

Lightyear Financial Ltd

Business Terms of Service

These Terms of Service apply from 31.01.2024.

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1. WHO WE ARE

- 1.1 We are Lightyear Financial Ltd, a private limited company incorporated in England and Wales (company number 12925823) with its registered address at 256-260 Old Street, London EC1V 9DD, United Kingdom.
- 1.2 Lightyear Financial Ltd (FRN: 955739) is an appointed representative of RiskSave Technologies Ltd which is authorised and regulated by the Financial Conduct Authority ("**FCA**") (reference no. 775330).

2. SUMMARY

- 2.1 This document (the "**Agreement**") forms the basis of the agreement between you and Lightyear Financial Limited ("**we**", "**us**", "**our**" or "**Lightyear**") and provides you with important information about the Services relating to the provision of certain execution only order transmission services by us to you in the Instruments offered through the Lightyear App. In this Agreement, capitalised words and expressions have the meanings ascribed to them in Schedule 2 (Definitions).

- 2.2 Please read this Agreement carefully before using the Services provided by us that are available through the Lightyear App. By accessing the Lightyear App, you agree to be bound by this Agreement. If you do not agree to this Agreement you must not use the Services available via the Lightyear App for any purpose whatsoever.
- 2.3 This Agreement relates only to the provision of execution-only order transmission services by us to you through the Lightyear App, and where we provide additional services to you, those services will be governed by our other terms as appropriate. This Agreement will apply to you from the date that you accept this Agreement in the Lightyear App. We provide this Agreement in English and will communicate to you in English going forward, unless stated otherwise. You will receive a copy of this Agreement from us in a durable medium, i.e. via email that you signed up with.
- 2.4 We have disclosed certain important information ("**Important Information**") in Lightyear App and our website. You need to read the Important Information carefully before submitting any Order or using any of the Services that are available through the Lightyear App. Among other, the Important Information includes our Lightyear Financial Limited and Lightyear Europe AS Risk Disclosure ("**Risk Disclosure**") [here](#) and Lightyear Financial Limited and Lightyear Europe AS Order Handling and Best Execution Policy ("**Order Handling Policy**") [here](#). The risks set out in the Risk Disclosure do not represent all the risks involved when using the Services that we provide to you under this Agreement, as there may be additional risks to you and your capital both currently and in the future and is not intended to be a comprehensive explanation of the key risks. By accepting this Agreement and Broker Agreement in the Lightyear App, you are deemed to represent to us that you have carefully read and understood all Important Information and you accept it. You accept that we may, in our absolute discretion, amend this Agreement and Broker Agreement, and the Important Information, including the Risk Disclosure and the Order Handling Policy, from time to time and will notify you in a manner as set out in this Agreement and Broker Agreement. If you have any questions or concerns about any of the content of this Agreement or any of our other agreements or notices or any of the Important Information, you should seek independent professional advice before using the Services.
- 2.5 In providing a Service, we may ask you to make declarations, which we consider necessary in order to provide that Service. If you do not make all such additional declarations or repeat the declarations when we ask you to repeat them, we may

not be able to provide you all our Services or we may restrict or limit your access to some of the Services either temporarily or permanently.

3. ARRANGEMENT WITH BROKER

3.1 Through the Lightyear App, you will also enter into a separate agreement with Lightyear Europe AS (the "**Broker**") who will be acting as a broker and custodian for safeguarding your Instruments and money.

3.2 The provision of any Services through the Lightyear App is conditional upon your prior acceptance of the agreement that you will enter into with Broker, being the Broker Agreement. You should also ensure that you read the Broker Agreement carefully as it is important and will govern the basis on which the Broker will provide services to you. It is brought out to you in the Schedule 1 of this Agreement.

3.3 Please note that this Agreement and the Broker Agreement are conditional on each other. Termination of one of them will result in termination of the other.

4. IMPORTANT INFORMATION ABOUT OUR SERVICES

4.1 We provide an execution only service (no advice) with respect to your Orders in Instruments which we transmit to a Broker. This means that we will not provide you with any advice of any kind. We will not in any way provide a view as to whether a particular Instrument is suitable for you. In case we make available via Lightyear App any Complex Instruments, we will determine the appropriateness of such an Instruments for you based on your investment knowledge and experience and determine whether you understand the risks associated with the Service or Instrument. This means we shall not assess the appropriateness if the provision of the Service is associated with a Non-complex Instrument (e.g. shares traded on the market, units of an undertaking for collective investment in transferable securities, money market instruments etc.). As a result of the above, your interests may be less protected. Also, if you fail to present information about your investment knowledge and experience to us or present inadequate or incorrect information to us, we need not be able to assess the appropriateness of the Service or Instrument to you. If you fail to present respective information to us or present inadequate or incorrect information to us or if, on the basis of the adequate information presented to us, the Service or Instrument is not appropriate for you, but, regardless of that, you wish to receive the Service or conduct the Transaction with the Instrument, you need not be able to understand the risks associated with the Service or Instrument and therefore your interests may be less protected. You are

responsible for the decisions you make in relation to your Orders you submit to us. If you are uncertain (in cases where we do not or cannot assess appropriateness) about whether an Instrument is appropriate for your individual circumstances or needs, or if any part of this Agreement is unclear you should seek independent professional advice. We are not able to verify whether you belong to the target market of the respective Instrument. As a result of that, your interests may be less protected. We will however disclose the target market of the Instruments to you in our website [here](#).

- 4.2 We will not execute your Orders regarding Instruments ourselves and we will not hold or transmit any of your funds ourselves, but rather will transmit your Orders regarding Instruments and orders regarding your funds to the Broker upon receiving your Order (however we reserve the right for manual review in regards to orders about funds in which case there might be delays in order submission), although please refer to clause 37.5 for the circumstances which may delay us sending an Order to the Broker. The Broker will then be responsible for execution (or onward transmission for execution) and please note that this timing will also depend on when the funds relating to your Order are available to the Broker so that the Broker can then arrange the Transaction. The Broker will also be responsible for placing your funds into an account opened with a credit institution and making the payments that you have requested. You authorise us to act as your agent and to give instructions to the Broker on your behalf (as provided for in this Agreement) and to provide information concerning you to the Broker and the Broker shall be entitled to rely on any such instructions or information without further enquiry. You will enter into the Broker Agreement, which is a standalone agreement that will govern your relationship with the Broker regarding Orders about Instruments and your funds. Lightyear is not a party to any such agreement and has no control over its contents.
- 4.3 We cannot control the execution of your Orders once we transmit them to the Broker and there is no guarantee that either we or the Broker will accept your Order. In particular, your Order may not be accepted if it gives rise to too much risk for the Third Party Broker or if trading is no longer available or is suspended in the Instrument your Order relates to.
- 4.4 We do not hold your Instruments after you acquire them nor do we hold your funds. The Broker will hold your Instruments and deposit your funds to an account in a credit institution to be held in accordance with the Broker Agreement. The Broker will be responsible for safeguarding your Instruments and money. The Broker is an

investment firm licensed in the European Union and subject to European Union as well as its local legislation. Please note that the Broker Agreement is governed by the Laws of Estonia.

- 4.5 You can only cancel an Order with us before we communicate your Order to the Broker, after which time any cancellation would be subject to the Broker Agreement. This means it is important to ensure that you enter the details of your Order correctly and that you are willing and able to enter into a binding commitment to buy or sell an Instrument when you submit your Order.
- 4.6 You should read the remainder of this Agreement before opening an Account with us, as well as the Broker Agreement before submitting any Orders. If you would like to discuss any element of this or any part of the Services offered via the Lightyear App, please email us at support@lightyear.com.
- 4.7 We will provide you with two kinds of reports on the performance of our Services:
 - 4.8.1. the trade confirmation with the essential information concerning the execution of your Order which you can at any time access from the Lightyear App after a Transaction has taken place; and
 - 4.8.2. an account statement giving an overview of your Instruments and funds, which you can at any time access from the Lightyear App and generate per each calendar month of any chosen longer period.

5. ACCOUNT OPENING

- 5.1 You can access the Lightyear App without signing up which will allow you to view the Instruments available on the Lightyear App and compose a “watchlist” of such Instruments.
- 5.2 You can open an Account if you are a limited liability company that has a single direct Beneficial Owner and a single Director, who both are the same person that has opened the Personal Account. We may later extend the scope of the Agreement to allow other company types and structures to also open an Account. To have access to the Services, your Director or representative first needs to create a Personal Account with us as a natural person, after which your Director or representative can also create an Account for the company by submitting required information and documentation that we request during the account opening process.

- 5.3 You acknowledge and agree that you will provide us with all information which we may reasonably request of you from time to time for the purposes of verifying the necessary information you have provided to us as part of the process of opening an Account via the Lightyear App. You also acknowledge that the Broker may also request additional information from you for the purposes of conducting its own identity and verification checks in accordance with Applicable Law.
- 5.4 We have legal obligations to verify your identity, as well as your Beneficial Owner's and Director's identity, and certain information in order to comply with the Applicable Law, including United Kingdom's anti-money laundering laws and regulations. As part of the onboarding process, we may request certain information from you so that we can perform anti-money laundering checks, screen our users against "Politically Exposed Person" and international sanctions' lists as well as comply with Applicable Law and therefore also collect and process your information for these purposes.
- 5.5 You authorise Lightyear to, directly or through third parties, to make any inquiries that we consider necessary to verify your identity (and that of your Beneficial Owner's and Director's) and/or protect against fraud, including to query identity information contained in public domains or reports, to query account information associated with the bank, e-money or payment institution account that you link to the Account or qualifying debit cards (e.g., name or account balance), and to take any action we reasonably deem necessary based on the results of such inquiries or reports. You further authorise any and all third parties to whom such inquiries or requests may be directed to fully respond to such inquiries or requests. If, in our absolute discretion, we suspect or have reason to suspect money laundering or any other illegal activities, we may cease to provide the Services to you without any explanation or notice, and inform law enforcement or other relevant authorities of our suspicions and the reasons for them. This is in order for us to comply with our legal obligations.
- 5.6 Once the information you have provided has been verified and you have completed our onboarding process, you will receive an Account with Lightyear that will be available via the Lightyear App.
- 5.7 You agree that we may exercise our rights under this clause 5 both during the onboarding process and at any other time and as often as we consider necessary.
- 5.8 You agree that any information you submit to us about yourself, both during the onboarding process and at any other time under this Agreement, is true, accurate,

current and complete. You agree to update us with any changes to your registration and profile information to keep it current and accurate. You agree you will only use and maintain one single Account to access or otherwise utilise the Services, and your creation and/or use of any subsequent accounts may result in our disabling any and all of your accounts and withdrawing your access to the Services.

6. USING THE LIGHTYEAR APP

6.1 Lightyear does not allow you to share your Account with other person(s), and the Account must only be in your name.

6.2 You are solely responsible for ensuring the safe keeping of any passwords or security credentials connected to your Account and the Lightyear App and we are not responsible for anything that happens on your Account as a result of a person accessing your Account because you didn't keep your password and security credentials safe. You must not disclose your passwords or security credentials to any third party. You accept full responsibility for any actions taken by anyone in relation to the Services (as well as the services provided by the Broker) using your Account details. Unless you have informed us otherwise, we are entitled to treat every action taken via your Account, including any Order or instruction to the Broker, as an action authorised and undertaken by you.

6.3 If you know or suspect that anyone other than you knows your password or security credentials connected to your use of your Account and the Lightyear App, you must contact us immediately through support@lightyear.com. You agree that we may share such notification with the Broker.

6.4 Lightyear may also make available to you a web app that allows you to access your Account via browser. However, features and functionalities in this Agreement might fully be available only on the mobile app and web app might offer only a limited range of the functionalities described in this Agreement. By accessing your Account via web, you acknowledge and agree that the web app may not have full feature parity with the mobile app.

7. LIGHTYEAR APP AVAILABILITY

7.1 We aim to make the Lightyear App available to you on a continuous basis, however we cannot guarantee that the Lightyear App will be available at all times and there may be instances where you cannot submit Orders and monitor your Positions.

- 7.2 We will not be liable to you for any loss or damage which arises from the Lightyear App being unavailable for whatever reason. Where the Lightyear App is unavailable as a result of scheduled or urgent maintenance work, we will try, where practical, to give you advance notice of that unavailability so that you can plan around it.
- 7.3 It is your responsibility to ensure that you are able to access the Lightyear App from an appropriate device. You should be aware that connectivity to the Lightyear App may vary depending on your internet or network connection, and if you have a poor or weak connection, you may not be able to submit Orders and monitor your Positions with the same speed as you would otherwise be able to with a stronger connection.
- 7.4 You agree that you will not by act or omission deliberately, recklessly or negligently engage in market abuse, or require or encourage another person to do so. We reserve the right to take any action we deem appropriate if we have suspicions about your Account being used to engage in market abuse. This action will include but is not limited to, refusing to act on your instruction and actions described in sections 32 and 37. We are not obliged to give you any reason for our actions in this regard nor are we liable for any loss you may incur as a result of refusing to act in such circumstances.

8. ACCEPTABLE USE & RESTRICTIONS

- 8.1 Your use of the Lightyear App must at all times comply with this Agreement and Applicable Law.
- 8.2 You are not permitted to use any algorithms or electronic trading programs or systems in connection with your submission of Orders via the Lightyear App.
- 8.3 You can trade as often as you like through the Lightyear App subject to any restrictions imposed by the Broker under the Broker Agreement.

9. THE SERVICES WE OFFER TO YOU

This section of the Agreement provides information about the Services we provide to you, the Orders you can make through the Lightyear App and how we will treat you for regulatory purposes.

9.1 Services

- 9.1.1 Upon you completing the onboarding checks as specified in this Agreement, we will:

- (a) arrange for you to enter into the Broker Agreement, under which the Broker will be providing you with reception and transmission of Orders in relation to one or more Instruments, execution of Orders in relation to one or more Instruments, foreign exchange services connected to the provision of aforementioned services and safekeeping and administration of your Instruments services;
- (b) provide functionality via the Lightyear App to allow you to notify the Broker when you wish to take certain actions relating to your Instruments and funds in the Broker Account;
- (c) provide functionality via the Lightyear App to allow you to submit an Order to the Broker;
- (d) display information about your holdings of funds and Instruments held with the Broker via the Lightyear App.

9.1.2 You accept and acknowledge that where we provide you with the ability to pass instructions to the Broker, we are not responsible for the completion of those matters or anything that takes place under the Broker Agreement.

9.2 **Customer Classification**

We are required to categorise you as a certain type of client. We will treat you as a Retail Client unless you have requested to instead be classified as a Professional Client and we have agreed to this request in writing. It is up to you to request at any time a different client categorisation to the one we have given you, but we may, in our sole discretion, reject any such request. If you are a Professional Client and request to be treated as a Retail Client, we will treat you as such regarding all Services, Transactions or Instruments. If you are unsure as to whether you are classified as a Retail Client for the purposes for the FCA Rules, you should seek professional advice from a financial advisor or other specialised advisor prior to making any investment decisions.

10. **No ADVICE**

- 10.1 The Services that we will provide to you under this Agreement are non-advised, meaning that we will not provide you with any advice as to the merits of a particular Instrument or whether any particular Instrument is suitable for you.
- 10.2 How your Orders are executed is described in our Order Handling Policy, and Lightyear will only transmit the orders to Broker for execution (or onward

transmission for execution). We will not provide you with any investment, legal, tax or other form of advice; nor can you request any such advice from us, and any decision to acquire or sell an Instrument is solely yours and we are not responsible for such decisions.

11. ORDERS

11.1 An order is an instruction from you to either buy or sell a particular Instrument which is made via the Lightyear App (an “**Order**”).

