

**L.F. INVESTMENT LIMITED ADDENDUM TO TERMS AND CONDITIONS
FOR ETF/SECURITIES TRADING**

This ETF/Securities Trading Addendum (the “**ETF/Securities Addendum**” or the “**Addendum**”) supplements L.F. Investment Limited’s (the “**LFI**” or the “**Company**”) Terms and Conditions of services agreement (the “**General Terms and Conditions**”) together with the Privacy Policy, Conflict of Interest Policy, Execution Policy, Client Complaints Policy, Client Classification Policy, Investor Compensation Fund Policy as well as other rules and policies relating to the Services, available on the Site, which are duly incorporated herein by reference, together with such other policies of which You may be notified of by the Company from time to time (the “**Other Terms**”).

This Addendum sets out the terms under which you can trade ETFs and Transferable Securities. The Terms and Conditions shall apply mutatis mutandis on trading ETFs and Transferable Securities along with this Addendum and in case of conflict between this Addendum and the Terms and Conditions, this Addendum will prevail. All capitalized terms used herein and not otherwise defined shall bear the meaning ascribed to them in the Terms and Conditions.

Please note - Our Trading Service is not suitable for everyone. A full explanation of the risks associated with our ETF Trading Service is set out in the “General Terms and Conditions” and in the “Other Terms” of the Company and you should ensure you fully understand such risks before entering into this Agreement with us.



1. DEFINITIONS

Client's Portfolio - the Client's Assets under management together with further investments and reinvestments, the proceeds of Financial Instruments and all earnings and profits, less all amounts withdrawn by the Client.

Portfolio Management Services - activities in respect of Client's Investments which shall be performed by the Company in exchange for its remuneration. The investment objective shall be to undertake, on behalf of the Client, the management and administration of the Client's Portfolio with the aim of generating a reasonable return on the Client's investment, in accordance with the Client's Investment Objectives and Risk appetite.

ETF Portfolio – a portfolio management product provided to the Clients by the Company and binded by the Strategy Offer parameters.

Investor/Client – the Client of the Company who is appropriate and suitable for receiving of PM services for selected product.

Strategy Offer - a set of parameters offered by the Company divided in 3 categories of Risk (Low, Medium, High).

ETF Managed Account – an account where trading activities are performed based on the percentage allocation related to the chosen Strategy Offer.

Investor's/client deposit – funds used for buying ETFs in accordance with allocations under Strategy Offer. There is a minimum deposit amount specified for each Strategy Offer.

Investor's/client withdrawal – funds returned to the Client by his/her request. Possible only after disconnecting the Investor's ETF Managed Account from particular ETF Portfolio and after closing of all open positions during the next ETF Disconnection day.

ETF Sum-up day – The day when company summarizes all new Investor's deposits for the previous time period and received no later than by Sunday preceding the ETF Sum-up day, and sends them to the Third party for the purchase of ETFs. All new Investor's deposits received during and after the ETF Sum-up day will be invested to ETFs only at the ETF Execution day of the following month. ETF Sum-up day shall be the Monday before the ETF Execution day. If such day is a public holiday, the ETF Sum-up day shall move to the next possible business day.

ETF Execution day – The day when positions for ETF portfolio are opened. In the event of ETFs Portfolios, it shall be the third Friday in the calendar month. If such day or any of the previous three days is a public holiday, the ETF Execution day might be moved accordingly. If the Client wishes an immediate execution, he/she shall notify the Company thereabout in writing and accept the extra cost (Transaction Fees of 15 EUR per ETF), applicable in such case.

ETF Execution price – the buying or selling price at the day of buying or selling of the ETF positions.

ETF Last Trading day – The last trading day of particular month, i.e. the last day of the month when the trading with selected ETFs is open in the execution venue (it can be a different day then last calendar day due to weekends or bank holidays)



ETF Disconnection day – This is the day when finalisation of closing of all trading positions occurs, following the request of Client for disconnection. Since this day, the Client may handle the balance on his account freely according to his will and request its withdrawal or internal transfer to any other trading account. If the Client wishes an immediate execution of his request for disconnection, he shall inform the Company thereabout in writing and accept additional costs (Transaction fees of 15 EUR per ETF), applicable in such case. Such day shall be the third business day, following the ETF Last trading day. If such day is a public holiday, respective ETF Disconnection day will be shifted to the following possible business day.

Front fee - a percentage of clients' deposit, which will be charged by the Company during the execution of a funds deposit to an ETF Managed Account and paid to the Company. This is to be specified in the Strategy Offer. The calculation formula can be found at the fee Section.

Management fee - a per annum percentage of Investor's Equity which will be calculated and charged by the Company on a monthly basis. This fee does not relate to the profitability of the Portfolio and should be specified in the Strategy Offer. Every month a sum, 12 times smaller than the Strategy Offer parameter defined as a percentage per annum is deducted. The calculation formula can be found at the Fees section.

