

Terms and Conditions for Investment Advice February 2025

1. Introduction

1.1. This Terms and Conditions for Investment Advice (the “T&C IA”) and any appendices and/or amendments, represents an agreement entered by and between Conotoxia Ltd (hereinafter called the “Company” or “us”) on one part and the Client (“Client” or “you”) on the other part for the provision of the Investment Advice.

1.2. The Company is regulated by the Cyprus Securities and Exchange Commission (“CySEC”) as a Cyprus Investment Firm (“CIF”) to offer certain Investment and Ancillary Services and Activities, with CIF license number 336/17. The Company is registered in Cyprus under the Companies Law, with registration number HE 351239, with the registered office at Athalassas 62, Mezzanine, 2021 Strovolos, Nicosia, Cyprus and address at Chrysorroiatissis 11, 3032 Limassol, Cyprus.

1.3. This T&C IA, set out the terms upon which the Company will offer Investment Advice to the Client.

1.4 By applying for the Investment Advice service, you are consenting to this T&C IA, and agree that the Services will be provided in accordance with the Terms & Conditions and other documents forming a part of the agreement with the Company.

1.5 The Client agrees to be provided with the Investment Advice service by the Company, and the Company accepts providing the Investment Advise service to the Client upon performing the necessary evaluation of the Client’s suitability in relation to the Client’s knowledge and experience in the Financial Instruments, offered by the Company.

1.6. In matters not related to the provision of the Investment Advice, the provisions of the Company’s Terms and Conditions shall apply.

2. Interpretation The terms used in the T&C IA shall have the following meanings: **“Agreement” or “T&C IA”** means this Terms and Conditions for Investment Advice, together with all Announcements related to the Client’s trading account(s), any Appendices added thereto including but not limited to: Terms and Conditions, Client Categorization Policy, Investor Compensation Fund, Conflicts of Interest Policy, Summary of Best Execution Policy, Risk Disclosure, Clients Complaints Policy, Privacy Policy, as amended from time to time.

“Client” means a natural or legal person who has been accepted by the Company as the Client.

Investment Advice Agreement means the current Investment Advice Terms and Conditions together with all Announcements related to the provision of the Investment Advice services.

“Contract for Difference” or “CFD” means a complex derivative financial instrument, offered by the Company for trading, with leverage. The CFD contract, which is a contract for differences by reference to variations in the price of an underlying asset, of the relevant CFD. CFDs are not subjected to physical delivery of relevant underlying asset(s)

“Costs and Charges” - means the document specifying charges applied by the Company related to the provision of Services.

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

Extension Instruction – application to conclude an agreement under which the Company provides the Client with the Investment Advice services.

“Financial Instrument” “Instrument” means the Financial Instruments offered by the Company.

“Individual Recommendation” means individual recommendation specified in art. 9 of the Delegated Regulation which provision constitutes Investment Advice.

“Investment Advice” means preparation and transmission of the Individual Recommendation to the Client, whether in a written, oral or another form, including electronic, meeting the requirement of a durable medium, prepared based on the needs and situation of the Client, whereby the said recommendation is relating to the acquisition or transfer of one or more financial instruments or performance of another act having equivalent effects, the object of which is a financial instrument or a recommendation concerning refraining from performing of such an act.

“Law” means the Law Which Provides For The Provision Of Investment Services, The Exercise Of Investment Activities, The Operation Of Regulated Markets And Other Related Matters, Law 87(I)/2017, as subsequently amended, or replaced, from time to time.

3. Scope

3.1. The Service is provided on the basis of this Investment Advice Agreement which is concluded based on the Extension Instruction submitted by Client and accepted by the Company for an unlimited period of time. The Company reserves the right to not accept a Client upon its own discretion.

3.2. The Investment Advice shall be provided only with respect to the Financial Instruments identified by the Company as suitable for the Client in accordance with Applicable Regulations. An Individual Recommendation may relate to one or more Financial Instruments.