11.2 We allow you to make Market Orders (including Repeat Orders), Limit Orders and Stop Orders (once available) via the Lightyear App subject to the Broker Agreement. We have sole discretion over the types of Orders that we allow you to make via the Lightyear App. While other types of orders may be permitted under the Broker Agreement, those orders may not be placed through the Lightyear App. Order types of some Instruments may be limited, depending on the characteristics of the Instrument.

11.3 We do not enable going short on a particular Instrument. “Going short” on an Instrument involves selling an Instrument that you do not own in anticipation that the price of that Instrument will fall, allowing the sale of an Instrument at a higher price and giving the opportunity to buy that Instrument back in the market at a lower price at a later stage, with the profit being the difference between the higher and lower price. In order to sell an Instrument, you must have previously acquired that Instrument by submitting an Order to buy that Instrument via the Lightyear App which was subsequently executed.

12. SUBMITTING ORDERS & CANCELLING ORDERS

12.1 Orders may only be submitted via the Lightyear App. To submit an Order, you will need to have sufficient funds in your Broker Account to enable a Transaction to take place and to pay any fees, charges, taxes or duties which may be incurred in the course of the relevant Transaction.

12.2 You must act on your own behalf and for your own account in relation to all Orders submitted by you, meaning you are the person that will buy or sell the Instrument. You cannot submit Orders on behalf of others.

12.3 It's important to note that by submitting an Order, you are entering into a binding commitment to buy or sell an Instrument. You can only cancel an Order with us before we communicate your Order to the Broker, after which time any cancellation

would be subject to the Broker Agreement. You may submit a request to cancel an order via the Lightyear App to the Broker. Due to the speed of order execution, a cancellation request might not arrive in time to cancel previously submitted Orders. You can submit cancellation orders from the pending Transactions list in the Lightyear App. Because of this, you should always make sure that before you have submitted any Order you:

- 12.3.1 have inputted the right values;
- 12.3.2 are certain that you wish to go ahead with that Order;
- 12.3.3 understand how this Agreement and Broker Agreement apply to that Order;
- 12.3.4 are willing and able to bear the risk of any potential loss associated with that Instrument in the event the price goes down;
- 12.3.5 you understand the risks of investing in that Instrument.

12.4 From time to time other restrictions may apply to submitting Orders dependent upon regulatory requirements and market conditions. These may include, but are not limited to situations such as:

- 12.4.1 trading restrictions imposed by regulators on certain Instruments;
- 12.4.2 trading restrictions imposed by regulators on us;
- 12.4.3 trading restrictions imposed by the Broker on us; or
- 12.4.4 trading restrictions imposed by RiskSave Technologies Ltd on us.

12.5 You can choose a Limit Order to remain live for 1 day or with validity of good 'til cancelled, in which case it will remain live until it is cancelled by you or until it executes, whichever is the sooner.

12.6 You can choose to automate your submission of Market Orders via Repeat Orders. Repeat Orders can only be placed as Market Orders to buy an Instrument of your choosing. Repeat Order is subject to following conditions:

- 12.6.1 You must choose the time period over which the Repeat Order is placed (available time periods are provided in the Lightyear App). In case of weekly and monthly (if available) Repeat Orders, you must choose a day/date upon which the Repeat Order is placed and carried out;
- 12.6.2 If you have chosen a day/date on which the market is closed, the Repeat Order shall be placed on the next day on which the market is open;

- 12.6.3 If you do not have enough funds in your Account to place the Repeat Order, it will be skipped and not placed. This does not cancel the next scheduled Repeat Order;
 - 12.6.4 All Repeat Orders shall be created and placed 30 minutes after the market (for Instruments that trade OTC, the placement of Repeat Orders will be subject to regular Order execution conditions of that Instrument), in which the Instrument is traded, opens;
 - 12.6.5 You cannot place identical Repeat Orders regarding the same Instrument (for example to buy the same Instrument over the same time period on the same day or date).
- 12.7 We reserve a right to make changes to the functionality and features of Repeat Orders, including a right to cancel certain Repeat Orders that we no longer support, limit days/dates when it's possible to set up Repeat Orders, etc.

13. INSTRUMENTS AVAILABLE

Your Orders may relate only to the Instruments that are available via the Lightyear App from time to time. We have complete sole discretion as to the Instruments that we make available to you via the Lightyear App and we may add or remove any Instrument at any time.

14. ACCEPTANCE OF ORDERS

- 14.1 Lightyear has the final say on whether or not an Order submitted by you is communicated to the Broker. If Lightyear rejects an Order, we will not have to explain to you why that Order has been rejected, but we will notify you if any of your Orders are rejected.
- 14.2 The Broker also maintains various risk limits and tolerances that govern whether or not it will accept an Order under the Broker Agreement, and we have no control over such procedures.
- 14.3 There may also be circumstances in which we are required by a third-party, such as by the underlying market on which an Instrument is listed or by a regulatory authority, to cancel your Order.

15. EXECUTION OF ORDERS

- 15.1 If we accept your Order, we will transmit it to the Broker for execution (or onward transmission for execution) which will usually take place the same day that we

receive your Order, provided you have sufficient funds in your Broker Account to make the Order and if the transfer is authorised by the Broker. It is important for you to note that we are not responsible for the execution of the Orders that you submit via the Lightyear App but we have a duty to act in your best interest when we transmit your Order to the Broker for execution or onward transmission.

- 15.2 We are responsible for ensuring that the Broker, or any other entity which we have selected for the execution of Orders or onward transmission for the execution of Orders, delivers the best possible result to our clients on a consistent basis. Please refer to our and our Broker Order Handling Policy for more information for how we have selected the Broker and why we consider that they enable us to act in your best interest when transmitting Orders to them, as well as how the Broker will provide best execution.
- 15.3 Once we have transmitted your Orders to the Broker, we cannot control when and how the Broker will execute your Orders which is instead governed by the Broker Agreement. By opening an Account, you are deemed to consent to our Order Handling Policy. Please note that an Order placed outside of Market Hours will be executed by the Broker (or transmitted for execution) once Market Hours commence.
- 15.4 The Broker will be subject to certain rules and regulations relating to how it executes your Orders. You can find further information on how the Broker will execute your Orders (or transmit your Orders for execution) in the Broker Agreement and the Order Handling Policy which we will send to you by email to the email that you signed up for an Account. You should be aware that the Broker or third party brokers they use may execute your Orders outside of a regulated market, multilateral trading facility or organised trading facility, and by accepting this Agreement and the Broker Agreement you expressly consent to the execution of your Orders in such circumstances. This happens for example when executing an Order to buy or sell a fraction of an Instrument.
- 15.5 When placing an Order, we will provide you with the indicative prices of the relevant Instruments that you can buy or sell via the Lightyear App. These prices are provided by third parties and we have no control over them. Due to the inherent nature of a moving market, indicative prices can change, sometimes rapidly and significantly prior to an Order being executed, and it may not be possible to execute at the price shown on the Lightyear App at the time that you place your Order. This means that the price at which you submitted your Order may not be

the price at which your Order is in fact transmitted to the Broker and then executed by the Broker. In some circumstances, your Order may be executed at a "better" price and in other circumstances it may be executed at a "worse" price than the price quoted to you via the Lightyear App. If your Order is executed at a "worse" price than the price of the Instrument at the time you submitted the Order, we have no liability to you to provide you with the difference in those prices.

16. PAYING FOR ORDERS

16.1 When you wish to submit an Order to buy an Instrument:

16.1.1 any money which is at least equal to the estimated value of the Order (including the relevant fees and charges) that is held in your Broker Account will be blocked at the time that you place your Order and then used to fund the Order (including the relevant fees and charges); or

16.1.2 if you are not holding sufficient funds in your account with the Broker, you will be required to deposit money which is at least equal to the estimated value of the Order (including the relevant fees and charges). In case of Repeat Market Orders, the Order shall be placed only if there are sufficient funds available in your Broker Account.

17. SALE PROCEEDS

17.1 In the event that you sell a particular Instrument and there are proceeds due to you from that sale, any sale proceeds will be placed to your account with the Broker under the terms of the Broker Agreement. You can then reinvest these funds or request that they are paid into an account on your name.

17.2 In most underlying markets, settlement of the Instruments available via the Lightyear App typically occurs within two trading days. This is when the relevant funds should have been received into Broker Account and can be withdrawn or reinvested.

18. SERVICE FEES

18.1.1 Our charges and fees for the Services are set out below and will apply to any of the Services unless otherwise agreed in writing.

Execution fees	
Exchange traded funds (ETFs)	£0
US-traded securities (denominated in USD)	0.1%, minimum \$0.1, maximum \$1

EU-traded stocks denominated in EUR	€1
EU and UK-traded stocks denominated in GBP	£1
EU-traded stocks denominated in USD	\$1
EU-traded stocks in any other currency	€1
EU exchange traded commodities (ETCs)	€1
Service fees	
Money market fund fee	0.30% per year for up to 1 million ("M") invested into a MMF Instrument in the currency of the MMF Instrument, paid monthly 0.20% per year for 1-20M invested into a MMF Instrument in the currency of the MMF Instrument, paid monthly 0.09% per year for over 20M investment into a MMF Instrument in the currency of the MMF Instrument, paid monthly
Account fees	
Opening a multi-currency account	£0
USD, EUR, GBP or other account numbers	£0
Securities Custody	£0
W8-BEN (US tax form) filing	£0
LEI registration	Pursuant to prices established in the LEI registration terms
Transfer fees	
Bank transfer in	£0
Bank transfer out	£0
Foreign Exchange (FX)	
FX conversion	0.35% of the currency exchanged, minimum £/€/ \$0.01

18.1.2 The currency in which any Order will be executed is determined by the currency in which the Instrument is traded on the relevant market or OTC. In order to execute the Order you need to convert the currency in the Broker Account to the relevant currency. You can see the current exchange rate in the Lightyear App. Once the Broker has converted a currency, your transaction history in the Lightyear App will show the exchange rate that the Broker used to carry out this currency conversion. The Broker uses the rate spot exchange available to it at the time it carries out the currency conversion.

18.1.3 Please note that you will only be charged for Orders which are executed. You acknowledge and agree that you are wholly liable for, and will pay our fees and charges, for the relevant Services. Any fees charged in connection with your

Transactions will be debited from your Broker Account and paid to us once your Orders have been executed or transmitted for execution by the Broker. You agree and acknowledge that you authorise the Broker to make these payments to us on your behalf on each occasion. Any taxes charged in connection with your Transactions will be debited from Broker Account and paid to the Broker once your Orders have been executed by the Broker. Please refer to clause 17 of the Broker Agreement for more details. Interest payments received on cash balances of Broker Account will be retained by us unless we advise you otherwise via our App. You consent to us retaining interest that we may receive.

- 18.1.4 We do not charge you for holding cash or for cash transactions (except as provided in this section 18). However, Broker may receive interest on cash balances held in client bank accounts or money market funds. The Broker shall, unless you elect otherwise within our App, pay that interest to you at rates and terms determined by the Broker and as described in the Broker Agreement. The Broker shall retain a portion from that interest before paying it forward, to compensate the associated operational costs. Current rates can be found on the website here <https://lightyear.com/gb/pricing>. You understand and acknowledge that if the Broker partners or money market funds reduce the interest yield they pay out, Broker reduces it correspondingly and if the interest yield falls below the portion the Broker retains, the Broker shall stop paying the interest forward to you. The details on the interest accrual are provided in section 17 of the Broker Agreement ("Service Fees and Taxes").
- 18.1.5 You acknowledge and agree that you are wholly responsible for any taxes or duties, local or international, which are incurred as a result of your Transactions and your use of the Services, including any interest payments made to you by the Broker and that such taxes or duties may not be imposed at the time of purchasing the Instrument, but at a later date, and you agree that you will remain responsible for such taxes and duties as and when they are incurred or fall due.
- 18.1.6 You will be wholly responsible for any fees incurred in the transfer, deposit or withdrawal of any funds to and from your Broker Account and your bank, e-money or payment institution account.
- 18.1.7 In the event of non-payment or late payment of fees, you agree that we may use, sell, retain or set-off assets held by the Broker Account.

- 18.1.8 If the execution fee is calculated on percentage basis, the applicable fee shall be rounded to the nearest cent. For example, if the fee is USD 0,239, the fee shall be rounded to USD 0,24.
- 18.1.9 We may in certain cases decrease or waive the fees we charge. Such actions cannot be construed as permanent changes in the pricing of our Services, unless we specifically communicate so, and thus provides no legitimate expectation to also pay decreased fees or no fees in the future.
- 18.1.10 The money market fund fee shall be charged from proceeds paid out by the money market fund.

19. CONFLICTS OF INTEREST

- 19.1 We are required to take all reasonable steps to prevent or manage conflicts of interest between us and you and between our different clients. We operate in accordance with a conflicts of interest policy we have put in place for this purpose in which we have identified those situations in which there may be a conflict of interest, and in each case, the steps we have taken to prevent or manage that conflict. A summary of Lightyear Financial Limited Conflicts of Interest Policy is available on our website at [link](#). Where such arrangements would be insufficient to eliminate the risk of damage to your interests then, as a last resort, we will disclose to you the general nature and/or source of those conflicts of interest and the steps we have taken to mitigate such risks.
- 19.2 We are under no obligation to:
 - 19.2.1 disclose to you or take into consideration any fact, matter or finding which might involve a breach of confidence to any other person, or which comes to the notice of any of our directors, officers, employees or agents, where the individual(s) dealing with you have no actual notice of such fact, matter or finding; or
 - 19.2.2 account to you for any profit, commission or remuneration made or received by us from or by reasons of any Transactions or circumstances in which we have a material interest or where in particular circumstances a conflict of interest may exist.

20. CORPORATE ACTIONS

Corporate actions are handled by the Broker. You will be notified through the Lightyear App about any corporate actions that are being handled by the Broker in accordance with the Broker Agreement.

21. YOUR INFORMATION

21.1 Lightyear takes its data security seriously. We will only use personal information of persons associated with you (including Director(s), Beneficial Owner(s), etc.) as detailed in our Privacy Policy which is available [here](#). You should review our Privacy Policy to ensure you understand and agree to our collection, use and disclosure of your personal information.

21.2 For certain Instruments that may be made available from time to time via the Lightyear App, we (or the Broker) may be required to obtain certain information on your knowledge and experience of such Instruments to determine whether or not such Instruments are appropriate for you. Where we (or the Broker) are subject to such obligations, we will inform you and request such information from you as we deem necessary in order to perform an appropriateness assessment. You acknowledge and agree that you will provide all such information as may be reasonably requested by us or the Broker for the purposes of us, or the Broker, conducting such assessment. If you do not provide such information, we and the Broker are under no obligation to execute any Orders in such Instruments and we or the Broker may refuse to do so.

21.3 In order to satisfy our own obligations in relation to the Orders you may submit and the Positions you may maintain with the Broker, you agree to provide us with all such information as we may reasonably request.

21.4 You acknowledge and agree that we are entitled to disclose information about your Orders and Positions as may be required under Applicable Law.

22. HOW TO CONTACT US

22.1 How to Contact Us and How We Will Contact You

22.1.1 If you need to speak to us or if we need to speak to you, in relation to any matters arising out of or in connection with this Agreement, you specifically consent that we will contact you via email or via Lightyear App. For the avoidance of doubt, such consent includes your consent to receive Transaction confirmations and any other reports, documents, statements

or similar that we may provide to you in connection with this Agreement. This is without prejudice to any rights you may have to request hard copies of such documents.