Once the amount of Management fee is calculated for each ETF Managed account for the current month, the adequate amount of ETFs (i.e. the value of such ETFs equals the Management fee amount) held on the ETF Managed account will be sold off. Once such ETFs are sold, the Management fees are charged from client's account. The ratio of the ETFs sold will be calculated according to the Strategy Offer of the Portfolio that the ETF Managed account is connected to.

Transaction Fee – no transaction fee is charged from Investor for buying or selling of ETFs, unless Investor express his intention for immediate disconnection from the strategy.

“Transferable securities” means those classes of securities which are negotiable on the capital market, with the exception of instruments of payment, such as (a) shares in companies and other securities equivalent to shares in companies, partnerships or other entities, and depositary receipts in respect of shares; (b) bonds or other forms of securitised debt, including depositary receipts in respect of such securities; and (c) any other securities giving the right to acquire or sell any such transferable securities or giving rise to a cash settlement determined by reference to transferable securities, currencies, interest rates or yields, commodities or other indices or measures.

Monitoring – Ongoing monitoring of the ETFs portfolio management by the Company.



2. INTRODUCTION

2.1. This Addendum sets out the basis on which we will receive and handle orders placed by you or placed on your behalf under Portfolio Management services, and on which we will enter into transactions and hold the underlying securities (exchange-traded fund (“ETF” or “ETFs”)), transferable securities (“transferable securities” or “securities”), and money on your behalf (“Trading Service”). This Addendum governs each order issued or outstanding and each transaction entered into on or after this Addendum comes into effect and all ETFs, securities and money held by us on your behalf relating to transactions entered into on or after this Addendum comes into effect.

2.2. Trading under Portfolio Management can only be performed by the Company on the basis of this Addendum. On agreement with the present Terms the Investors acknowledge that they will not interfere in the trading strategy unless the service is officially terminated by either party.

2.3. We reserve the right to amend, revise, modify, and/or change this Addendum and/or any terms and/or features of the Trading Service at any time without prior notice. All changes shall take effect immediately and such updated version of the Addendum shall be published in our website. You are responsible for checking this page on our website/applications periodically in order to review the current version of the Addendum.

2.4. By providing you with the Trading Service we will act as your execution-only broker and will provide dealing services with respect to the underlying securities.

2.5. We will also hold and administer your money, ETFs and securities as custodian. We may delegate certain obligations under this ETF/Securities Addendum to associated companies (any holding company or subsidiary company) and third parties.

2.6. The Company shall take appropriate measures for identification of the correct allocation of ETFs and securities owned by the Company on behalf of the Client with the Third Party.

2.7. All transfers of funds between the Investors' personal accounts with Company and their ETF Managed accounts are carried out only on the basis of requests from Investors. The Company cannot influence the decision making for the inflow or outflow of Investor funds or prevent instructions for funds transfers from being executed by the Investor.

2.8. The Company shall reflect all amounts (profits or losses in respect of the Client’s Portfolio) received from the Third Party to the Client's ETF Managed Account.

2.9. The company shall render its Services under this Portfolio Management Services Terms in accordance with the Strategy Offer chosen by the Client.

2.10. Before entering into any Transaction related to the Portfolio management Services, The Company will assess ETFs and securities as being suitable and appropriate to the Investment Objectives, risk profile and financial situation of the Client, the purpose and the time length of the investment.



3. TRADING SERVICES

3.1. In addition to all Services described in the Terms and Conditions we will provide you with the following services:

- 3.1.1. brokerage services (including buying and selling ETFs and securities)
- 3.1.2. portfolio management services (as described in this ETF/Securities Addendum and in the PAMM System Terms)
- 3.1.3. arranging for you the services described in 3.1.1 and 3.1.2 above;
- 3.1.4. custody services in relation to your ETFs and securities.

3.2. Dealings with you will be carried out by us on an execution-only basis and you agree that, unless otherwise provided in this Addendum, we are under no obligation:

- 3.2.1. to monitor or advise you on the status of any order;
- 3.2.2. to monitor or advise you of the status of the ETFs/Securities held by us on your behalf;

3.3. All trading shall be made within our Trading Platform and you will be unable to transfer the securities out of your account into your own name or another nominee.

3.4. All trading, including all the records of trading transactions carried out in your ETF managed accounts, will be accessible through the PurpleZone online terminal according to the corresponding ETF managed account update timeframes and within 24 hours from the actual execution of the trade.

3.5. We are not providing you with any investment, legal, regulatory, tax or other form of advice. You are not entitled to ask us to provide you with investment advice relating to ETFs/securities, or a transaction or to make any statement of opinion to encourage you to enter into a particular transaction. You may wish to seek independent legal advice in relation to any transaction you propose to enter into under this Addendum.

3.6. We may, at our absolute discretion, provide information:

- 3.6.1. in relation to any ETFs/securities, transaction or order about which you have enquired, particularly regarding procedures and risks attaching to that security, transaction or order and ways of minimizing risk; and
- 3.6.2. by way of factual market information; However, we will be under no obligation to disclose such information to you and in the event of us supplying such information it will not constitute investment advice.

3.7. You acknowledge that the product details that apply at the time when a transaction is made will be those displayed on our website(s), which may be updated from time to time.