3.3. The Investment Advice is provided in a non-independent manner, therefore among others: a) Prior to making an Individual Recommendation Conotoxia, is not obliged to evaluate a sufficiently wide range of products from various issuers and product providers to ensure that the Client’s investment objectives are adequately met,

b) the subject of Individual Recommendations may be financial instruments issued or provided by the Conotoxia or entities with close links with Conotoxia or other entities with which Conotoxia has close legal or economic relations, including contractual relations, creating a risk of potential conflict of interest, as well as

c) Conotoxia may accept and collect remuneration, commissions and other monetary or non monetary benefits paid or provided by any third party or person acting on behalf of a third party in connection with the provision of Investment Advice services to the Client (“Incentives”).

3.4. In connection with the provision of Investment Advice, the Company, based on internal procedures and Applicable Regulations, evaluates the suitability of the Financial Instruments covered by the Investment Advice with the needs of the Client, taking into account the specific target group of clients. For the purposes of this assessment, the Company identifies the relevant target group for the Financial Instruments which are the subject of Investment Advice.

4. Conclusion of Investment Advice Agreement

4.1. Investment Advice is available only to Clients of Conotoxia Ltd. i.e. the Clients who have opened an Account and have been approved.

4.2. To start the Investment Advice activation process, the Client shall fill in the Extension Instruction available at the Company’s website (“Investment Advice” and “Regulation - Legal Documentation” section) and fill out the suitability questionnaire for Investment Advice.

4.3. The conclusion of the Investment Advice Agreement shall be subject to positive verification of suitability and appropriateness of the service to the Client and other conditions mentioned herein. The Client shall be notified by the Company of the outcome of such verification: positive or negative. The information that the Client has received from the Company may not be treated by the Client as assurance or guarantee of the achievement of benefits or profits from the transaction recommended by the Company.

[The costs and risks associated with providing services in cross-selling]

4.4. The Client acknowledges that the Company shall not provide the Investment Advice services without the other services described in the Master Agreement.

4.5. This means that the Company shall offer the Investment Advice in cross-selling bundled, only with the services described in point 6.3 a-c of the Terms and Conditions (“Other Services” in the below table). 4.6. Taking into consideration the above the Company recommends the Client to carefully read the below list of risks and costs that may be associated with the provision of cross-selling services.

Investment Advice	
<p>Risks:</p> <ol style="list-style-type: none"> related to failure to meet the assumptions made by the Company used to prepare the Individual Recommendations. In such a situation, you may get a worse return on of the investment carried out according to the Individual Recommendation received, related to the Financial Instrument you are acquiring. In particular the risk of losing a part or all of the invested capital. Information about the risks that are associated with a particular financial instrument may be found in the Risk Disclosure. 	<p>Costs:</p> <p>Information on the costs connected with the service may be found in the “Costs and Charges” document.</p>
Other Services	

<p>Risks:</p> <ol style="list-style-type: none"> 1. related to the Financial Instrument you are acquiring. In particular the risk of losing a part or all of the invested capital. Information about the risks that are associated with a particular financial instrument may be found in the Risk Disclosure, 2. you make a mistake when placing an Order (e.g. a mistake in the choice of Financial Instrument or in the value of Order), 3. incorrect execution of the Order by the Company due to e.g.: an error in the Company’s software, failure of IT systems, mistake of an employee of the Company. In such a case, you have a claim against the Company, and you may file a complaint. 	<p>Costs:</p> <p>Information on the costs connected with the service may be found in the “Costs and Charges” document.</p>
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4.7. The fact that the Client may use the services only in a cross-sell model shall not generate additional risk for the Client. This means that the combined sales do not affect the amount of risk associated with each of the services. These risks are the same regardless of whether the services were sold separately or cross-sold. See the table above for more information on the risks associated with investing.