- 22.1.2 We may use the email address your Director provides to us when creating the Personal Account to contact you.
- 22.1.3 The Broker shall only accept instructions concerning your Broker Account from us and not directly from you. The Broker shall be entitled to rely upon and act in accordance with any instruction which the Broker believes in good faith to have been given by us or our agents on your behalf.
- 22.1.4 The Broker will not be required to verify or clarify any instruction received from us on your behalf acting as your agent unless they believe they need to. The Broker will not be responsible for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside of the Broker's reasonable control.
- 22.1.5 The Broker may, in their absolute discretion, refuse to accept any Order or other instruction relating to your Account. The Broker will advise us of its decision and may advise us of the reason for its decision unless prevented from doing so by a court order or Applicable Law.
- 22.1.6 You should direct all enquiries regarding your Account to us and not to the Broker.

23. IF YOU HAVE A COMPLAINT

- 23.1.1 If you feel dissatisfied with any aspect of our Service, then in the first instance please contact us by emailing complaints@lightyear.com. We will immediately carry out an independent investigation of your complaint and will provide a written response. More details on the process can be found from Lightyear Financial Limited Complaints Policy which can be found [here](#).
- 23.1.2 If we cannot resolve your complaint easily, we will refer your complaint to our principal firm, RiskSave Technologies Ltd., to complete and communicate the outcome of the investigation to you. If we are unable to resolve your complaint to your satisfaction and you are an eligible complainant as defined by the Financial Conduct Authority (including but not limited to a natural person acting for purposes outside your normal trade, business or profession (i.e. an individual) or a small business), you can refer your complaint to the Financial Ombudsman Service

within six months of the date we sent (or should have sent) our final response to you.

23.1.3 Contact details for the Financial Ombudsman Service are set out below.

(a) Their address is: Exchange Tower London E14 9SR.

(b) Phone from UK: 0800 023 4567

(c) Phone from outside UK: +44 20 7964 0500

You can find more information on their website at <https://www.financial-ombudsman.org.uk/>. You can also use their service through the Online Dispute Resolution platform.

24. COMPENSATION

24.1 You may be entitled to compensation from certain investor protection schemes in connection with the Broker Services provided to you under the Broker Agreement. Please see section 23 of Broker Agreement and <https://www.lightyear.com/gb/help/deposits-conversions-and-withdrawals/how-are-my-assets-protected> for further details.

24.2 Please note, you will not be entitled to compensation purely based on the financial performance of your Instruments. This means that losing capital as a result of your investment activities will not automatically qualify you to receive compensation.

25. YOUR MONEY & INSTRUMENTS

25.1 Your Money

25.1.1 All funds you deposit are deposited into your Broker Account under the Broker Agreement, until such time as you request to transfer those funds. Please see clause 16 which outlines the payment process when you place an Order. You can transfer funds to us only from an account that has been opened in your own name .

25.1.2 Any payments made or received by you in connection with the submission of Orders and your Positions will be credited to and debited from your Broker Account under the terms of the Broker Agreement.

25.2 Your Instruments

After your Orders have been accepted and executed, your Instruments will be held by the Broker in accordance with the Broker Agreement. It is important to note that

we will not be responsible for safeguarding your Instruments and we cannot do so as a matter of law. Whilst we have exercised all due care, skill and diligence in appointing the Broker, we are not liable to you for any loss or damage caused by the actions of the Broker, save where such loss or damage arises as a result of our fraud, wilful default or negligence. Further detail on how the Broker will arrange for your Instruments to be held can be found from the Broker Agreement.

25.3 Transferring Instruments

Lightyear does not accept any request to transfer of Instruments that you have purchased through the Lightyear App to be held outside of the Lightyear App.

26. IN THE EVENT OF LIQUIDATION OR INSOLVENCY

26.1 If we receive a notification that you are subject to liquidation, insolvency or equivalent proceedings, we will suspend your Account as soon as we can and inform the Broker. The value of your Positions, and any funds remaining in your Broker Account, may form part of your estate and, subject to us receiving appropriate confirmation from appropriate representative responsible for the management of your assets, we may act on the instructions given to us by such representatives. Any actions we take based on such instructions will be subject to our stated fees and charges.

26.2 You should be aware that we are not liable to you for any loss or damage incurred by you in relation to your Positions whilst we await instructions from any of your representatives. This Agreement shall continue in full force and effect after your death, until such time as your Account is closed and the Agreement is terminated.

27. RECORDING CONVERSATIONS AND ELECTRONIC COMMUNICATIONS

27.1 We may record telephone conversations we have with you or your associated parties (including Directors, Beneficial Owner(s), etc.) and store electronic communications between you and us, in accordance with our obligations under the FCA Rules, and you hereby specifically consent to this. You also specifically consent to such records being used in any arbitral or legal proceedings between us.

27.2 Where we have recorded a conversation we have had with you or stored an electronic communication between you and us in accordance with our obligations under the FCA Rules, we will make a copy of such recordings and/or

communications available to you on request for a period of five (5) years or, if required by the FCA, for up to seven (7) years.

28. NOTICES

28.1 Any notice or other communication given to either party in connection with this Agreement shall be in English and, unless otherwise stated in this Agreement, shall be sent:

28.1.1 by email to the email address notified to the other party in accordance with this Agreement. Our email address for the service of notices is: support@lightyear.com; or

28.1.2 via the Lightyear App.

28.2 Any notice or other communication will be deemed to have been received if sent by email or via the Lightyear App, at 9.00 am on the next business day after it is sent.

29. AMENDMENTS TO THIS AGREEMENT OR THE SERVICES

29.1 We may amend this Agreement at any time by providing you with 14 days' written notice unless the amendments are required by Applicable Law.

29.2 A notice shall be provided to you by e-mail to the email address that you have provided to us. You will be deemed to accept and agree to any and all amendments to this Agreement that have been notified to you. If you object to any of our amendments to this Agreement, you have the right to terminate the Agreement with immediate effect. If you have not notified us of the wish to terminate, then the amended Agreement will take effect from the date indicated in the notice referred to in section 28.1. Any amended version of this Agreement will supersede any previous version of the Agreement entered into between Lightyear and you

29.3 We may amend this Agreement immediately, without providing the prior notice as stipulated in section 29.1 if the changes to this Agreement (a) are more favourable to you; (b) are required by law; (c) are made to introduce a new service or extra functionality to the existing Services; or (d) will neither reduce your rights nor increase your responsibilities. In such cases, the amendments will come into effect immediately upon you being notified by e-mail or Agreement being made public via Lightyear's website, App or other mediums.

29.4 Lightyear may discontinue or modify the Services or content of the Lightyear App, or any portion thereof, at any time. You release and agree to indemnify and hold harmless Lightyear for any loss or damages arising from or relating to such discontinuation or modification. It is important that you keep your personal contact information up to date, so please let us know if any of your details change.

30. TRANSFER RIGHTS

30.1 Lightyear and you are the only parties to this Agreement. You cannot transfer any rights or obligations under this Agreement to any other person without our written consent.

30.2 We may at any time assign or transfer any or all of our rights under this Agreement upon providing you with prior written notice, provided that we meet our regulatory and legal obligations prior to doing so.

31. THIRD PARTY RIGHTS

Any party who is not a party to this Agreement cannot enforce the rights or enjoy the benefits of any of its provisions, in accordance with the Contracts (Rights of Third Parties) Act 1999.

32. IN THE EVENT OF A BREACH OF THESE TERMS

32.1 If you believe or have reason to believe that you have or may breach this Agreement, you must notify us immediately at support@lightyear.com.

32.2 Where you have breached this Agreement you may be liable for any damage, loss or expenses that we suffer as a result of, or which a reasonable person would consider as resulting from, your breach of this Agreement. If we become aware that you have breached this Agreement, either because you have told us that you have or we otherwise become aware of such breach, we may take all or any of the following actions:

32.2.1 immediate, temporary or permanent withdrawal of your right to use the Services (i.e. account suspension) or any part thereof;

32.2.2 terminate this Agreement, which will result in action being taken to close out Positions;

32.2.3 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

- 32.2.4 further legal action against you; and
- 32.2.5 disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

32.3 We exclude our liability for all actions we may take in response to breaches of this Agreement, except in cases the exclusion of liability is not possible under the Applicable Law. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate. Among others, we may apply any other legal remedies available to us under Applicable Law.

33. ACCOUNT SUSPENSION

33.1 We may close or suspend your Account (that is immediate, temporary or permanent withdrawal of your right to use the Services or any part thereof) or access to the Lightyear App immediately, and end your access to the Lightyear App, in exceptional circumstances. Exceptional circumstances include the following:

- 33.1.1 we identify that any of the information you have provided is false, misleading, materially changed and/or incomplete (for example, if we discover that your business activity actually differs from the one you disclosed to us during onboarding);
- 33.1.2 your Beneficial Owner(s) or Director(s) have changed without you properly notifying us or we identify that the Account is used to someone else's ultimate benefit than the Beneficial Owner;
- 33.1.3 if we are notified that you know or suspect that anyone other than you knows your user identification code, password or other account details;
- 33.1.4 if we have good reason to suspect that you are behaving fraudulently;
- 33.1.5 if you haven't given us (or someone acting on our behalf) any information we need, or we have good reason to believe that information you have provided is incorrect or not true;
- 33.1.6 if you've breached this Agreement or the Broker Agreement, or in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to;
- 33.1.7 if we have good reason to believe that your use of the Lightyear App is harmful to us or our software, systems or hardware;

- 33.1.8 if we have good reason to believe that continuing to use your Account could damage our reputation or goodwill;
 - 33.1.9 we believe that your Account is being used for fraudulent and/or illegal purposes; and/or
 - 33.1.10 if we have asked you to repay money you owe us and you have not done so within a reasonable period of time;
 - 33.1.11 if you've been declared bankrupt or insolvent, are being wound up or liquidated or equivalent event has or is taking place;
 - 33.1.12 the Broker has disabled your account with them in accordance with the Broker Agreement, respectively; or
 - 33.1.13 if we have to do so under Applicable Law, court order or ombudsman's instructions;
 - 33.1.14 If we identify that you conduct business activity in a High-risk Industry.
- 33.2 We may also decide to close or suspend your Account for other reasons at our absolute discretion. Where possible we would contact you via email at least 30 business days before we do this although in certain circumstances we may be required to take such actions without providing you with prior written notice.
- 33.3 If we permanently close the Account, the Agreement between us shall also be immediately terminated from the moment we notify you.

34. INTELLECTUAL PROPERTY

- 34.1 We own the Services, the documentation, specifications, written instructions or explanatory material related to the installation, operation, use or maintenance of the Services and the Lightyear App and any subsequent versions thereof, available through the Lightyear App ("**Licensed Work**"), and all improvements, modifications and derivative works thereof and all intellectual property rights therein or relating thereto are and shall remain the exclusive property of Lightyear or its licensors as the case may be. Except as set forth in this Agreement, Lightyear does not grant any rights to the Services or Licensed Work to you. You further acknowledge that we retain all right, title and interest in the Licensed Work including all rights to patent, copyright, trade secret.

- 34.2 For the avoidance of doubt, all intellectual property rights which are created pursuant to the provision of the Services by us (other than those which subsist in your personal data) shall vest on creation in us and shall remain our sole property.
- 34.3 You acknowledge and agree that the Licensed Work constitutes and contains valuable proprietary products and trade secrets of Lightyear, embodying confidential information, ideas and expressions.
- 34.4 You agree not to challenge, directly or indirectly, any right or interest of Lightyear in the Services or Licensed Work nor the validity or enforceability of our rights under Applicable Law. You agree not to directly or indirectly register, apply for registration or attempt to acquire any legal protection for, or any proprietary rights in, the Services or Licensed Work or to take any other action which may adversely affect our rights or interest in the Services or Licensed Work in any jurisdiction.

35. CONFIDENTIALITY/NON-DISCLOSURE

We may disclose information to third parties about you or your Director or Beneficial Owner or any of your Orders or Transactions you are making using the Services:

- (a) as permitted by Applicable Law;
- (b) where it is necessary or helpful for completing or correcting Transactions or resolving any claims regarding Transactions;
- (c) in order to comply with a valid request by a regulatory body, government agency, a court order, or other legal or administrative reporting requirements;
- (d) to our employees, auditors, affiliates, the Broker, or lawyers as needed to assist or enable the proper performance of the Services or the services that are provided under the Broker Agreement;
- (e) in order to prevent, investigate or report possible illegal activity;
- (f) for any reason as necessary to fulfil our obligations under this Agreement or applicable to the Services you are using;
- (g) if it is in the public interest to disclose such information; and/ or
- (h) at your request or with your consent.

36. DISCLAIMERS AND No WARRANTY

- 36.1 All our Services, content and the Lightyear App are provided on an “as is” and “as available” basis.
- 36.2 To the fullest extent permitted under Applicable Law, Lightyear and the Broker expressly disclaim all warranties of any kind with respect to the Services and any content provided directly or indirectly through the Lightyear App, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Lightyear nor the Broker guarantee the accuracy, timeliness, completeness or usefulness of any content or information. You agree to use the content, the Lightyear App and the Services entirely at your own risk.
- 36.3 Any Service, content and information is not intended to provide financial, legal, tax or investment advice or recommendations. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.
- 36.4 Lightyear and the Broker do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Lightyear App, and will not be a party to or in any way be responsible for monitoring any transaction between you and such third-party providers of products or services. You are solely responsible for all of your communications and interactions with other persons with whom you communicate or interact as a result of your use of the Services.

37. INDEMNIFICATION AND LIABILITY

- 37.1 You will indemnify and hold harmless Lightyear and the officers, directors, agents, partners, employees, licensors, distributors, and representatives of Lightyear (together the “**Service Providers**”), from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your access and/or use of, the Services, or any act, error, or omission of your use of your Account or any user of your Account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or

other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any Applicable Law.

37.2 The Service Providers exclude and/or limit our liability to the maximum possible extent that we are permitted to under Applicable Law. The Service Providers shall not be liable for any loss or damage sustained by you as a direct or indirect result of the provision by the Service Providers of any of the services under this Agreement, save that nothing in this Agreement excludes or restricts any of the Service Provider's liability for any incompliance with the Agreement resulting from:

37.2.1 death or personal injury;

37.2.2 breach of any obligation owed to you under the regulatory system (as defined in the FCA Rules); or

37.2.3 the negligence, fraud or wilful default; or

37.2.4 to the extent they exclude or limit any liability to the extent the same cannot be excluded or limited by Applicable Law.

37.3 To the fullest extent permitted by Applicable Law, in no event shall Lightyear or any other Service Provider be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages of any kind (including, but not limited to, loss of revenue, income or profits, loss of use or data, loss or diminution in value of assets or securities, or damages for business interruption) arising out of or in any way related to the access or use of the Services or otherwise related to this Agreement (including, but not limited to, any damages caused by or resulting from reliance by you on any information obtained from any Service Provider or from mistakes, omissions, interruptions, deletions of files or emails, errors, defects, bugs, viruses, trojan horses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to Lightyear's records, programs or systems), regardless of the form of action, whether based in contract, tort, strict product liability or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable) and even if caused by a Service Provider's negligence and/or breach of contract.

37.4 To the fullest extent permitted by Applicable Law, in no event shall the maximum aggregate liability of Lightyear arising out of or in any way related to this

Agreement, the access to and use of the Services and materials or any products or Services purchased from Lightyear exceed the amount you have paid to us in connection with the event giving rise to such liability or, if nothing was paid, GBP 100.