3.8. The Client (i.e. You) hereby represents and warrants to the Company (i.e Us) that:

- 3.8.1. The Client has the power and authority to receive the Portfolio Management Services.



- 3.8.2. The information provided by the Client in the Client's Questionnaire is true and correct and no part of it could be treated as misleading.
 - 3.8.3. The Client represents and warrants that no part of the Client Assets is subject to any encumbrances or claims of any Persons.
 - 3.8.4. The Client represents and warrants that the financial information disclosed to the Company is an accurate representation of the Client's current financial condition. The Client will inform the Company immediately of any changes and/or additions to any information provided in the Client Questionnaire submitted by the Client.
 - 3.8.5. The Client will inform the Company of any material changes affecting the financial situation of the Client, the breach of any contractual obligations of the Client, the legal proceedings related to the activities or assets of the Client and any other circumstances that could alter the ability of the Client to exercise its rights or meet its obligations under this Portfolio Management Service.
 - 3.8.6. The Client agrees to immediately inform the Company if the Client's financial condition changes in such a way to reduce the Client's Net Worth, Liquid Assets and/or Risk Capital.
 - 3.8.7. The Client represents and warrants that the Client has very carefully considered the portion of the Client's assets which the Client considers to be Risk Capital. The Client recognizes that Risk Capital is the amount of money the Client is willing to put at risk and if lost would not, in any way, change the Client's lifestyle.
- 3.9. Prior to the beginning of the provision of Services the Company will inform the Client of the nature and complexity of the ETFs/securities included in the Portfolio;

4. YOUR USE OF MARKET DATA

4.1. In case of ETFs/securities “Market Data” are data produced by an exchange. The data may include (without limitation) current market prices (“real time” or delayed), opening and closing market prices and ranges, high-low market prices, estimated and actual market volumes and the size, number and existence of current market bids and offers.

4.2. Any Market Data Company provides to you, or you access through our website, will be provided or made accessible for convenience and information only solely to assist you to make your own investment decisions, and does not amount to investment advice. **THE DATA WILL THEREFORE BE PROVIDED OR MADE ACCESSIBLE TO YOU WITHOUT ANY LIABILITY AND YOU SHOULD NOT RELY UPON THE MARKET DATA IN ANY WAY.** In particular, any price quoted in the Market Data may differ from the execution price you actually obtain.

4.3. Market Data constitute valuable confidential information. As such, the data are the exclusive property of the exchange or liquidity provider which operates the market. Accordingly, you may use it only for your own trading purposes under the rules of the relevant exchange and you may not redistribute the data in any way. You should consult the website of the relevant exchange for full details of the rules.

4.4. You will not use the prices we make available to you for any purpose other than the purposes of applying this present agreement, and you agree not to redistribute the prices we make available to you to any other person whether such redistribution be for commercial or other purposes.

4.5. You authorize Company to enter into any agreement on your behalf with any exchange(s) relating to the proper use of market data as the Company sees fit.

5. ORDERS

5.1. General

5.1.1. We may, in our sole discretion decide not to execute any orders on your behalf for a variety of reasons, including, but not limited to, the size of an order, market conditions, breach of the terms of the Addendum or the General Terms and Conditions, a violation of any applicable rules or regulations related to your orders, insufficient or inadequate securities or liquid funds in your Account (including all commission, charges, taxes and any amount in addition to the current price of the ETF/securities that we reasonably consider may be necessary), insufficient margin, risk considerations, and other matters that affect trading generally.

5.1.2. If we place an order on your behalf and then an event takes place which means that it is no longer reasonable for us to act on that order, we will be entitled to disregard or cancel your order and we shall not have any liability to you as a result of such action. Examples include but are not limited to:

5.1.2.1. a change in the applicable regulations, so that the order or the transaction to www.purple-trading.com

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- which the order relates is no longer in compliance with the applicable regulations;
- 5.1.2.2. an event takes place in respect of Company whose shares represent all or part of the subject matter of the order, for example, a corporate event or the insolvency of Company; or
- 5.1.2.3. if we cease to offer the Order you have requested.
- 5.1.3. We may be required to cancel a transaction if requested by an exchange or may be required to cancel an order if requested or recommended by an exchange.
- 5.1.4. You are responsible for the monitoring of all of your orders entered into our electronic systems until such orders are confirmed or a cancellation is confirmed by us.
- 5.1.5. There is no guarantee that your order will be filled in full or in part. Where a delay occurs for any reason, we will attempt to execute the order as soon as reasonably practicable. You acknowledge and accept that the market price of the ETFs/securities may have moved during the time of our attempt to execute order. In these circumstances, the third-party who has provided the quotation to us is not obliged to honour the indicative price we have received and, if that is the case, we may reject the order. Such movements in price may be in your favour or against you.
- 5.1.6. You acknowledge and agree that Company reserves the right to cause any of your orders to be routed for execution to one or more exchanges, associations, electronic communications networks or markets if we, in our sole discretion, determine that doing so will result in the better execution of your orders.
- 5.1.7. Unless we agree otherwise, all sums payable by you are due immediately and must be paid on entering into the transaction and will be paid in accordance with term 9.