4.8. The cost of cross-selling services is the sum of the fees and commissions for each service. The cost of the services the Company offers through cross-selling is the same, regardless of whether the Company would sell these services separately or in the cross-selling.

4.9. The Company shall not charge additional fees and commissions if the Client terminates any of the services that we provide in cross-selling.

4.10. The termination notice periods for the services the Company provides in cross-selling are the same, regardless of whether the Company would sell these services separately or in cross-selling.

5. Provision of Investment Advice

5.1. Under the Investment Advice Agreement, the Company undertakes to prepare and provide to the Client - taking into account the individual situation of the Client – one-off Individual Recommendation. Each one-off Individual Recommendation shall be issued based on Client’s email request sent to the Company. The Individual Recommendation shall be sent to the Client within 10 business days from the moment the Client files the request to the dedicated email address of the Company. The Client may not request to be provided with a new Individual Recommendation while the previously requested one has not yet been prepared and delivered to the Client. In case, the client wishes to receive more Individual recommendations at one time, it is a subject of the individual assessment, individually agreed fee, and taking into consideration the availability and resources of the Company.

5.2. In a situation where there is a conflict of interest which may result in violation of the Client's interests, and the Company’s organizational or administrative solutions introduced to prevent the negative impact of the occurrence of this conflict of interests proved to be insufficient to avoid the described risk

the Company refrains from preparing Individual Recommendation and immediately informs the Client on durable medium on the nature of this conflict of interest and shall refrain from providing Individual Recommendations to the Client until the Company receives an explicit statement from the Client on the continuation or termination of the Investment Advice Agreement.

5.3. When issuing an Individual Recommendation, the Company assesses whether the Financial Instrument being subject to the Individual Recommendation is within the Client's target group.

5.4. The Individual Recommendation shall be considered valid only at the moment it is provided, unless otherwise specified therein.

5.5. The Individual Recommendation shall be prepared in English language and then translated to the native language of the Client. Both language versions will be delivered to the Client. The English version is most accurate in case of a dispute.

5.6. The subject of the Individual Recommendation may only be Financial Instruments suitable for the Client and offered by the Company excluding the CFDs on cryptocurrencies.

5.7. The Company shall not conduct a periodic assessment of the suitability of the Financial Instruments recommended to the Client.

5.8. The Company undertakes to provide the Service in a reliable manner, in accordance with the best interests of the Client, with due diligence resulting from the professional nature of its activities. 5.9. Final decision as to whether to carry out Transaction based on the Individual Recommendation (in particular the sale or purchase of Financial Instruments) or to refrain from doing so, belongs solely to the Client. The Client's investment decisions will be realized exclusively by the Client through the Company separately from the Investment Advice service, on the basis of the Client's Orders submitted in accordance with the terms regulating the provision of reception and transmission or execution of Orders by the Company. 5.10. Since the Individual Recommendation issued by the Company is valid only at the time it is issued (or for distinctly specified time) the Client should make an investment decision based on it immediately following its receipt. The Client is specifically made aware that over time, due to changes to e.g. Client's personal situation and investment needs, as well as the events on the market, the Individual Recommendation originally valid and

suitable for the Client, may no longer be valid and/or suitable for the Client at the time of carrying out the Transaction. The Client should carefully assess the validity of the Individual Recommendation before making investment decisions, and if necessary, request the Company to issue a new Individual Recommendation.

6. Individual Recommendations

6.1 Investment Advice services are provided on behalf of the Company by employees having sufficient knowledge and expertise.

