

INSTANT TRADING EU LTD

Terms of Agreement of the OYS Portfolio Services

11.01.2023
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Instant Trading EU Ltd. (hereinafter referred to as "**the Company**") is a company incorporated and registered under the Laws of the Republic of Cyprus under Registration Number HE 266937, having its head office at 23A, Spetson, Leda Court, Block B, Office B203, Mesa Geitonia, CY- 4000 Limassol, Cyprus, holder of a license from the Cyprus Securities and Exchange Commission (hereinafter "CySEC") to act as a Cyprus Investment Firm with License Number 266/15 to provide investment and ancillary services, (hereinafter "**the Company**"). The Company offers services to its Clients through the Trading Platform(s).

The terms used herein shall be interpreted as indicated below. The terms not described herein shall be interpreted according to the "Terms" section of the Company's Terms and Conditions, or as commonly used by participants of financial markets.

Definitions

An affiliated party website shall mean a third-party website operated by partners of the Company that provide the marketing of OYS Portfolio Service.

Available means of communication shall mean any registered form of interaction in the Client area, phone, messengers, and emails.

Monitoring means a particular page that provides information about Portfolios.

OYS is an abbreviation for On Your Side.

Portfolio is a collection of financial investments including but not limited to cash equities, ETFs, commodities, cash, CFDs on equities, ETFs, and indices futures that the Company has put together on a trading account managed by the Company's specialists and available to Clients for copying.

Real time refers to the time when the Client's orders are executed while markets are open.

The Client shall mean an individual or a company that entered into the Client Agreement with the Company and opened a trading account. Herein, "the Client" also means an individual or a company with an existing trading account willing to register in the OYS Portfolio system.

The Company is considered as a trader in case of trading the portfolio(s) that the Company has put together.

The Company's commission is a commission that the Company receives from the Client according to the Profit fee relevant for each OYS Portfolio account.

Trading commission is a commission that the Company charges the Client for opening, closing, and holding trades. The trading commission is a transit fee on a liquidity provider's side only, and it is not the profit of the Company (unlike the Profit fee).

The Company's Portfolio account is a special trading account that consists of one or several tradable assets and is managed by the Company on the MetaTrader platform for the purposes of:

- investments in financial instruments to generate profit,
- creating an active Portfolio to be promoted to the Client with the aim of copying trades to the Client's accounts,
- internal automated calculation of the Company's commissions payable by the Client,
- calculation of profits or losses,
- other similar trading operations.

The Company's Terms and Conditions (the Client Agreement) is the public offer agreement accepted by an individual or a company before registration as the Client of the Company.

The Client's account shall mean a special personal account on the MetaTrader platform registered with the Company for internal calculation of the Client's deposits, withdrawals, profits, losses, charges, and similar, as well as of the amount payable to the Company for the use of the OYS Portfolio service.

The Client Area shall mean a designated personal area where all account related information is made available to the Client.

MetaTrader, or MT, shall mean registered trademark of the trading platform.

The OYS Portfolio Service is a service developed by Instant Trading EU Ltd for copying/replicating trades from the trading accounts managed by the Company to the trading accounts of clients.

The OYS account is a trading account comprising an asset or a group of assets that is managed by the Company's specialists.

1. Scope of Services

- 1.1 The present Agreement covers the entire scope of services provided within the OYS Portfolio Service including, but not limited to the use of the Company's and affiliated party's websites and/or applications, the use of trading services and the OYS Portfolio Service, data collection and storage practices, downloadable materials from the Company's and affiliated party's websites, financial information published on the Company's and affiliated party's websites (either by the Company or by an affiliated party), electronic content, real time information about the exchange rate of currencies, tools for execution of transactions in the foreign exchange market via the Internet or by phone, and any other features, content or services that the Company may add in the future. These Terms and Conditions cover any form of communication between the Company and the Client including email, telephone, and any other means of communication the parties agree upon.
- 1.2 The services are offered in relation to transactions in securities, where the holders of equity securities (e.g. shares) can benefit from capital gains by selling stocks; contracts for differences where the underlying assets include foreign currency, shares, indices, commodities, and virtual assets (collectively "CFDs"). The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, all or any part of the Company's

services with or without notice. The Client hereby agrees that the Company shall not be held liable for any modification, suspension or discontinuance of all or any part of the Company's services.

