

USER AGREEMENT

This document shall be a public offer of NEOETF Management Partner S.à r.l. which provides access to the trading platform to carry out transactions in the Personal Account, to any capable individual, i.e. who has reached the age of 18 (except for stateless persons, as well as citizens of countries in which the Company does not provide the specified service).

Date of last update: 01.03.2022.

1. INTRODUCTION

1.1. This User Agreement (hereinafter referred to as the Agreement) is prepared in the form of an electronic document that does not require signing.

1.2. Unconditional acceptance by the User of the terms of this Agreement shall be considered the performance of the following actions by the User:

- ✓ Familiarization with the text of the Agreement;
- ✓ Familiarization with the provisions of other internal documents posted on the Website;
- ✓ Expressions of consent to the provisions of this Agreement in accordance with the terms of the Agreement;
- ✓ Other actions of the Client: passing the verification procedure, making an advance payment, using additional services, etc.

1.3. From the time the Company receives the Client's advance payment, each operation performed by the Client in the Personal Account or in the trading platform shall become the subject of this Agreement.

1.4. The Client, having access to the trading platform, shall bear full and direct responsibility for the fulfillment of any of his obligations for the transactions performed in the Personal Account or in the trading platform. The Company believes that any individual who registered on the Website and providing information about himself, shall act on his own behalf, regardless of whether this person is identified or not.

2. TERMS AND DEFINITIONS

Personal account - the Client's account in the Database of NEOETF Management Partner S.à r.l. containing the Client's personal data, login, password, as well as other information determined by the Company and (or) partner companies. This is a protected area designed to support his accounts, maintain a register of transactions and information support for the Client's work.

Client Balance - the aggregate financial result of all full completed transactions and operations of depositing / withdrawing funds from the trading account.

Website – The Company's website www.neoetf.lu

Client's external account – the bank and/or digital account of the Client, including one opened by the Payment Service Provider which is a partner company of the Company.

Inquiry - the Client's instruction to the Company to receive a quote. The application shall not be an obligation of the Client to complete the transaction.

Money transfer - crediting to the Client's Account of funds transferred by the Client and credited to the Company's Account.

Withdrawal application - an order sent through the Client's Personal Account from the Company's website, the purpose of which is to withdraw funds from the Client's Account and withdraw them to the Client's External Account specified in the order.

Client account – any account opened by the Client with the Company: personal, trading accounts and other types of accounts.

Client terminal - software or third-party application that connects to the appropriate server. Through the client terminal, the Client can receive information about trading in financial markets (in the amount

determined by the Company) in real time, conduct technical analysis of the markets, perform trading operations, place / modify / delete orders, and also receive messages from the Company.

Quotation - information about the current course of the instrument.

Rate - the unit value of the base currency expressed in the quotation currency.

Non-trading operation - the operation of depositing funds to the Client's Account, withdrawing funds from the Client's Account or granting (returning) a Credit.

Open positions - means the aggregate market risk arising from the purchase / sale of financial instruments in accordance with the Client's orders and existing all the time until the subsequent closure of these market transactions / risks by reverse transactions.

Written notice - an electronic document (including faxes, e-mail, internal mail of the client terminal, etc.), an announcement on the Company's website.

Business day – a business day from Monday to Friday.

Server - all programs and technical means that are used to execute the Client orders and provide trading information in real time (the content of information shall be determined by the Company), taking into account the mutual obligations between the Client and the Company in accordance with this Agreement.

“Personal Account” Service - a service provided to the Client who has a personal account on the Company's website, and is designed to identify the Client, record orders for transactions, as well as post information of a reference nature and work with accounts.

Debit - debiting funds from the Client's Account and transferring them according to the Client's bank details specified by the Client in the “Application for withdrawal of funds”.

Company account - bank and / or digital account of the Company /

Trading platform - all programs and technical means that provide quotes in real time, allow you to place / modify / execute orders and calculate all mutual obligations between the Client and the Company.

Trading account - a unique personalized register of transactions in the trading platform which reflects full completed transactions, open positions, non-trading operations and orders.

Emergency situation - inconsistency of the Company's conditions with the conditions of the counterparty, the current market situation, the capabilities of the Company's software or hardware, and other situations that cannot be foreseen.

3. SUBJECT OF THE AGREEMENT

3.1. The Company shall provide a service for transactions in the Personal Account and access to the trading platform on the terms of this public offer subject to the Client's fulfillment of obligations under this Agreement. The Company shall also provide services on the basis of addenda through an online service that allows Clients to place orders, orders, conclude and carry out transactions with financial and other instruments through the Company.