- 37.5 None of the Service Providers will be liable for non-performance of the Services or breach of this Agreement where it is caused by force majeure (for example war, riot, force of nature, strike, pandemic, unavailability of IT-systems, unavailability of communication services, power outage, cyberattack), acts of public authorities or any other factor independent of you/us, provided the party in breach could not have affected the issue arising and the issue could not have been reasonably expected to have been avoided.
- 37.6 You also agree and acknowledge that our ability to provide the Services through the Lightyear App is dependent on third parties continuing to provide their services in an available and uninterrupted manner. In the event that there is an interruption in their services, we may be unable to carry out our Services through the Lightyear App. We shall not be responsible, and shall accept no liability, for any disruption to the services that we provide under this Agreement that are caused due to the unavailability of the services provided by the Broker.
- 37.7 The losses, costs and expenses, including but not limited to reasonable legal fees and expenses, incurred and payable or paid by Lightyear in the collection of or enforcement of an obligation outstanding and/or any unpaid fees or other payments relating to your Account with Lightyear or the Broker or defence of any matter arising out of your transactions, shall be payable to Lightyear by you.

38. TERMINATION

- 38.1 This Agreement is of unlimited duration and shall remain in full force and effect unless terminated in accordance with the provisions of this section.
- 38.2 You may terminate your Account at any time and for any reason by giving us notice via email at support@lightyear.com.
- 38.3 Upon termination of your Account, you are required to submit Orders to close any Positions in 30 calendar days and funds will be then paid to you under the terms of the Broker Agreement. If you fail to close any Positions within 30 days, we will have the right to submit orders on your behalf to Broker to close those Positions.
- 38.4 You will not be able to transfer any open Positions to another platform.

- 38.5 Lightyear may terminate this Agreement at any time by giving you at least 30 calendar days' written notice of such termination.
- 38.6 Lightyear may also immediately terminate this Agreement, which will result in action being taken to close out Positions, if any of the following circumstances occur:
- 38.6.1 you have breached this Agreement;
 - 38.6.2 your account is suspended as provided in section 33;
 - 38.6.3 you are declared or it is acknowledged that you are insolvent or upon the filing of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency or relief from your creditors;
 - 38.6.4 it has been 365 calendar days since you last logged in to the Lightyear App.
- 38.7 Upon termination of your Account with us, the Broker Agreement will also terminate. The Broker will continue to hold Instruments and money on your behalf until it is able to release them – the process for this is set out in the Broker Agreement. Once the funds held in your Broker Account have been repaid to you under the terms of the Broker Agreement, we will cease to act for you or on your behalf in relation to the Services.
- 38.8 If for whatever reason our relationship with the Broker ends, we will tell you if we have:
- 38.8.1 made arrangements with another service provider, and we will tell you what that means to you; or
 - 38.8.2 will close your Account and tell you what that means to you.
- 38.9 If the Broker needs to end the relationship with us in respect of your Account we will:
- 38.9.1 make arrangements with another service provider, and we will tell you what that means to you; or
 - 38.9.2 will suspend or close your account and tell you what that means to you.
- 38.10 Lightyear shall not be liable to you or any third party for the termination or suspension of the Service or the content, or any claims related to such termination or suspension.

- 38.11 When your Account is closed, we retain your information and related documents to the extent and time necessary to maintain the Services and to comply with the Applicable Law.
- 38.12 If you wish to close your Director's Personal Account, you must first close the Account as provided in this Agreement. If your Personal Account is terminated or closed while the Account is still active, we may automatically terminate your Account.

39. RELEVANT LAWS

- 39.1.1 This Agreement and any non-contractual obligations arising out of or in connection with them, and all Transactions will be governed by and construed in accordance with English law. The laws of other countries applicable to the Instruments, the Broker and their services may affect and be also applicable to individual Transactions and safekeeping of Individual Instruments.
- 39.1.2 Without prejudice to any rights you may have to refer a complaint to the Financial Ombudsman Service, as set out in "If you have a complaint" clause above, the courts of England and Wales have exclusive jurisdiction to settle any dispute arising in connection with this Agreement and for such purposes we and you irrevocably submit to the jurisdiction of the English courts.

40. ENTIRE AGREEMENT

- 40.1 This Agreement constitutes the entire Agreement between Lightyear and you with respect to the Services and supersedes all prior or contemporaneous oral or written communications, proposals, agreements and representations with respect to such subject matter.
- 40.2 Except as required by statute, no terms will be implied (whether by custom, usage, course of dealing or otherwise) into this Agreement.
- 40.3 Each of us acknowledge that in entering into this Agreement we have not relied on any express or implied representation (including any made negligently), assurance, undertaking, collateral agreement, warranty or covenant which is not set out in this Agreement.
- 40.4 In connection with the subject matter of this Agreement, each of us waives all rights and remedies (including any right or remedy based on negligence) which

might otherwise be available to it in respect of any express or implied representation, assurance, undertaking, collateral agreement, warranty or covenant which is not set out in this Agreement.

41. GENERAL

- 41.1 If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 41.2 No person other than you or us shall be entitled to enforce any of the provisions in this Agreement in any circumstances.
- 41.3 Any failure by us (whether continued or not) to insist upon strict compliance with any of the terms in this Agreement shall not constitute nor be deemed to constitute a waiver by us of any of our or their rights or remedies.
- 41.4 Nothing in this Agreement is intended to or will be used to establish any partnership or joint venture between the parties, nor authorise any party to make any commitments for or on behalf of any other party.
- 41.5 If you have breached this Agreement and we don't enforce our rights, or we delay enforcing them, this will not prevent us from enforcing those or any other rights at a later date.

SCHEDULE 1: BROKER AGREEMENT

Lightyear Europe AS

Terms of Service

These Terms of Service apply from 31.01.2024.

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1. WHO WE ARE

- 1.1 We are Lightyear Europe AS, a private limited company incorporated in Estonia (company number 16235024) with its registered address at Volta 1, Tallinn 10412, Estonia ("**we**", "**us**", "**our**" or "**Broker**").
- 1.2 **Broker** is authorised and regulated by the Estonian Financial Supervision Authority as an investment firm ("**EFSA**").

2. SUMMARY

- 2.1 This document (the "**Broker Agreement**") forms the basis of the agreement between you and Broker and provides you with important information about the Services relating to the provision of certain execution only order transmission services by us to you in the Instruments offered through the Lightyear App. In this Broker Agreement, capitalised words and expressions have the meanings ascribed to them in Schedule 2 (*Definitions*).
- 2.2 Please read this Broker Agreement carefully before using the Broker Services provided by us that are available through the Lightyear App. By accessing the Lightyear App you agree to be bound by this Broker Agreement. If you do not agree to this Broker Agreement, you must not use the Broker Services available via the Lightyear App for any purpose whatsoever.
- 2.3 This Broker Agreement relates only to the provision of execution-only order transmission services by us to you through the Lightyear App, and where we provide additional services to you, those services will be governed by our other terms as appropriate. This Broker Agreement will apply to you from the date that you accept this Broker Agreement in the Lightyear App. We provide this Agreement in English and will communicate to you in English going forward, unless stated otherwise. You will receive a copy of this Agreement from us in a durable medium, i.e. via email that you signed up with.
- 2.4 We have disclosed certain important information ("**Important Information**") in Lightyear App and our website. You need to read the Important Information carefully before submitting any Order or using any of the Broker Services that are available through the Lightyear App. Among others, the Important Information includes our Lightyear Financial Limited and Lightyear Europe AS Risk Disclosure ("**Risk Disclosure**") [here](#) and Lightyear Financial Limited and Lightyear Europe AS Order Handling and Best Execution Policy ("**Order Handling Policy**") [here](#). The risks

set out in the Risk Disclosure do not represent all the risks involved when using the Broker Services that we provide to you under this Broker Agreement, as there may be additional risks to you and your capital both currently and in the future and is not intended to be a comprehensive explanation of the key risks. By accepting this Broker Agreement in the Lightyear App, you are deemed to represent to us that you have carefully read and understood all Important Information and you accept it. You accept that we may, in our absolute discretion, amend this Broker Agreement and the Important Information, including the Risk Disclosure and the Order Handling Policy, from time to time and will notify you in a manner as set out in this Broker Agreement. If you have any questions or concerns about any of the content of this Broker Agreement or any of our other agreements or notices or any of the Important Information, you should seek independent professional advice before using the Broker Services.

2.5 By entering into the Agreement, you are deemed to confirm that:

2.5.1 you agree that we may execute Orders outside of trading venue in certain circumstances, as is permitted under the terms of the Order Handling and Best Execution Policy;

2.5.2 you agree to the keeping of your Instruments in an omnibus or nominee account (i.e., a specific kind of securities account in which assets of multiple investors or stocks belonging to clients are held).

2.6 In providing a Broker Service, we may ask you to make additional declarations, which we consider necessary in order to provide that Broker Service. If you do not make all such additional declarations or repeat the declarations when we ask you to repeat them, we may not be able to provide you all our Broker Services or we may restrict or limit your access to some of the Broker Services either temporarily or permanently.

3. IMPORTANT INFORMATION ABOUT OUR SERVICES

3.1 We provide an execution only (no advice) service with respect to your Orders in Instruments which we execute ourselves or transmit to a Third Party Broker. This means that we will not provide you with any advice of any kind. We will not in any way provide a view as to whether a particular instrument is suitable for you. In case we make available via Lightyear App any Complex Instruments, we will determine the appropriateness of such an Instruments for you based on your investment knowledge and experience and determine whether you understand the risks

associated with the Broker Service or Instrument. If Lightyear has assessed your appropriateness under the Agreement, then we can rely on that assessment and not carry out a separate one. This means we shall not assess the appropriateness if the provision of the Broker Service is associated with a Non-complex Instrument (e.g. shares traded on the market, units of an undertaking for collective investment in transferable securities, money market instruments etc.). As a result of the above, your interests may be less protected. Also, if you fail to present information about your investment knowledge and experience to us or present inadequate or incorrect information to us, we need not be able to assess the appropriateness of the Broker Service or Instrument to you. If you fail to present respective information to us or present inadequate or incorrect information to us or if, on the basis of the adequate information presented to us, the Broker Service or Instrument is not appropriate for you, but, regardless of that, you wish to receive the Service or conduct the Transaction with the Instrument, you need not be able to understand the risks associated with the Broker Service or Instrument and therefore your interests may be less protected. You are responsible for the decisions you make in relation to your Orders you submit to us. If you are uncertain (in cases where we do not or cannot assess appropriateness) about whether an Instrument is appropriate for your individual circumstances or needs, or if any part of this Broker Agreement is unclear you should seek independent professional advice.

- 3.2 Given that we provide you with acceptance and forwarding of Orders and execution of Orders and the Service is provided at your initiative, we are not able to verify whether you belong to the target market of the respective Instrument. We will however disclose the target market of the Instruments to you in Lightyear website [here](#). As a result of that, your interests may be less protected.
- 3.3 We will execute your order ourselves or transmit your Orders to the Third Party Broker. Please refer to clause 36.5 for the circumstances which may delay us sending an Order to the Third Party Broker. The Third Party Broker will then be responsible for execution (or onward transmission for execution).
- 3.4 We cannot control the execution of your Orders once we transmit them to the Third Party Broker and there is no guarantee that either we or the Third Party Broker will accept your Order. In particular, your Order may not be accepted if it gives rise to too much risk for the Third Party Broker or if trading is no longer available or is suspended in the Instrument your Order relates to.

- 3.5 You can only cancel an Order with us before we forward your Order to the trading venue, Third Party Broker or Third Party Partner in case the Instrument is accessible only over-the-counter (“OTC”). This means it is important to ensure that you enter the details of your Order correctly and that you are willing and able to enter into a binding commitment to buy or sell an Instrument when you submit your Order.
- 3.6 You should read the remainder of this Broker Agreement before opening an Account with Lightyear and before submitting any Orders. If you would like to discuss any element of this or any part of the Broker Services offered via the Lightyear App, please email us at support@lightyear.com.
- 3.7 We will provide you with two kinds of reports on the performance of our Services:
- 3.7.1. the trade confirmation with the essential information concerning the execution of your Order which you can at any time access from the Lightyear App after a Transaction has taken place; and
- 3.7.2. an account statement giving an overview of your Instruments and funds, which you can at any time access from the Lightyear App and generate per each calendar month of any chosen longer period.

4. ACCOUNT OPENING

- 4.1 You can access the Lightyear App without signing up which will allow you to view the Instruments available on the Lightyear App and compose a “watchlist” of such Instruments.
- 4.2 You can open an Account if you are a limited liability company that has a single direct Beneficial Owner and a single Director, who both are the same person that has opened the Personal Account. Lightyear may later extend the scope of the Agreement to allow other company types and structures to also open an Account. To have access to the Broker Services, you first need to create a Personal Account with us as a natural person, after which you can also create an Account for your company by submitting required information and documentation that Lightyear requests during the account opening process. The process is described in detail in clause 5 of the Agreement.
- 4.3 You acknowledge and agree that you will provide Lightyear with all information which we may reasonably request of you from time to time for the purposes of verifying the necessary information you have provided to us as part of the process of opening an Account via the Lightyear App and using the Broker Account, or otherwise for the purpose of complying with Applicable Law.

- 4.4 We have legal obligations to verify your identity, as well as your Beneficial Owner's and Director's identity and certain information in order to comply with Applicable Law, including Estonia's anti-money laundering laws and regulations. As part of the onboarding process, we may request certain information from you via Lightyear so that we can perform anti-money laundering checks, screen our users against "Politically Exposed Person" and international sanctions' lists as well as comply with Applicable Law and therefore also collect and process your information for these purposes.
- 4.5 You authorise Broker to, directly or through third parties, to make any inquiries that we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public domains or reports, to query account information associated with the bank, e-money or payment institution account that you link to the Account or qualifying credit/debit cards (e.g., name or account balance), and to take any action we reasonably deem necessary based on the results of such inquiries or reports. You further authorise any and all third parties to whom such inquiries or requests may be directed to fully respond to such inquiries or requests. If, in our absolute discretion, we suspect or have reason to suspect money laundering or any other illegal activities, we may cease to provide the Broker Services to you without any explanation or notice and inform law enforcement or other relevant authorities of our suspicions and the reasons for them. This is in order for us to comply with our legal obligations.
- 4.6 You agree that we may exercise our rights under this clause 4 both during the onboarding process and at any other time and as often as we consider necessary.
- 4.7 You agree that any information you submit to us about yourself, both during the onboarding process and at any other time under this Broker Agreement, is true, accurate, current and complete. You agree to update Lightyear with any changes to your registration and profile information to keep it current and accurate. You agree you will only use and maintain one single Account to access or otherwise utilise the Broker Services, and your creation and/or use of any subsequent accounts may result in our disabling any and all of your accounts and withdrawing your access to the Broker Services.

5. USING THE LIGHTYEAR APP

- 5.1 Lightyear does not allow you to share your Account with other person(s), and the Account must only be in your name.

- 5.2 You are solely responsible for ensuring the safe keeping of any passwords or security credentials connected to your Account and the Lightyear App and we are not responsible for anything that happens on your Broker Account as a result of a person accessing your Account because you didn't keep your password and security credentials safe. You must not disclose your passwords or security credentials to any third party. You accept full responsibility for any actions taken by anyone in relation to the Broker Services using your Account details. Unless you have informed us otherwise, we are entitled to treat every action taken via your Account, as an action authorised and undertaken by you.
- 5.3 If you know or suspect that anyone other than you knows your password or security credentials connected to your use of your Account and the Lightyear App, you must contact Lightyear immediately through support@lightyear.com.
- 5.4 Lightyear may also make available to you a web app that allows you to access your Account via browser. However, features and functionalities in this Agreement mightfully be available only on the mobile app and web app might offer only a limited range of the functionalities described in this Agreement. By accessing your Account via web, you acknowledge and agree that the web app may not have full feature parity with the mobile app.

