" means any funds on your Account not invested or blocked;

"Borrowed Funds" are the loans received from the Company in order to open a position in Securities.

"Business Day" shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Cyprus or international holidays.

"Buy" shall mean a Transaction that is opened by offering to buy a certain Financial Instrument, and may also in our dealings with you be referred to as a "long" or "Long Position".

"Balance" means any balance on your Account not invested or blocked;

"Client information" shall include, among others, personal details such as name, surname, Phone number, Email address, place and date of birth, residential address, due diligence and

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know-your-customer information and documentation, financial details such as bank account, credit card details, bank statements, loan agreements, source of income, tax residency and tax identification number, employment and professional details.

"CySEC" shall mean the Cyprus Securities and Exchange Commission, which is the Company's supervisory authority.

"CySEC Rules" shall mean the Rules, Directives, Regulations, Guidance notes, opinions or recommendations of CySEC.

"Data Controller" shall mean the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; For the purposes of this Agreement, the Company shall be considered as the Data Controller of its clients' Client information.

"Difference" shall mean the difference in price upon the opening of a Transaction and the closing of such Transaction.

"Event of Default" shall have the meaning given in Section 26.1 of this Client Agreement.

"Expiry Date" shall mean the date set specified on a financial instrument upon which any open Transaction for such Underlying Asset shall expire automatically.

"End of the trading session" means the scheduled daily market close for the relevant instrument, as specified in the "Trading Hours Schedule" section of the instrument's information within the Company's trading app, and as determined by the underlying exchange or liquidity provider.

"Financial Data" shall mean any financial and market data, price quotes, news, graphs or any other data or information whatsoever available through the App and Website.

"Financial Institution" shall mean credit institution or investment firm or other trading organizations.

"Financial Instrument" shall mean a Security such as stocks and ETFs.

"Force Majeure Event" shall have the meaning as set out in Section 17.1 of this Client Agreement.

"GDPR" means The General Data Protection Regulation (GDPR) (EU) 2016/679, as amended from time to time.

"Initial Margin" (also referred to as: "Required Margin or Required Funds"), is calculated when the position is opened (based on the Open Value divided by the Margin), including any currency conversion spread if the account currency differs from the currency of the price

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quotation Financial Instrument or other fee(s).

"Intellectual Property Rights" shall mean patents, trademarks, service marks, trade names, logos, software code, icons, characters, layouts, trade names, trade secrets, buttons, color scheme, internet domain names, rights in designs, copyright (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world.

"Investment Services" shall mean the Investment Services under the Company's CIF license.

"Maintenance Margin" shall mean the minimum Account Value required in order to keep Positions open on the App.

"Manifest Error" shall mean any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Underlying Assets or at manifestly incorrect market price quotes or prices at a clear loss.

"Margin" shall mean the Initial Margin and the Maintenance Margin collectively.

"Margin Call" shall mean a demand by us for you to close open positions or deposit money into your Account to satisfy Margin requirements, from time to time, including without limitation a call under Section 18.4 of this Client Agreement.

"Margin Obligations" refers to any financial liability the Client has towards the Company as a result of using margin or pledging securities as collateral.
In practical terms, it includes:

- Money borrowed from the Company to buy investments
- Any investments pledged as collateral for that borrowing
- Any required margin (initial or maintenance)
- Any outstanding debit balance related to margin trading
- Any fees, interest, or charges linked to margin use

"Market" shall mean the relevant market where the stocks and ETFs are traded, such as securities or futures exchanges, clearing houses, self-regulatory organizations, multilateral trading facilities or alternative trading systems.

"Market Order" shall mean Orders to "buy" or to "short" without setting the order price, which are executed at the best available market price.

"Normal Market Size" shall mean the maximum number of Financial Instruments that can be executed by the Company. These Terms and Conditions are applicable for Normal Market Size. The Company at its own absolute discretion may change these terms and conditions if the client wishes to make a transaction above the normal market size for the specified instrument.

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"Open Position" shall mean any open position which has not been closed.

"Open Value" is calculated based on the order execution price (including any multipliers or other adjustments) multiplied by the executed amount when opening or enlarging a position.

"Order" shall mean an instruction from the Client to trade in a Financial Instrument, including a Stop Loss or Take Profit order.

"Quote" shall mean the information of the current price for a specific Financial Instrument, in the form of the Bid and Ask prices.

"Parties" shall mean the parties to this Client Agreement – the Company and the Client.

"Personal Data" means any information relating to an identified or identifiable natural person (such a person is referred to as a "data subject").

"Pip" shall mean in a Transaction with Financial Instrument quoted in four decimal points the one hundredth of one percentage point. In Transactions with a Financial Instrument quoted in two decimal points, Pip shall mean one percentage point.

"Position" shall mean your transaction in relation to any Financial Instrument currently open on your Account.
"Professional Client" shall mean a "Professional Client" for the purposes of CySEC Rules, as specified in the Client Categorization Policy found on the Company's Website.

"Registration Data" shall mean certain personal and financial information that you are required to provide in order to complete the Account Opening Application Form and become our Client, such information can include without limitation a copy of your passport or if passport not available, photo of the identity card which shall be acceptable at the Company's discretion.

"Retail Client" shall mean a "Retail Client" for the purposes of the CySEC Rules, as specified in the Client Categorization Policy found on the Company's Website.

"Securities" shall mean stocks and ETFs.

"Sell" shall mean a Transaction in a Financial Instrument that is opened by offering to Sell a specific number of shares, and may also in our dealings with you, be referred to as a "Short" or "Short Position".

"Set price Order" shall have the meaning as set out in Section 2.5 of the Appendix A.

"Services" shall mean the services to be offered by the Company to the Client under this Agreement, as set out in Section 9.1 of this Client Agreement.

"Scalping" shall mean a trading strategy whereby the Client opens and closes positions within a short period of time, typically holding them for only a few seconds or minutes, with the intent

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of profiting from small and temporary price movements in the market. This includes placing multiple orders in opposite directions in quick succession. Such activity is considered disruptive to the fair and orderly functioning of the market and is strictly prohibited on the Company's platform when trading real shares and/or ETFs.

"Share Lending" means the situation where the Client lends the shares to other parties based on the terms and conditions defined in this Agreement, as set forth in Appendix A, Section 4.

"Slippage" shall mean the difference between the expected price of an order and the price the Transaction is actually executed at. At the time that an Order is presented for

"Software" shall mean the App provided by us which you will need to download in order to access your Trading account.

"Spread" shall mean the difference between Ask and Bid prices of a Financial Instrument following an Instrument at that same moment.

"Stop Loss" (also "Close at Loss") shall mean an order to close a position at a determined price in advance by you which, in the case of a Buy is lower than the opening price and in the case of a Sell is higher than the opening price.

"Take Profit" (also "Close at Profit") shall mean an order to close a position at a determined price in advance by you which, in the case of a Buy is higher than the opening price and in the case of a Sell is lower than the opening price.

"Trailing Stop" shall mean a stop-loss order set at a percentage level/ in points/ Pips below the market price - for a Buy/ Long Position or above the market price - for a Sell / Short Position. For a Buy/ Long Position, as the market price rises, the stop price rises by the same level, but if the price falls, the stop loss price does not change. Once the market price will cross the stop price an order to close the position with a loss will be executed.

"Third Party License" shall mean licenses from third parties governing third party software embedded or used in the App.

"Trading Hours" shall mean the hours of trading as set forth on the App for a particular Financial Instrument.

"Transaction" shall mean either the opening or closing of a position of a Financial Instrument on the App.

"Website" shall mean the Company's website, https://50k.trade/ or such other website as the Company may maintain from time to time.

"Written Notice" shall have the meaning set out in Section 33.5 of this Client Agreement.

2.2. Words importing the singular shall import the plural and vice versa. Words importing the

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masculine shall import the feminine and vice versa. Words denoting people include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

2.3. Section headings are for ease of reference only.

2.4. Any reference to any act or regulation or Law shall be that act or regulation or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.

3. License and Use of the App

3.1. The App is not intended for distribution to, or use by, any person:

- who is under the age of 18 years old and/or not of legal competence or of sound mind;
- who resides in any country where such distribution or use would be contrary to local law or regulation;
- who is a citizen or resident of certain jurisdictions outside of the European Union where the company does not provide services; or
- who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto;
- who is U.S. citizen or resident or taxpayer.

3.2. Without derogating from the above, we reserve the right, acting reasonably, to suspend and/or refuse access to and use of the App and/or close the Account and terminate the Client Agreement to anyone in our sole and absolute discretion.

3.3. You acknowledge that we may provide the App to other parties and agree that nothing herein will be deemed or construed to prevent us from providing such services.

3.4. Subject to the terms and conditions of this Agreement, we hereby grant you, a personal limited, non-exclusive, fully revocable, non-transferable and non-sub-licensable license to install and/or use the App in object code only, solely for your personal use and benefit in accordance with the terms of this Agreement.

3.5. If any third-party software is included within or embedded in the App, then such embedded third-party software shall be provided subject to the terms of this Agreement which apply to the App. We provide no express or implied warranty, indemnity, or support for the Third-Party Licenses, and will have no liability. You as a client are permitted to use the services of the Company, pursuant to these Terms and Conditions in good faith and to this end, you are not permitted to use any electronic device, software algorithm or any trading strategy or arbitrage practices (example: latency abuse, price manipulation or time manipulation) which aims to manipulate or obtain an unfair advantage of the bid and offer

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prices.

3.6. We reserve any and all rights to the App not expressly granted to you by this Agreement. The App is to you solely for facilitating trading with the Company and under no circumstances is sold to you. The App, all copies and any derivative works thereof (by whoever created), the associated goodwill, copyrights, trademarks, logos, know-how, patents and any intellectual property rights, are and shall remain owned solely by the Company or our licensors. Other than provided above in this Section, no other license, right, or interest in any goodwill, trademark, copyright, logo, know-how, patent, service mark or other Intellectual Property Right in the App or any part or derivative work thereof is granted or conveyed to you.

3.7. You shall take all reasonable steps to:

- procure and maintain in proper working order, throughout the term of this Agreement and at your own expense, the computer, mobile device, operating environment (including operating system software), backup means and infrastructure necessary for the installation, operation and maintenance of the App (including without limitation uninterruptible power systems and electrical back-up devices);
- prevent any virus infections, security breaches, and other disabling events from damaging your device to use the App due to your actions or omissions;
- implement and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, mobile device, computer viruses or other similar harmful or inappropriate materials, devices, information or data.

3.8. You may inform us in writing if you encounter any problems with the App, or have any suggestions for modifications, design changes and improvements. We shall have the right, but not the obligation, to make modifications to the App based upon your suggestions. Any modifications, design changes and improvements made to the App based on your feedback shall be the undisputed sole property of the Company.

3.9. We will deliver the App with reasonable skill and care.

3.10. From time to time and at our sole discretion, we shall have the right to add to, modify, or remove any part of the App or undertake routine construction on the server. By doing so, we are taking into consideration our Regulatory Obligations and to the extent we deem as appropriate in order not to negatively affect your best interests, we may notify you via the App or via an email, or some other means of communication. The fact that a client may not receive such a notice does not constitute a breach based on this agreement.

3.11. We have the right to shut down the App, the server, or the connection at any time for maintenance purposes provided that a relevant written notice of 24 hours is provided by the CIF. In these cases, the App will be inaccessible.

3.12. We make no express or implied representation or warranty:

- that the App will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the App may be affected, for example, by routine

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maintenance, repairs, reconfigurations or upgrades);

- as to the operation, quality or functionality of the App;
- that the App will be free of errors or defects; and
- that the App is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property. We will not be liable for any data lost or any equipment or software replaced by you as a result of use of the App.

3.13. You:

- may only use the App for so long as you are authorized to do so;
- may not use the App for any purpose other than for the purpose for which it has been provided under this Agreement; and
- are responsible for the use of the App (including the Account Credentials) by you.