- 1.3 By using the OYS Portfolio Service, the Client agrees to use the copy portfolio management service of the Company.
- 1.4 Before the Client can engage in the OYS Portfolio Service, the Company will assess what trading strategies are suitable for the Client and under what conditions ("the **Suitability Assessment**"). The Company will update the Suitability Assessment from time to time. The Client hereby confirms and acknowledges that the Company's assessment of the Client's use of the OYS Portfolio Service is performed on the basis of the information and documents provided by the Client, and the Client further confirms the accuracy, correctness and completeness of such information. The Client hereby acknowledges that the Company may rely upon such information, and that the Client is responsible for any damages or losses that may result from any inaccuracy. The Client can revisit its suitability questionnaire at any time and evaluate whether there has been a change to its experience, trading objectives and/or financial situation, and notify the Company.
- 1.5 The Company shall provide the OYS Portfolio Service to the Client on condition that he/she passes the Suitability Assessment.
- 1.6 The Company shall be reporting to the Client on the resulting transactions as defined herein and/or received from the Client as related to the OYS Portfolio Service.
- 1.7 In making a decision to invest in the Company's OYS Portfolio and/or follow a particular strategy, the Client has considered its entire financial situation, including financial commitments. The Client understands that using the OYS Portfolio Service is highly speculative, and that the Client could sustain losses exceeding the amount invested in the OYS Portfolio and, possibly, lose the total amount on its account.
- 1.8 The Client has reviewed and acknowledged the risks associated with the OYS Portfolio Service as described herein, including but not limited to, automated trading execution, whereby the opening and closing of trades happens in the Client's account without the Client's manual intervention.
- 1.9 The Client hereby authorizes the Company to limit and/or withhold the OYS Portfolio investment based on the Company's ongoing Suitability Assessment in accordance with its policies and procedures. The Client further authorizes the Company to execute all actions undertaken by the Company on the selected OYS Portfolio the Client chosen to invest in. These actions are taken after the Client clicks the "Subscribe" button in the Client Area. The Client hereby acknowledges that at any time, upon its sole discretion, the Client can stop participating in any OYS Portfolio activity by clicking the "Unsubscribe" button in the Client Area, or contacting an account manager by phone, email or any other available means of communication.

- 1.10 The provision of the OYS Portfolio Service does not constitute investment advice on the Company's part. The Client uses the OYS Portfolio Service at its own risk, and the Company and its affiliates, employees, clients and agents shall not be liable for any losses that the Client may sustain as a result of using the Service.
- 1.11 The Client hereby acknowledges that due to the structure of fees, that includes the Profit fees and the Trading expenses, the total amount of fees can be substantial in some cases. All these are determined by the Company, described in particular OYS Portfolios that the Client selects for copying and accepted by the Client when he/she subscribes to the OYS Copy Portfolio Service.
- 1.12 The Client agrees to receive reports of transactions and notifications if the negative result of copying deals depreciates by 10 % or more. Notifications are sent by email no later than the end of the business day when the threshold is exceeded, or the end of the next business day.
- 1.13 The Client hereby agrees that subscription to the selected Portfolio starts as soon as he or she clicks the "Subscribe" button in the OYS Portfolio Service section of the Client Area.

2. OYS Portfolio Service

- 2.1 The Company will generate commission from the Client, where the Company's commission is an agreed fee from copied transactions on the Clients' accounts during the whole period of the offer. Details can be found on the [website](#).
- 2.2 The Company shall provide participants of the OYS Portfolio Service with access to the IT system of the Company designed to exchange information between different accounts in order to allow the interested parties to copy other parties' trades, where the Company acts as the means of exchanging information, as well as the manager of fees charged to the Client for the benefit of the Company.
- 2.3 The Company shall not be held liable by participants of the OYS Portfolio Service for lost profit or losses that may directly or indirectly occur as a result of trading operations performed or not performed by the Company. The Client hereby acknowledges and assumes all risks. The Client understands that Risk Disclosure may not contain full information about possible risks and assumes all risks reasonably caused by the Company or a third party. The Client hereby acknowledges the risk of all losses incurred from investment in the OYS Portfolio.
- 2.4 The Company shall not be held liable by participants of the OYS Portfolio system for lost profit or losses that may directly or indirectly occur as a result of their ignorance of the regulatory documents or cooperation schemes.
- 2.5 The Company shall not be held liable for:
- a) The Client losing access to its trading accounts, or third parties gaining access to these accounts. In this case, the Client shall bear all possible risks.