6. LIGHTYEAR APP AVAILABILITY

- 6.1 We will not be liable to you for any loss or damage which arises from the Lightyear App being unavailable for whatever reason.

7. ACCEPTABLE USE & RESTRICTIONS

- 7.1 Your use of the Lightyear App must at all times comply with this Agreement and Applicable Law.
- 7.2 You are not permitted to use any algorithms or electronic trading programs or systems in connection with your submission of Orders via the Lightyear App.
- 7.3 You can trade as often as you like through the Lightyear App.
- 7.4 You agree that you will not by act or omission deliberately, recklessly or negligently engage in market abuse, or require or encourage another person to do so. We reserve the right to take any action we deem appropriate if we have suspicions about your Account being used to engage in market abuse. This action will include but is not limited to, refusing to act on your instruction and actions described in sections 32 and 37. We are not obliged to give you any reason for our actions in this

regard nor are we liable for any loss you may incur as a result of refusing to act in such circumstances.

8. THE SERVICES WE OFFER TO YOU

This section of the Broker Agreement provides information about the Broker Services we provide to you, the Orders you can make through the Lightyear App and how we will treat you for regulatory purposes.

8.1 Services

8.1.1 Upon you completing the onboarding checks as specified in the Agreement and this Broker Agreement, we will:

- (a) provide you with reception and transmission of Orders in relation to one or more Instruments and display information about your fund and Instrument holdings via the Lightyear App;
- (b) provide you with execution of Orders in relation to one or more Instruments;
- (c) provide you with foreign exchange services connected to the provision of Broker Services; and
- (d) provide you with safekeeping of your Instruments.

8.1.2 We are not a currency trading platform, and you should not use our Services for this purpose. If we detect that you are using our Services for this purpose, we may, at our discretion, set a limit on the amount of money you can convert, restrict your ability to use this or other features, or suspend or close your Lightyear Account.

8.2 Safekeeping of Instruments

8.2.1 Safekeeping of Instrument shall mean the recording of the Instruments and Transactions belonging to you in your Account or organising thereof in other countries and other activities associated therewith, e.g. accepting and settling your Transactions.

8.2.2 We shall offer safekeeping service for Instruments Lightyear makes available via the Lightyear App.

8.2.3 In order to protect your interests and your Instruments, we shall apply the due diligence usually demanded from a professional person offering the service of safekeeping of Instruments. We shall have the right to select

Custodians and authorise them to use Custodians. We shall select the Custodians with due diligence and according to the criteria established by us in order for your interests and Instruments to be covered with maximum protection. We shall regularly inspect the activities of such Custodians.

- 8.2.4 As a rule, we shall hold the Instruments along with the Instruments of other clients with Custodians in the security accounts intended for shared safekeeping of securities belonging to several clients opened in the name of Lightyear (e.g. nominee account, omnibus client account), which means that we will have records that identify your individual ownership and entitlement to it. The account is held separately from any assets belonging to us.
- 8.2.5 If the nature of the Instruments or the Service associated therewith requires safekeeping of the Instrument with a Custodian in a country where the option of safekeeping Instruments in the manner specified in the previous section is not offered or has not been regulated sufficiently enough, we may hold the Instruments of our clients as follows:
- 8.2.5.1 in a securities account opened in the name of Lightyear with Instruments belonging to Lightyear and other clients of Lightyear; or
- 8.2.5.2 in a securities account opened in the name of Lightyear separately from Instruments belonging to Lightyear and other clients of Lightyear; or
- 8.2.5.3 separately in a securities account that has been opened in the name of you and the right of disposal of which is only with us.
- 8.2.6 You accept that we may need to safekeep your Instruments in accounts that are or will be subject to the law of a jurisdiction other than that of a Member State of the EU and your rights relating to those Instruments may differ accordingly.
- 8.2.7 In order to differentiate your Instruments from Instruments belonging to others, we shall maintain registers, keep accounts and preserve data in accordance with law.
- 8.2.8 Upon concluding this Broker Agreement, you give Broker your consent for the safekeeping of Instruments in Broker Account pursuant to this section 8.2.

8.3 Customer Classification

Lightyear will categorise you pursuant to clause 9.2 of the Agreement and we will rely on that classification and treat you based on that regarding all Broker Services.

9. No ADVICE

9.1 The Broker Services that we will provide to you under this Broker Agreement are non-advised, meaning that we will not provide you with any advice as to the merits of a particular Instrument or whether any particular Instrument is suitable for you.

9.2 How your Orders are executed is described in our Order Handling Policy, and we will execute your Orders ourselves or will transmit the Orders to a Third Party Broker for execution (or onward transmission for execution). We will not provide you with any investment, legal, tax or other form of advice; nor can you request any such advice from us, and any decision to acquire or sell an Instrument is solely yours and we are not responsible for such decisions.

10. ORDERS

10.1 An order is an instruction from you to either buy or sell a particular Instrument which is made via the Lightyear App (an “**Order**”) and which Lightyear transmits to Broker.

10.2 We allow you to make Market Orders (including Repeat Orders), Limit Orders and Stop Orders (once available) via the Lightyear App. Order types of some Instruments may be limited, depending on the characteristics of the Instrument.

10.3 We do not enable going short on a particular Instrument. “Going short” on an Instrument involves selling an Instrument that you do not own in anticipation that the price of that Instrument will fall, allowing the sale of an Instrument at a higher price and giving the opportunity to buy that Instrument back in the market at a lower price at a later stage, with the profit being the difference between the higher and lower price. In order to sell an Instrument, you must have previously acquired that Instrument by submitting an Order to buy that Instrument via the Lightyear App which was subsequently executed.

11. SUBMITTING ORDERS & CANCELLING ORDERS

11.1 Orders may only be submitted via the Lightyear App. To submit an Order, you will need to have sufficient funds in your Broker Account to enable a Transaction to take place and to pay any fees, charges, taxes or duties which may be incurred in the course of the relevant Transaction.

- 11.2 You must act on your own behalf and for your own account in relation to all Orders submitted by you, meaning you are the person that will buy or sell the Instrument. You cannot submit Orders on behalf of others.
- 11.3 It's important to note that by submitting an Order, you are entering into a binding commitment to buy or sell an Instrument. You can only cancel an Order with us before we communicate your Order to the trading venue, Third Party Broker or Third Party partner in case of OTC Transactions. You may submit a request to cancel an order via the Lightyear App. Due to the speed of order execution, a cancellation request might not arrive in time to cancel previously submitted Orders. You can submit cancellation orders from the pending Transactions list in the Lightyear App. Because of this, you should always make sure that before you have submitted any Order you:
- 11.3.1 have inputted the right values;
 - 11.3.2 are certain that you wish to go ahead with that Order;
 - 11.3.3 understand how this Broker Agreement apply to that Order;
 - 11.3.4 are willing and able to bear the risk of any potential loss associated with that Instrument in the event the price goes down; and
 - 11.3.5 you understand the risks of investing in that Instrument.
- 11.4 From time to time other restrictions may apply to submitting Orders dependent upon regulatory requirements and market conditions. These may include, but are not limited to situations such as:
- 11.4.1 trading restrictions imposed by regulators on certain Instruments;
 - 11.4.2 trading restrictions imposed by regulators on us; or
 - 11.4.3 trading restrictions imposed by the trading venue or Third Party Broker on us.
- 11.5 You can choose a Limit Order to remain live for 1 day or with validity of good 'til cancelled, in which case it will remain live until it is cancelled by you or until it executes, whichever is the sooner.
- 11.6 You can choose to automate your submission of Market Orders via Repeat Orders. Repeat Orders can only be placed as Market Orders to buy an Instrument of your choosing. Repeat Order is subject to following conditions:

- 11.6.1 You must choose the time period over which the Repeat Order is placed (available time periods are provided in the Lightyear App). In case of weekly and monthly (if available) Repeat Orders, you must choose a day/date upon which the Repeat Order is placed and carried out;
 - 11.6.2 If you have chosen a day/date on which the market is closed, the Repeat Order shall be placed on the next day on which the market is open;
 - 11.6.3 If you do not have enough funds in your Broker Account to place the Repeat Order, it will be skipped and not placed. This does not cancel the next scheduled Repeat Order;
 - 11.6.4 All Repeat Orders shall be created and placed 30 minutes after the market, in which the Instrument is traded, opens;
 - 11.6.5 You cannot place identical Repeat Orders regarding the same Instrument (for example to buy the same Instrument over the same time period on the same day or date).
- 11.7 We reserve a right to make changes to the functionality and features of Repeat Orders, including a right to cancel certain Repeat Orders that we no longer support, limit days/dates when it's possible to set up Repeat Orders, etc.

12. INSTRUMENTS AVAILABLE

Your Orders may relate only to the Instruments that are available via the Lightyear App from time to time.

13. ACCEPTANCE OF ORDERS

- 13.1 Broker has the final say on whether or not an Order submitted by you is communicated to the trading venue, Third Party Broker or Third Party Partner. If the Broker rejects an Order, we will not have to explain to you why that Order has been rejected, but we will notify you if any of your Orders are rejected.
- 13.2 The Third Party Broker and Third Party Partner also maintain various risk limits and tolerances that govern whether or not it will accept an Order, and we have no control over such procedures.
- 13.3 There may also be circumstances in which we are required by a third-party, such as by the underlying market on which an Instrument is listed or by a regulatory authority, to cancel your Order.

14. EXECUTION OF ORDERS

- 14.1 If we accept your Order, we will execute it or transmit it to the Third Party Broker for execution (or onward transmission for execution) which will usually take place the same day that we receive your Order, provided you have sufficient funds to make the Order. With Orders for Instruments that are available OTC, the execution may take place only at certain predetermined times during the day and hence Orders submitted after that time may be executed during the next working day.
- 14.2 We have a duty to act in your best interest when we execute your Order and when we transmit your Order to the Third Party Broker for execution (or onward transmission for execution). We are responsible for ensuring that the Third Party Broker, or any other entity which we have selected for the execution of Orders or onward transmission for the execution of Orders, delivers the best possible result to our clients on a consistent basis. Please refer to our Order Handling Policy for more information for how we execute and how we have selected the Third Party Broker and why we consider that they enable us to act in your best interest when transmitting Orders to them.
- 14.3 By opening an Account, you are deemed to consent to our Order Handling Policy. Should we amend the Order Handling Policy, we will notify you pursuant to the terms of this Broker Agreement. Please note that an Order placed outside of Market Hours will be executed once Market Hours commence.
- 14.4 The Third Party Broker will be subject to certain rules and regulations relating to how it executes your Orders. You should be aware that the Third Party Broker may execute your Orders outside of a regulated market, multilateral trading facility or organised trading facility, and by accepting this Broker Agreement you expressly consent to the execution of your Orders in such circumstances. This happens for example when executing an Order to buy or sell a fraction of an Instrument.
- 14.5 When placing an Order, Lightyear will provide you with the indicative prices of the relevant Instruments that you can buy or sell via the Lightyear App. These prices are provided by a third party and we have no control over them. Due to the inherent nature of a moving market, indicative prices can change, sometimes rapidly and significantly prior to an Order being executed, and it may not be possible to execute at the price shown on the Lightyear App at the time that you place your Order. This means that the price at which you submitted your Order may not be the price at which your Order is in fact executed. In some circumstances, your Order may be executed at a "better" price and in other

circumstances it may be executed at a "worse" price than the price quoted to you via the Lightyear App. If your Order is executed at a "worse" price than the price of the Instrument at the time you submitted the Order, we have no liability to you to provide you with the difference in those prices.

15. PAYING FOR ORDERS

15.1 When you wish to submit an Order to buy an Instrument:

15.1.1 any money which is at least equal to the estimated value of the Order (including the relevant fees and charges) that is held in your Broker Account will be blocked at the time that you place your Order and then used to fund the Order (including the relevant fees and charges); or

15.1.2 if you are not holding sufficient funds in your Broker Account, you will be required to deposit money which is at least equal to the estimated value of the Order (including the relevant fees and charges). In case of Repeat Market Orders, the Order shall be placed only if there are sufficient funds available in your Broker Account.

16. SALE PROCEEDS

16.1 In the event that you sell a particular Instrument and there are proceeds due to you from that sale, any sale proceeds will be placed to your Broker Account. You can then reinvest these funds or request that they are paid out into an account on your name.

16.2 In most underlying markets, settlement of the Instruments available via the Lightyear App typically occurs within two trading days. This is when the relevant funds should have been received into your Broker Account and can be withdrawn or reinvested.

17. SERVICE FEES AND TAXES

17.1 Charges and fees for the Services are set out in the Agreement with Lightyear. Below you find information about relevant taxes that might be applicable when using Broker Services.

Taxes	
The French Financial Transaction Tax (FTT) will be applied to shares of companies whose head office is located in	Pursuant to local applicable legislation

France and whose market capitalisation exceeds EUR 1 billion.	
Stamp Duty Reserve Tax (SDRT) will be applied when you buy existing shares in a company incorporated in the UK, shares in a foreign company that has a share register in the UK and rights arising from such shares.	Pursuant to local applicable legislation
Service fees in Portugal are subject to the Stamp Duty* * <i>Paid by the Broker</i>	Pursuant to local applicable legislation
Italian Financial Transaction Tax (IFTT) will be applied to the transfer of the legal ownership of the shares of any category issued by Italian joint stock corporations (<i>società per azioni and società in accomandita per azioni</i>).	Pursuant to local applicable legislation
The Spanish Financial Transaction Tax (SFTT) will be applied to publicly traded shares of Spanish companies whose market capitalisation exceeds EUR 1 billion.	Pursuant to local applicable legislation
Other relevant taxes, stamp duties and levies may also become applicable with introduction of additional Instruments. Updated information around relevant applicable taxes is available here: https://lightyear.com/pricing .	

- 17.1.2 The currency in which any Order will be executed is determined by the currency in which the Instrument is traded on the relevant market or OTC. In order to execute the Order, you need to convert the currency in the Broker Account to the relevant currency. You can see the current exchange rate in the Lightyear App. Once the currency is converted, your transaction history in the Lightyear App will show the exchange rate that was used to carry out this currency conversion. We use the spot exchange rate that is available to us and applies at the time we carry out the currency conversion.
- 17.1.3 Please note that you will only be charged for Orders which are executed. You acknowledge and agree that you are wholly liable for, and will pay our fees and charges, for the relevant Broker Services. Any fees charged in connection with your Transactions will be debited from your Broker Account and paid to Lightyear once your Orders have been executed. You agree and acknowledge that you authorise us to make these payments to Lightyear on your behalf on each occasion.

- 17.1.4 We do not charge you for holding cash or for cash transactions. However, we may receive interest on cash balances held in client bank accounts or money market funds. We may earn interest on cash balances held in client bank accounts or via money market funds. We shall separately pay interest to you on cash you hold in your Broker Account at rates determined by us. Rates are determined by reference to the central banks interest rates and the cost to us of managing the cash and the wider operation of your Lightyear Account. Current rates can be found on the website here <https://lightyear.com/gb/pricing>. Interest accrues on your daily cleared balance and is calculated monthly in arrear as at the 1st of each month. It will normally then be credited to your Broker Account within 1 working day, at which point the interest becomes your cash. When you give an Order to buy an Instrument the cost of that Order with applicable fees will be deducted from your Broker Account on the Order placement date and interest will not be paid on that sum from that point. Depending on how we have received payment from you (e.g. bank transfer, debit card) interest may start to accrue within three working days of receipt, that is, as of the date it is applied to your Broker Account. Interest will accrue up to the date your Broker Account is closed. If you close your Broker Account before the 1st of the month, then you forfeit the right to any accrued but unpaid interest amount. You may also opt-out at any time and forfeit any accrued interest.
- 17.1.5 You acknowledge and agree that you are wholly responsible for any taxes or duties, local or international, which are incurred as a result of your Transactions and your use of the Broker Services, including any interest payments made to you by the Broker, and that such taxes or duties may not be imposed at the time of purchasing the Instrument, but at a later date, and you agree that you will remain responsible for such taxes and duties as and when they are incurred or fall due.
- 17.1.6 All amounts due by Broker under this Broker Agreement will be made without withholding or deduction for or on account of any present or future taxes, duties, levies, assessments, or other governmental charges of whatever nature imposed or levied by or on behalf of any governmental authority of any jurisdiction, unless the withholding or deduction is required by any applicable law, regulation, or official interpretation thereof. Broker will not pay any additional amounts to you in the event that any withholding or deduction is so required by law, regulation or official interpretation thereof, and the imposition of a requirement to make any such withholding or deduction will not give rise to any claims against Broker under this Broker Agreement or otherwise. You will be required to provide without undue delay

all information that Broker may request from time to time to facilitate correct withholding or deduction and/or reporting of such withheld or deducted amounts by Broker.