3.14. You agree not to:

(a) use the App for illegal or inappropriate purposes;
(b) (nor attempt to) interfere with or disrupt the proper operation of our App, software, hardware, systems or networks, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including corrupted files or files that contain viruses, Trojan horses, worms, spyware or other malicious content;
(c) perform Abusive Trading;
(d) send massive requests on the server which may cause delays in the execution time;
(e) attempt to gain unauthorized access to our computer system or the computer system(s) of any other user, or to parts of the App to which you do not have access rights or attempt to reverse engineer or otherwise circumvent any security measures that the Company has applied to the App;
(f) take any action which does or may cause the provision of the App to other users to be interrupted or degraded;
(g) convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature;
(h) carry out any commercial business on the App;
(i) knowingly or negligently upload or download files that contain software or other material protected by copyright, trademarks, patents or other intellectual property rights (or by rights of confidentiality or privacy of publicity, where applicable) unless you own or control the rights thereto or have received all necessary consents;
(j) falsify the origin or source of any content or other material;
(k) use any software, which applies artificial intelligence analysis to the Company's systems and/or App;
(l) intercept, monitor, damage or modify any communication which is not intended for them;
(m) use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the App or the communication system or any system of the Company;
(n) send any unsolicited commercial communication not permitted under applicable law or

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Applicable Regulations;

(o) do anything that will or may violate the integrity of the Company computer system or App or cause such system(s) to malfunction or stop their operation;

(p) do any action that could potentially allow the irregular or unauthorized access or use of the App; or

(q) unlawfully log into the App and execute an order to buy or Short a Financial Instrument from a location or IP address originating from a region or jurisdiction where it is not allowed for regulatory reasons;

(r) open more than one Account under the your name;

(s) use other Accounts on behalf of other clients or third parties.

3.15. Should we reasonably suspect that you have violated the terms of Sections 3.13 - 3.14 hereunder, we are entitled to take one or more of the counter measures Events of Default of Section 26.2 hereunder.

4. Account Credentials and Security

4.1. In the event that we accept you as our Client, we shall open an Account in your name which will allow you to place Orders on our App. It is agreed and understood that the Company may offer different types of Accounts, which may have different margin Requirements and characteristics.

4.2. In order to access your Account, you will be asked to enter your Account Credentials issued by us to you, which are confidential and shall be used solely by you.

4.3. You:

(a) are responsible for ensuring that your Account Credentials remain confidential and for taking such other precautions as may be necessary to ensure they cannot be used by any person other than you or your authorized representative and making sure that a third party is not provided access to your device;

(b) must notify us immediately if you become aware that your Account Credentials have in any way become compromised or if any third party may be able to access the App; and

(c) You agree we do not have to establish the authority of anyone quoting your Account number or Account Credentials. The use of your Account Credentials by any third party is expressly prohibited.

4.4. If we believe that there is likely to be a breach of security, we may require you to change your Account Credentials or suspend your access to the App. We reserve the right to edit, amend or issue you with new Account Credentials or require a change of your Account Credentials at any time, by giving notice to you.

4.5. You are responsible for ensuring that you alone control access to your Account Credentials, and that no minor or other person is granted access to the App by using your

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Account Credentials. You acknowledge that you are ultimately and solely responsible for all actions on the App through your Registration Data, including any unauthorized disclosure of your Account Credentials.

4.6. You undertake to notify us immediately if you become aware of any loss, theft or use by any other person or entity other than you, of any of your Registration Data, including your Account Credentials. We will then take steps to prevent any further use of such Account Credentials and will issue replacement Account Credentials. You will be unable to access your account, place/ modify /close any Orders until you receive your replacement Account Credentials.

4.7. If we are informed from a reliable source that your Account Credentials may have been received by unauthorized third parties, we may, at our discretion, be at our discretion without having an obligation to notify you in advance, disable access to the Account, deactivate the Account.

4.8. You as the Client are permitted to access, store, display, analyze, modify, print the information that is available to you and relates to the operations of your Account(s) via the App. You are not permitted to publish, transmit or reproduce or otherwise provide access to third parties, without prior disclosure and consent by the Company.

4.9. You acknowledge that we bear no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data and Account Credentials when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

4.10. You shall indemnify, defend, and hold us harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of the App through your Account Credentials.

5. Intellectual Property

5.1. You acknowledge that all Intellectual Property Rights in the App are owned by us or our licensors.

5.2. You will not:

(a) copy, record, edit, alter or translate any of the App, or any part of the App. This shall include, without limitation not removing, editing or otherwise interfering with (or attempting to remove edit or otherwise interfere with) any names, marks, logos or branding on the App;

(b) reverse engineer, disassemble or otherwise attempt to derive source code for the App in whole or in part except to the extent expressly permitted by law; and

(c) in any manner damage or impair any of our Intellectual Property Rights, and shall use your best efforts to protect our Intellectual Property Rights from infringement by third parties.

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5.3. The App, all copies and any derivative works thereof (by whoever created), the associated goodwill and any Intellectual Property Rights in the App, are and shall remain owned solely by us or our licensors. Except for the license granted under this Client Agreement, no other license, right, or interest in any goodwill or Intellectual Property Right in the App or any part or derivative work thereof is granted or conveyed to you.

5.4. Unless expressly permitted in this Agreement, you shall not:

(a) assign, sublicense, transfer, pledge, lease, rent, distribute or share the App or any rights thereto under the Client Agreement;
(b) separate any component part of the App, or separately use any component part thereof on any equipment, machinery, hardware or system whatsoever;
(c) decompile, disassemble, reverse compile, reverse engineer, create derivative works of or reproduce (other than one copy solely for backup and archival purposes) the App or any parts thereof;
(d) remove or destroy any proprietary marking or legends placed upon or contained within the App;
(e) develop methods to enable unauthorized parties to use the App;
(f) attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the App by any means whatsoever;
(g) provide, lease, lend, use for time sharing or service bureau purposes, or otherwise use or allow others to use the App for the benefit of third parties;
(h) work around any technical limitations in the App, or use any tool to enable features or functionalities that are otherwise disabled in the App;
(i) use similar processes and functions to develop competing features or functions with the App;
(j) use the App or any Financial Data to conduct any fraudulent, inappropriate or illegal activities, including without limitation deceptive impersonation;
(k) permit or encourage any third party to do any of the foregoing.

6. Application and Registration Data

6.1. In order to use the App and our Services, you must fill in our online onboarding questionnaire and provide us with personal details, such as name, date of birth, country of tax residence, trading knowledge and experience etc. and including identification documents (i.e. valid Passport and recent Utility Bill), as Registration Data. After you fill in the questionnaire and upload all the required identification documentation and Registration Data required by us for our own internal checks, we will send you a notice informing you whether you have been accepted as a Client of the Company and your classification. It is understood that we are not to be required (and may be unable under Applicable Regulations) to accept a person as our Client until all documentation we require has been received by us, and all internal Company checks (including without limitation Anti-Money Laundering checks, appropriateness test or suitability test, as the case may be) have been duly satisfied. It is further understood that we reserve the right to impose additional due diligence requirements to accept Clients residing in certain countries.

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6.2. You agree and undertake to:

- notify us of any changes to your personal and financial information and/or in your financial condition by emailing support@50k.trade
- provide true, accurate, current and complete Registration Data as prompted by the registration process;
- maintain and promptly update the Registration Data to keep it accurate, current and complete by emailing any changes to support@50k.trade;
- ensure that you log out from your Account at the end of each session on the App;
- We may carry out credit and other checks from time to time as we deem appropriate. Your Registration Data or other information may be used in the prevention of money laundering as well as for the maintenance of your account. You authorize us to use your Registration Data and other information to perform the above checks in relation to your application process;
- In the event we become aware of any illegal activity or impropriety in the Registration Data, we may freeze your account. Should such an event occur we may not be in a position to release funds and may not be able to carry out subsequent instructions from you.
- In the event of failure of any due diligence requirement (e.g. failure to provide the Company with the requested identification documents within the requested time frame), any funds deposited with the Company may be immediately returned to the same account and source from which they originated and the business relationship between you and the Company will be terminated.
- In the event that the Company is suspecting fraud, manipulation arbitrage or other forms of deceitful or fraudulent activity in a Client's account(s), the Company is entitled to withdraw any profits and charge additional costs and fees which are deemed as adequate at its sole discretion and shall not be liable for the cancellation of any trading transaction or profits or in the event of damages or losses which may result from the suspension of the Account, closure or unwinding.

6.3. Once logged onto the App using your Account Credentials, you authorize us to rely upon any information or instructions set forth in any data transmission using your Registration Data, without making further investigation or inquiry. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms actually received by us.

7. Assessing Appropriateness

7.1. In providing its Services, the Company is obliged under Applicable Regulations to seek information from Clients or potential Client regarding their knowledge, experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, ability to bear losses and risk tolerance, so as to enable the Company to assess whether the client falls within the Company's/ product's positive target market and whether the service and/or Financial Instrument is appropriate for the Client.

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7.2. Where the Clients or potential Client elects not to provide the information regarding their knowledge, experience, ability to bear losses and risk tolerance or where provide insufficient information regarding their knowledge, experience, ability to bear losses and risk tolerance, the Company will not be able to determine whether the service or Financial Instrument is appropriate for them.

7.3. The Company is entitled, at its sole discretion, to request additional information regarding the Client and/or to request an update of the data notified by the Client, whenever it deems necessary.

7.4. The Company shall assume that information about their knowledge, experience, ability to bear losses and risk tolerance provided from the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.

8. Client Classification

8.1. We shall treat you as a Retail Client for the purposes of the CySEC Rules and the Applicable Regulations. You have the right to request a different method of categorization as is explained under the Client Categorization Policy found on the Company's Website. However, if you request a different categorization and the Company agrees to such categorization, you accept that the level of protection that is afforded by CySEC Regulations and other Applicable Regulations may differ.

8.2. It is understood that we have the right to review the Client's Categorization and change your Categorization if this is deemed necessary (subject to Applicable Regulations). You accept that when categorizing you and dealing with you, the Company will rely on the accuracy, completeness and correctness of the information provided by you in your Account Opening Application Form and the Appropriateness test. You have the responsibility to immediately notify us in writing if such information changes at any time thereafter.

9. Services

9.1. If you are accepted as our Client, we shall be providing the following investment and ancillary services, subject to your obligations under the Agreement being fulfilled:

1) Reception and transmission of orders in relation to one or more financial instruments;
2) Execution of orders;
3) Portfolio management;
4) Dealing on own account;

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5) Safekeeping and administration of financial instruments for the account of clients;
6) Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction;
7) Foreign exchange services where these are connected to the provision of investment services;
8) Investment research and financial analysis or other forms;

9.2. It is understood that not all of the Services under Section 9.1 of this Agreement may be applicable for each Client.

10. Advice and Commentary

10.1. The Company will not advise the Clients about the merits of a particular Order or give them any form of investment advice. The Client alone will decide how to handle their Account and place Orders and take relevant decisions based on their own judgment. In asking the Company to enter into any Transaction, the Client represents that they have been solely responsible for making their own independent appraisal and investigation into the risks of the Transaction. They represent that they have sufficient knowledge, market sophistication, professional advice and experience to make their own evaluation of the merits and risks of any Transaction.

10.2. The Company assumes no fiduciary duty in its relations with the Client.

10.3. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction/if he is in any doubt as to whether he may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.

10.4. The Company may, from time to time and at its discretion, provide the Client with information, news, or other marketing communications. Where it does so:

(a) The Company explicitly states that the information and/or news provided to clients constitute marketing communications and does not constitute investment advice or investment research.

(b) The Company will not be responsible for such information; the Company provides no representation, warranty or guarantee as to the accuracy and completeness of such Information or as to the tax or legal implications of any related Transaction.

(c) This information is provided solely to enable the Client to make their own investment decisions and does not constitute any investment advice or unsolicited financial promotion to the Client.

(d) If the information contains a restriction on the person or category of persons or target market for whom that document is intended or to whom it is distributed, the Client agrees that he will not distribute it or share it with or pass this on to any such

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person or category of persons.

10.5. It is understood that the information provided or made available by the Company to the clients or visitors of the website are subject to change, amendments, withdrawal at any time and without prior notice.

11. Confidentiality and Processing of Personal Data

11.1. The Company is the Data Controller for the purposes of the applicable data protection legislation, including the GDPR and the Law on the protection of natural persons against the processing of personal data and the free movement of such data, Law 125(I)/2018 and/or other applicable data protection legislation and/or guidelines.

11.2. The Company may collect Client information directly from the Clients (in their completed online Account Opening Application Form or from their use of the Website otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers. Therefore, the Client hereby acknowledges and agrees to the collection and processing of personal data provided by the Client in connection with the opening of a Account for the purpose of performing our obligations under these Terms and Conditions and for administering the relationship between the Client and us.

