



# Client Agreement

03-04-2025

EliteProEdge B.V. is registered in England, UK under number 58403949. EliteProEdge is authorized and regulated by the UK financial authorities

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## **Introduction – Client Agreement**

EPE is an investment firm that provides the investment service of reception and transmission of Client Orders in relation to certain Financial Instruments. EPE performs this investment service to its Clients under this Client Agreement. The Client Agreement consists of the electronic Application Form and the Terms and Conditions, which contain a description of the services of EPE and the essential rights and obligations of the Client and EPE. The applicant becomes a Client and the conditions apply between EPE and the Client after the Client executes the electronic Application Form and the subsequent acceptance by EPE. As part of its service, EPE transmits the Orders of Clients for execution to its Executing Broker(s) who will send the Orders to the Execution Venue(s) as specified in the EPE Order Execution Policy. For the avoidance of doubt, nothing in this Client Agreement shall be deemed or construed to create any agreement between the Client and the Executing Broker(s) and/or between the Client and the Execution Venue(s).

On completion and execution of Your Application Form by ticking the “Yes, I want to become a Client and I agree to the Terms and Conditions” box in the mobile application, You:

- confirm that You agree to and read and understand these Terms and Conditions;
- agree to have read and understand the Risk Disclosure made available on the Website; and
- confirm that You agree and have read and understand the EPE Order Execution Policy made available on the Website.

Once we have accepted Your application, You will be bound by these Terms and Conditions and the EPE Order Execution Policy.

# TERMS AND CONDITIONS

## Table of contents

1	Definitions and Terminology	5
2	Client Agreement, Application Form, Terms and Conditions and Risk Disclosure	10
3	Your Tax Position	12
4	EPE Custody	12
5	Positions in money and Financial Instruments & deficit	12
6	Acceptance and Customer Classification	13
7	Services	14
8	Warnings	15
9	Client Agreement and Power of Attorney	16
10	Disclosure of Information	16
11	Trade/Account Details	16
12	Lending Financial Instruments	18
13	Corporate Actions and Shareholder Meetings	18
14	Termination and Closing Your Account – EPE Right	20
15	Cancellation and Termination - Your Right	20
16	Complaints and Disputes	21
17	Protection of Your Money (Deposit Guarantee Scheme)	21
18	Representations and Warranties	22
19	Conflicts of Interest	22
20	Data Privacy and Your Personal Data	23
21	Intellectual Property	24
22	Notices	26
23	Indemnity	27
24	Fee	27
25	Interest Compensation	27
26	Assignment	28
27	Waiver	28
28	Severance	28
29	Variation	29
30	Miscellaneous	29
31	Governing law and Jurisdiction	29
32	Signing	29

## Terms and Conditions of the Client Agreement

The Client Agreement consists of the electronic Application Form and these Terms and Conditions. The Client Agreement contains a description of the services of EPE and the essential rights and obligations of the Client and EPE.

### 1 Definitions and Terminology

<b>Account</b>	Your account(s) with EPE for investing Financial Instruments, as the case may be.
<b>Account Value</b>	The value of Your Account.
<b>Act on the Financial Supervision</b>	The Act on the Financial Supervision (Wet op het Financieel Toezicht, Wft) as amended from time to time.
<b>App</b>	The secure online password protected interactive mobile application(s) offered by EPE.
<b>Application Form</b>	The EPE application form as available in the App and on Our Website filled in by You.
<b>Client Evaluation Test</b>	The test, pursuant to MiFID II, to assess whether the investment service or Financial Instrument is appropriate for You, in which it is requested to provide information regarding Your knowledge and experience in the relevant investment field.
<b>Associated Company</b>	A company that is a group company within the meaning of article 2:24b of the United Kingdom Civil Code or an Executing Broker and/or EPE Custody.
<b>Available Cash</b>	The amount of available cash that is administered in Your Account which You can use for new Orders.
<b>Bank Account</b>	The bank account in Your name held with an EU credit institution.
<b>EPE Order Execution Policy</b>	The policy established by EPE regarding the execution of Orders: "EPE Order Execution Policy" as published on the Website.
<b>Business Day</b>	A day on which the relevant execution venue is open for trading.
<b>EPE</b>	EPE B.V.: a private limited liability company ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ) with its statutory seat in UK, the UK, registered with the Trade Register of the United Kingdom Chamber of commerce in UK under