5.2 Portfolio Management Services for ETFs

- 5.2.1. Trading with ETF's is only available to clients that receive Portfolio Management services.
- 5.2.2. For the purposes of the provision of Portfolio Management Services, the Client and the Company agree that the Client's Funds will be invested in accordance with the following Strategy Offers selected by the Client.
- 5.2.3. A Strategy Offer is a proposal to perform trading transactions on the ETFs market by any Client of the Company based on his/her Strategy Offer. Each Offer consists of a set of parameters used by the Company for the calculation of the remuneration of the Company, as well as a set of conditions for the formation and operation of ETF Managed Accounts. Acceptance or rejection of any Offer regarding an investment is an entirely voluntary decision of the Client and does not entail the conclusion of any contract, material reciprocal relationship or any other commitment binding the Company and/or Investors.
- 5.2.4. After receiving of a Client's deposit, the Company will make the necessary calculation at its own discretion in order to find the correct allocation of this new deposit to be used for purchasing each of the ETFs on behalf of the Client in accordance with the selected Strategy

Offer. The Company will then add these allocations up to the total allocations for other Clients with new deposits and send the bulk orders for buying each of those ETFs to the Third Party at the ETF Execution day.

5.2.5. Once the trading orders are executed by Third Party, the Company will allocate the purchased amounts of ETFs on behalf of the Clients to each of their ETF Managed Account. This information will be then displayed in Client's PurpleZone on the next Business day. The real Value of the ETFs Portfolio is updated several times per day and synchronised with Client's PurpleZone online portal.

5.3. Best Execution

The best execution of instructions may be affected by several factors (e.g. price, cost, speed, probability of performance and settlement, size, nature, or other matter that is important when executing the order). To determine the relative importance of each factor, the Company takes into account the following criteria:

- (a) client properties, including client categorization between retail and professional clients,
- (b) the client's orders,
- (c) the class of financial instruments,
- (d) the characteristics of execution venues where these orders may be sent.

For non-professional (retail) clients, the best result is determined by considering all terms based on the price of the financial instrument and all costs associated with the execution of the order.

For professional clients, in general, factors such as price and costs play a relatively important role in achieving the best possible result of the orders given to this type of client.

The Company is entitled, on the basis of its own judgment, in the case of the Client, his orders, financial instruments or execution venues, to give higher priority to criteria other than price and cost in order to achieve the best possible result of executing the order.

If circumstances arise when other factors are important when executing orders for non-professional or professional clients (e.g., instructions that go beyond the standard market size and instructions for illiquid tools), the Company is entitled to execute, at its own discretion, based on other factors that, according to Company will lead to the best interests of the client. The Company is not responsible for not executing the client's orders or for failing to do his utmost to fulfill the obligations arising from this Policy if the realization or settlement is not due to a breach of client's obligations.

When executing the Buy or Sell orders on your behalf under the Portfolio Management service, we consider the price and total transaction costs as the more important ones instead of the speed and probability of execution. This allows us to wait with the execution of such orders and pool them with orders of other clients at our own discretion.



In accordance with this Policy, a comparison of the results achieved through the application of this Policy with the results that could be achieved for the client by another financial institution by applying the company's order execution strategy or by other structure fees and commissions, will not be considered as the best possible result.

5.4. Suspension and Insolvency

If at any time trading on the Underlying Market is suspended in any security that forms the subject of your order, then the applicable order will also be suspended and we will not be able to sell any security we hold on your behalf until such suspension is terminated and trading recommences.

Following lifting of suspension, any order will be executed as soon as is reasonable in the circumstances having regard to liquidity in the Underlying Market. We cannot guarantee that your order will be executed at the first available Underlying Market price; or

Where the Instrument is in respect of a company, while such company is delisted from the Underlying Market, goes into insolvency or is dissolved, in such event your order will be cancelled and any security we hold on your behalf will be dealt with in accordance with the terms of the delisting, insolvency or dissolution, as applicable.

If at any time trading on the Underlying Market is suspended in any ETF/securities that forms the subject of your order, then the applicable order will also be suspended and we will not be able to sell any ETF/securities we hold on your behalf until such suspension is terminated and trading recommences.

Following lifting of suspension, any order with respect to the ETF/securities that have been triggered will be executed as soon as is reasonable in the circumstances having regard to liquidity in the Underlying Market. We cannot guarantee that your order will be executed at the first available Underlying Market price; or

Where the Instrument is in respect of a company, that company is delisted from the Underlying Market, goes into insolvency or is dissolved, at which point your order will be cancelled and any ETF/securities we hold on your behalf will be dealt with in accordance with the terms of the delisting, insolvency or dissolution, as applicable.