11.3. Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for administration of the Services, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

11.4. The Company will use the relevant lawful bases applicable to each processing purpose mentioned in the Company's Privacy Policy.

11.5. The Company may on some occasions share your Personal Data with third parties in order to provide you with the Services and improve your trading experience, in accordance with the applicable laws and the Company's Privacy Policy. The Company will not disclose your Personal Data to any third party without your prior consent and/or without having a legal basis to do so. It is further understood, that we may transfer and/or disclose your personal data to countries outside of the EEA in case this is required for any of the purposes described in Section 11.3, provided that such transfer and/or disclosure of your personal data is in compliance with the relevant requirements of the applicable data protection legislation.

11.6. You hereby acknowledge and agree that the Company may pass information provided by you to the Company, to other companies belonging to the same group with the

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Company and to other associated companies, in accordance with the Company's Privacy Policy.

11.7. In accordance with the Company's Privacy Policy, the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

(a) where required by law or a court order by a competent Court.

(b) where requested by CySEC or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients.

(c) to government bodies and law enforcement agencies where required by law and in response to other legal and regulatory requests;

(d) to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;

(e) where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority;

(f) to such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services;

(g) to payment service providers and banks/credit institutions processing your transactions;

(h) to auditors or contractors or other advisers auditing, assisting with or advising on any of our business purposes; provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;

(i) only to the extent required and only the contact details to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement.

(j) to a Trade Repository or similar under the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties (CCPs) and trade repositories (TRs) (EMIR).

(k) only to the extent required, to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form.

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(l) where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority.

(m) to anyone authorized by you.

(n) to an Affiliate of the Company or any other company in the same group of the Company.

(o) to any third-party where such disclosure is required in order to enforce or apply our Terms and Conditions or other relevant agreements.

(p) to successors or assignees or transferees or buyers, with fifteen (15) Business Days prior Written Notice to the Client; this will happen in the event that the Company decides to sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under the Agreement with you or the performance of the entire Agreement subject to providing fifteen (15) Business Days Prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganization of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.

11.8. You acknowledge our processing of all such information for the purposes of performing our duties and obligations under this Agreement and for the purpose of administering the relationship between you and us. You agree we may share your personal information with third parties for these purposes and we may also use the information for analysis and improving our product and services in line with our Privacy Policy found on our Website.

11.9. You recognize that you may receive commentary, analysis, market updates and/or confidential or proprietary information, provided that your prior consent for the provision of such information is collected by the Company. You further acknowledge that you are entitled to withdraw such consent at any time by contacting us at support@50k.trade.

11.10. In the event that you have consented to the use of your personal data by the Company for marketing and information management purposes, or to conduct market research for the Company, then the Company may share these data with other companies in its group or with carefully selected external parties that may use the personal data to provide you with information about the products and services that may be of your interest. You further acknowledge that you are entitled to withdraw consent at any time by contacting us at support@50k.trade.

11.11. Under certain circumstances, you have the right in relation to your personal data:

Right of access – you have the right to request from us to provide you with a copy of the personal data that we hold about you.

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Right of rectification – you have a right to request from us to correct the personal data that we hold about you that is inaccurate or incomplete.

Right to be forgotten – you have a right to request from us in certain circumstances to erase your personal data from our records. In case that these circumstances apply to your case and provided that no exception to this obligation applies (e.g. where we are obliged to store your personal data in compliance with a legal obligation under Cypriot or EU law), the Company acting as your controller will erase your personal data from its records.

Right to restriction of processing – you have a right to request from us where certain conditions apply, to restrict the processing of your personal data.

Right of portability – you have the right to request from us where certain conditions apply, to have the data we hold about you transferred to another organization. Where these conditions apply, the Company will transfer your personal data to another organization.

Right to object – you have the right to object on grounds relating to your particular situation, to certain types of processing such as direct marketing or where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request the transfer of your personal data to you or to a third party. We will provide you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Right to withdraw consent where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

In respect to the aforementioned rights, we will respond to requests for personal data and, where applicable, will correct, amend or delete your personal data. You can send the relevant request to the following e-mail address:
dpo@50k.trade

11.12. You must read and acknowledge the Privacy Policy of the Company available online.

11.13. All information belonging to or relating to us including, without limitation, information concerning business plans, customers, supplies, services, Intellectual Property Rights and/or financial information received by you as a result of entering into or performing the Client Agreement which is designated as confidential by us or is otherwise clearly confidential in nature constitutes "confidential information".

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11.14. You agree not to use our confidential information for any purpose other than the purpose for which it is supplied to you under the Client Agreement and agree not to divulge confidential information received from us to any third party, and to prevent its disclosure to or access by any third party without our prior written consent except as may be required by law or any legal or regulatory authority.

11.15. You will use a reasonable degree of care to protect our confidential information. This obligation will survive the termination of this Agreement, in respect of a particular item of confidential information, until such earlier time as that item of confidential information reaches the public domain other than through your breach of this term.

11.16. You acknowledge that we shall be entitled to seek specific performance, injunctive relief or any other equitable remedies for any breach or threatened breach of any provision of this Section, which remedies shall not be deemed to be exclusive remedies for such breach or threatened breach by you, but shall be in addition to all other remedies available to us at law, in equity, or otherwise.

11.17. For more information on how you are processing your personal data please refer to the Company's Privacy Policy.

12. Administration and Marketing

12.1. You accept that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, email or post.

13. Telephone Calls, E-mails and Records

13.1. Phone calls, Emails and chat conversations between the Client and the Company shall be kept by the Company.

13.2. Our records will be evidence of your dealings with us in connection with the App. You will not rely on us to comply with your record keeping obligations, although records will be made available to you on request.

13.3. Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client, for at least five (5) years after termination of the Agreement or a Transaction.

13.4. Any communications between the Client and the Company as well as internal communications which relate to the Client` affairs and/or Transactions and/or Orders are recorded and kept by the Company and such recordings and communication will be the sole property of the Company. A copy of such communications will be available on request by the Client, for a period of five (5) years and were requested by CySEC, for a period of

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up to seven (7) years.

13.5. The Company has automated solutions in respect to the Account opening procedure, specifically during the Appropriateness Test. The systems are constituted by a scoring system and are calculating the results automatically. By entering into this Agreement, you understand and consent that those Tests are automated and based on your answers, the Company may approve/ reject you as a Client and/or refuse trading on a specific financial instrument.

14. Trade Confirmations and Reporting

14.1. The Company shall provide the Client with adequate reporting on their Orders/ positions via the App used by the Client, which will provide them with all information in order to comply with CySEC Rules and Applicable Regulations in regard to client reporting requirements.

14.2. The Company will promptly provide the Client, in a durable medium, with the essential information concerning the execution of their Order.

14.3. Company will make available to the client using the App as provided by Applicable Regulations, confirming execution of the Order. Such information will include the information provided in Applicable Regulations, including, but not limited to, the following information which is common to all Orders:

a) [Company identification]
b) [Trading Date]
c) [Type of the Order]
d) [Instrument Identification]
e) [Nature of the order, e.g. buy/short]
f) [the quantity, the unit price and the total consideration]
g) [the total sum of commissions and expenses]

14.4. If the Client has a reason to believe that a report / trade confirmation is wrong, the Client shall contact the Company within ten (10) Business Days from the date report / trade confirmation of the Order. The Company will, depending on the Transaction and on whether it should be reported under Applicable Regulations, report the Transactions to the competent authority as provided by Applicable Regulations.

15. General Rules of Trading

15.1. Without prejudice to any other provisions herein and in particular Section 15.12 of this Client Agreement, once the Client places an Order on the App, the Company arranges for the execution of the said Order according to the Summary of Best Execution Policy, found on the Company's Website.

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15.2. The actual price of the transaction will be determined at the time of execution of the order (and therefore slippage may occur).

15.3. We reserve the right to void from the outset any Transaction containing or based on any Manifest Error. In the absence of our fraud or willful default, we will not be liable to you for any loss, cost, claim, demand or expense following any Manifest Error.

15.4. You shall comply with any restrictions that we notify you from time to time with respect to your activities on the App, including without limitation, the size of Transactions or other conditions that may apply to our Quote.

15.5. You acknowledge that the App is independent of any Markets and we are under no obligation to quote a particular price or follow the trading rules consistent with such Markets. You further acknowledge that the triggering of your Order is linked to the prices quoted on the App, with reference to market data. The Company may provide the client with only the relevant information which is available via the applicable Liquidity Provider and/or Price Feed Provider and/or Exchange. Prices provided by the Company are not linked to the prices quoted elsewhere on the relevant Markets and the Company does not guarantee that when executing an Order its price will be more favorable than one which might be available elsewhere. In determining whether the prices quoted on the App reach or exceed the price accepted by us in a Transaction, we will be entitled (but not obliged), in our absolute discretion, to disregard any prices quoted on our App during any pre- market, post-market or intra-day auction periods in the relevant market and/or Markets, during any intra-day or other period of suspension in the relevant market and/or Markets, or during any other period that in our reasonable opinion may give rise to short-term price spikes or other distortions.

15.6. When you place an Order on the App, you agree that you are not dealing with a recognized exchange.

15.7. You undertake and agree not to use the prices quoted on the App for any purpose other than for your own trading purpose, and you agree not to redistribute our prices to any other person whether such redistribution is for commercial or other purposes.

15.8. Each Position opened by you, and any Transaction completed, will be binding on you.

15.9. Extended trading intervals may be offered or removed at Company's discretion. While intervals may not be available for trading, it can still be provided for informational purposes and for margin handling at the account level.

15.10. We will be under no obligation to but may, in our absolute discretion, provide a Quote and accept and act on your offer to open or close a Position for an Financial Instrument outside of the Trading Hours of such Financial Instrument. In some cases, Transactions may only be traded during the time when the relevant Market is open. Trading Hours are displayed on the App under the details of each specific Financial Instrument. It is your responsibility to ensure you are aware of which Financial Instrument may be

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affected.

15.11. Without prejudice to any of our rights hereunder, if, prior to the acceptance of your Order to open or close a Position, we become aware that any of the factors set out in Section 15.12 herein has not been met, we reserve the right to reject your Order outright. If we have, nevertheless, already opened or closed a Position prior to becoming aware that a factor set out in Section 15.12 herein has not been met, we may in our discretion either treat such a Transaction as void from the outset or close the Open Position at our prevailing price. However, we may, in our absolute discretion, allow you to open or, as the case may be, close the Open Position in which case you will be bound by the opening or closure of such Position, notwithstanding that the factors in Section 15.12 herein were not satisfied.

15.12. The factors referred to in Section 15.11 include the following:

(a) the quote must be obtained via the App;
(b) your offer to open or close the Position must be given while the quote is still valid;
(c) the Quote must not contain a Manifest Error;
(d) when you offer to open a Position, the position value must not be smaller than the minimum amount specified on the App, as applicable, from time to time;
(e) when you offer to open a Position, the position value must not be greater than the maximum amount specified on the App, as applicable, from time to time;
(f) when you offer to close part but not all of an open Position both the part of the Position that you offer to close and the part that would remain open must not be smaller than the minimum amount specified on the App;
(g) when you offer to close part but not all of an open Position both the part of the Position that you offer to close and the part that would remain open must not be greater than the maximum amount specified on the App;
(h) Force Majeure Event must not have occurred when you offer to open or close a Transaction, which affect the execution of the Transaction;
(i) An Event of Default must not have occurred in respect of you;
(j) when you offer to open any Position, the opening must not result in your exceeding any Initial or Maintenance Margin amount, credit or other limit placed on your dealings;
(k) subject to Section 15.11 herein, your offer must be given to us during the Trading Hours for the applicable Financial Instrument in respect of which you offer to open or close the Position;
(l) the internet connection or communications are not disrupted;
(m) there is no request of regulatory or supervisory authorities of Cyprus or a court order to the contrary;
(n) the legality or genuineness of the Order is under not under doubt;
(o) there are Normal Market Conditions (inter alias including the current availability and liquidity of the markets); and
(p) any other reasonable factor that we, in our sole discretion, notify you from time to time.

15.13. Use of any robots, spiders or other automated data entry systems within the App are prohibited.

15.14. The Company is under no obligation to monitor or advise the Client on the status of any Transaction. It is the Client's responsibility to be aware of their positions at all times.

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It is noted that the Company offers margin close-out protection to retail clients' accounts. Margin close-out protection means the closure of one or more of the retail client's open position on terms most favorable to the client, when the equity of the account falls to less than a specific limit of the initial margin of all open positions.