- b) Unforeseen delays when withdrawing funds or transferring them between accounts (if these delays occur through no fault of the Company).
 - c) Technical malfunction, if it occurs through no fault of the Company, but of the Company's partner or other parties that are not the Company's employees.
 - d) The Client's losses that occur during maintenance operations on the Company's servers.
- 2.6 The Client hereby acknowledges that under the present Agreement the Company shall provide technical implementation of the OYS Portfolio Service disclaiming any responsibility for results of trades on the Client's account.

3. Risks Associated with Copy Trading

The Company provides the Client with the ability to interact, follow and copy the OYS Portfolio by using information and/or copy trading features provided and/or made available on the Company's and affiliated party websites and/or trading platforms. The OYS Portfolio is associated with various risks, and the Client is urged to carefully read and consider the following risks before using the OYS Portfolio Service:

- 3.1 The OYS Portfolio Service involves either automated trading execution when trades are executed automatically without dealer's intervention, or manual execution when trades are executed manually with dealer's intervention.
- 3.2 In making a decision to invest in the OYS Portfolio and/or follow a particular strategy, the Client has considered its entire financial situation, including financial commitments, and understands that using the OYS Portfolio is highly speculative, and that the Client could sustain losses exceeding the amount invested in the OYS Portfolio up to the total amount invested in its account.
- 3.3 The Company, its affiliates, their employees and agents are not investment or financial advisers. If the Client makes investment decisions in reliance on information available on the Company's and affiliated party's websites, or as a result of the use of the OYS Portfolio features, the Client does so at its own risk, whereas the Company, its affiliates, their employees and agents shall not be held liable for any losses that the Client may sustain.
- 3.4 The Client should not make any investment decision without first conducting its own research. The Client is solely and exclusively responsible for determining whether any investment, or strategy, or any other product or service is appropriate or suitable for him/her based on the Client's investment objectives and personal and financial situation.
- 3.5 If the Client places additional trades in its account, or modifies or cancels an order generated by the OYS Portfolio, the Client may achieve a materially different result than the Company.
- 3.6 The Client hereby agrees that if by any technical and/or organizational reason the Client's subscription to the OYS Portfolio is stopped by means other than unsubscription by the Client or the Company, the Company shall not be held accountable for trades that were left open following such unsubscription. The Client hereby accepts that such trades left open may be

profitable or equally result in a loss. In case the Client does not request the trades to be closed (including cases when the Client was not informed that the subscription had been stopped because of technical or organizational issues), the Client accepts the above and any risks arising from continuing to have the trades open.

- 3.7 The Client hereby confirms that the OYS Portfolio Service is a technically sophisticated service, and particular bugs may occur in the future from time to time with a relatively high probability. The Client hereby confirms that the OYS Portfolio Service does not make decisions about trades, but only transmits information about trades from one account to another. Thus, in situations where such transmission is performed with an error (or was not performed because of errors) is accepted by the Client as a random circumstance that does not impact the probability of the Client getting a profit or loss, and thus cannot be considered a reason to claim from the Company any profits or compensation of any losses sustained in excess of that in situations where such transmission of information was done without error.
- 3.8 Copied positions of the Company (with respect to any financial instruments) shall be copied in the amount equal to either the minimum position amount or the proportional amount of the copied trade to the realized equity of the copied OYS Portfolio. Such positions shall have the corresponding leverage to the maximum extent possible. Trades below the minimum trade amount shall not be opened. All such positions shall not be accepted by the Company, for whatsoever reason, without providing any further notice and/or without any action on the Client's part. The Client must be able and prepared to bear the loss of the entire investment made as a result of a deposit of an amount below the minimum or a trade request under the minimum trade amount. The Client shall be fully responsible for any losses it sustains as a result of the Company's execution of instructions generated as a result of use of any of the OYS Portfolio features.
- 3.9 The past performance statistics appearing on the Company's or affiliated party's websites or in applications are not indicative of future results and should be considered hypothetical. It is important to understand that past performance is not a guarantee of future performance. No representation or guarantee is being made that any account will or is likely to achieve profits or losses similar to those shown. Neither is there a guarantee that a risk score of the OYS Portfolio shall not be actually higher. The Company does not guarantee the placement of any order. Therefore, the Client may lose up to the original amount deposited to the account dedicated to the specific Portfolio.
- 3.10 Hypothetical performance results have inherent limitations. The actual percentage gains/losses experienced by the Client will vary depending on many factors, including but not limited to initial account balances (including deposits and withdrawals), market action, the Client's account settings and the actual performance of the copied Company's Portfolio.
- 3.11 No aspect of the information on the OYS Portfolio system made available on the Company's and affiliated party's websites is intended to provide investment, tax or other financial advice of any kind. Any such content shall not be considered a substitution for professional financial and investment advice. If the Client chooses to engage in transactions by electing to copy a specific Portfolio, then such decisions and transactions and any consequences thereof are the Client's sole responsibility. The Company and its affiliates do not provide investment

advice directly, indirectly, implicitly, or in any manner whatsoever by making such information and/or features available to the Client.