3.2. The Company shall carry out the execution of the Client's trading operations. The Company can execute the Client's order even though such a trading operation may be unsuitable for this Client. The Company shall not be obliged to make attempts to execute the Client's order at quotes, rates more favorable than those offered to the Client through the trading platform.

3.3. The Client shall not be entitled to refer to analytical and (or) statistical data, articles, other information posted on the Service website that are not recommendations of the Company and (or) partner companies when performing any operations. Likewise, the Company shall not be responsible for the losses incurred by the Client, expenses, losses as a result of transactions made using the services of the Site.

3.4. The Company, at its sole discretion, may provide information and advice to the Client, but in this case, it will not bear any responsibility for the consequences and profitability of such advice for the Client. The Client shall acknowledge that, in the absence of fraud, willful default or gross negligence, the

Company shall not be responsible for any losses, expenses, costs and damages of the Client resulting from the inaccuracy of the information provided to the Client, including but not limited to information about trading operations of the Client. While retaining the right of the Company to cancel or close any position of the Client under certain conditions described in this Agreement, all operations performed by the Client due to such inaccurate information or error, nevertheless, shall remain in force and shall be binding on both the Client and the Company.

3.5. Within the framework of trading operations, there shall be no physical delivery of the currency of other financial instruments. Profits or losses on trading operations shall be credited / debited from the balance of the Client's trading account immediately after the position is closed.

3.6. The Company shall not provide service in the following countries: USA, Afghanistan, Iraq, Syria, Iran and North Korea.

4. POLICY REGARDING CONFLICTS OF INTEREST

4.1. The Company, partner companies or any of its other affiliates may have material benefit, legal relationship or agreement in relation to any operation in the Personal Account or in the trading platform, or material benefit, legal relationship or agreement that conflicts with the interests of the Client. As an example, the Company may:

- act as a principal in relation to any instrument and in its own account by selling or buying the instrument from the Client;
- offer another client of the Company as a counterparty for a trading operation;
- buy or sell an instrument that the Company has recommended to the Client;
- make recommendations and provide services to its partners or other clients of the Company on the instruments or underlying assets in which they are interested, even though this conflicts with the interests of the Client.

4.2. The Client shall agree and grant the Company the authority to act in relation to the Client and for the Client as the Company considers appropriate, regardless of a possible conflict of interest or the existence of any material interest in relation to any operation in the Personal Account or in the trading platform, without prior notice to the Client. The presence of a conflict of interest or material benefit in relation to any operation in the Personal Account or in the trading platform should not affect the servicing of the Client by the Company's employees.

5. OPENING A TRADING ACCOUNT

5.1. The basis for opening a trading account shall be the filling in of the appropriate form by the Client on the Company's Website.

5.2. The Company shall be entitled, at its sole discretion, to accept or reject the Client depending on the completeness of the data provided by the Client.

5.3. The Company shall have the right to refuse the Client to open and maintain a trading account if the information specified in the registration form is false.

6. PAYMENTS

6.1. The Client can transfer funds to the Client's account at any time.

6.2. The Client is solely responsible for the correctness of payments and transfers made by him. If the bank details of the Company are changed, since publication of new details in the Personal Account, the Client shall be solely responsible for payments made using outdated details.

7. CLIENT'S CASH AND INTERESTS

7.1. The Client's funds shall be kept in the accounts of the Company, including segregated accounts opened in the name of the Company for keeping clients' funds separately from the Company's funds.

7.2. The Client shall acknowledge and agree that the Company will not pay the Client interest on the funds deposited in the Client's accounts.

8. POLICY OF DEPOSIT / WITHDRAWAL OF FUNDS

8.1. The amount of the Client's account balance shall be the amount of the Company's financial obligations to the Client at a specific point in time, unless otherwise stipulated by the terms of addenda.

8.2. An application for withdrawal of funds must be completed by the Client in the electronic form provided by the internal interface of the Personal Account. After the creation of the Client's application, the amount withdrawn shall not be deducted from the balance of his account until the direct payment. The Client should familiarize with the Company's tariffs before submitting an application. Payments on applications prepared by the Client shall not be subject to return and appeal.

8.3. To replenish the account in the Personal Account, the Client shall use the internal interface of the Personal Account.