6.2 When preparing an Individual Recommendation, a dedicated employee considers among others: a) individual situation of the Client,

b) risk profile of a given Financial Instrument,

c) historical rates of return on the Financial Instrument, including whether they are repeatable, d) level of liquidity,

e) structure and level of costs and fees associated with a given Financial Instrument, 6.3 The Individual Recommendation shall include at least:

a) date of its preparation,

b) designation of the Client,

c) parameters of the Individual Recommendation, which include, in particular: i. indication of the Financial Instrument or Instruments and the specified investment behavior (direction of the Recommendation: buy, hold, sell), the price or price limit of the individual Financial Instrument(s), the volume or approximate value of the Transaction,

ii. the validity period of the Individual Recommendation,

iii. indication of the sources, facts or opinions on which the Individual Recommendation is based and their reliability, indicating whether they originate from or were prepared by the Company or an entity belonging to the Company's capital group,

d) Company's statement on whether the Individual Recommendation is suitable for the Client, e) an indication of any circumstances that may affect the objectivity of the Recommendation, in particular, an indication of whether the Individual Recommendation relates to Financial Instruments issued by the Company or other entities in the capital group to which the Company belongs,

f) signature of the employee preparing the Individual Recommendation.

6.4 Investment Recommendations may be provided to Clients by phone or by email with the use of a durable medium. In case of provision recommendation by phone the Company sends the Recommendation also by e-mail immediately following the phone call.

7. Fees and Commissions

7.1. The fees applicable to the provision of the Investment Services and the manner of their payment can be found in the Cost and Charges document published on the Company's website in section Documents and Announcements.

7.2. Execution of Orders filed by the Client with the Company based on Individual Recommendations is not subject to separate fees.

7.3. Fees are charged for the preparation of Individual Recommendation based on a subscription plan. The Company charges a one-time monthly fixed fee for Individual Recommendations issued and delivered to the Client based on the subscription model chosen by the client, which may be subject to a discount at the Company's discretion. A detailed description is included in the Cost and Charges document on the Company's website. It must be noted that the fees are charged upfront for each month during the said Agreement. It is the client's responsibility to ensure that the balance consists of the sufficient funds for the fees of the Investment Advice service. The client must consider any activities on the Client's trading account, and that the charges of the fees may affect the free margin on the trading account, therefore it is a sole responsibility of the client to include the investment advice fee into the margin requirements on any of the opened positions on the Client's trading account.

7.4. Unless agreed otherwise the fees are charged by the Company based on the subscription model chosen by the client on the first working day of each month without the need to obtain the Client's separate consent. If there are not enough funds in the Client's Account, the Company

reserves the right to refrain from performing its obligations under this Agreement until the Client pays the fees or other liabilities due to the Company. The monthly fee for the following month does not apply in case a client successfully terminates the Investment Advice Agreement prior to the end of the current month.

7.5. Any changes to the Costs and Charges shall be made in accordance with the procedure specified in the Terms and Conditions.

8. Reports and Record Keeping

8.1. The Company provides the Client, at the Client's request, with a summary of the Individual Recommendations provided as part of the Investment Advice. The summary is provided to the Client within 14 days. The summary shall include in particular (a) the date of transmission of the Individual Recommendation (b) the name of the Financial Instrument to which it pertained and (c) the direction.

8.2. Additionally, The Company shall provide the Client with a periodic (once a year) report on the execution of the Investment Advice Agreement, including:

- a) indication of the Company as the provider of the Individual Recommendation to the Client;
- b) name, firm, first and last name or other indication of the Client;
- c) the date and time when the Individual Recommendation was given;
- d) the form of the Individual Recommendation given;
- e) designation of the recommended Financial Instrument or Instruments, if the Individual Recommendation covers more than one Financial Instrument;
- f) the investment direction of the Individual Recommendation (purchase/sale/hold);
- g) segregation of Financial Instruments, if the Individual Recommendation covers more than one financial instrument, or if the segregation was specified in the content of the Investment Recommendation;
- h) the recommended price for the purchase or sale of a Financial Instrument or Instruments, if the Individual Recommendation covers more than one financial instrument, or such price was indicated in the content of the Individual Recommendation;
- i) an indication of the validity of the Individual Recommendation,;
- j) the total value of fees and commissions charged, and a summary of the individual positions of fees and commissions charged and other costs related to the provision of the Individual Recommendation, if such fees and commissions were charged.