3.12 An investment associated with the OYS Portfolio Service could cause losses over short or long periods of time. You acknowledge that the assets comprising the OYS Portfolio accounts are subject to fluctuations within a wide range. The OYS Portfolio accounts are subject to the following Portfolio risks which could affect the performance:

- *Stock market risk* is the risk that prices of stocks comprising the OYS account will decline. Stock markets tend to move in cycles, with periods of rising and falling prices.
- *Investment style risk* is the chance that returns from large-capitalization stocks (underlying assets of the Portfolio) will trail returns from the overall stock market. Large-cap stocks tend to go through cycles of doing better or worse than other segments of the stock market or the stock market in general. In the past, these periods lasted for as long as several years.
- *Risk of delay to copy Portfolios* is the risk that the market price of the OYS Portfolio that is purchased on the Client's account may be higher or lower than the Client expected. The maximum delay time is up to 12 working hours from the moment the Client submits a request for subscription to copy the OYS Portfolio in case of manual order execution and up to 5 minutes in case of automated execution and actual purchase of assets comprising the OYS Portfolio account.

4. Terms of Use of the OYS Portfolio Service

- 4.1 The OYS Portfolio Service is a software product designed to technically implement all copying processes between trading accounts registered with the OYS Portfolio Service. The OYS Portfolio Service shall provide the following processes:
- a) Registration of the Client in the OYS Portfolio Service;
 - b) The Client's subscription to the Company's account for the purpose of copying and subsequent execution of the Company's orders on the Client's account.
 - c) Calculation of a quarterly commission to be paid by the Client to the Company for profitable trades;
 - d) Calculation of a commission at the time of liquidation of positions copied from the Company's Portfolio (closing or selling assets in the copied Portfolio) payable to the Company;
 - e) Commission crediting to the Company's MetaTrader account;
 - f) Commission deduction from the Client's MetaTrader account;
 - g) Adjustment by the Company of copying terms to copy trades to the Clients' accounts;
 - h) Adjustment by the Client of subscription parameters to copy trades on the OYS Portfolio account;

- 4.2 The Company shall record the Client's request to copy trades from the Company's Portfolio and start copying trades from the Company's account to the Client's account if the request has been accepted by the Company. The Company shall start copying trades from the Company's Portfolio to the Client's account in real time within 12 working hours of receipt of the request if the Client's account satisfies the terms hereof.
- 4.3 If the Client's account does not satisfy the terms for copying trades from the Company's Portfolio, then the Company shall inform the Client by any registered means of communication within 12 working hours of receipt of the request.
- 4.4 The Client hereby agrees that by clicking the "Subscribe" button in the Client Area, the Company will copy trades to the Client's account from the Company's account in the full available amount on the dedicated OYS account, unless special conditions for copying orders are predetermined.
The Client may request special conditions of order execution (partial copying, setting stop loss or take profit orders, etc.) on the Client's account by sending a request to the Company by any available means of communication.
The Client hereby irrevocably agrees to possible consequences of this allowable deviation in price execution of the copied instrument from the Company's account.
The additional trades will be copied from the Company's Portfolio to the Client's account in real time within 12 working hours of receipt of the request.
The Client agrees with alterations or closing positions by copied trades from the Company's account on the Client's account by sending the instruction by available means of communication.
- 4.5 The OYS Portfolio system shall be available to all verified clients of the Company in the Client Area after the Client has been registered in the OYS Portfolio Service and complied with the Suitability Requirements.
- 4.6 The OYS Portfolio Service implies possible risks related to both CFDs and security trades made by the Company and copied by the Client and possible technical errors due to drawbacks of a trading platform or the OYS Portfolio Service.
- 4.7 Should the Client or the Company request to unsubscribe from copying trades, the Company shall process the request in real time within 12 working hours of its receipt. The profits to be paid to the Client may differ from the profits displayed in the Client Area at the time of receipt of the cancellation request, including instances when the Company has suffered losses, and the Client's trades have been closed at a Stop Out level at the time of an information update.
- 4.8 Subscription to copying trades in the OYS Portfolio Service shall be canceled if:
- a) The Company closes the OYS Portfolio;
 - b) The Client cancels the subscription by clicking "Unsubscribe" in the Client Area or sending a direct order to the Company by any available means of communication;
 - c) The money available on the Client's account is not sufficient to pay the commission to the Company or any other fee.