5.5. Clients Rights

5.5.1. to place buy or sell orders on securities available in the Trading Platform

5.5.2. add funds to the Portfolio;

5.5.3. to follow several Strategy Offers at the same time and also in different currencies;

5.5.4. to withdraw funds from the Client's Portfolio in whole amount, provided that the Client disconnects his ETF Managed Account from the selected Portfolio and waits until the next ETF

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Disconnection day for his ETFs to be sold;

5.5.5. to request the immediate execution for disconnection with acceptance of extra costs;

5.5.6. to apply for the re-categorization to a different Client categorization or pass the re-evaluation;

5.5.7. to request the Company for any additional information with regard to the Portfolio management Services, the ETFs/securities and Transactions involving such ETFs/securities and the risks related;

6. YOUR SECURITIES REGISTRATION

ETFs/securities which are held by Company for your Account will be registered in the name of Company, as your custodian, including a sub-custodian or a recognized depository clearing organization. Your ownership of your securities will be reflected in Company's records.

7. POOLING OF THE ORDERS

We may pool orders placed on behalf of our clients. Pooling means that we may combine your order with those of other clients of ours for execution as a single order. We may combine your order to deal with those of other clients if we reasonably believe that this is in the overall best interests of our clients as a whole. However, on occasions, pooling may result in you obtaining a less favorable price once your order has been executed. You acknowledge and agree that we shall have the ability to proceed with pooling of order and shall not have any liability to you as a result of any less favorable price being obtained due to such pooling.

8. OMNIBUS ACCOUNT

All liquid funds deposited to the ETF Managed account (Client's trading account created to be connected to a selected ETF Portfolio) held by Company for a Client will be deposited by Company in an omnibus client bank account in the name of Company and will therefore be pooled with liquid funds of other Clients. All ETFs/securities held by Company for a Client will be deposited by Company in an omnibus Client account with a third party depository in the name of Company and will therefore be pooled with ETFs/securities of other Clients. In such case, it may not be possible to separate your funds and ETFs/securities from those of other Clients or any third party's money.

The Client acknowledges and confirms that no interest will be received on the balance of your account.

Omnibus Account Risk: The risk of loss emanating from the use of omnibus accounts in third parties, i.e. financial or credit institutions. The above risk may hold other types of risks including legal, liquidation risk, haircut risk, third party risk etc.



In the event of the insolvency or any other analogous proceedings in relation to that third party, Company may only have an unsecured claim against the third party on behalf of the client, and the client will be exposed to the risk that the money received by Company from the third party is insufficient to satisfy the claims of the client with claims in respect of the relevant account. Company does not accept any liability or responsibility for any resulting losses.

9. FEE

You will be subject to certain fees and commissions disclosed on the Company's website. You agree to pay the foreign exchange dealing commissions on currency conversions, credit card processing fees and other fees promptly as set forth in the Company's Deposits and Withdrawals Page (<https://www.purple-trading.com/trading-conditions/deposits-and-withdrawals/>) (the "Fee Page") as applicable to your account and the transactions and Services you receive.

You also agree to pay Portfolio Management fees (i.e. Management fee, Front fee) as applicable according to the Strategy offer.

The **Management fee** is calculated on a monthly basis according to the formula:

$$\text{Equity} * \text{Fee}/100/12$$

Whereby:

Equity = Investor's Equity on the ETF Managed account on the ETF Last Trading day of such month

Fee = Company's Remuneration for management according to the Strategy Offer

The management fee is being charged once per month, on the ETF Last Trading day of such month

The **Front fee** is paid right after any deposit is credited to the ETF Managed account and is calculated according to the following formula:

$$\text{Deposit} * \text{Front fee}/100$$

Whereby:

Deposit = The amount of Deposit

Front fee = The percentage fee for Deposit according to the Strategy Offer

You also agree to pay all applicable country, federal, state and local taxes. You authorize the Company automatically to debit your account for any such commissions, charges, fees and taxes. Company may modify the fee schedule at any time.

Additional charges may also be incurred by you in the case of delayed or failed settlement of a transaction. Any such amounts will be your responsibility and where appropriate will be deducted from your account.

In addition, other commissions and charges may be due by the Client which may be imposed by third parties/Liquidity providers. The Client shall be obliged to pay all such costs.

Transactions fee will be enforced in the event that the Client wants to exit an ETF Portfolio immediately and prior to forthcoming ETF Execution day. The transaction fee could be as high as 15 EUR per transaction in such cases.

We may charge you for the provision by us to you of market data or any other account feature or such other fees as we reasonably advise you from time to time.

10. CUSTODY

10.1. Client Assets - You instruct us to hold any ETFs/securities bought on your behalf until we receive further instruction from you to cancel the investment and sell off all or part of those ETFs/securities. We will act as custodian and will hold ETF's/securities on your behalf in accordance with any applicable regulations.

10.2. We may, subject to any applicable regulations, appoint any other person as a sub-custodian or otherwise to hold ETFs/securities, including documents of title or certificates evidencing title to such ETFs/securities. We will exercise reasonable skill and care in the selection, appointment and periodic review of sub-custodians but we are not liable for their acts, omissions, insolvency or dissolution. Any discrepancy in terms of client assets and any resulting shortfall will be dealt with in accordance with any applicable regulations. Detailed records of all your ETFs/securities held by us will be kept at all times to show that your ETFs/securities are held on your behalf, for your benefit and do not belong to us or any sub-custodian.