The Margin close out limit may vary per instrument (i.e., from 25% to 50%) depending on the management risk assessment. This limit may change from time to time based on the Company's decision without any prior notice. To find the most accurate information regarding the margin requirements for each instrument please visit the trading App and check the "Maintenance Margin" under each instruments' "Specs".

15.15. One or more of the Client's positions may be affected by a corporate action type event ("Corporate Action") the occurrence of which may have a dramatic effect on their trade(s) and/or on their trading account generally. A Corporate Action can include but is not limited to:

a) any rights, scrip, bonus, capitalization or other issue or offer of shares, warrants or options
b) any acquisition or cancellation of own shares by the issuer any reduction, subdivision, consolidation or reclassification of share capital
c) any distribution of cash or shares, including any payment of dividend
d) a take-over or merger offer
e) any amalgamation or reconstruction affecting the shares concerned

15.16. The Company will undertake any actions that it considers reasonable and necessary to give effect to the Corporate Action as it relates to the Client's trade(s). The actions the Company may take upon the occurrence of a Corporate Action are as follows:

a) the Client's account may be credited or debited with an amount due
b) the Client's open trades and/or working Orders including any Close at profit (Take Profit) or Close at loss (Stop Loss) Orders may be adjusted, closed or canceled to reflect the terms of the Corporate Action
c) one or more new trades may be opened on the Client's trading account, as soon as practicable and as a result of the corporate event
d) the Company may increase the margin factor in relation to the affected trade(s)
e) the Company may restrict access to the account so that the Client is not able to close one or more of the affected trades until after the Corporate Action has passed.

15.17. The Company recommends that before Clients open a trade with the Company they carry out their own research into whether the trade that they intend to open is liable to be the subject of a Corporate Action and if so the likely effect of that action on the trade that they wish to open.

15.18. The Client is responsible to ensure that sufficient amounts of funds are placed in the client's account in order to make any additional transactions in financial instruments pursuant to the corporate action. The Company is not obliged to take any action on the client's behalf if there are no sufficient funds in place to proceed with such an action.

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15.19. Insolvency. If a company, whose You hold shares, goes into insolvency or is otherwise dissolved, we shall close any such of your open positions on these shares. The closing date shall be the date of insolvency.

15.20. The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

15.21. The Company reserves the right to impose limitations and/or restrictions on clients' account(s) where deemed necessary, following a risk management assessment. Such measures are implemented with the objective of limiting the client's exposure and, consequently, mitigating any potential impact on the Company.

16. Our Right to Force Close or decline orders, or close Account

16.1. Subject to Section 15.13 in relation to the provision of **margin close-out protection** to retail clients, if the prices quoted on the App change such that the value of your account is less than the accumulated maintenance margin (of all open positions), all or some positions shall be automatically closed (or partially closed) by the Company, in an order determined by the Company.

16.2. The Company shall notify the client about any expired due diligence documents or updated due diligence documents needed, via different means of communication. In case that the client fails to provide adequate documentation to the Company within 15 calendar days, then the account of the client may be closed. If the client maintains no open positions, the client's account maybe deactivated, and the client will be provided with the option to reactivate its account once the necessary identification and due diligence documents will be provided. In the case that the client does not provide the requested information within 180 days then the account will be closed, and any available funds will be returned to the same source of deposit.

16.3. In the case that the client is not responding and the Company cannot send funds back to the same source of deposit, clients funds will be kept to segregated accounts of the company and will be denominated as clients funds, until client's feedback is received and enable the Company to proceed with the withdrawal request.

16.4. We have the right to close your Account without any prior notice if we suspect or identify that you have opened multiple Accounts (i.e., more than one account) under your name or under any other related person.

17. Force Majeure

17.1. We may, in our reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure Event will include, but is not limited to, the following:

(a) any act, event or occurrence (including without limitation any strike, riot or civil

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commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supranational bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the Financial Instruments in respect of which we deal on the App;

(b) act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
(c) labor disputes and lock-out which affect the operations of the Company;
(d) the suspension or closure of any Market or the occurrence, abandonment or failure of any Underlying Asset on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
(e) suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized Apps;
(f) a financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
(g) the occurrence of an excessive movement in the level of any Transaction and/or Market or our anticipation (acting reasonably) of the occurrence of such a movement;
(h) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or
(i) the failure of any relevant supplier, Financial Institution, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

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

(a) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.
(b) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.
(c) Disable access to the App(s) in case of malfunction for maintenance or to avoid damage.
(d) Close out all or some of the clients open positions.
(e) Refuse to accept Orders from Clients.
(f) Inactivate the Client Account.
(g) Increase Margin requirements without notice.
(h) Decrease margin levels
(i) Closeout any or all Open Positions at such prices as the Company considers in good faith to be appropriate.
(j) Increase Spreads.

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(k) Change Stop Out Level.

17.3. You agree that we will not be liable in any way to you or to any other person in the event of a Force Majeure Event, nor for our actions pursuant to Section 17.2, if we decide to take such action. The Parties shall be released of all responsibilities for partial or full nonfulfillment, as well as for improper fulfillment of the obligations under this Agreement, if such non-fulfillment or improper fulfillment was a result of a Force Majeure Event, which occurred after the Client Agreement were concluded.

18. Margin Requirements and Margin Calls

18.1. In order to open a Position, you undertake to provide the Initial Margin in your Account. In order to keep a Position open, you undertake to ensure that the amount in your Account equals or exceeds the Maintenance Margin. You acknowledge that the Margin for each Financial Instrument differs. Deposits into your Account can be made by wire transfer or another method of payment, to a bank account, or other location, as we may notify to you from time to time. Based on the amount of money you have in your Account, we retain the right to limit the amount and total number of open Transactions that you may wish to open or currently maintain on the App.

18.2. It is your responsibility to ensure that you understand how Margin Requirements are calculated.

18.3. Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, giving to the Client five (5) Business Days Notice prior to these amendments. New Margin Requirements shall be applied for new positions. The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open where this is deemed necessary. All changes shall be effected on the App and the Client shall be informed via email or other notification using the App and be requested to consent to such updates. It is the Client's responsibility to monitor at all times the amount deposited in their Account against the amount of any Margin required under this Agreement and any additional margin that may become necessary to keep their positions open.

18.4. You are aware and acknowledge that we may, in our sole discretion, require you to take certain action in your Account pursuant to a Margin Call. A Margin Call may be based upon a number of factors, including without limitation, your overall position with us, your account size, the number of open Transactions you have, volume traded and market conditions.

18.5. The Company shall not have an obligation to make any Margin Call to the Client but in the event that it does, or in the event that the App warns the Client that it reached a certain percentage of the Margin in the Account, the Client should take all or any of the two options, within a short period of time, to deal with the situation:

(a) Limit their exposure (close positions); and/or

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(b) Deposit more money in their Account.

18.6. Subject to Section 15.14 in relation to the provision of margin close-out protection to retail clients, failure to meet the Margin Requirements at any time or failure to take an action under Section 18.5 of this Client Agreement, gives us the right in our sole discretion, to close any and/or all of your Open Positions whether at a loss or a profit without further notice to you. It is your responsibility to monitor, at all times, the amount deposited in your Account against the amount of Maintenance Margin required as a result of your trading decisions.

18.7. Margin shall be paid in monetary funds in the Currency of the Account.

18.8. You are aware that the margin requirement may vary from instrument to instrument. As these requirements may change from time to time without any prior notice, it is your responsibility to find the most accurate information regarding the margin requirements for each instrument by visiting the trading App, the "Initial Margin" under each instruments' "Specs".

19. Settlement, Payments, Costs and Taxes

19.1. Upon closing a Transaction:

(i) When a Buy/Long transaction in Securities is closed, You will receive a sum equal to the Current Value of the transaction minus any other charges.

The sum which you've received when closing a position in Securities (including conversion spread if the account currency differs from the currency of the price quotation of the Instrument) minus the Open Value of the transaction, is the Profit and Loss on your transaction (i.e.: "P&L").

19.2. All sums for which either Party is liable under Section 19.1 above in this Client Agreement are immediacy payable upon closing of the Transaction. You hereby authorise us to debit or credit your Account with the relevant sums at the closing of each Transaction. It is understood that once you place an Order, until such Order is executed and the Transaction is closed, the Maintenance Margin shall be unavailable for withdrawal.

19.3. You shall be liable for any and all taxes, fees and assessments with respect to any Transaction you complete on the App. It is your obligation alone to calculate and pay all taxes applicable to you in your country of residence, or otherwise arising as a result of your trading activity from the use of the App.

19.4. It is possible that other costs, including taxes, relating to transactions carried out on the App may arise for which you are liable and which are neither paid via us nor imposed by us.

19.5. You undertake to pay all stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the Transactions under this Agreement.

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19.6. An Interest fee is applicable, as this explained under Section 3 of the Appendix A hereunder. In addition, the Company may charge a withdrawal fee in certain cases.

19.7. The Company has the right to vary its fees, charges and commissions from time to time according to the provisions of Section 24.1 of this Client Agreement.

19.8. Should your country of residence operate regulations or laws which restrict the use of currency or require you to report receipts and payments of that currency to a regulator or legal authority, you agree that you will fulfill any reporting obligations or obtain any required consents or approvals which may arise as a result of your use of the App or associated transactions.

20. Deposits and Withdrawals

20.1. The Client may deposit funds into the Account at any time during the course of this Agreement. Deposits will be made via credit card, wire transfer or any other alternative methods accepted by the Company from time to time. The Company will not accept third party or anonymous payments in the Account. Deposits for Margin and any other deposits due will, unless otherwise agreed or specified by us, be required in the Currency of the Account, based on your country of origin as specified in your address and as shall be specified on the App.

20.2. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.

20.3. If the Client makes a deposit using bank transfer, the Company shall credit the relevant Account with the relevant amount actually received by the Company within two (2) Business Day following the amount is cleared in the bank account of the Company taking into consideration that the client provided all verification documents.

20.4. If the Client makes a deposit using a credit card, the Company shall automatically credit the relevant Account with the relevant amount actually received by the Company as soon as the deposit is confirmed.

20.5. If clients make a deposit before they are fully verified, the Company shall hold their funds in a "freezed" status until receiving sufficient verification documents.

20.6. If the Client fails to provide the Company with sufficient verification documents within 15 days as of the day in which the deposited funds are received by the Company, then the Company shall release the freezed funds back to the Client's initial method of payment.

20.7. If the funds sent by the Client are not deposited in the Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation may be deducted from their Account or paid directly to the bank performing

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the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

20.8. The Company shall affect withdrawals of Client funds upon the Company receiving a relevant request from the Client, which was submitted via the App, and in the same currency of the Client's Account.

20.9. The Client is not able to request to withdraw funds from the Account unless these funds are available.

20.10. Upon the Company receiving an instruction from the Client to withdraw funds from the Account, the Company shall process the withdrawal request within one working day, if the following requirements are met:

(a) the instruction is to make a transfer to the originating account (whether that is a bank account, card, a payment system account etc.) from which the money was originally deposited in the Account or at the Client's request to a bank account belonging to the Client (supporting documentation will be requested);
(b) the account where the transfer is to be made belongs to the Client;
(c) at the moment of payment, the Client's Balance exceeds the amount specified in the withdrawal instruction including all payment charges;
(d) there is no Force Majeure event which prohibits the Company from effecting the withdrawal.
(e) there is no outstanding Margin Obligation;
(f) the Client must be fully verified.

In case any of the above-mentioned conditions have not been met, the Company shall at its sole discretion take any necessary actions to ensure that (i) the identity of the Client is appropriately verified, (ii) the transfer is effected to the account that belongs to the Client,
(iii) the Client has sufficient funds in their Client Account in order to maintain all Open Positions.

20.11. It is agreed and understood that withdrawals will only be effected towards the Client. The Company will not process withdrawals to any other third party or anonymous account.

20.12. The funds will be returned in the same method and to the same account from which they originated. The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method.

20.13. All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Account for these charges.

20.14. When clients Deposit or place a Withdrawal Request below the minimum amount, a fee will apply. Please find more details for the minimum amount per method on our website and Application under the relevant Commission Section (link).

20.15. Withdrawal fees may apply from time to time in case the amount left in the account is less than the minimum amount for withdrawal.

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20.16. Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake, and the Client may have to bear the loss.