- d) The money in the Client's account is not sufficient to maintain trades copied from the OYS Portfolio account.

5. Use of the Client's money

- 5.1 The Company shall not pay the Client any interest on any Client's money the Company holds, unless otherwise agreed separately. If interest is accumulated on such funds, it shall not be deemed a part of the Client's funds and shall not be credited to the Client's account.
- 5.2 The Company may use the money in the Client's OYS account to pay fees, costs or charges that become due and payable. When the Client enters into a transaction, all fees, costs, and charges for the transaction become due and payable immediately upon execution, therefore the Company will deduct the relevant sum from the Client's OYS account at that time. The money that is due and payable will cease being treated as the Client's money in accordance with the applicable law.

6. Prices

- 6.1 The Company's trading platforms display price to buy and sell for each trading instrument. This is called a "quote". The quote is not an offer by the Company to buy or sell any products.
- 6.2 The Company is responsible for setting the price of instruments and products that can be traded on the Company's platforms. This means that the Company's quotes will differ from the prices provided by other brokers, the market price, or the current prices on any exchanges or trading platforms.
- 6.3 When providing a quote, the Company may take into account the price that it receives from a broker, the market, or any exchanges or trading platforms, but is under no obligation to do so or to ensure that the quotes provided by the Company are within any specific percentage of such a price.
- 6.4 If the prices on a market, exchange or trading platform are distorted, for example, during a short-term price spike, or during pre-market, post-market, or intraday auction periods, the Company may reflect similar prices in its quotes, but is under no obligation to do so.
- 6.5 Quotes are updated constantly, which means that the price to buy or sell may change between the time that the Client places or confirms an order and the time that the Company executes the order.
- 6.6 The Company shall execute the Client's order to copy the OYS Portfolio in accordance with the Best Execution policy. When a Client subscribes to copying the OYS Portfolio, he/she agrees that the Company will execute an order in the best interests of the Client. The parameters of trades are available in the MetaTrader trading platform after their actual execution.

7. Dispute resolution

- 7.1 Should a participant of the OYS Portfolio Service be not satisfied with any aspect of the system, it has the right to file a complaint according to the Company's Terms & Conditions and the Complaint Handling Procedure, as displayed on the Company's website.

8. Application of Terms of Agreement of the OYS Portfolio Service

- 8.1 These Terms of Agreement come into effect for both the Company and the Client on the day of acceptance by both the Client and the Company. The termination date hereof shall be the same as the termination date of the Company's Terms & Conditions.
- 8.2 In case of contradiction between articles hereof, the Company's Terms & Conditions, or any other regulatory document of the Company, the articles hereof shall prevail.
- 8.3 The Company has the right to amend the articles hereof at any time, notifying the Client in sufficient time before the changes come into effect. The changes come into effect and become binding on the Client on the date specified in the sent informational message.

9. Technical Regulations of the OYS Portfolio system

- 9.1 Registration of a Client. After the Client passes the Suitability Test and accepts the present Agreement in the Client Area, the Client is registered as the OYS Portfolio Client (also referred to as the "OYS Investor", "OYS Subscriber" or "OYS Follower").
- 9.2. Selecting an OYS Portfolio for copying trades. Before the Client subscribes for copying trades, he/she selects an OYS Portfolio from the list of available Portfolios in the Client Area.
- 9.3 The Client's request to copy trades. The Client shall request to copy trades in the Client Area by clicking the "Subscribe" button in the OYS Portfolio section. The Company accepts the request if it satisfies the OYS Portfolio Service conditions, that is, the minimum available balance on the Client's trading account should be not less than 2,000 EUR or its equivalent in another currency. If the Company accepts the request, the trades copying shall start within 12 working hours after receipt of the request at the most (when markets are opened) from the moment of the acceptance of the request. The Company may decline the request for reasons including but not limited to the case when markets are closed, impossibility to execute trades on the Liquidity Provider's side, or technical issues with the platform or the OYS Portfolio Service. In this case, the Client is informed about the reason for decline. The Client can repeat the request for subscription without any limits for the number of attempts.
- 9.4 The Company's acceptance of a request to copy trades. The request to copy trades shall be available to the Client in the OYS Portfolio Service section of the Client Area. The Company shall be entitled to accept or decline any request before or after the conditions to start copying are fulfilled within 12 working hours of receipt of the request when markets are opened. If the Company ignores the request, the latter is deemed automatically canceled 12 working hours after receipt.