10.3. Your Instruments will be registered in the same name as those of other clients (pooled together with other clients' Instruments in an omnibus co-mingled custody account, like with like). If we or our third-party nominee were to become insolvent there may be delays in identifying individual assets, and possibly an increased risk of loss if there should be a shortfall because additional time will be needed to identify the assets held for specific clients. In addition, in the event of an unreconciled shortfall caused by the default of a custodian, you may share proportionately in that shortfall.

10.4. You authorize us and any sub-custodian to hold or transfer ETFs/securities (or entitlements to them) to a securities depository, clearing or settlement system. Details of the name of the entity where an Instrument is registered in are available on request.

10.5. You agree that because of the nature of applicable laws or market practices in certain jurisdictions, we may decide that it is in your best interest for your ETFs/securities held with us to be registered or recorded in our name or in the name of the person who is a custodian, and if it is not feasible for us to do this, then:

10.5.1. your ETFs/securities may be registered or recorded in the name of the Company or custodian as the case may be;

10.5.2. your ETFs/securities may not be segregated and separately identifiable from the



investments of the Company or custodian in whose name your Instruments are registered;
and

10.6. You remain the beneficial owner of the ETFs/securities and money that we hold on your behalf and agree that you will not try to sell, mortgage or otherwise deal in or part with beneficial ownership of the Instruments and money held on your account with us.

10.7. You will not be entitled to any interest in respect of ETFs/securities and/or money held by us as custodian and any interest may be retained by us.

10.8. We may be required to give your details (including your email address) and details of your shareholding to the companies' registrars.

10.9. The Dormant account rules related to the 6 consecutive months of non-activity do not apply on the ETF Managed accounts.

10.10. Company will maintain true, complete and accurate records relating to the liquid funds and ETFs/securities held by it for each Client. Company will take reasonable care in the selection and ongoing supervision of the bank and depository with which the liquid funds and securities are deposited, but will not be liable for the acts or omissions of the bank or depository. Your assets may be at risk if the bank or depository becomes insolvent. If any of the liquid funds or securities held for you by Company are properly passed to the account of a third party in connection with a transaction or in order to meet margin or collateral obligations, the funds or securities may be at risk if the third party becomes insolvent. Since your liquid funds and securities will be pooled by the bank or depository with liquid funds and securities belonging to other Clients, you will not have a legal claim against a specific sum of money or a specific security. Instead, any claim will be against the pool in general. If there is an irreconcilable shortfall in the pool of liquid funds or ETFs/securities following a default by the bank or depository (for example, if it becomes insolvent), you may not receive your full entitlement to the liquid funds or ETFs/securities. If so, you will share in the shortfall pro rata. Pooling of securities may also result in your allocation in a share issue being less than it would otherwise have been, if the share issue's allocation policy is designed to favour small investors and under the policy you are not considered or qualified as a small investor.

11. SECURITY INTEREST

11.1. Right of set-off: All your money, securities, currencies, cryptocurrencies and other property which Company may at any time be holding for you (either individually, jointly with others) are subject to right of set-off by Company for your liabilities to Company.

11.2. You grant to the Company, for protecting its interest, a fixed charge on, a general lien over, and a right of set-off in respect of, all ETFs/securities held by, delivered or paid (or due to be delivered or paid) to the Company for your account. You appoint the Company as your agent to take any action necessary to perfect this security.

11.3. If you fail to comply with any of the provisions of this Addendum, the ETF/securities will

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be enforceable by Company. If you fail to comply as stated, Company may accordingly, without notice to you, cancel, close out or reverse any transaction it has entered into for you, and sell or otherwise dispose of any assets held by it for you, at whatever price and in whatever manner it, acting in good faith, sees fit (with no responsibility for any diminution in price). In addition, it may enter into any other transaction, or do (or not do) anything, which would (or is intended to) have the effect of reducing or eliminating its liability under any transaction it has entered into for you. Company will not be liable to you for its choice of ETFs/securities sold or otherwise disposed of. Company will apply the proceeds of disposal (net of costs) in or towards your liabilities to it and will pay you the balance. If the proceeds do not discharge the whole of your liabilities to Company, you will remain liable to the Company for the balance.

12. SETTLEMENT OF YOUR TRADES

12.1. To execute a purchase order for ETFs/securities, Company requires that your account contains available funds equal to or greater than the purchase price of the securities plus any associated fees and commissions and that all payments for the purchase be made without set-off, counterclaim or deduction.

12.2. To execute a sell order for securities, Company requires that your account contains available funds equal to or greater than the selling price of the securities plus any associated fees and commissions and that all payments for the selling be made without set-off, counterclaim or deduction.

12.3. To execute sell orders for ETFs, Company requires that your account contains the ETFs which are the subject of the sell order and that such securities are free and clear of any liens, charges or encumbrances and are in good deliverable form or that it contains the required collateral for the short sale (if applicable).

12.4. You agree that any purchase or sell order accepted (inadvertently or otherwise) by us without sufficient funds or ETFs/securities in your Account, will be subject to liquidation in the case of a purchase order, or buy-in in the case of a sell order, at your expense.