8.4. The Client shall agree that in the event of a software failure, delays in crediting funds to the trading account may occur.

8.5. The Client shall agree to pay all commissions, additional expenses (if necessary), including taxes, duties, etc.

8.6. The Company and the Payment Service Provider shall ensure only the payment in the amount indicated by the Client and shall not be responsible for the payment of the above-mentioned additional amounts by the Client.

8.7. After clicking the "Pay" button and confirming the payment, it is considered that the payment has been processed and executed irrevocably.

8.8. By clicking the "Pay" button and confirming the payment, the Client shall agree that:

- by placing an application for depositing funds, the Client confirms the payment and accepts the provisions of this Agreement;
- understands all the risks related to the use of this service and accepts them;
- will not be able to revoke the payment or demand its revocation;
- the Client has reached or has already exceeded the age of majority;
- understands and accepts that the processing of the Client's payment is carried out by the payment service provider.

8.9. The Company and the Payment Service Provider shall not be responsible for the refusal related to the failure to receive permission from the bank to make a payment using the payment card or the Client's account.

8.10. In the event of a situation related to the Customer's disagreement with the above conditions and / or other reasons, the Company shall ask the Customer to promptly refuse to make the payment and, if necessary, contact the Company's customer support department using the contacts posted on the Site.

8.11. If the Client clearly intends to use the account to carry out exchange transactions between payment systems, the Company may reject the application for withdrawing foreign currency funds from the account.

8.12. Replenishment of an account using bank cards, third party accounts is prohibited.

8.13. Information on the methods of depositing / withdrawing funds is available on the Site. The Client shall assume all risks related to the use of payment systems, since not all payment systems are partners of the Company. The Company shall not be responsible for the delay and / or non-receipt of funds on the balance of the Client's account due to the fault of the payment system. In the event of any claims from the Client regarding the correct operation of payment systems, the Client should contact the support service of such a payment system. The Client shall be obliged to notify about cases of such appeals.

8.14. The Company shall not be responsible for the actions of third parties carrying out intermediary activities in the course of Clients' deposit / withdrawal operations. When the Client conducts operations for depositing funds, the financial responsibility of the Company shall begin from the time the Client's

funds are received into the bank account of the Company and / or to the account of the Company in the payment systems posted on the Company's Website.

8.15. In case of revealing signs of fraud in the implementation of financial transactions after funds are credited to the balance of the Client's account, the Company shall be entitled to cancel this transaction and freeze the Client's account. When the Clients carry out operations to withdraw funds, the financial responsibility of the Company shall terminate at the time of debiting funds from the bank account of the Company and / or from the account of the Company in the payment systems posted on the Company's Website.

8.16. Withdrawal of funds from the Client's account shall be carried out only according to the data that was specified by the Client when depositing funds.

8.17. The Client shall have the right to withdraw funds from the trading account only subject to the complete verification of the Personal Account. In order to verify the account the Company shall have the right to demand from the Client identifying documents described in the Privacy Policy and AML Policy of the Company.

8.18. The Client shall agree that the application for withdrawal of funds may be rejected and the funds will be returned to the Client's account if, after the Company's request for information that identifies the Client (a copy of the client's identity document, a copy of the bank card used by the client, or other documents required by the Company based on the AML Policy), the Client did not provide the requested information.

8.19. The Client shall be fully responsible for the accuracy and reliability of the data specified in the withdrawal application.

8.20. In cases where the Company's security service suspects the Client of fraudulent actions or deception, the Company shall have the right to block the client's account without prior warning and without the possibility of further withdrawal of funds.

8.21. If there is no trading or other activity on the Client's account for six (6) months, the Company shall be entitled to recognize the Client's account as inactive and transfer it to the archive with the full amount of funds on the account or to make a refund.

9. METHODS OF INTERACTION OF THE PARTIES

9.1. The Client shall be obliged to give orders to open / close positions only through the client terminal.

9.2. By accepting the terms of this Agreement, the Client shall also agree that he will receive letters and mailings from the Company to his personal e-mail specified in the Personal Account.

9.3. If a situation arises when the Client believes that the Company has violated the terms of this Agreement, he shall have the right to file a claim.

9.3.1. To file a claim, the Client can use the contacts posted on the Site.

9.3.2. In the event of a disputable situation, the conditions for the resolution of which are not described herein, the final decision on the claim shall be made by the Company based on generally accepted market practice and legal ethics.