8.3. In connection with the conclusion of the Agreement the Company provides information on all costs and fees that the Client may incur following the provision of the Investment Advice, taking into account investments in individual Financial Instruments that may be subject to Individual Recommendations under Investment Advice ("Ex-ante costs information"). The Company provides the Ex-ante costs information to the Clients in paper or on durable medium prior to the conclusion of the Investment Advice Agreement. Ex-ante costs information includes:

- a) information on the costs and fees and
- b) information on Incentives received by the Company from third parties.

8.4. The Company, when providing Investment Advice, records telephone conversations and electronic correspondence with the Client related to the Investment Advice.

8.5. The Company records and archives documents, recordings and other information carriers made or received in connection with the Investment Advice provided.

8.6. A copy of the recording of conversations with the Client and correspondence shall be available upon request of the Client for a period of five years, and if requested by the local authority, for up to seven years. 8.7. At the Client's request, the Company shall provide the Client with a copy of the recordings.

9. Termination

9.1. The procedure for expiration and termination of the Investment Advice Agreement and changes to the Terms and Conditions for Investment Advice are specified in point 28 of Terms and Conditions.

9.2. The Company does not provide the Investment Advice to persons who are not its clients. Therefore, in case of expiration or termination of the Agreement, the Investment Advice Agreement also expires or terminates without additional statements by either Party. It must be noted that a client has the right to terminate the Investment Advice Agreement without the need of termination of the Agreement.

10. Representations and Warranties

10.1. The Client represents and warrants to the Company the following:

- a) The Client is over 18 years old.
- b) The Client is not a resident of Japan, USA, Canada, Turkey, FATF blacklisted countries or other countries from which the Company does not accept clients, including countries where special legal conditions or limitations exist.
- c) The Client is of sound mind and capable of taking decisions for the Client's own actions.
- d) The Client is duly authorized to enter into the Investment Advice Agreement and to perform its obligations hereunder, including Client's financial obligation in relation to monthly fee.
- e) The Client is an individual or authorized representative of the Client being a legal person, who has completed and filed Extension Instruction and the Suitability Questionnaire.
- f) The information provided by the Client to the Company in the Suitability Questionnaire and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic.
- g) The Client has read, fully understood and accepts the terms of the Investment Advice Agreement.

By accepting the Investment Advice Agreement, Client enters into a legally binding agreement with us.

The Investment Advice Agreement shall be binding upon and shall enure to the benefit of the parties and their permitted successors and assigns.

h) The Client has read and understands the Risk Disclosure.

i) The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else.

j) The Client is not authorized to publish or share with others the outcome of any information and recommendation that was prepared for him.

k) 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.

l) All actions performed under the Investment Advice Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.

11. Complaints and Disputes

11.1 If the Client wishes to report an error or a complaint, the Client should take the necessary steps, according to the Complaint Handling Policy.

12. Applicable and Governing Law and Applicable Regulations

12.1. All disputes and controversies arising out of or in connection with the Investment Advice Agreement shall be settled in court in Cyprus.

12.2. This Investment Advice Agreement is governed by the Laws of Cyprus.

13. Severability

13.1. Should any part of this Investment Advice 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 Investment Advice Agreement from the beginning, and this Investment Advice 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 Investment Advice 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.

14. Non-Exercise of Rights

14.1 The Company's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Investment Advice Agreement, or its failure to exercise any or part of any of right or remedy to which the Company is entitled under this Investment Advice Agreement, shall not constitute an implied waiver thereof.

15. Assignment

15.1. The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Investment Advice Agreement or the performance of the entire Investment Advice Agreement subject to providing 14 Business Days prior Written Notice to the Client and with the reservation of the Applicable Regulations. 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.

15.2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 15.1 above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history), subject to providing 14 Business Days prior Written Notice to the Client.

15.3. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Investment Advice Agreement.