12.5. The Company will not be liable to you if any other counterparty to an order defaults. Applicable law may require Company, the Execution Broker, any other counterparty, a bank or a depository to deduct tax from sale proceeds before they are credited to your account or remitted to you from your account.

12.6. Company will effect any currency conversions necessary in order to settle a purchase or sale at such rates, and in such manner, as it may, in its discretion, determine.

12.7. Where available, we use central securities depositories for the settlement of the applicable ETF/securities. If an Instrument ceases to be able to be settled through the applicable central securities depository, you accept that we may have to use alternative dealing facilities to fulfill your order and/ or levy an increased charge for such order.

12.8. When placing orders on Clients' behalf, you accept that we are required to take all



necessary steps to arrange for the purchase or sale of the ETFs/securities for Clients in accordance with the usual practices of the relevant capital market without undue delay, which in some cases may mean that the orders may be executed in a slightly different volume than our order due to the rounding of the prices or fractals of the individual ETFs/securities.

12.9. We are not responsible for any delay in the settlement of a transaction resulting from circumstances beyond our control, or the failure of any other person or party to perform all necessary steps to enable completion on the settlement date.

12.10. When an instrument is bought on your behalf, the consideration for the transaction and, in addition, commission payable and all applicable charges and taxes to that transaction will be your responsibility and will be deducted from your account and held by us pending settlement. Monies deducted will not be treated as client money on the day of expected settlement. If settlement does not occur on the day of expected settlement the monies will be treated as client money. It is your responsibility to ensure at all times that sufficient cleared funds are on your account to satisfy settlement of any transaction and all commission, charges and taxes associated with that transaction.

12.11. When an Instrument is sold on your behalf, the consideration for the transaction less commission and all applicable charges and taxes to that transaction will be available on your account for reinvestment but will be unable to be withdrawn from your account until the transaction has settled. It is your responsibility to ensure at all times that sufficient cleared funds are on your account to satisfy settlement of any transaction and all commission, charges and taxes associated with that transaction.

12.12. “Settlement Date” – Date on which funds and Instruments must exchange hands between a buyer and a seller; as opposed to the transaction date (trading date) on which an order is executed.

12.13. The ETF Sum-up day is set as the day which is two calendar days prior the ETF Execution day. All new Investor’s deposits that came during or after the ETF Sum-up day will be invested to ETFs only at the ETF Execution day of the following month. Investor can cancel his/her intention to participate in the strategy by an email notification until the ETF Sum-up date T+1.

12.12. The ETF Execution day is set to be the third Friday of every calendar month. In the event of public holidays, the ETF Sum-up day and the ETF Execution day will be moved to the next working days accordingly. If Client wants to have immediate execution, he/she needs to notify the Company in written and accept the extra cost (Transaction Fee) that applies in this case.

13. THIRD PARTIES

We may, at our reasonable discretion, arrange for an order to be executed with or through a third-party which may be an unaffiliated company, or an affiliate of Company. Any authority granted by you to the Company, and/or any limitation of liability of Company, shall also extend to include in the grant and limitation its affiliates, agents and any service provider. Company and the agents, affiliates or service providers acting on behalf of Company under this Addendum are



authorized to perform the services contemplated by this Addendum. You consent to Company providing your identifying information to any requesting service provider of the Company. We will not be liable to you for any act or omission of any such third-party including but not limited in regard to information provided by such third-party, except where we have acted negligently, fraudulently or in willful default in relation to the appointment of the third-party.

14. CORPORATE ACTIONS

14.1. **“Corporate Actions”** means something that will bring about a change to the ETFs/securities you hold, such as a rights entitlement issue. This includes but not limited to stock or fund splits, reorganizations, mergers, take-over offers (and similar), name and symbol changes, dividends, option symbol changes and option deliverables, and any available insurance coverage, including the limitations on such coverage.

14.2. We will make an effort to adjust your account in respect of a Corporate Action depending on the circumstances of each event and according to our sole discretion attributable to any specific ETF/securities held by You. Such adjustment shall be calculated by us, net of any taxes which may apply with respect thereto. In doing so we will make our best efforts to effect such adjustment on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice and/or taking into account the treatment we may receive from our counterparties or any relevant third party.

14.3. Nothing contained herein shall be construed as an obligation of Company to provide you such right resulting out of a Corporate Action.

14.4. Once we receive from any third party any periodic payments accruing to your account, such as dividends on your behalf, we will credit them to your account on or shortly after the date the funds are received by or on behalf of Company, converted to the base currency used for your account. The payer may deduct tax from the payment before we receive it, in order to comply with applicable law. Applicable law may also require Company to deduct tax from the payment before it, or the balance, is credited to your Account and/or before the payment (or the remaining balance) is remitted to you from the account.

14.5. If the ETF/securities becomes subject to an adjustment as the result of a takeover or transformation action, we may determine the appropriate adjustment to be made to the ETF/securities price or contract quantity as we consider appropriate to account for said event, all according to our sole discretion. Such adjustment shall represent the economic equivalent of the rights and obligations of us and you next to the time of the action.