20.17. The Company reserves the right to suspend, cancel, or refuse to process a withdrawal request at any time prior to execution where the Client maintains open positions or outstanding market exposure, and where the execution of such withdrawal would, in the Company's reasonable assessment, impair the Client's ability to absorb potential losses or adversely affect the Company's risk management, margin, or safeguarding obligations. Withdrawal requests remain subject to ongoing risk, margin, and exposure assessments until execution, and the Company shall not be obliged to process or reinstate a withdrawal where funds are required to cover actual or potential liabilities arising from open positions, including losses resulting from market gaps or price movements.

20.18. **Chargeback:**

The Client acknowledges and agrees that all deposits made to the Client's trading account constitute funds intended for the provision of investment services by the Company. By depositing funds, the Client confirms that: (a) the payment method used belongs to the Client; and (b) the Client is not entitled to request a chargeback or reversal of any transaction on the basis of dissatisfaction with the outcome of trading activity or any reason unrelated to an unauthorized transaction.

In the event that the Client initiates a chargeback or payment dispute without lawful grounds, the Company reserves the right to: (i) immediately suspend or terminate the Client's account; (ii) recover any losses, fees, or expenses incurred by the Company as a result of the chargeback, including legal and administrative costs; and (iii) report the matter to relevant payment service providers, financial institutions, and competent authorities where appropriate.

The Company may provide evidence to the issuing bank or payment service provider demonstrating the validity of the transaction, including but not limited to account activity, communication records, and proof of service delivery.

The Company may charge a reasonable research fee to cover the administrative, operational, and investigative costs incurred in responding to the dispute. The research fee is €50 (fifty euro) and may be deducted directly from the Client's account once the dispute is resolved.

The research fee reflects the time and resources required to collect evidence, prepare documentation, communicate with payment service providers, and manage the dispute process.

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20.19. The Client acknowledges and agrees that the availability of specific payment methods may vary by jurisdiction and that certain payment methods may not be accessible in his/her country of residence.

21. Safeguarding of Client Money

21.1. The Company will promptly place any Client money it receives into one or more segregated account(s) (denoted as 'clients' accounts') with reliable financial institutions (within or outside Cyprus or the EEA) such as a credit institution or a bank in a third country. It is understood that the Company may keep merchant accounts in its name with payment services providers used to settle payment transactions of its Clients. However, for the avoidance of doubt, it is noted that such merchant accounts are not used for safekeeping of Client money but only to effect settlements of payment transactions.

21.2. According to Applicable Regulations, the Company shall exercise due skill, care and diligence in the selection and appointment and periodic review of the financial institution of Section 21.1 of this Client Agreement and the arrangements for holding of Client money. The Company takes into account the expertise and market reputation of such institutions with the view of ensuring the protection of Client's rights, as well as any legal or regulatory requirements or market practices related to holding of Client money that could adversely affect Client's right.

21.3. According to Applicable Regulations, for the purposes of safeguarding of Client money, the Company:

(a) shall keep such records and accounts as are necessary to distinguish Clients' assets from its own and of other Clients'; such records shall be accurate and correspond to the Client money;
(b) shall conduct, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;
(c) shall at all times keep Client money segregated from the Company's own money;
(d) shall not use Client money in the course of its own business;
(e) shall take the necessary steps to ensure that Client money deposited with a financial institution (according to Section 21.1 of this Client Agreement) are held in an account(s) identified separately from any accounts used to hold funds of the Company;

21.4. shall introduce adequate organizational arrangements to minimize the risks of the loss or diminution of Client money, as a result of misuse, fraud, poor administration, inadequate record keeping or negligence. The financial institution (of Section 21.1 of this Client Agreement) where Client money will be held may be within or outside Cyprus or the EEA. It is understood that the legal and regulatory regime applying to any such financial institution outside Cyprus or the EEA will be different from that of Cyprus.

21.5. The financial institution to which the Company will pass Client money (as per Section 21.1 of this Client Agreement) may hold it in an omnibus account. Hence, in the event of the insolvency or any other analogous proceedings in relation to that financial institution, the Company may only have an unsecured claim against the financial institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the

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Company from the financial institution is insufficient to satisfy the claims of the Client.

21.6. It is understood that the Company may hold Client money and the money of other clients in the same account (omnibus account).

21.7. The Company shall not account to the Client for income payments and interest earned on Client money (other than profit gained through trading Transactions from their Account(s) under this Agreement) and the Client waives all right to interest payments from the deposit of clients' funds with the Company.

21.8. The Company is a member of the Investors Compensation Fund (ICF). So, depending on their classification, the Client may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations as explained in the document with the title Investors Compensation Fund.

21.9. The Company shall not conclude title transfer financial collateral arrangements with any Client who is a Retail Client for the purpose of securing or covering present or future, actual or contingent or prospective obligations of such Client.

21.10. The Company shall not grant security interests, liens or rights of set-off over Client money enabling a third party to dispose of the Client's money in order to recover debts that do not relate to the Client or provision of services to the Client, unless this is required by Applicable Law in a third country jurisdiction in which the Client money may be held. If the Company will enter into such an agreement, it will amend this Client Agreement accordingly to reflect this.

21.11. The Company provides to the Client, on the App, information in relation to the Client money that the Company holds on behalf of the Client, as provided by Applicable Regulations.

22. Netting and Set-Off

22.1. In case of termination of the present Agreement, the Company has the right to combine all or any Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of termination of the Agreement.

22.2. It should be noted that the Company does operate on a "negative balance protection" basis with respect to retail clients. This means the limit of a retail client's aggregate liability for all trades connected to its Account with the Company to the funds in that Account. For more information regarding the Company's Negative Balance Protection, please refer to the Company's Order Execution Policy.

23. Inactive and Dormant Accounts

23.1. Inactivity Fees: If there is no trading activity on your Account for a continuous period

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of ninety (90) days[1] (the "Inactivity Period"), the Account shall be deemed inactive. In such case, the Company reserves the right to charge an inactivity fee[2] per week for as long as the Account remains inactive or until the remaining balance reach zero (0). This fee is charged in return for maintaining the continued availability and operational functionality of your Account. The Company shall inform you of such intent by email or notify you on the App, at least seven (7) days before exercising its right to collect such fees. You agree that you are liable to and will pay the applicable fee as notified to you from time to time and that we may deduct such fee from any funds held by us on your behalf.

23.2. If the Account is inactive for twelve (12) months or more, and after notifying the Client in its last known contact details, the Company reserves the right to close the Account and render it dormant. Money in the dormant account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

24. Amendments

24.1. The Company shall have the right to review and change this agreement, or any of its policies, or its costs, fees, charges, commissions, financing fees, interest rates, trading conditions, execution rules and trading times, found on the Company's website and/or App, from time to time. Such changes shall be effected on the Website and /or the App and the Company shall make all reasonable efforts to inform the Client accordingly. In some cases the Company shall request the Client to accept/consent to the change. In case the Client does not accept the change, it shall be determined that the Client wishes to terminate the Agreement. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination. It is Client's responsibility to always check all information via our website and application.

25. Commencement, Termination and Results of Termination

25.1. The Agreement shall take effect and commence upon acceptance the terms and conditions and other policies by the Client on the registration **and** the opening of an Account by the Company.

25.2. Without prejudice to the Company's rights under this Agreement to terminate it immediately without prior notice to the Client, the Company may terminate this Agreement with immediate effect by giving at least seven Business Days Written Notice to the Client. The Client shall have the right to terminate this Agreement with immediate effect by giving at least seven Business Days Written Notice to the Company or by withdrawing all their funds from their trading account and ceasing their trading activity completely.

[1] An account is considered inactive if it has not held an open position for 90 days.
[2] Please refer to the Commission page for more details about the amount of inactivity fee.

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25.3. Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder.

25.4. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.

25.5. Once notice of termination of this Agreement is sent and before the termination date:
(a) the Client will have an obligation close to all their Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions at current prices;
(b) the Company will be entitled to cease to grant the Client access to the App or may limit the functionalities the Client is allowed to use on the App;
(c) the Company will be entitled to refuse to accept new Orders from the Client;
(d) the Company will be entitled to refuse to the Client to withdraw money from the Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

25.6. Upon Termination any or all the following may apply:

(a) The Company has the right to close the Account;
(b) The Company has the right to convert any currency in the Accounts;
(c) The Company has the right to close out the Client's Open Positions;
(d) In absence of illegal activity or suspected illegal activity or fraud of the Clients or instructions from the relevant authorities, if there is Balance in the Client's favor, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply them with a statement showing how that Balance was arrived at and, where appropriate, instruct any

Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's Instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments. In the event that the Client fails to provide instructions or the Client cannot be reached at their last known address, the Company shall forward such funds (at its sole discretion) directly to their bank account and/or back to the same source of deposit. It is the Client's responsibility to update their Registration Data, the company having no liability towards the Client for any lost money.

26. Event of Default

26.1. Each of the following constitutes an "Event of Default":

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(a) The failure of the Client to perform any obligation due to the Company under this Agreement.
(b) If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.
(c) The failure of the Client to provide any Initial Margin and/or Maintenance Margin, or other amount due under the Agreement;
(d) The failure of the Client to submit any identification documentation and/or any other information as required by the Company from time to time;
(e) The failure of the Client to perform any obligation due to the Company emanating from the Agreement or any other documents concluded with the Company;
(f) Where any representation or warranty made by the Client in Section 27 of this Client Agreement is or becomes untrue.
(g) The Client dies or is declared absent or becomes of unsound mind.
(h) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in Section 26.2 of this Client Agreement.
(i) An action set out in Section 26.2 is required by a competent regulatory authority or body or court.
(j) The Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or is at risk of involving the Company in any type of fraud or illegality or breach of Applicable Regulations.
(k) In cases of material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries, such materiality determined in good faith by the Company.
(l) If the Company suspects that the Client is engaged into money laundering activities, or terrorist financing, or card fraud, or other criminal activities.
(m) The Company reasonably suspects that the Client performed a prohibited action as set out in Sections 3.13.-3.15, 5.2 and 5.4 of this Client Agreement.
(n) The Company reasonably suspects that the Client performed Abusive Trading and or Abusive Behavior.
(o) The Company reasonably suspects that the Client opened the Account fraudulently.

26.2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:
(a) Terminate this Agreement immediately without prior notice to the Client.
(b) Cancel any Open Positions.
(c) Temporarily or permanently ban access to the App or suspend or prohibit any functions of the App.
(d) Reject or Decline or refuse to transmit or execute any Order of the Client.
(e) Restrict the Client's trading activity.
(f) In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country.
(g) Cancel of profits gained through Abusive Trading and/or Abusive Behavior.
(h) Immediately cancel all trades that were executed by the Client.

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(i) Take legal action for any losses suffered by the Company.

27. Representations and Warranties

27.1. You agree that each of the following representations and warranties are deemed repeated each time you open or close a Transaction by reference to the circumstances prevailing at such time:

(a) the Registration Data provided to us during registration phase and at any time thereafter is complete, true, accurate and not misleading in all respects and the certificates provided are authentic;
(b) you are of sound mind, legal age and legal competence;
(c) you are duly authorized to execute and deliver the Client Agreement, to open each Transaction and to perform your obligations hereunder and thereunder and have taken all necessary action to authorize such execution, delivery and performance;
(d) you understand how the Transactions hereunder operate before you place an offer to open a Transaction on the App. By doing so, you warrant that you understand the terms and conditions of the Client Agreement, and any legal and financial implications thereof;
(e) you have read and understand the Risks Disclosure and Warnings Notice found on the Company's Website;
(f) you have taken all reasonable steps to understand the specifications and characteristics of the App and the associated hardware, software, data processing and telecommunication systems and networks required to access and operate the App;
(g) You are acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;
(h) any person representing you in opening or closing a Transaction will have been, and the person entering into the Client Agreement on your behalf is, duly authorized to do so on your behalf;
(i) you are not an employee of any Market, a corporation in which any Market owns a majority of the capital stock, a member of any Market and/or firm registered on any Market or any bank, trust or insurance company that trades in Financial Instruments covered under this Agreement between us;
(j) you will not enter into any Transaction for the purposes of arbitrage, Scalping or to exploit any temporal and/or minor inaccuracy in any rate or price offered on the App;

you have obtained all relevant governmental or other authorizations and consents required by you in connection with the Client Agreement and in connection with opening or closing Transactions and such authorizations and consents are in full force and effect and all of their conditions have been and will be complied with;
(k) the execution, delivery and performance of the Agreement and your use of the App including each Transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected;
(l) other than in exceptional circumstances you will not send funds to your Account from

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any bank account other than as stipulated in the Registration Data. Whether exceptional circumstances exist will be determined by us from time to time;

(m) the Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;

(n) you are not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that you have not disclosed this already in the Account Opening Application Form, you will inform the Company as soon as possible and will notify the Company if at any stage during the course of this Agreement you become a Politically Exposed Person;

(o) you confirm that you have regular access to the internet and consent to the Company providing you with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreements, Policies and information about the nature and risks of investments by posting such information on the Website and/or on the App and/or by email.