- 9.5 Start of the trade copying to the Client's OYS account. After the Company has accepted a request to copy trades to the Client's OYS account, the system shall start copying trades within 12 working hours from the moment the Client fulfills all requirements for copying (as described in point 9.3). The Client shall be informed by email or other available means of communication if the trades were successfully copied.
- 9.6 By default, trades are copied to the Client's account with the use of the entire available balance on the OYS account. However, the Client may modify the amount for trade copying on the OYS account through the Client Cabinet or by making a request to the Company by any available means of communication.
- 9.7 Termination of trade copying to the Client's account. After the Client has unsubscribed from copying trades of a selected OYS Portfolio, the system shall terminate the process of copying the OYS Portfolio within 12 working hours (when markets are opened). The Client is informed by email or other available means of communication if unsubscription was processed successfully.
- 9.8 The Client's new request to copy trades. If the Client deposits additional funds on the OYS account, the new funds will be added to the copy trading by default unless additional instructions have been received by the Company.
- 9.9 Information updates about profits and/or losses of the Company and the Client. The information about profits and/or losses of the Company and the Client shall be provided regularly. The information shall be available in the Client Cabinet and MetaTrader account of the Client.
- 9.10 Commission credited to the Company's account. A commission charged by the Company is calculated on the basis of the terms agreed by the Client within the period of subscription to the specific OYS Portfolio. The Client is informed by email or other available means of communication about commissions he was charged for a specific quarter when his subscription was active.
- 9.11 Replenishment of the Client's account. The Client may replenish their OYS account by the standard replenishment procedure in the Funds area of the Client Cabinet. The deposited money shall be credited to the Client's account that was selected during the deposit procedures only when received by the Company.
- 9.12 Access to the OYS Portfolio statistics. The OYS Portfolio statistics include:
- a) Performance of Client's OYS account in the Client Cabinet;
 - b) Performance of the Company's OYS Portfolio accounts in the Client Cabinet, website and/or websites of the Company's official partners;
 - c) Current copying from the Company's accounts and subscription history;

The OYS Portfolio statistics provided by the Company are designed to enable the Client to monitor his own OYS account performance and activities and the performance and activities

of the Company's OYS accounts. However, the Client shall be aware of possible delays in statistics updates that shall not exceed 1 or 2 hours under normal conditions.

9.13 Automatic closing of trades on the Client's account:

- a) If there is not enough money on the Client's account for replicating the trading strategy of the Company's OYS account, then all copied trades shall be closed on the Client's account at the current price.
- b) If there is not enough money on the Client's account to pay commission to the Company, then all the copied trades shall be closed on the Client's account at the current price.
- c) If there is no free margin for maintaining copied trades, then trades shall be closed on the Client's account at the current price.

10. Additional provisions

10.1 The Client hereby declares that, before accepting the present Agreement, he or she has read and accepted the Terms and Conditions Agreement that sets forth general business rules.

10.2 The Company hereby informs the Client that there are other documents and information available on the Company's website that form a part of the Terms and Conditions Agreement and provide more details on the Company and its activities carried vis-a-vis the Client, such as:

- a) the Order Execution Policy that explains how trades are executed; and
- b) the Risk Disclosure Notice that summarizes the key risks involved in investing in CFDs.

There are additional documents and information available to the Client on the Company's website and through its trading platform(s) which contain useful information but are not part hereof and which Clients have already accepted during registration in the OYS Portfolio system. These include:

- a) the Conflict of Interest Policy that explains how the Company handles all conflicts of interest in order to treat its Clients fairly;
- b) the Investor Compensation Fund Notice that provides details on the Investor Compensation Fund (ICF);
- c) the Client Categorisation Notice that specifies how a Client is being categorized in accordance with applicable regulations;
- d) the Complaints Handling Procedure that sets forth the procedure to be followed if a Client wishes to lodge a complaint with the Company and explains how the complaint is

handled. This document also includes information on how the Client can contact the Financial Ombudsman of the Republic of Cyprus;

- e) the Privacy Policy that explains how the Company deals with certain information provided by the Client;
- f) the Key Information Documents that provide the Client with key information about the investment product(s) the Company offers;
- g) the Leverage and Margin Policy that provides the Client with information on leverage and margin rules of the Company.