14.6. We reserve the rights to close out any open positions at the market price as soon as practical following such Corporate Event taking place in order to make any required adjustment (price, quantity or any other adjustment) resulting out of the Corporate Action.

14.7. We are not obliged to notify you of or arrange attendance at any annual general meetings



or extraordinary general meetings applicable to your ETFs/securities, and/or arrange the exercise of any voting rights attaching to ETFs/securities we hold on your behalf, whether exercisable at an annual general meeting or otherwise.

14.8. It is your responsibility to ensure you have sufficient monies on your account to satisfy any purchase of ETFs/securities pursuant to a Corporate Action.

14.9. Where ETFs/securities or cash are due to you as a result of a Corporate Action as we decided according to our sole discretion, these will be credited to your account as soon as possible after we receive them, net of any commission, payment and applicable tax. Where a Corporate Action results in a fractional entitlement to part of a ETF/securities, then we may aggregate those fractional entitlements and sell such fractional ETFs/securities and credit your account with a cash value which may be subject to a minimum charge. Details of this charge are set out in the Fees Page.

14.10. Where Corporate Actions affect some but not all ETFs/securities held in a pooled account, we shall allocate the ETFs/securities which are affected to relevant clients in such a fair and equitable manner as we reasonably consider is appropriate.

14.11. Any income payments or tax credits that we collect on your behalf will be credited to your account as soon as is practicable. We will not be liable for any loss of interest due to any delay outside our control in crediting any income to your account.

14.12. We will not be responsible for claiming and receiving dividends, interest payments and other income payments accruing to your ETFs/securities we hold on your behalf.

14.13. We may at our election claim or reclaim tax credits on dividends or other income on ETFs/securities.

14.14. As we will hold your ETFs/securities in one or more pooled accounts, you may receive dividends or distributions net of applicable taxes which has been paid or withheld at rates that are less beneficial than those that might apply if the ETFs/securities were held in your own name or not pooled.

14.15. We will reflect a Corporate Action on your account as soon as practicable after we have received confirmation that the Corporate Action has been completed from our custodians.

14.16. If we are notified of a class action or group litigation that is being proposed or taken concerning ETFs/securities that we are holding on your behalf, we are not required to tell you about this or otherwise act on that notification.

15. EFFECT OF TERMINATION

On termination of this Addendum and the Terms and Conditions and your account and registration with us, subject to the Terms and Conditions, following receipt of your instructions, we will as soon as reasonably practicable arrange for your ETFs/securities to be sold. All proceeds of sale will be paid into an account in your name.



We will charge fee and any other applicable charges and taxes on the sale of your ETFs/securities and the remaining balance of the sale proceeds will be held by us for you as client money.

Where ETFs/securities are sold, you may suffer a shortfall between the amount you invested and the amount you get back after sale. We are not responsible for any shortfall that arises.

16. LIABILITY

Without prejudice to any other terms of this Addendum and the Terms and Conditions, we will have no liability to you in relation to any loss, costs or expenses that you suffer as a result of any delay or change in market conditions before we execute an order or before a transaction settles;

The Client acknowledges and agrees that the Company does not guarantee or assure the Client of the value of returns on the Client's Assets in any manner whatsoever.

The client expressly accepts that the Client's Funds placed with the Company and the sale and purchase of ETFs/securities by the Company and the investments of any of the funds deposited by the Client into the Client's Account(s) with the Company are and shall be at the sole risk of the Client and that the Company shall not be liable for any loss or damage caused to the Client.

It is understood by the Client that no warranties are held out about the safety or "soundness" of an investment made on behalf of the Client and all actions taken and act done by the Company are done solely at the Clients account and risk; any actions which the Company takes or does not take as to the investments will be solely at the Clients account and risk and the Company shall not carry liability for making good any loss sustained or suffered by the Client for any action taken.

The Company shall not be liable to the Client for any act or omission of any employees, or representatives or any custodian or other person specifically authorised by the Company and any third parties. The Company shall not be responsible for any acts or omissions of any intermediaries and shall not guarantee the performance of the responsibilities of such intermediaries.

17. SITUATION NOT COVERED BY THIS AGREEMENT

In the event that a situation arises that is not covered under this Addendum and/or the Terms and Conditions, we will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

18. APPLICABLE LAWS AND REGULATIONS

Without derogating from the Terms and Conditions You acknowledge that this Addendum and all

orders and transactions executed in your account with regards to the Services provided will be subject to all applicable laws and regulations, and the constitution, rules, regulations, customs, usages, rulings and interpretations of the market where such orders and transactions are executed.

19. ASSIGNMENT

Subject to applicable regulations, upon notice to You, Company may assign this Addendum and/or any of our rights and/or obligation hereunder to another registered or authorized or unauthorized investment professional.

20. CONFIDENTIALITY

The Company is taking all measures to prevent third-party access to the personal information of its Clients. An exception can only be made if governmental agencies has a valid request.

21. TAXES

The Client is obliged to pay all the applicable taxes in the country of residence in relation to the Portfolio Management Services provided and to the profits earned.