10. EXECUTION OF TRADING ORDERS

10.1. The time for processing of client orders shall not be a fixed value and shall depend on the market conditions and the time for processing of orders on the side of the Company's counterparties.

10.2. The Client must independently familiarize with the instructions for working with the trading platform and the procedures for generating orders, opening positions, etc.

10.3. When a client's order for opening a position is received on the server, the trading account is checked for Free Margin. If the required amount of the initial margin and / or hedging margin for the opened position exceeds the amount of the Free Margin on the trading account, the order to open the position will be rejected.

11. EVENTS OF DEFAULT

11.1. Each of the following events shall be a default event:

- the Client's failure to pay for any obligation under this Agreement;
- the Client's failure to fulfill any obligation in relation to the Company;
- the inability of the Client to pay his debt when the payment is due;
- death of the Client or recognition of the Client as legally incompetent;
- any other circumstances when the Company reasonably believes that it is necessary or desirable to take measures in accordance with paragraph 11.2.

11.2. In the event of a default, the Company shall have the right, at its sole discretion, at any time, without prior written notice to the Client, to take the following actions:

- closing all or any open position of the Client at the current quote;
- writing off the amounts that the Client owes to the Company from the Client's accounts;
- closing any account of the Client opened with the Company;
- refusing the Client to open new accounts.

12. REPRESENTATIONS AND WARRANTIES

12.1. The Client shall represent and warrant to the Company that:

12.1.1. All information provided under this Agreement on the Company's website is true, accurate and complete in all aspects;

12.1.2. the provided documents and their copies are true. The Client acknowledges the right of the Company (in case of doubt about their authenticity) to apply to the law enforcement agencies of the country that issued the document to confirm the legality of their origin;

12.1.3. The Client has the necessary powers to enter into this Agreement, make inquiries and orders, as well as fulfill his obligations in accordance with this Agreement;

12.1.4. All actions carried out under this Agreement do not violate any law, regulation, law, statutes and regulations applicable in relation to the Client or in the jurisdiction of which the Client is a resident, or any other agreement, the terms of which the Client is bound by, or which affects any Client assets;

12.1.5. all trading systems used by the Client are not aimed at exploiting possible vulnerabilities in the Company's software.

12.1.6. The Client provides the Company with protection from the occurrence of various kinds of obligations, expenses, claims, damage that may arise both directly and indirectly due to the Client's inability to fulfill his obligations under this Agreement.

12.1.7. The Client does not transfer passwords from the Trading Platform and Personal Account to third parties and undertakes to ensure their safety and confidentiality. All actions taken in relation to the execution of this Agreement and / or using a login and password are considered to have been carried out by this Client. The Company is not responsible for unauthorized use of registration data by third parties.

12.2. The Company shall have the right to recognize any position of the Client as invalid or close one or more positions of the Client at the current price at any time, at its sole discretion, in case of violation of paragraph 12.1.6 hereof by the Client.

13 GOVERNING LAW AND JURISDICTION

13.1. This Agreement shall be governed by the Laws of the country where the Company is registered. The Client unconditionally shall:

13.1.1. agree that the courts of the country of registration of the Company have the right of exclusive jurisdiction which determines any procedural actions in relation to this Agreement;

13.1.2. be subject to the courts of the state in which the Company is registered;

13.1.3. waive any protest in relation to litigation in any of such courts;

13.1.4. agree never to make a claim regarding the fact that such a place of litigation is inconvenient or that it has no legal force in relation to the Client.

13.2. The Client finally and to the maximum extent permitted by the legislation of the country of registration of the Company shall waive immunity (on the basis of sovereignty or any other similar grounds) both in relation to himself and in relation to his income and assets (regardless of their use or intended use) from (a) prosecution, (b) jurisdiction of a court, (c) an injunction, order to fulfill an obligation in kind or to return property, (d) seizure of assets (before or after a judgment), and (e) execution or enforcement of any court decision made in relation to the Client, or his income, or his assets in a court of any jurisdiction. The Client finally and to the maximum extent allowed by the legislation of the country of registration of the Company, shall agree that he will not claim such immunity in any action. The Client shall agree to satisfy the requirements and orders of the court, including, but not limited to, in relation to any of the Client's assets.