27.2. You further confirm and agree that:

(a) You are neither a citizen nor a resident of the United States, are not a "U.S. person" as defined under U.S. securities laws and regulations, and have provided accurate and complete information regarding your primary residential address, which is located outside the United States.

(b) You are not a "U.S. Person" as defined under applicable U.S. tax laws, including the Foreign Account Tax Compliance Act (FATCA). If requested, You will provide a valid Form W-8BEN or other documentation reasonably necessary to confirm non-U.S. person status.

(c) You represents that all funding sources and financial transactions associated with your account shall originate from outside the United States.

(d) You do not have and will not establish any U.S.-based operations, offices, or personnel.

(e) You acknowledge that the Company is not registered, and does not currently intend to register, with the U.S. Securities and Exchange Commission or any other U.S. regulatory authority, and that the Company's services are subject to the laws and regulations of the Cyprus.

(f) You agree not to assert claims under U.S. securities laws or regulations arising out of or related to your account or the Company's services.

(g) You agree to immediately notify the Company in writing of any change in circumstances that would render any of the representations or warranties made herein inaccurate in any way, including, but not limited to, any change in residency or tax status.

(h) You acknowledge that the Company will rely on these representations to ensure compliance with applicable laws and regulations, including U.S. margin regulations and securities laws.

27.3. Any breach by you of any of the representations and warranties set forth in this Section or anywhere else in the Client Agreement renders any Transaction voidable from the outset or capable of being closed by us at our then prevailing prices, in our absolute discretion.

27.4. Notwithstanding the above, we reserve the right to close your account with immediate

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effect and terminate this Agreement, and if You generate profit through a violation of the above Section, we may withhold such funds or, if already disbursed, to reclaim them from Your account or with any other legal procedure.

28. Indemnity

28.1. In the event the Company provides the Information as specified in Section 10 of this Client Agreement, the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any such information given.

28.2. If the Company, its directors, officers, employees, Affiliates, or agents incur any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the use of the App(s), then the Company, its directors, officers, employees, Affiliates, or agents bear no responsibility whatsoever, it is your responsibility to indemnify the Company for such.

28.3. The Company shall in no circumstances be liable to you for any consequential, special, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses you may suffer in relation to the Agreement, the provision of the Services or the use of the App(s).

28.4. The Company's cumulative liability to you shall not exceed the fees paid to the Company under this Agreement for the Provision of the Services and use of the App(s).

29. Disclaimers

29.1. We, specifically, do not warrant that:

(a) the App will meet your individual requirements and it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements;
(b) your equipment, software, and communication connections will be compatible with the hardware and software we employ to provide the App;
(c) the use of the App will be uninterrupted, secure or error-free or free of bugs and you agree that the existence of any minor errors or bugs shall not constitute a breach of this Client Agreement;
(d) we will be able to prevent third party disruptions of and to the operation of the App;
(e) errors will be corrected in the App; or
(f) we will detect every bug in the App.

29.2. You acknowledge that we do not control the transfer of data over telecommunications facilities, including without limitation the internet, nor are we responsible for communication failures, distortions or delays when trading online (via the internet or a mobile service).

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29.3. You acknowledge that the trading you conduct on the App is not conducted on a recognized Exchange, rather they are undertaken over the counter (OTC) and as such they may expose the Client to greater risks than regulated exchange transactions. For more information, please visit the Company's Best Execution Policy.

29.4. We hereby further disclaim any, and shall have no, liability or loss resulting from or related to any:

(a) disruption of your connections to the internet;
(b) security breaches resulting in part or in whole from third-party software or networking goods or services or from actions or events outside of our reasonable control;
(c) use of the App that is not in strict compliance with the Client Agreement, or any technical documentation we provide to you or make available to you by any other means, including without limitation, on our Website;
(d) any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
(e) any person obtaining your Account Credentials prior to the Client's reporting to the Company of the misuse of the same;
(f) unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Account Credentials when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
(g) any of the risks of the Risks Disclosure and Warnings Notice, found on the Company's Website;
(h) any changes in the rates of tax;
(i) any acts or omissions (including negligence and fraud) of the Client;
(j) if you are relying on functions such as Trailing Stop, Automatic Trading and Stop Loss Orders;
(k) the occurrence of Slippage; and
(l) Currency risk materializing.

29.5. With respect to any Financial Data or other information that we provide to you in connection with your use of the App:

(a) this information is provided solely to enable the Client to make their own investment decisions and does not amount to investment advice;
(b) we are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;
(c) we are not responsible or liable for any actions that you take or do not take based on such data or information;
(d) you will use such data or information solely in accordance and for the purposes set forth in the Client Agreement;
(e) such data or information is proprietary to us, and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable regulations; and
(f) you will use such data or information solely in compliance with any applicable laws and regulations.

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30. Limitation of Liability

30.1. We shall not be liable to you for any loss, save in cases of gross negligence, fraud or willful default on our behalf.

30.2. You will be liable to us for direct or indirect, consequential, incidental, exemplary, punitive or special loss or damage in each case arising out of or in connection with the Client Agreement including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise, and regardless of whether either party knew or had reason to know of the possibility of the loss, injury or damage in question.

30.3. Nothing in this Section 30 will exclude, limit or restrict either Party's liability for fraud or fraudulent misrepresentation committed by that Party (or anyone on its behalf).

30.4. Our liability, to the extent applicable, for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in Cyprus.

30.5. The Client Agreement set out the full extent of our obligations and liabilities in respect of the supply of the App.

30.6. We shall not be held liable and are released from all claims and losses arising out of:
(a) any act or omission by any person obtaining access to your Account or Account Credentials, whether or not you have authorized such access;
(b) delay, failure or error by you in implementing any reasonable instruction we have provided to you;
(c) inaccurate or incomplete instructions received by you;
(d) any reliance or use by you or any other third party with access to your Account of any Financial Data, whether to complete a Transaction on the App or for any other purpose whatsoever.

31. Authority to Trade

31.1. You hereby authorize us to act on any instruction given or appearing to be given by you on the App via the use of your Account Credentials.

31.2. We shall be entitled, and you hereby authorize us, to rely upon any electronic or written communication or instruction received from you. You agree that:
(a) once logged on to the App following entry of the Account Credentials, we are authorized to act upon instructions without enquiring as to the validity of the instructions and to consider the instructions of like force and effect as written orders made by you;
(b) following log-in to the App, nothing in this Section will oblige us to verify the validity of each instruction or the signatures prior to every trade; and
(c) you shall bear the risk of all instructions, whether authorized, unauthorized,

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improper or fraudulent, even if it transpires such instructions were provided without your authority. You shall indemnify us against and save us harmless from all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities whatsoever that we may suffer or incur or that may be brought against us, in any way relating to or arising out of our acting upon, delay in acting upon or refusal to act upon any such instructions or information.

31.3. Without derogating from the above, we will not be under any duty to act in accordance with any instruction if we reasonably believe that:

(a) the person who provided such an instruction was acting in excess of their authority;

(b) acting upon such an instruction would infringe any law, rule, regulation or the Client Agreement; or

(c) in the event that we have accepted an offer to perform a Transaction that we later suspect falls within points (a) and (b) hereunder this Section 31.3, we may, in our absolute discretion, either close such a Transaction at the then prevailing price quoted on the App or treat the Transaction as having been void from the outset. Nothing in this Section shall be construed as an obligation on our part to inquire about the authority of any person who purports to represent you.

31.4. Any offer to open or close a Transaction (including an Order) must be made by you through the App only. Written or oral offers to open or close a Transaction, including offers sent by mail, fax, email or text message will not be accepted.

31.5. If we receive an offer to open or close a Transaction other than in accordance with Section 31.4 of this Client Agreement, we may act on such an offer, in our absolute discretion, however we will not be responsible for any loss, damage or cost that you suffer or incur arising out of any error, delay or omission in our acting or refusing to act on such an offer.

32. Relationship of the Parties

32.1. You will open each Transaction with us as principal and not as agent for any person. This means that unless we have otherwise agreed in writing, we will treat you as our Client for all purposes and you will be directly and personally responsible for performing your obligations under each Transaction entered into by you. If you act in connection with or on behalf of someone else, whether or not you identify that person to us or not, we will not accept that person as a Client of ours and we will accept no obligation to them unless otherwise specifically agreed in writing.

33. Communication, Written Notices and Language

33.1. Unless the contrary is specifically provided in this Agreement, any notice, request or other communication (other than Orders which shall be given only in accordance to

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Section 33.2 hereunder) to be given to the Company by the Client under the Agreement shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, post if posted in Cyprus, or airmail if posted outside Cyprus, or commercial courier service and shall be deemed delivered only when actually received by the Company.

33.2. It is agreed and understood that Orders shall be placed on the App and shall not be communicated to the Company in any other means. Only when the App is not operational and the Company has issued an appropriate notice to all of its clients, Orders may be placed via phone or email.

33.3. In order to communicate with the Client, the Company may use any of the following methods: the Company's Website, App notifications, email, telephone and messages, post, commercial courier service or air mail.

33.4. The Company shall contact the Client at the contact details on their Registration Data. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

33.5. The following methods of communication are considered as Written Notice from the Company to the Client: email, App notifications, facsimile transmission, post, commercial courier service, air mail or the Company's Website.

33.6. The following methods of communication are considered as Written Notice from the Client to the Company: email, post, commercial courier service or air mail or commercial courier.

33.7. Any communications sent to the Client (documents, notices, confirmations, statements, reports etc.) are deemed received:

(a) If sent by email, within one hour after emailing it and provided the email has left from the Company's outlook.
(b) If sent by the App's notification system, immediately after sending it.
(d) If sent by telephone, once the telephone conversation has been finished.
(e) If sent by post, seven calendar days after posting it.
(f) If sent via commercial courier service, at the date of signing of the document on receipt of such notice.
(g) If sent by air mail, eight Business Days after the date of their dispatch.
(h) If posted on the Company Website, within one hour after it has been posted.

33.8. The Language in which the Client may communicate with the Company is English, which is the Company's official language. From time to time, the Company may employee staff who speak the Client's native language, in which case the Client may find it more convenient to communicate with the Company in that language. However, it is clarified that all documents and information provided by the Company shall be in English. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the

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Company having no responsibility or liability regarding the correctness of the information therein and the Client should also refer to the English version and the Website for information on the Company and its policies.

34. Entire Agreement

34.1. The Client Agreement set out the entire agreement and understanding between the parties in respect of the matters dealt with in them. They supersede any previous agreement or understanding between you and us in respect of their subject matter.

35. Severability

35.1. Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

36. Waiver

36.1. Any failure to exercise or any delay in exercising a right or remedy provided by the Client Agreement will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Client Agreement will not constitute a waiver of any other breach and will not affect the other terms of the Client Agreement.

36.2. The rights and remedies provided by the Client Agreement are cumulative and (except as otherwise provided in the Client Agreement) are not exclusive of any rights or remedies provided at law or in equity.

36.3. Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

37. Assignment

37.1. You may not assign or transfer any of your rights or delegate any of your obligations under the Client Agreement, whether by operation of law or otherwise, either on a permanent or temporary basis to a third party, without our prior written consent.

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38. Complaints and Disputes

38.1. If the Clients wishes to report a complaint, their should follow the Company's procedures, which can be found at the Company's website.

38.2. If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.

38.3. If the Client is not satisfied with the Company's final decision, it is noted that the Client may have the right to make a complaint at the Financial Ombudsman body of Cyprus.