	number 58403949. EPE B.V. is authorised as an investment firm (beleggingsonderneming) and supervised as such by the AFM.
<b>EPE Custody</b>	Stichting EPE Custody: a passive entity (a foundation, in United Kingdom: "stichting"), which has the sole purpose: holding Financial Instruments and money for Clients.
<b>"Client", "You" and "Your"</b>	A person for whom EPE has opened an Account.
<b>Client Agreement</b>	The Application Form and the Terms of Conditions.
<b>Cash Trading Account</b>	The Cash trading account at ABN AMRO Clearing Bank N.V. (hereafter: ABN AMRO Clearing Bank), which You opened at ABN AMRO Clearing Bank.
<b>Corporate Action</b>	<p>The occurrence of any of the following in relation to the issuer of any relevant share:</p> <ul style="list-style-type: none"> <li>a) payment of dividend;</li> <li>b) optional dividend;</li> <li>c) take-over bid;</li> <li>d) issuance of claim rights;</li> <li>e) split or reverse rights;</li> <li>f) any other event which has a diluting or concentrating effect on the market value of the share.</li> </ul>
<b>Customer Services</b>	Our customer services department.
<b>Event Outside Our Control Or Force Majeure</b>	<p>Any cause preventing EPE from performing any or all of its obligations under the Terms and Conditions which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of EPE, including:</p> <ul style="list-style-type: none"> <li>a) an emergency or exceptional market condition;</li> <li>b) compliance with any Laws and Regulations;</li> <li>c) any act, event, omission or accident which prevents an Executing Broker from maintaining an orderly market in one or more of the underlying financial instruments in relation to which it ordinarily accepts trades;</li> <li>d) any strike, lock-out or other industrial dispute, riot, terrorism, war, civil commotion, nuclear, chemical or biological contamination, sonic boom, act of God, malicious damage, accident, breakdown of equipment, fire, flood, storm, interruption of power supply, failure of a utility service or breakdown of or interruption in any electronic communication or information system;</li> </ul>

- e) the suspension or closure of any index/market/exchange or the abandonment or failure of any event upon which an Executing Broker bases, or which it may relate its quotes, with the result that, in their reasonable opinion, they are unable to maintain an orderly trading market;
- f) in the event of force majeure (overmacht), as defined in article 6:75 of the United Kingdom Civil Code (Burgerlijk Wetboek).

<b>Executing Broker</b>	An Executing Broker as mentioned in the EPE Order Execution Policy.
<b>Execution Venue</b>	An Execution Venue in the meaning of MiFID II.
<b>Fee</b>	The fees as published on the Website.
<b>Financial Instrument</b>	A financial instrument within the meaning of MiFID II, such as [shares], exchange traded funds (ETFs) or exchange traded commodities (ETCs ), offered through any EPE mobile application.
<b>Fractional Shares</b>	Fractional shares are pieces, or fractions, of whole shares of a company or ETF as further specified in the Product Information Sheets.
<b>Insolvency Event</b>	<ul style="list-style-type: none"> <li>a) if a resolution is passed for Your winding up, dissolution or administration or an order is made against You, the appointment of a receiver, administrator, manager, administrative receiver or similar officer over, or if any encumbrancer takes possession of or sells, all or any part of Your business or assets, the making of an arrangement or composition with Your creditors generally or the making of an application to court for protection of Your creditors generally. If You are part of a partnership, the occurrence of any of the foregoing events in relation to any partner in that partnership shall be deemed an Insolvency Event” in relation to You; or</li> <li>b) if You become insolvent or are otherwise unable to pay Your debts as they fall due, or any act of insolvency or analogous event (to those set out in paragraph (a) above) occurs in respect of You.</li> </ul>
<b>Interest Compensation</b>	The Interest Compensation as published on the Website
<b>Laws and Regulations</b>	Any applicable laws and regulations (including but not limited to the Act on Financial Supervision).