14. FORCE MAJEURE CIRCUMSTANCES

14.1. The Company, having sufficient grounds for this, shall have the right to state the occurrence of force majeure circumstances (circumstances of insuperable force). The Company will take appropriate steps to inform the Client about the occurrence of force majeure circumstances. Force majeure circumstances include (but not limited to):

14.1.1. any action, event or phenomenon (including, but not limited to, any strike, riot or civil disturbance, terrorist acts, war, natural disaster, accident, fire, flood, storm, interruption of power/communication/software or electronic equipment, civil disturbances), which, in the reasonable opinion of the Company, has resulted to the destabilization of the market or the markets of one or more instruments;

14.1.2. the suspension, liquidation or closure of any market or the absence of any event on which the Company bases its quotes, or the imposition of restrictions or special or non-standard trading conditions in any market, or in relation to any such event.

14.2. If the Company has established the occurrence of a force majeure circumstance, the Company shall have the right (without prejudice to other rights of the Company in accordance with the relevant regulatory document), without prior written notice and at any time, to take any of the following steps:

14.2.1. increasing requirements;

14.2.2. closing any or all of the Client's open positions at such a price that the Company reasonably considers to be fair;

14.2.3. suspending or changing the application of one or all of the provisions of this Agreement until the presence of force majeure makes it impossible for the Company to comply with these provisions;

14.2.4. taking or, conversely, non-taking any action in relation to the Company, the Client and other clients, if the Company reasonably considers it appropriate under the circumstances.

14.3. The Company shall not be responsible for non-fulfillment (improper fulfillment) of obligations if the fulfillment was impeded by force majeure circumstances.

15. OTHER TERMS AND CONDITIONS

15.1. The Company shall have the right to suspend service to the Client at any time having sufficient grounds for this (prior notification of the Client about this is optional).

15.2. In the event of situations not described herein, the Company will act on the basis of principles of honesty and fairness and, as appropriate, in accordance with accepted market practice.

15.3. The full or partial application of any right by the Company, as well as its non-application (in accordance with this Agreement or the law) cannot serve as a reason for refusing to further use by the Company such or other rights under this Agreement or the law.

15.4. The Company shall have the right to decide on the full or partial release of the Client from liability to the Company for violations by the Client of the provisions of this Agreement during its validity period, or to make another compromise decision. In this case, all violations are accepted for consideration, regardless of how long ago they were committed, in connection with which the Company has the right to file claims against the Client at any time. The above circumstances shall not prevent the Company from exercising its other rights under this Agreement.

15.5. The rights of the Company under this Agreement shall be additional to the rights established by the legislation of the country of registration of the Company.

15.6. The Company shall have the right to transfer rights and obligations in whole or in part to a third party provided that this assignee agrees to the terms of this Agreement. Such transfer of rights and obligations shall take effect three (3) business days from the day when it is considered that the Client received such notification in accordance with this Agreement.

15.7. If any provision of this Agreement (or any part of any provision) is held unenforceable by a court of jurisdiction in which the Company is registered, then such provision will be considered as a separate part of the Agreement and this will not affect the validity of the remain part of this Agreement.

16. AMENDMENTS AND TERMINATION

The Client shall acknowledge that the Company has the right to make amendments and alterations:

16.1. in the provisions of any regulatory document at any time;

16.2. In emergencies in the market, the Client acknowledges the right of the Company to amend and alter this Agreement immediately, without prior notice.

16.3. The Client shall agree that when the Company introduces new products and services, prior notification of the Client is not required.

16.4. The Client may suspend or terminate this Agreement by sending a written notice to the Company.

16.5. The Company shall be entitled to refuse to provide the "Personal Account" service without giving reasons.

16.6. Termination of the Agreement shall not cancel the obligations on the part of the Company and on the part of the Client that have already arisen under this Agreement, including in relation to open positions or operations for withdrawing / receiving funds to the Client's account.

16.7. After the termination of this Agreement, the available funds in the Client's account calculated and payable after the closure of all open positions in the account will be transferred according to the Client's details in accordance with the request delivered/sent by the Client to the Company in accordance with the established procedures.

16.8. Upon termination of this Agreement, the Client's debt to the Company must be repaid immediately, including (but not limited to): - arrears on any payments and commissions; - any costs related to the termination of this Agreement; - any other losses and expenses in connection with the closure of a position or in connection with any other obligations of the Company arising on the initiative or through the fault of the Client. 26

16.9. In the event of the death of the Client:

- the right to demand the withdrawal of funds from the Client's trading account shall be transferred to the heirs of the corresponding queue or to the heirs by will; -the right to use the Client's trading account and the right to conduct transactions in financial markets shall not be inherited.