38.4. The Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

39. Inducements and Conflicts of Interest

39.1. When the Company deals with the Client, the Company, an associate or some other person connected with the Company, may have an interest, relationship or arrangement that is material in relation to the transaction concerned or that conflicts with the Client's interest. By way of example only, when the Company deals with a Transaction for or on behalf of the Client:

(a) The Company or a Relevant Person is likely to make a financial gain, or avoid a financial loss, at the expense of the Client.
(b) The Company or a Relevant Person has an interest in the outcome of a service provided to the Client or of a transaction carried out on behalf of the Client, which is distinct from the Client's interest in that outcome.
(c) The Company or a Relevant Person has a financial or other incentive to favour the interest of another Client or group of Clients over the interests of the Client.
(d) The Company or a Relevant Person carries on the same business as the Client.
(e) The Company or a Relevant Person receives or will receive from a person other than the Client an inducement in relation to a service provided to the Client, in the form of monies, goods or services, other than the standard commission or fee for that service.

39.2. Under the Law, the Company is required to take all reasonable steps to detect and avoid conflicts of interest. The Company is committed to act honestly, fairly and professionally and in the best interests of its Clients and to comply, in particular, with the principles set out in the Law when providing the Services. The Company shall disclose possible conflicts of interest which cannot be managed/mitigated, before the provision of investment services. The Company's Conflict of Interest Policy can be found on the Company's website.

40. Governing Law and Jurisdiction

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40.1. The interpretation, construction, effect and enforceability of the Client Agreement shall be governed by the Laws of Cyprus, and you and we agree to submit to the exclusive jurisdiction of the Cyprus courts for the determination of disputes. You agree all Transactions carried out on the App are governed by Cyprus Laws regardless of the location of the Registered User.

40.2. All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Cyprus Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.

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Appendix A – SECURITIES INVESTING TERMS

1. Scope

1.1. This Appendix is applicable to Clients investing in the Financial Instruments of Stocks and ETFs.

1.2. When you invest in securities via the App, your orders are executed immediately by the Company. The Company will undertake to acquire the assets and hold them in your name by the end of each trading day or as soon as practicable thereafter, in accordance with the prevailing market terms.

1.3. When you invest in securities via the App, you can either use your own funds to open the entire position, or you may borrow funds from the Company (i.e., Margin Lending), to allow you to deposit only a part of the cost of your transaction upfront.

1.4. When you choose to borrow funds from the Company, Section 9 from Appendix A hereunder - Margin Lending shall apply.

1.5. Your Securities are held in custody. Please refer to the Section 11 – "Safeguarding of Client Securities" below for more information.

2. Opening and Closing Orders/Transactions

2.1. In order to open a Transaction in Securities on the App, you must either open a Buy or Sell/Short order, at the price quoted by the App. In order to close a Transaction, you must offer to Sell (in the case of a Buy), or purchase (in the case of a Sell/Short) the Security at the price quoted by the App. The actual prices of the transactions will be determined at the time of execution of the orders (and therefore slippage may occur).

2.2. In case the clients wish to transfer their assets, and upon their written instructions (via email to support@50k.trade), considering that the end Broker accommodates this (i.e., to receive their transferred assets) the Company will follow their instructions and charge a fee of 50 EUR per financial instrument to the client.

2.3. The App will provide a Buy (Ask) quote and a Sell/Short (Bid) quote for each Security traded on the App. You acknowledge that upon opening a Buy or closing a Sell/Short, you may only do so at the Buy price quoted by the App. You further acknowledge that upon opening a Sell/Short or closing a Buy, you may only do so at the Sell/Short price quoted by the App. The actual prices of the transactions will be determined at the time of execution of the orders (and therefore slippage may occur).

2.4. The open value of an order will be based upon the opening price of that position.

2.5. The current value of an order (or the closing value of a position) will be based upon the closing price of that order.

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2.6. On the App, you shall be entitled to make an offer to open a Transaction immediately at the available market price ("Market Order"), unless you specify a particular price in which to make an offer to open a Transaction ("Limit Order"). Close at loss (Stop Loss) is a Stop-Market Order and Close at profit (Take Profit) is a Limit Order.

2.7. With respect to a Market Order, the price at which a Transaction is completed may not always be the exact price displayed when the order is placed. You agree that your offer to open a Market Order may be accepted at a lower price or higher price than the price indicated on the App at the time the Market Order was placed. If you choose to open a Market Order at the trading hours of an instrument, your offer will be accepted at the last available price at the time of the execution of the order. If you choose to open a Market Order outside of the trading hours of an instrument, your offer will be accepted at the first available price of the next trading session. At any time prior to acceptance of a Market Order set outside the trading hours of an instrument, you may cancel the Market Order without any further liability.

2.8. If you choose to open a Limit Order, your offer will be accepted at the first relevant price (which meets the limit price submitted). At any time prior to acceptance of a Limit Order, you may cancel the order without any further liability.

2.9. Orders can be placed and (if allowed) changed for each type of Securities appearing on the App, as amended from the Company from time to time. Executed orders cannot be changed or canceled.

2.10. Pending Orders, not executed, shall remain effective until expiry (as applicable). However, the Company may delete partially or one or all Pending Orders if the Account Value reaches zero.

2.11. Orders may be canceled by the Client before they are sent for execution.

2.12. Close at loss (Stop loss) and Close at profit (Take Profit) orders may be changed as long as they are higher in distance than a specific level (depending on the Security).

2.13. In case there are multiple orders opened on the same Security, and the Close at loss (Stop Loss) and Close at profit (Take Profit) on each order are set separately, the first executed order shall determine the Close at loss (Stop Loss) and Close at profit (Take Profit) of the position and the rest of the orders. Once there is an open position, Close at loss (Stop Loss) and Close at profit (Take Profit) can be edited for the whole Position but cannot be set for new orders.

2.14. It is understood that Quotes on the App are indicative Quotes and Slippage may occur. The actual market price may differ due to technological or connectivity limitations, as well as variations from third-party feed providers.

2.15. In the event that the Company is unable to proceed with an Order, with regard to price or size or other reason, the Order will be rejected, and the Client will need to place

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another Order unless the market conditions (i.e., Liquidity conditions) allows for partial execution. For example if at the time of execution, based on the availability of the requested price to fulfil partially the order.

2.16. The Company shall not be obliged to arrange for the execution of the Client's Orders in respect of any Security out of normal Trading Hours which appear on the Company's App if the specific Security is available for trading during normal Trading Hours.

2.17. You acknowledge that your trades may be subject to any applicable tax, governmental or administrative levy, and fee or other liabilities, charges, costs and expenses payable in connection with the transactions.

3. Share Borrowing for Short Positions

3.1. The Client may borrow shares from the Company for the purpose of opening short positions. Only instruments marked as "Short-enabled" will be available for borrowing. The Company will act as the counterparty for such transactions and facilitate borrowing based on the availability of shares and market demand.

3.2. When the Client borrows shares to open short positions, they will be charged a **Daily Interest rate** on the borrowed shares. The Daily Interest rate may vary for each financial instrument and is subject to change on a daily basis, depending on market demand and availability. The applicable Daily Interest rates for each financial instrument will be displayed in the App, and it is the Client's responsibility to regularly review this information and stay informed of any changes. This information can be found on the Company's Trading App, on "Daily Interest Rates", "On borrowed funds" under each instruments "Specs".

3.3. The interest payable by the Client will be calculated daily based on the value of the borrowed shares and charged to the Client's account. The Company will provide details of the interest charges in the App and Account reports.

3.4. While borrowing shares, the Client assumes responsibility for paying gross dividends to the lenders. The Company may collect the equivalent dividend amount from the Client on the ex-dividend date to facilitate timely payment to the lenders. The Client is entitled to receive substitute dividend payments or equivalent compensation reflecting dividend amounts. Where such payments constitute U.S.-source substitute dividends reportable under IRS Income Code 053, the Company, acting as a Qualified Intermediary, will apply any required U.S. withholding tax and report the payment accordingly. For all other dividend-equivalent payments not subject to U.S. withholding, the Client shall be solely responsible for any tax obligations in their jurisdiction. .

3.5. If the borrowed shares become unavailable, the Company reserves the right to close the Client's short positions. The Client acknowledges that short positions are subject

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to availability, and no guarantees are provided regarding the continued borrowing of shares.

3.6. The Client acknowledges and agrees that the Company, at its sole discretion, may close the Client's short positions due to market conditions, including but not limited to, extreme price volatility, regulatory requirements, or changes in stock availability. The Company will endeavor to provide prior notice where feasible; however, the Client understands that certain market conditions may necessitate immediate action without prior notice.

4. Share Lending

4.1. The Client authorizes the Company to borrow shares held in their account. The Client must explicitly consent to participate in the share lending by checking the appropriate box. Before proceeding, the Client must carefully read the relevant risk notice. The Company will act as the counterparty for borrowing the shares and is obligated to redeliver the borrowed shares to the Client. The Company may, in turn, lend the shares to other Clients for the purpose of opening short positions (the "Borrowers").

4.2. When the Client's shares are lent, the Company shall collect interest from the Borrowers and pass a portion of the interest collected to the lending Clients. This amount will be credited to the Client daily and held as part of the Client's funds. The Client can check the interest percentage and the amount that will be earned from the relevant page of the App.

4.3. While the Client's shares are borrowed, the Client shall remain the beneficial owner of the shares, retain the market exposure associated with beneficial ownership, and maintain the right to have the lent shares returned by the Company. As the beneficial owner of the shares, the Client has no voting rights.

4.4. The Client may sell their shares at any time, regardless of whether the shares have been lent.

4.5. The Client is entitled to receive substitute dividend payments or equivalent compensation reflecting dividend amounts. Where such payments constitute U.S.-source substitute dividends reportable under IRS Income Code 053, the Company, acting as a Qualified Intermediary, will apply any required U.S. withholding tax and report the payment accordingly. For all other dividend-equivalent payments not subject to U.S. withholding, the Client shall be solely responsible for any tax obligations in their jurisdiction. The Company do not guarantee that it will borrow the Client's shares. The Company may borrow all, some, or none of the shares in the Client's account, depending on market demand for the shares in the Account. The Client cannot specify which shares will be lent.

4.6. Information regarding lent shares, including the number of shares lent, their value, and the interest earned, will be visible in the App and included in the Client's account reports.

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4.7. The Company will monitor the value of the share(s) lent to ensure that the collateral is always at an appropriate level.

4.8. Please refer to the Risk Disclosure Policy that is available on our website under the Legal Section for more information about the risks involved.

5. Stop and Limits

5.1. We may, in our sole discretion, allow you to specify a closing price for a Transaction through a Close at loss (Stop Loss) and Close at profit (Take Profit) Order, subject always to the terms of the Client Agreement and any other terms and conditions we may implement from time to time.

5.2. Upon your offer and our acceptance of your Order, you hereby authorize us to close the Transaction at the "Close at Loss" price or "Close at Profit" price, as applicable, and as agreed in the Order, without further instruction from or notification to you. We may, in our sole discretion, close the Transaction when the price quoted by us on the App equals or exceeds the price accepted by us for such an Order. You acknowledge that we will not be required to close any Transaction if you are not in compliance with any of the factors set forth in Section 15.1 2 of this Client Agreement.

5.3. You acknowledge and agree that due to market volatility or order's characteristics and/or factors beyond our control, we cannot guarantee that an Order will be executed at the level specified in your Order, for example, an Order may be closed at a worse price than as originally specified by you in such an Order. In such an event, we will close the Transaction at the next best available price.

5.4. With respect to close at profit (Take Profit) where the price for a Security moves to your advantage, we will pass such price improvement on to you.

5.5. The Client agrees that placing a close at loss (Stop Loss) Order will not necessarily limit losses to the intended amounts, because market conditions and/or order's characteristics may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

5.6. You further agree that you can set their Close at profit or Set Order Price at maximum 20% difference from its initial price (price of instrument at the time of opening the order). For example, if you open a buy position of instrument XYZ at the price of EUR 1,00, then the maximum Close at profit limit can be set at the price of EUR 1,20 or EUR 0,80 for Short Selling orders.

6. Expiry Transactions

6.1. We may, in our sole and absolute discretion, set an Expiry Date and time for a specific Instrument.

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6.2. In the event we set an Expiry Date for a specific Security, it will be displayed on the App in the details link for each Security. It is your responsibility to make yourself aware of the Expiry Date and time.

6.3. If you do not close an open Transaction with respect to an Asset which has an Expiry Date, prior to such Expiry Date, the Transaction shall automatically close upon the Expiry Date. The Transaction shall close at a price which will be the last price quoted on the App immediately prior to the applicable Expiry Date and time.

7. Spreads

7.1. All Assets available with the Company do consider the raw spreads as provided by its Liquidity Provider, related information is displayed on the App.