- 17.1.7 You will be wholly responsible for any fees incurred in the transfer, deposit or withdrawal of any funds to and from your Broker Account and your bank, e-money or payment institution account.
- 17.1.8 In the event of non-payment or late payment of fees, you agree that we may use, sell, retain or set-off assets held in the Account.

18. CONFLICTS OF INTEREST

- 18.1 We are required to take all reasonable steps to prevent or manage conflicts of interest between us and you and between our different clients. We operate in accordance with a conflicts of interest policy we have put in place for this purpose in which we have identified those situations in which there may be a conflict of interest, and in each case, the steps we have taken to prevent or manage that conflict. A summary of Lightyear Europe AS Conflicts of Interest Policy is available on our website [here](#). Where such arrangements would be insufficient to eliminate the risk of damage to your interests then, as a last resort, we will disclose to you the general nature and/or source of those conflicts of interest and the steps we have taken to mitigate such risks.
- 18.2 We are under no obligation to:
 - 18.2.1 disclose to you or take into consideration any fact, matter or finding which might involve a breach of confidence to any other person, or which comes to the notice of any of our directors, officers, employees or agents, where the individual(s) dealing with you have no actual notice of such fact, matter or finding; or
 - 18.2.2 account to you for any profit, commission or remuneration made or received by us from or by reasons of any Transactions or circumstances in which we have a material interest or where in particular circumstances a conflict of interest may exist.

19. CORPORATE ACTIONS

- 19.1 Where we receive income from your Positions through dividend payments and other corporate actions, we will reconcile and credit these to your Broker Account.

If you have not enabled the multi-currency account functionality, we will convert such income to the default currency of your Broker Account.

- 19.2 If we have information about corporate actions or other rights and duties arising from the Instruments and we consider it necessary to notify you thereof, then we shall notify you via the Lightyear App. You undertake to gather information about the rights and duties arising from the Instruments and about Corporate Actions personally and to perform any and all duties and obligations arising from the Instruments. We do not have the duty to notify you of such rights and duties or corporate actions. We are not liable for damage or loss or expenses caused or a threat of causing damage or loss or expenses to you as a result of being unaware of such rights and duties.
- 19.3 You have the right to give us instructions for exercising the voting rights related to your Instruments. The instructions are given in the form accepted by us and you are obligated to compensate us for any expenses, damage and loss relating to the execution of such instruction. We have the right to decide at our own discretion with regard to which market-related Instruments and on what conditions we exercise the right to vote. We have the right to sign any and all documents and perform any acts in your name, which are necessary for exercising such rights arising from the Instrument and which do not require submitting an Order. This right applies even in case you have not provided us with instructions for exercising the voting rights related to your Instruments.

20. YOUR INFORMATION

- 20.1 Broker takes its data security seriously. We will only use personal information of persons associated with you (including Director(s), Beneficial Owner(s), etc.) as detailed in Lightyear and Broker Privacy Policy which is available [here](#). You should review our Privacy Policy to ensure you understand and agree to our collection, use and disclosure of your personal information.
- 20.2 For certain Instruments that may be made available from time to time via the Lightyear App, we may be required to obtain certain information on your knowledge and experience of such Instruments to determine whether or not such Instruments are appropriate for you. Where we are subject to such obligations, we will inform you via Lightyear and request such information from you as we deem necessary in order to perform an appropriateness assessment or have Lightyear perform the assessment and rely on those results. You acknowledge and agree that you will

provide all such information as may be reasonably requested by us or Lightyear for the purposes of us or Lightyear conducting such assessment. If you do not provide such information, we are under no obligation to execute any Orders in such Instruments and we may refuse to do so.

- 20.3 In order to satisfy our own obligations in relation to the Orders you may submit and the Positions you may maintain, you agree to provide us with all such information as we may reasonably request.
- 20.4 You acknowledge and agree that we are entitled to disclose information about your Orders and Positions as may be required under Applicable Law.

21. HOW TO CONTACT US

21.1 How to Contact Us and How We Will Contact You

- 21.1.1 We will communicate through Lightyear. If you need to speak to us or if we need to speak to you, in relation to any matters arising out of or in connection with this Broker Agreement, you specifically consent that we will contact you through Lightyear via email or via Lightyear App. For the avoidance of doubt, such consent includes your consent to receive Transaction confirmations and any other reports, documents, statements or similar that we may provide to you in connection with this Broker Agreement.
- 21.1.2 We may use the email address your Director provides to us when creating the Personal Account to contact you.

22. IF YOU HAVE A COMPLAINT

- 22.1.1 If you feel dissatisfied with any aspect of our Broker Service, then in the first instance please contact Lightyear by emailing complaints@lightyear.com. Lightyear will immediately carry out an independent investigation of your complaint, consult with Broker if needed and will provide a written response. More details on the process can be found from Agreement. You also have the right to contact Broker. More details about that process in Lightyear Europe AS Complaints Policy which can be found in our website [here](#).
- 22.1.2 If we are unable to resolve your complaint to your satisfaction and you feel that the answer received from a us is not the one you expected from us, you may turn to the EFSA (at Sakala 4, Tallinn 15030, www.fi.ee) or court in order to resolve the dispute.

23. COMPENSATION

- 23.1 The Investor Protection Sectoral Fund (*investorikaitse osafond*) is used in order to guarantee and compensate the investors, in accordance with the provisions of the Guarantee Fund Act (*tagatisefondi seadus*), for investments made through an investment firm registered in Estonia or the Estonian branch of a foreign investment firm. Investments are claims based on an agreement between the parties or on legislation, arising from which an investment institution is obliged to disburse to an investor money or transfer securities which are owed or which belong to the investor and which the investment institution has kept on the investor's account or disposed of with regard to the provision of investment services. Investments are guaranteed and compensated for to the extent of their value as of the compensation date, but not more than in the amount of 20,000 euros per investor in any one investment institution.
- 23.2 Please note, you will not be entitled to compensation purely based on the financial performance of your Instruments. This means that losing capital as a result of your investment activities will not automatically qualify you to receive compensation.

24. YOUR MONEY & INSTRUMENTS

24.1 Your Money

- 24.1.1 We must, on receiving funds from you, promptly to place it into an account opened with (a) a central bank, (b) a credit institution authorised in a member state, or (c) a bank authorised in a third country in a designated client money statutory trust account. The account is held separately from any monies belonging to Lightyear. Your cash will be held in a pooled arrangement which means that Lightyear will have records that identify your individual ownership and entitlement to it.
- 24.1.2 You can pay funds to us by transfer to a cash account opened and the details of the respective cash account are made available to you in Lightyear App. You can transfer funds to us only from an account that has been opened in your own name.
- 24.1.3 All funds you deposit are deposited into your Broker Account, until such time as you request to transfer those funds.
- 24.1.4 Any payments made or received by you in connection with the submission of Orders and your Positions will be credited to and debited from your Broker Account.
- 24.1.5 By agreeing to this Broker Agreement and any amendments thereto, you consent that we may also hold your money in the shares or units of money market funds. If your money is held in a money market fund, it won't be subject to safeguarding measures as laid out in section 24.1.1, but it will be subject to Instrument safekeeping measures provided in section 8.2. We shall only hold your money in money market funds that are of high quality, assessed as such by relevant rating agencies and our internal credit quality assessment.
- 24.1.6 You may select to opt-out of your money being held in a money market fund by contacting our Customer Support or in-App (if provided). In that case, we may not be able to pay you interest as specified in section 17.1.4.

24.2 Your Instruments

After your Orders have been accepted and executed, your Instruments will be held by us, the Third Party Broker acting as a Custodian or another Custodian. We have exercised all due care, skill and diligence in appointing the Third Party Broker and

the Custodians. Further detail on Safekeeping your Instruments can be found in Section 8.2 of this Agreement.

25. IN THE EVENT OF LIQUIDATION OR INSOLVENCY

- 25.1 If we receive a notification that you are subject to liquidation, insolvency or equivalent proceedings, Lightyear will suspend your Account as soon as they can. The value of your Positions, and any funds remaining in your Broker Account, may form part of your estate and, subject to us receiving appropriate confirmation from Lightyear via an appropriate representative responsible for the management of your assets, we may act on the instructions given to us by such representatives. Any actions we take based on such instructions will be subject to our stated fees and charges.
- 25.2 You should be aware that we are not liable to you for any loss or damage incurred by you in relation to your Positions whilst we await instructions from any of your representatives. This Broker Agreement shall continue in full force and effect after your death, until such time as your Lightyear Account is closed and the Agreement is terminated, which in turn will bring about termination of Broker Agreement.

26. RECORDING CONVERSATIONS AND ELECTRONIC COMMUNICATIONS

- 26.1 We may record telephone conversations we have with you or your associated parties (including Director(s), Beneficial Owner(s), etc.) and store electronic communications between you and us, and you hereby specifically consent to this. You also specifically consent to such records being used in any arbitral or legal proceedings between us.
- 26.2 Where we have recorded a conversation we have had with you or stored an electronic communication between you and us in accordance with our obligations, we will make a copy of such recordings and/or communications available to you on request for a period of five (5) years or, if required by the EFSA, for up to seven (7) years.

27. NOTICES

- 27.1 Any notice or other communication given to either party in connection with this Agreement shall be in English and, unless otherwise stated in this Agreement, shall be sent:

- 27.1.1 by email to the email address notified to the other party in accordance with this Broker Agreement. Our email address for the service of notices is: support@lightyear.com; or
- 27.1.2 via the Lightyear App.
- 27.2 Any notice or other communication will be deemed to have been received if sent by email or via the Lightyear App, at 9.00 am on the next business day after it is sent.

28. AMENDMENTS TO THIS AGREEMENT OR THE SERVICES

- 28.1 We may amend this Broker Agreement at any time by providing you with 14 calendar days' notice unless the amendments are required by Applicable Law.
- 28.2 A notice shall be provided to you by e-mail to the email address that you have provided to us. You will be deemed to accept and agree to any and all amendments to this Broker Agreement that have been notified to you. If you object to any of our amendments to this Broker Agreement, you have the right to terminate the Broker Agreement with immediate effect. If you have not notified us of the wish to terminate, then the amended Broker Agreement will take effect from the date indicated in the notice referred to in section 28.1. Any amended version of this Broker Agreement will supersede any previous version of the Broker Agreement entered into between Broker and you.
- 28.3 We may amend this Broker Agreement immediately, without providing the prior notice as stipulated in section 28.1 if the changes to this Broker Agreement (a) are more favourable to you; (b) are required by law; (c) are made to introduce a new service or extra functionality to the existing Broker Services; or (d) will neither reduce your rights nor increase your responsibilities. In such cases, the amendments will come into effect immediately upon you being notified by e-mail or Broker Agreement being made public via Lightyear's website, App or other mediums.
- 28.4 Broker may discontinue or modify the Broker Services or Lightyear may discontinue or modify the content of the Lightyear App, or any portion thereof, at any time. You release and agree to indemnify and hold harmless the Broker for any loss or damages arising from or relating to such discontinuation or modification. It is important that you keep your personal contact information up to date, so please let us know if any of your details change.

29. TRANSFER RIGHTS

- 29.1 Broker and you are the only parties to this Broker Agreement. You cannot transfer any rights or obligations under this Broker Agreement to any other person without our written consent.
- 29.2 We may at any time assign or transfer any or all of our rights under this Broker Agreement upon providing you with prior notice, provided that we meet our regulatory and legal obligations prior to doing so.

30. THIRD PARTY RIGHTS

Any party who is not a party to this Broker Agreement cannot enforce the rights or enjoy the benefits of any of its provisions.

31. IN THE EVENT OF A BREACH OF THESE TERMS

- 31.1 If you believe or have reason to believe that you have or may breach this Broker Agreement, you must notify us immediately at support@lightyear.com.
- 31.2 Where you have breached this Broker Agreement you may be liable for any damage, loss or expenses that we suffer as a result of, or which a reasonable person would consider as resulting from, your breach of this Broker Agreement. If we become aware that you have breached this Broker Agreement, either because you have told us that you have or we otherwise become aware of such breach, we may take all or any of the following actions:
 - 31.2.1 immediate, temporary or permanent withdrawal of your right to use the Broker Services (i.e. account suspension) or any part thereof;
 - 31.2.2 terminate this Broker Agreement, which will result in action being taken to close out Positions;
 - 31.2.3 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 31.2.4 further legal action against you; and
 - 31.2.5 disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 31.3 We exclude our liability for all actions we may take in response to breaches of this Broker Agreement, except in cases the exclusion of liability is not possible under

the Applicable Law. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate. Among others, we may apply any other legal remedies available to us under Applicable Law.

32. ACCOUNT SUSPENSION

32.1 We may close or suspend your Broker Account immediately in exceptional circumstances. Exceptional circumstances include the following:

32.1.1 we identify that any of the personal information you have provided is false, misleading, materially changed and/or incomplete (for example, if we discover that your business activity actually differs from the one you disclosed to us during onboarding);

32.1.2 your Beneficial Owner(s) or Director(s) have changed without you properly notifying us or we identify that the Account is used to someone else's ultimate benefit than the Beneficial Owner;

32.1.3 if we are notified that you know or suspect that anyone other than you knows your user identification code, password or other account details;

32.1.4 if we have good reason to suspect that you are behaving fraudulently;

32.1.5 if you haven't given us (or someone acting on our behalf) any information we need, or we have good reason to believe that information you have provided is incorrect or not true;

32.1.6 if you've breached this Broker Agreement in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to;

32.1.7 if we have good reason to believe that your use of the Lightyear App is harmful to Lightyear or Lightyear software, systems or hardware;

32.1.8 if we have good reason to believe that continuing to use your Lightyear Account and/or Broker Account could damage our reputation or goodwill;

32.1.9 we believe that your Lightyear and/or Broker Account is being used for fraudulent and/or illegal purposes; and/or

32.1.10 if we have asked you to repay money you owe us and you have not done so within a reasonable period of time;

- 32.1.11 if you've been declared bankrupt or insolvent, are being wound up or liquidated or equivalent event has or is taking place;
 - 32.1.12 Lightyear has disabled your Account with them in accordance with the Agreement;
 - 32.1.13 if we have to do so under Applicable Law, court order or Financial Intelligence Unit's or other relevant governmental or other authority's instructions;
 - 32.1.14 If we identify that you conduct business activity in a High-risk Industry.
- 32.2 We may also decide to close or suspend your Broker Account for other reasons at our absolute discretion. Where possible we would contact you via email at least 30 business days before we do this although in certain circumstances we may be required to take such actions without providing you with prior written notice.
- 32.3 If we permanently close the Broker Account, the Broker Agreement between us shall also be immediately terminated from the moment we notify you.