8. Margin Lending

8.1. The Company provides a margin account for trading in stocks and ETFs, offering clients a loan to increase their buying power specifically for these securities. This is also referred to as Margin Lending. The Margin Lending Ratio can vary per instrument; you may find the most updated information on the Company's App on the instrument's info.

8.2. The maximum level of Margin Lending varies according to the margin requirements of each financial instrument. The initial margin required to open a position is calculated as the position's value divided by the Margin Lending offered for that specific instrument.

8.3. For more information on the Margin Lending offered in all instruments offered by the Company please refer to the Margin Lending Policy on our website.

8.4. Using Margin Lending increases the potential for loss or profits.

8.5. You will be charged an Annual Interest rate on Margin that the Company has lent to you. The Company may change the Annual Interest rate from time to time at its sole discretion.

8.6. In deciding whether to open a position using Margin Lending, you acknowledge that you are aware of the Interest charge. You hereby authorize us to add or subtract the Interest charge to or from your Account for any open Transactions, in accordance with the applicable Interest rate.

8.7. The Company has the right to change the level of Margin Lending per financial instrument (i.e. lower/higher to be provided) without prior notice, according to the conditions described on the Margin Lending Policy which can be found at the Website

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of the Company.

8.8. An automatic change in the level of Margin Lending pursuant to the rules established by the Company, as well as a change in levels made by the Client through the App will result in a recalculation of the Margin requirements for all of the Client's positions.

8.9. The Company has the right:

(a) To dynamically change the Margin level on the Client Accounts if the Company has ascertained that doing so will mitigate risks arising from extreme market movements due to significant events or announcements. This change will affect only order as well as the transactions to be opened after the announcement of changing of the margin lending level of margin requirements. The Company will take all reasonable steps to inform its clients in a durable medium but it is always suggested to the clients to find the most accurate and recent information in the instruments info on the App.

(b) To limit the level of the offered Margin Lending and/or to increase the size of Margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.

(c) To limit the level of the offered Margin Lending and/or to increase the size of Margin requirements in order to comply with any necessary regulatory requirements that fall within the Company's jurisdiction or within the jurisdiction of the Client.

(d) To adjust the margin offered on certain instruments at the time an order is placed. In particular, the Company may reduce the margin to ensure that the projected Initial Margin depletion does not exceed 10% at the time the order is being placed.

However, in cases where the user delays confirming the order or when placing limit order(s) or when order(s) placed outside of trading hours, market conditions such as spreads may shift by the time of execution. As a result, the actual Initial Margin depletion may exceed the initial estimate. Also, the Company reserves the right to reject the order if, for example, the projected depletion exceeds 30% at the time of execution.

9. Corporate Actions

9.1. The Client may be entitled to participate in a Corporate Action such as dividends, stock split, spin-off or other types of Corporate Actions attached to Investments in the Clients Investment Account.

9.2. The Company will exercise best efforts to inform the Client of such Corporate Actions, and may arrange for the Client to participate in such Corporate Actions provided the Company receives the relevant information.

9.3. The Company will use all reasonable efforts to claim income on securities, including

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fractional shares, and subsequently credit them to the Client's investment account.

9.4. The Company does not accept any liability for any actual or potential loss that the Client may suffer if the Company is unable to facilitate the participation in any Corporate Action.

9.5. Due to the omnibus structure of the custody account, in the event of a merger, spin-off, or special stock dividend, we will not provide you with the new stock. You consent that in such situations, the relevant corporate action will be paid in cash to your Account.

9.6. The Company will be responsible for claiming and receiving dividends and other income payments accruing to the Client's Investments, and will book any proceeds from the Investments in the Investment Account.

9.7. Often a withholding tax would apply to such proceeds and the Company will exercise its best efforts to collect the applicable withholding tax, whereupon the relevant funds will cease to be protected under Client Money Rules, as they will be due to the respective authorities. Tax will be applied on dividends proportionally.

9.8. The existence and percentage of withholding tax depends on various factors and circumstances, such as the Clients tax residency, the national legislation of the issuer and any applicable tax treaty.

9.9. It is understood that in some cases, the Client may be able to reclaim all or part of any withheld taxes and may be required to provide additional information to the relevant tax authority. The Client is solely responsible for tax filing and reporting.

9.10. Dividends on stocks will be paid to your Account, as soon as reasonably practicable following payment of the dividend, and after deduction of relevant withholding tax. The Company reserves the right to delay or postpone investments where there is insufficient liquidity in the market and in certain circumstances (e.g. if the relevant eligible investment is not available, in extreme market conditions, for operational reasons or due to a system failure or malfunction). The Company will not be responsible for any loss, which may occur as a result of such market movements.

10. Safeguarding of Client Securities

10.1. Your securities purchased on our platform will be held on your behalf until we receive instructions from you to sell those securities. This arrangement is referred to as "custody".

10.2. In holding your securities, we undertake the following measures to ensure their protection and safeguard your ownership rights:

10.2.1. Keeping records and accounts that allow us to distinguish, at any time and without delay, assets held for you from those held for any other client and

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from our own assets.

10.2.2. Maintaining our records and accounts accurately to reflect the securities held for you.

10.2.3. Conducting regular reconciliations between our internal accounts and records and those of sub-custodians.

10.2.4. Ensuring that any securities deposited with a sub-custodian are separately identifiable from our assets and those of the sub-custodian.

10.3. We will maintain detailed records of all your securities held by the custodian, indicating that the securities are held on your behalf and for your benefit. We exercise due skill, care, and diligence in selecting, appointing, and periodically monitoring the sub-custodian and in arranging the holding and safeguarding of the securities. The Company may maintain a relationship with a third-party custodian located either within the European Union or in a third country.

10.4. Your securities will be pooled with those of our other clients in an "Omnibus Account" with a third-party depositary in the name of the Company on behalf of our clients. In such cases, it may not be possible to distinguish your securities from those of other clients. In the event of the insolvency or any analogous proceedings of that third party, we may only have an unsecured claim against the third party on your behalf, exposing you to the risk that the funds received may not fully satisfy your claims. We accept no liability for any resulting losses.

10.5. Should we or our third-party nominee become insolvent, your securities may not be immediately identifiable by separate certificates, physical documents, or electronic entries in the register. Instead, your claim will be against the Omnibus Account, potentially requiring additional time to identify your specific securities, thus increasing the risk of loss. In the event of an unreconciled shortfall due to a custodian's default, you may share proportionately in that shortfall.

10.6. You agree not to sell, mortgage, or otherwise deal with or part with the securities we hold for you. If you have not provided instructions regarding the securities in your Account and we were unable to contact you despite taking reasonable steps to do so, you agree that we may cease to treat your assets as client assets.

11. Voting Rights

11.1. Where the Client holds Securities, the Client shall be entitled to exercise the voting rights attached to such securities, subject to the terms of this Agreement, the operational capabilities of the custody chain, and applicable law.

11.2. The Company shall use reasonable efforts to facilitate the Client's ability to exercise voting rights, including by transmitting relevant notices, proxy materials, or instructions received from the issuer or its agent. The Company may refrain from informing the Client about upcoming shareholder meetings,

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proxy voting opportunities, or any other corporate actions, unless such notification is expressly required under the applicable regulations.

11.3. The Company may prescribe specific procedures and deadlines for the submission of voting instructions, and the Client acknowledges that failure to comply with such procedures may result in the inability to exercise voting rights.

11.4. The Company shall not be liable for any failure, delay, or inability to exercise voting rights where such failure arises from market practices, issuer limitations, third-party custodians, or circumstances beyond the Company's reasonable control.

11.5. The Client acknowledges that, due to the omnibus custody structure under which the Securities are held, the availability of voting rights may be limited or unavailable for certain Securities, and the Company does not guarantee that voting rights will be passed through or can be exercised in all cases.

12. Transferability of Securities

12.1. The Client acknowledges that any Securities purchased or held in your Account on margin, or otherwise pledged as collateral for Margin Obligations, are subject to transferability restrictions. Such Securities may not be transferred, withdrawn, or otherwise disposed of by the Client while Margin Obligations remain outstanding, unless expressly permitted by the Company.

12.2. The Client may request the transfer of whole securities not subject to Margin Obligations, provided that such transfers are supported by the relevant market infrastructure, the receiving institution, and the Company's operational capabilities. The Client may transfer Securities from other institutions to the Company only if those securities are eligible for trading by the Company and the account at the other institution is held in the Client's name. The Company may prescribe specific procedures, documentation requirements, and cut-off times for the submission and processing of transfer requests.

12.3. The Company will prevent you from placing Orders in the relevant securities that are included in the transfer.

12.4. The transfer of Securities shall be permitted only where the receiving institution's account is held in the name of the Client.

12.5. For the transfer of securities, there is a charge of €150 per ISIN. The receiving institution may also impose an additional fee for this process, and you are responsible for paying any such fee.

12.6. The Company reserves the right to refuse, delay, or impose conditions on any transfer request where:
(a) the Securities are subject to Margin Obligations or collateral requirements;
(b) the transfer would reduce the collateral value below required margin levels;
(c) the issuer, market, or custodian does not support the requested transfer;
(d) the transfer is not permitted under applicable regulations; or
(e) the Client has not provided the required information or documentation.

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12.7. You are responsible for determining and paying any taxes that may be due as a result of the transfer.

12.8. The Company shall not be liable for any loss, cost, or delay arising from the inability to transfer Securities due to margin requirements, issuer restrictions, market practices, third-party custodians, settlement system limitations, or circumstances beyond the Company's reasonable control.

For any other details about the transfer of your securities, please contact our customer support at support@50k.trade

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Appendix B – INTRA-DAY MARGIN TRADING

The Extra Margin feature enables eligible clients to increase their trading exposure during the trading day by opening positions larger than would be possible under Standard Margin; however, this feature is strictly limited to intraday use and is not intended for long-term investment or overnight exposure. Access is subject to the successful completion of an appropriateness assessment, and any additional checks required under the Company's regulatory obligations. The Company may grant, restrict, suspend, or revoke access, based on objective risk management criteria and may do so without prior notice, where necessary to protect the client or the Company from undue risk. Extra Margin may not be continuously available and can be withdrawn, limited, or disabled due to market conditions, instrument-specific restrictions, or internal risk considerations.

All positions opened, using Extra Margin, are subject to mandatory automatic closure prior to the end of the day's trading session, and any associated pending orders will be rejected. Automatic closure is executed in accordance with the Company's Best Execution Policy and on a best effort basis. In addition, you acknowledge and accept that positions may be automatically closed at any time prior to the scheduled closure, where your account no longer meets the applicable margin requirements, including where losses reduce your equity below the required margin level. You further acknowledge and accept that such automatic closure, whether triggered by time or margin conditions, is final and cannot be prevented, modified, or delayed by you, and may occur at prices that are less favourable than expected, including due to liquidity constraints, volatility, or execution delays. The exact timing of such closure is pre-set by the Company in line with the relevant instrument characteristics and prevailing market conditions, and may therefore vary. In exceptional circumstances, including but not limited to technical failures or market disruptions or other events outside the Company's reasonable control, positions may not close at the intended time and may remain open until closure becomes possible, during which time you remain fully exposed to market risk.

Clients are not permitted to combine Standard Margin and Extra Margin within the same position, nor to switch between margin types while holding open positions or pending orders. The Company may impose additional restrictions on order placement, including preventing new trades where Extra Margin exposure exists outside the permitted availability window. Furthermore, the Company may limit the level of margin offered to you at any time based on internal risk assessments, including reductions driven by market events or changes in your account profile.

Also, the client acknowledges that orders to the Extra Margin may be rejected or not executed, even if the trading interface is accessible. In addition, the Company does not guarantee uninterrupted or continuous access to the Extra Margin feature and may suspend or disable it without notice, including during active trading conditions.

Clients also acknowledge that such conditions are subject to change and do not reduce the inherent risks of intraday margin trading. By using this feature, you confirm that you understand that Extra Margin is designed for experienced traders engaging in short-term strategies, that it involves a high level of risk, and that you are solely responsible for monitoring and managing your positions at all times. You further

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accept that the Company does not guarantee the availability of the feature, the timing of execution, or the outcome of any automatic closure, and shall not be liable for losses arising from the use of Extra Margin, including losses resulting from forced liquidation, market gaps, or system constraints.

Please refer to the Risk Disclosure Policy for more information regarding these risks.

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