33. INTELLECTUAL PROPERTY

- 33.1 We own the Broker Services, the documentation, specifications, written instructions or explanatory material related to the installation, operation, use or maintenance of the Broker Services and the Lightyear App and any subsequent versions thereof, available through the Lightyear App ("**Licensed Work**"), and all improvements, modifications and derivative works thereof and all intellectual property rights therein or relating thereto are and shall remain the exclusive property of Lightyear or its licensors (such as Broker) as the case may be. Except as set forth in this Broker Agreement, Broker does not grant any rights to the Broker Services or Licensed Work to you. You further acknowledge that we retain all right, title and interest in the Licensed Work including all rights to patent, copyright, trade secret.
- 33.2 For the avoidance of doubt, all intellectual property rights which are created pursuant to the provision of the Broker Services by us (other than those which subsist in your personal data) shall vest on creation in us and shall remain our sole property.
- 33.3 You acknowledge and agree that the Licensed Work constitutes and contains valuable proprietary products and trade secrets of Lightyear and Broker, embodying confidential information, ideas and expressions.

33.4 You agree not to challenge, directly or indirectly, any right or interest of Lightyear and Broker in the Broker Services or Licensed Work nor the validity or enforceability of our rights under Applicable Law. You agree not to directly or indirectly register, apply for registration or attempt to acquire any legal protection for, or any proprietary rights in, the Broker Services or Licensed Work or to take any other action which may adversely affect our rights or interest in the Broker Services or Licensed Work in any jurisdiction.

34. CONFIDENTIALITY/Non-Disclosure

We may disclose information to third parties about you or any of your Orders or Transactions you are making using the Broker Services:

- (a) as permitted by Applicable Law;
- (b) where it is necessary or helpful for completing or correcting Transactions or resolving any claims regarding Transactions;
- (c) in order to comply with a valid request by a regulatory body, government agency, a court order, or other legal or administrative reporting requirements;
- (d) to our employees, auditors, affiliates, the Third Party Broker, or lawyers as needed to assist or enable the proper performance of the Broker Services;
- (e) in order to prevent, investigate or report possible illegal activity;
- (f) for any reason as necessary to fulfil our obligations under this Broker Agreement or applicable to the Broker Services you are using;
- (g) if it is in the public interest to disclose such information; and/ or
- (h) at your request or with your consent.

35. DISCLAIMERS AND No WARRANTY

35.1 All our Broker Services, content and the Lightyear App are provided on an “as is” and “as available” basis.

35.2 To the fullest extent permitted under Applicable Law, Broker expressly disclaims all warranties of any kind with respect to the Broker Services and any content provided directly or indirectly through the Lightyear App, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Lightyear does not

guarantee the accuracy, timeliness, completeness or usefulness of any content or information. You agree to use the content, the Lightyear App and the Broker Services entirely at your own risk.

- 35.3 Any Broker Service, content and information is not intended to provide financial, legal, tax or investment advice or recommendations. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.
- 35.4 Broker do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Lightyear App, and will not be a party to or in any way be responsible for monitoring any transaction between you and such third-party providers of products or services. You are solely responsible for all of your communications and interactions with other persons with whom you communicate or interact as a result of your use of the Broker Services.

36. INDEMNIFICATION AND LIABILITY

- 36.1 You will indemnify and hold harmless Broker and the officers, directors, agents, partners, employees, licensors, distributors, and representatives of Broker (together the "**Service Providers**"), from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your access and/or use of, the Broker Services, or any act, error, or omission of your use of your Broker Account or any user of your Broker Account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Broker Service; or violation of any Applicable Law.
- 36.2 Notwithstanding other provisions of the Broker Agreement, the Service Providers' liability for any noncompliance with the Broker Agreement and your rights to apply legal remedies in connection therewith are excluded and/or limited to the maximum possible extent permitted under Applicable Law. The Service Providers

shall not be liable for any loss or damage sustained by you as a direct or indirect result of the provision by the Service Providers of any of the services under this Broker Agreement, save that nothing in this Broker Agreement excludes or restricts any of the Service Provider's liability for any incompliance with the Broker Agreement resulting from:

36.2.1 death or personal injury;

36.2.2 breach of any obligation owed to you under the regulatory system; or

36.2.3 the negligence (*hooletus*), or intent (*tahtlus*); or

36.2.4 to the extent they exclude or limit any liability to the extent the same cannot be excluded or limited by Applicable Law.

36.3 To the fullest extent permitted by Applicable Law, in no event shall Broker or any other Service Provider be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages of any kind (including, but not limited to, loss of revenue, income or profits, loss of use or data, loss or diminution in value of assets or securities, or damages for business interruption) arising out of or in any way related to the access or use of the Broker Services or otherwise related to this Broker Agreement (including, but not limited to, any damages caused by or resulting from reliance by you on any information obtained from any Service Provider or from mistakes, omissions, interruptions, deletions of files or emails, errors, defects, bugs, viruses, trojan horses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to Broker's records, programs or systems), regardless of the form of action, whether based in contract, tort, strict product liability or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable) and even if caused by a Service Provider's negligence and/or breach of contract.

36.4 To the fullest extent permitted by Applicable Law, the maximum aggregate liability of Broker arising out of or in any way related to this Broker Agreement, the access to and use of the Broker Services and materials or any products or Broker Services purchased from Broker shall not exceed the amount you have paid to us in connection with the event giving rise to such liability or, if nothing was paid, EUR 100.

- 36.5 None of the Service Providers will be liable for non-performance of the Broker Services or breach of this Broker Agreement where it is caused by force majeure (for example war, riot, force of nature, strike, pandemic, unavailability of IT-systems, unavailability of communication services, power outage, cyberattack), acts of public authorities or any other factor independent of you/us, provided the party in breach could not have affected the issue arising and the issue could not have been reasonably expected to have been avoided.
- 36.6 You also agree and acknowledge that our ability to provide the Broker Services through the Lightyear App is dependent on third parties continuing to provide their services in an available and uninterrupted manner. In the event that there is an interruption in their services, we may be unable to carry out our Broker Services through the Lightyear App. We shall not be responsible, and shall accept no liability, for any disruption to the services that we provide under this Broker Agreement that are caused due to the unavailability of the services provided by such third parties.
- 36.7 The losses, costs and expenses, including but not limited to reasonable legal fees and expenses, incurred and payable or paid by Broker in the collection of or enforcement of an obligation outstanding and/or any unpaid fees or other payments relating to your Broker Account with Broker or defence of any matter arising out of your transactions, shall be payable to Broker by you.

37. TERMINATION

- 37.1 This Broker Agreement is of unlimited duration and shall remain in full force and effect unless terminated in accordance with the provisions of this section.
- 37.2 You may terminate your Broker Account at any time and for any reason by giving us notice via email at support@lightyear.com.
- 37.3 Upon termination of your Broker Account, you are required to submit Orders to close any Positions in 30 calendar days and funds will be transferred to your Broker Account and then paid out to you. If you fail to close any Positions within 30 days, we will have the right to submit orders on your behalf to close those Positions. You will not be able to transfer any open Positions to another platform.
- 37.4 Broker may terminate this Broker Agreement at any time by giving you at least 30 calendar days' written notice of such termination.
- 37.5 Broker may also immediately terminate this Broker Agreement, which will result in action being taken to close out Positions, if any the following circumstances occur:

- 37.5.1 you have breached this Broker Agreement;
 - 37.5.2 your account is suspended as provided in section 32;
 - 37.5.3 you are declared or it is acknowledged that you are insolvent or upon the filing of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency or relief from your creditors;
 - 37.5.4 it has been 365 calendar days since you last logged in to the Lightyear App.
- 37.6 When your Broker Account is closed, we retain your information and related documents to the extent and time necessary to maintain the Services and to comply with the Applicable Law.

38. RELEVANT LAWS

- 38.1.1 This Broker Agreement and any non-contractual obligations arising out of or in connection with them, and all Transactions will be governed by and construed in accordance with Estonian law. The laws of other countries applicable to the Instruments, the Third Party Broker or the Custodian and their services may affect and be also applicable to individual Transactions and safekeeping of Individual Instruments.
- 38.1.2 Without prejudice to any rights you may have to refer a complaint to the authorities, as set out in "If you have a complaint" clause above, the courts of Estonia have exclusive jurisdiction to settle any dispute arising in connection with this Broker Agreement and for such purposes we and you irrevocably submit to the jurisdiction of the Estonian courts.

39. ENTIRE AGREEMENT

- 39.1 This Broker Agreement constitutes the entire Broker Agreement between Broker and you with respect to the Broker Services and supersedes all prior or contemporaneous oral or written communications, proposals, agreements and representations with respect to such subject matter.
- 39.2 Except as required by statute, no terms will be implied (whether by custom, usage, course of dealing or otherwise) into this Broker Agreement.
- 39.3 Each of us acknowledge that in entering into this Broker Agreement we have not relied on any express or implied representation (including any made negligently),

assurance, undertaking, collateral agreement, warranty or covenant which is not set out in this Broker Agreement.

- 39.4 In connection with the subject matter of this Broker Agreement, each of us waives all rights and remedies (including any right or remedy based on negligence) which might otherwise be available to it in respect of any express or implied representation, assurance, undertaking, collateral agreement, warranty or covenant which is not set out in this Broker Agreement.

40. GENERAL

- 40.1 If, at any time, any provision of this Broker Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Broker Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 40.2 No person other than you or us shall be entitled to enforce any of the provisions in this Broker Agreement in any circumstances.
- 40.3 Any failure by us (whether continued or not) to insist upon strict compliance with any of the terms in this Broker Agreement shall not constitute nor be deemed to constitute a waiver by us of any of our or their rights or remedies.
- 40.4 Nothing in this Broker Agreement is intended to or will be used to establish any partnership or joint venture between the parties, nor authorise any party to make any commitments for or on behalf of any other party.
- 40.5 If you have breached this Broker Agreement and we don't enforce our rights, or we delay enforcing them, this will not prevent us from enforcing those or any other rights at a later date.

SCHEDULE 2: DEFINITIONS

Throughout this Agreement and Broker Agreement, we use certain capitalised terms that have the following specific meanings.

Definitions:

Agreement	These Lightyear Financial Limited Business Terms of Service and its Schedules, as amended from time to time and made available in Lightyear App and our website
Account	This business account maintained with us in your name through which you will submit Orders via the Lightyear App and can use the Services as well as Broker Services
Applicable Law	Means any and all applicable laws, legislation, by-laws, decisions, notices, statutes, orders, rules (including any rules or decisions of court), regulations, directives, edicts, schemes, warrants, local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, voluntary codes, other instruments made or to be made under any statute and codes of conduct and mandatory guidelines (including in all cases those that relate to audit, accounting or financial reporting) and which have legal effect, whether local, national, international or otherwise existing from time to time, together with any similar instrument having legal effect in the relevant circumstances, and shall include, for the avoidance of doubt, anti-money laundering requirements
Beneficial Owner	Means the actual beneficial owner of the company for which the Account is created. Beneficial Owner is someone, who exerts the actual control over the company, either through direct or indirect ownership, other means, or for whose interests and benefit the company functions. Beneficial Owner is always a physical (natural) person
Complex Instrument	An Instrument, which is not a Non-complex Instrument
Custodian	A legal entity that offers to Broker the safekeeping, registration and settlement of Instruments and other services associated with Instruments
Director	Legal representative of the company for which the Account is created
Broker	Lightyear Europe AS
Broker Agreement	These Lightyear Europe AS Terms of Service and its Schedules, as

	amended from time to time and made available in Lightyear App and our website
Broker Account	Accounts that Broker uses to hold your Instruments and your funds. Those are omnibus or nominee accounts to hold Instruments of Broker customers and dedicated client money accounts to transfer and hold Broker customers funds. No individual accounts are opened for customers but should the Broker Agreement refer to your Broker Account, this means the balance of Instruments and funds held with the Broker, which is also reflected in your Lightyear Account
Broker Service Provider	Broker and the officers, directors, agents, partners, employees, licensors, distributors, and representatives of Broker
Broker Services	Means the services that the Broker provides you under Broker Agreement which are set out in clause 8.1 of the Broker Agreement
Eastern Standard Time	The standard time in a zone including the eastern states of the United States of America and parts of Canada
EFSA	The Estonian Financial Supervision Authority
High-risk Industries	Industries that are associated with heightened fraud, money laundering, terrorist financing or other risks, which exceed Lightyear’s risk tolerance. Lightyear maintains a non-exhaustive list of high-risk industries, which are available here: https://lightyear.com/eu/documents
FCA	The Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN
FCA Rules	The FCA Handbook of Rules and Guidance
Important Information	The information that we have disclosed to you in Lightyear App and our website, including the Risk Disclosure and Order Handling and Best Execution Policy
Lightyear	Lightyear Financial Limited
Lightyear App, App	This is our mobile application through which we will provide to you with the Services, as well the web application, taking into consideration the limitations of its functionality set out in section 6.4 of the Agreement
Instruments	These are the financial instruments available via the Lightyear App for which you may submit Orders.
Licensed Work	As defined in clause 34.1 of the Agreement and 33.1 of the Broker Agreement

Limit Order	An Order to buy or sell an Instrument (e.g. whole share) at a specified price or better than the specified price. A Limit Order to buy an Instrument will be executed at the specified price or lower than the specified price. A sell Limit Orders will be executed at the specified price or higher than the specified price. There is a possibility that the Order may not be executed at all. We accept no liability for losses arising from this. By choosing to use Lightyear’s Limit Order service you agree that we will not disclose or publish details of your unexecuted limit orders
Market Order	An Order to buy or sell a specified number of Instruments immediately during Market Hours at the best available price at that point in time We may automatically convert market buy orders into limit orders with a 5% collar to help cushion against any significant upward price movements, where it is able to do so
Market Hours	The Market Hours are hours when the trading venues of Instruments made available via Lightyear App are open. For US Instruments, this is 9:30am to 4pm Eastern Standard Time
Non-complex instrument	A non-complex instrument pursuant to Applicable Law
Order	As defined in clause 11.1 of the Agreement and section 10.1 of the Broker Agreement, this is an instruction from you via the Lightyear App to buy or sell an Instrument or Instruments
Order Handling Policy	Lightyear Financial Limited and Lightyear Europe AS Order Handling and Best execution Policy available in Lightyear App and our website
OTC	Over-the-counter transaction means a transaction that is not executed on a trading venue
Personal Account	Personal account of the Beneficial Owner and the Director, which is a pre-requisite to creating an Account
Positions	Your positions in the Instruments that you hold as a result of the Orders that you have submitted via the Lightyear App which have been executed
Professional Client	A professional client pursuant to Applicable Law
Retail Client	A retail client pursuant to Applicable Law, who is not a Professional Client
Repeat Order	A Market Order to buy an Instrument regularly over a time period chosen

	by you. Repeat Orders are always Market Orders and are hence subject to same limitations and terms
Risk Disclosure	Lightyear and Broker Risk Disclosure, which is available at our website and in Lightyear App
Securities Market Act	The Estonian Securities Market Act, as amended or re-enacted from time to time
Service Provider	Lightyear and the officers, directors, agents, partners, employees, licensors, distributors, and representatives of Lightyear
Services	Means the services that Lightyear provides to you under this Agreement which are set out in clause 9.1
Stop Order	An Order to buy or sell an Instrument at the market price once the Instrument has traded at or through a specified price that is not yet available in the market when the Order is originally placed. Once the Instrument reaches the stop price, the Order becomes a traditional Market Order and is filled at the next available market price. If the Instrument fails to reach the stop price, the Order is not executed. A Stop Order does not guarantee the Order will be filled at a certain price after it is converted to a Market Order We accept no liability for losses arising from this. By choosing to use Lightyear’s Stop Order service you agree that we will not disclose or publish details of your unexecuted stop orders
Third Party Broker	A legal entity that executes the Orders or transmits Orders received from Broker or another Third Party for execution
Third Party Partner	means a counterparty for the Transaction with an OTC Instrument (such as an unit of MMF), such counterparty can for example be an issuer or distributor or an OTC Instrument.
Transaction	A funding of your account, a currency conversion, or a buy or sell Order that has been executed
you or your	means you, the legal entity for which the Account is created

SCHEDULE 3: RISK DISCLOSURE

Lightyear Financial Ltd and Lightyear Europe AS Risk Disclosure

Version 2.2

These Terms of Service apply from 31 of January 2024.

1. Background

This document describes risks associated with investing both in connection to Lightyear Financial Limited and Lightyear Europe AS.

Lightyear Financial Limited ("Lightyear") (firm reference number: 955739) is an appointed representative of RiskSave Technologies Ltd, a firm authorised and regulated by the Financial Conduct Authority ("**FCA**"), under firm reference number 775330. Lightyear company registration number is 12925823 and the registered office is at 256–260 Old Street, London EC1V 9DD, United Kingdom.

Lightyear Europe AS ("**Broker**") is a private limited company incorporated in Estonia (company registration number 16235024) with its registered address at Tallinn, Volta 1, Estonia and is authorised and regulated by the Estonian Financial Supervision Authority ("**EFSA**") as an investment firm.

Lightyear and Broker shall both jointly be referred to as "**we**" or "**us**".

Unless specified otherwise, all definitions are adopted from the Lightyear Agreement and Broker Agreement which are available [here](#).

Lightyear provides investment services to our customers (the "**Customers**", "**you**" or "**your**") by transmitting Orders to the Broker for execution (or onward transmission to Third Party Broker for execution).

2. Purpose

We have provided Customers and potential Customers with a general description of the nature and risks of Instruments.

It is very important you understand the relevant risks before you invest in any Instruments and place any Orders via the Lightyear App. You should refrain from placing such Orders unless you fully understand all such risks and have independently determined that a Transaction is appropriate for you. You may wish to seek advice from independent professional accounting, financial, investment, legal, regulatory, tax, and / or other advisors before placing an Order.

This risk disclosure does not purport to disclose all risks or other considerations relevant to your Order. Rather, it contains a general description of the nature and typical risks of Instruments which you find when placing an Order via the Lightyear App, but is by no means exhaustive.

The below summarises the key general risks in respect of the Instruments. More detailed risk disclosure in respect of each specific Instrument may be found in any associated product documentation, such as prospectuses, term sheets, offering circulars or memoranda, brochures, instrument documentation and terms, and key information documents and guides.

It is important that you read in full all relevant documentation provided by Lightyear and Broker and any other party to a transaction so that you understand how the relevant financial instrument works and the full risk profile of the transaction and, therefore, are able to decide whether or not you are prepared to accept the risks and the possible consequences of investing in the Instrument before proceeding with your investment.

You should be aware that all trading in financial instruments contains an element of risk. The value of your investments can go down as well as up, so you could get back less than you invested, or in some cases, you may lose your entire investment. Past performance also is not an indication of future performance for an Instrument.

Before buying or selling any Instruments, you should ensure that you have adequate financial resources and the ability to bear losses which may arise as a result. You should not rely on being able to generate profits for any purpose (such as the repayment of debts) and should not enter into any borrowing arrangements to fund your purchases of any Instruments via the Lightyear App.

3. No Advice

We provide a non-advised order transmission and execution service in shares and other Instruments. This means we will (subject to our Lightyear Agreement and Broker Agreement) execute your Orders without investigating or advising on the suitability or otherwise of the investment or your Orders.

As we do not provide or offer any investment or other advice, including advice on the suitability of any particular investment or investment strategy you do not benefit from the protection of relevant rules on assessing suitability.

We may from time to time publish general or specific information or commentary on the Lightyear App, our website, in the general press, through communications with you, or otherwise. You agree this information is not, and should not be interpreted as, advice, and any decision to submit Orders is made solely by you.

When you provide an Order to us through the Lightyear App, we will assume that you have considered the risks associated with any particular Instrument and deem it suitable or appropriate for your individual circumstances or needs. We also assume you have taken independent professional advice where necessary.

You agree that by using the Lightyear App, you are responsible for your own investment decisions and have sufficient knowledge and experience to make those decisions, understanding the risks associated with making investments and have taken professional advice where appropriate to make those decisions.

You agree that neither Lightyear, Broker, nor its staff will have any liability of whatever nature arising from any loss arising from your investment that you make through the Lightyear App.

4. General risks of investing

Risk of investing in shares

Share Instruments represent ownership in a company. You may benefit from rights associated with being a shareholder of a company. Value of a share might appreciate, shareholders might receive dividends or similar accruals, etc., although none of this is guaranteed. Shares in a company can also decrease in value or become valueless in case of an insolvency. Shareholders are usually the last ones to receive payments from an insolvency, if any payments shall be received at all. Therefore, it is important to understand

that by investing in a company's shares you are subject to concentrated risk relating to that company.

Risks of investing fractional shares

Fractional shares constitute a fraction of a single share in a company. This means that fractional shares are subject to the same risks as shares. In addition to that, certain ownership rights regarding fractional shares can be subject to a rounding risk (see below for further details on rounding risk). Fractional shares represent claims on the custodian who has undertaken the fractionalisation of the fractional shares. As such, fractional shares are not generally transferrable and in order to realise any value they represent you are obliged to sell them through the Lightyear app.

Risk of investing in exchange traded products

Exchange traded products ("ETP"), such as exchange traded funds ("ETFs") or exchange traded commodities ("ETCs") usually hold a diversified pool of assets (but not always), such as shares, bonds or commodities. Generally, they track the performance of a benchmark or financial index and the value of the ETP will move accordingly.

ETP's are subject to the same risks as underlying assets and therefore can be subject to market risk and also other risks described below. For example, if an ETF consists of shares in companies that all operate in the same industry, the ETF shall have similar risks as that industry. Economical contraction in the mentioned industry can therefore bring out a sharp decline in the ETF's market capitalisation and value. Similarly, for example ETCs that are based on precious metals are affected by risks subject to those precious metals.

ETPs attempt to track a benchmark but due to a number of factors (such as fees, transaction costs or sampling error) they usually deviate to some extent from this benchmark. When investing in ETPs there can be no guarantee that you will receive the performance of that benchmark.

Risk of investing in depositary receipts

Depositary receipt Instruments allow you to hold shares in a foreign public company. By holding a depositary receipt, you do not hold a share in a company but a receipt issued by a local financial institution who through foreign custodian holds the shares. Such depositary receipts are subject to the same risks as shares but can have an increased amount of

political and legal/regulatory risks associated with it, subject to foreign company's legal and political environment.

Risk of investing in money-market funds

Money-market funds ("MMFs") allow you to invest money in cash or cash equivalents, such as short term loans to different governments or corporations that pay a fixed rate of interest. Such loans are generally not longer than six months but in certain circumstances may be as long as one year as well. MMFs are generally subject to interest rate risk (interest rate fluctuations affect the instruments that the MMF invests in and therefore also the value of MMF units), counterparty risk (insolvency of any institutions providing services such as safekeeping of assets or other, may expose MMF to financial loss) and credit risk (the issuer of the assets held within the fund may not pay income or repay capital to the MMF when due).

5. Risk factors

The following risk factors should be taken into account before placing an Order:

Insolvency Risk

Where you have invested in an Instrument issued or related to a certain entity, the insolvency of that entity will likely expose you to financial loss.

Instruments such as ordinary shares in respect of an issuer will typically rank the lowest of all credit obligations owed by that issuer. As a result, you will be at risk of losing all of your initial investment should the issuer become insolvent.

Where the Broker, Third Party Partner and/or the Custodian begins insolvency proceedings, this may result in your Positions being liquidated without your consent or them being transferred to another broker or custodian. In this case, Lightyear will seek to provide you with information relating to the treatment of your Positions but there is a risk that you could lose value in your investments.

Political Risk

Political or economic stability of an Instrument issuer's country of registration or establishment can affect that Instrument, including its value, associated legal rights or other properties. For example, sudden and/or radical changes in the legislative or economic environment, social or political crisis are considered to be political risks. Materialisation of political risks can cause you to lose partially or entirely investments made in Instruments that are affected by such risks.

Market Risk

The value of a particular Instrument may fluctuate according to changes in the market within which the Instrument is situated. Market events, investor perception, and the ability to deal in the relevant Instrument may create a positive or negative impact on the investment's price. For example, securities listed in the US may be subject to market trends located in the US, and may therefore be unfamiliar or unforeseen by you.

In times of market volatility, the price of an Instrument may change significantly and unexpectedly and it may become more difficult to purchase or sell and / or you may see the price of an Instrument increase or decrease when executed compared to the price quoted at the time an Order was submitted.

You have sole responsibility for monitoring the value of your Positions and should check the Lightyear App regularly on an ongoing basis to monitor your Positions.

Liquidity Risk

The liquidity of an Instrument is directly affected by the supply and demand for that Instrument and also indirectly by other factors, including market disruptions (for example a disruption on the relevant exchange) or infrastructure issues, such as a lack of sophistication or disruption in the securities settlement process. Under certain trading conditions it may be difficult or impossible to liquidate or acquire a Position. This may occur, for example, at times of rapid price movement if the price rises or falls to such an extent that under the rules of the relevant exchange trading is suspended or restricted.

In normal circumstances, fractions of shares should have the same liquidity as that of the associated whole share. However, in times of market stress this may not be the case and fractions of shares may be less liquid than the corresponding whole share.

If you decide to close your Account:

- all Positions shall be sold which may result in commission being charged; and
- you cannot transfer Positions to any other broker (in relation to both fractional shares and "full" shares), except where the Broker, Third Party Partner and/or Custodian has become insolvent and such transfer is being allowed in the insolvency proceedings.

Inflation Risk

Inflation is a measure of the rate of rising goods and services in an economy. Increases in inflation are typical in most markets, however the rate of increase may have detrimental effects on your investment. Inflation rates may accelerate due to a number of factors, such

as changes in production costs, availability of raw materials, and the average price of employee wages. A rising rate in inflation may reduce the real value of an investment over time. The rate of return on a particular Instrument may become lower than the rate of inflation, leading to losses that you would otherwise not have incurred had they invested in another Instrument whose value kept pace with the rate in inflation.

Instrument rights-related risk

Certain Instruments may give the holder rights, for example, to vote at an annual general meeting or receive a dividend payment from the issuer. These rights may be subject to change and you should not assume you will be able to exercise these rights. The payment of a dividend is subject to certain conditions, such as the availability of distributable profits by the issuer, and therefore cannot be guaranteed.

Securities' safekeeping/Custodian Risk

Lightyear and Broker undertake a process of thorough due diligence when selecting parties that will provide Instruments' custody, registration and/or settlement services to our Customers. Nonetheless, the effectiveness of the separation of the Instruments of the Customers kept on omnibus or nominee accounts in the Custodian from the Instruments and other assets of the Custodian may not, due to deficiencies in legal regulation and/or absence of a respective court practice, be effectively implemented in certain states or regions in the event of a possible bankruptcy of the Custodian. Proceeding from the above, there is a risk that in the event of bankruptcy of the Custodian the Customer will suffer losses due to a loss or withholding of the Instruments kept on the omnibus or nominee accounts opened in the relevant Custodian.

Operational Risk

Operational risk, such as breakdowns or malfunctioning of essential systems and controls, including IT systems, can impact on all financial products. Business risk, especially the risk that the business is run incompetently or poorly, could also impact on investors in such a business. Personnel and organisational changes can severely affect such risks and, in general, operational risk may not be apparent from outside the organisation. Such operational risks can materialise for Lightyear, Broker and business partners of Lightyear.

Currency Risk

In respect of any foreign exchange transactions in securities that are denominated in a foreign currency, a movement in exchange rates may have a favourable or an unfavourable effect on the gain or loss connected to your trading in such instruments.

Fraud Risk

Whilst many markets and jurisdictions impose and maintain robust anti-fraud, anti-bribery and anti-corruption regimes and controls, fraud and financial crime continues to exist in many new and innovative guises. Serious organised and highly sophisticated criminals may impersonate financial counterparties or their products, promoting the investment in that product and potentially leading to the complete loss associated with an investment. In severe cases, fraud risk may also result in a loss of data, whether personal or otherwise. It cannot always be guaranteed that losses arising as a result of fraudulent activity will be recoverable.

Third Party Risk

In respect of certain Instruments, the settlement, perfection, transfer, or realisation of that Instrument may depend on or require some action, performance or consent from a third party. For example, trustees, custodians, agents, clearing houses and exchanges may need to take some action in order for an investment to settle or for the legal right of ownership to change. As such, you shall remain subject to the risks of a failure by the relevant third party to act as required or in a timely manner.

Legal and Regulatory Risk

Instruments may be exposed to actions, changes, or developments of the law or regulation. If there is a change in law which affects an Instrument, or the manner in which it is traded or held, additional costs might be incurred or, in extreme circumstances, the Instrument may be lost. Legal changes could even result in a previously lawful and acceptable Instrument becoming unlawful.

Developments in the legal and regulatory sphere within which investors and / or issuers operate may lead to a change in the rights, obligations, remedies, and judicial (or quasi-judicial) processes available to investors in connection with an Instrument. Conflicting rules and ambiguities may lead to a higher degree of uncertainty with regards to an investor's legal position under a particular security and its ability to enforce any rights it is entitled to under that jurisdiction's legal system.

Tax Risk

A change in tax law to impose a new tax or amend an existing tax on the transfer or holding of an Instrument could result in costs being incurred when selling the Instrument and could have a significant impact on that investment's profitability. In some jurisdictions, the tax treatment of particular Instruments, issuers or investors can be highly complex and subject to increased volatility and change. As a result, there may be a high degree of uncertainty

and unpredictability in respect of the tax position of a particular Instrument, or whether it is even possible or practicable to reclaim a tax return on an investment you are legally entitled to.

Your own tax position will depend on your personal tax status and the tax rules which apply specifically to you. You shall be solely responsible for determining the tax impact of your trading and should consult a tax professional if you are unsure and / or have any questions. As mentioned above in section 3, we do not provide any tax advice.

Rounding Risk

In connection to a corporate action, including but not limited to dividend, interest payments, splits and reverse splits of Instruments, etc., the amount of Instruments or money provided to you may be rounded down and therefore reduced due to rounding principles. Details on Instrument or money rounding depend on the number of Instruments currently held by you, conditions laid out in corporate actions, international practices and other details.

Exchange Risk

In respect of securities that are listed or traded on a public exchange, the ability to deal in those securities will be subject to the terms, conditions, rules, and procedures applicable to that exchange or clearing house.

In certain circumstances, it may be more difficult to acquire or sell an Instrument as a result of changes or decisions at the exchange level. For example, at times of rapid volatility and price movements, the relevant exchange may take the decision to temporarily block, restrict, or suspend dealings in that product. This may result in you being unable to liquidate your Position at a particular time and for a particular price, or alternatively make it difficult or impossible to acquire an Instrument.

Counterparty and Credit Risk

Counterparty or credit risk arises if a party connected to certain Instruments is unable to meet its obligations. Credit risk may for example occur when a party who issued the assets (such as MMFs) defaults on its obligations to make the contractual payments. Counterparty risk may for example occur when a party to a transaction (such as an issuer or a custodian of the Instrument) becomes insolvent and liquidates its positions in an Instrument, leading to a potential loss of capital.