<b>“Lending”, “Lent” and “Lend”</b>	The entering into by EPE in its name but for Your risk and Your Account of transactions pursuant to which Your Financial Instruments that EPE holds for You or for which EPE Custody has a right of delivery against a third party are transferred to a borrower subject to a commitment of that borrower to return equivalent Financial Instruments.
<b>Manifest Error</b>	An error omission or misquote (by EPE or any third party) which is manifest or palpable. This includes Us providing You with the wrong information (e.g. prices) taking into account the current Market and currently advertised prices. Examples include wrong price, month, expiry date or Market or any error of any information source.
<b>Market Disruption Event</b>	<ul style="list-style-type: none"> <li>a) when a Financial Instrument is cancelled by the relevant exchange;</li> <li>b) when an unusual movement in the level of, or the unusual loss of liquidity in respect of the shares on which the Price is based occurs.</li> </ul>
<b>Markets</b>	The markets the Executing Brokers from time to time make available for trading.
<b>MiFID II</b>	The Markets in Financial Instruments Directive (2014/65/EU) of the European Parliament and of the Council of 15 May 2014 and Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 and the delegated directives and delegated regulations thereto.
<b>MTF (Multilateral Trading Facility)</b>	A type of trading venue which is a multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in financial instruments in the system and in accordance with non-discretionary rules that results in a contract.
<b>Non-Invested Money</b>	The non-invested money in Your Trading Cash Account as further specified in the Product Information Sheets.
<b>Order</b>	An instruction from You through a mobile application (or by telephone for closing an open position and only in the event of an unscheduled mobile application outage or in a situation where You are not able to access the mobile application e.g. due to loss or malfunction of the Your mobile phone) to place an order to buy or sell (a fraction of) Financial Instruments against the price as



	inserted by You, and made and accepted in accordance with the specific terms of the Client Agreement in relation to orders.
<b>OTC</b>	Over the Counter (OTC): A transaction that is executed on an Execution Venue other than a Trading Venue (i.e. a Regulated Market, MTF or an OTF).
<b>OTF (Organised Trading Facility)</b>	A venue which is not an RM or an MTF and in which multiple third-party buying and selling interests in equities, bonds, and other financial instruments are able to interact in the system in a way that results in a contract. The distinguishing factor of an OTF (compared with an MTF) is the element of discretion
<b>Personal Data</b>	For example but not limited to: Your first name, Your date of birth, Your address.
<b>Product Information Sheets</b>	The product information sheets as published on the Website and as amended from time to time.
<b>Price</b>	The price set by the Executing Broker.
<b>Regulated Market</b>	A multilateral system that is operated or managed by a market operator and that brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments within the system.
<b>Retail Client</b>	A person who has been classified by us as a retail client in accordance with MiFID II.
<b>Risk Disclosure</b>	The notice provided to You in the App and on the Website, setting out a non-exhaustive statement of the risks involved in trading.
<b>Services</b>	Our services as set out in clause 6.
<b>Terms and Conditions</b>	The EPE general Terms and Conditions as included in this document and the appendices to this Client Agreement.
<b>Trade</b>	A transaction meaning the conclusion of an acquisition or disposal of a Financial Instrument.
<b>Website</b>	The website maintained by EPE currently under the two following URLs, including subdomains and pages: <a href="https://getEPE.com/">https://getEPE.com/</a> and <a href="https://EPE.com">https://EPE.com</a> (as may be amended from time to time).

<b>“We”, “Us” and “Our”</b>	EPE B.V. or “EPE”
<b>Your Information</b>	<p>All personal and financial information about You which:</p> <p>a) EPE obtains from You (including Your Application Form), from Your use of learning tools (including trade simulators) or from third parties (including stockbrokers), credit reference agencies, fraud prevention agencies, providers of investment services and other organisations; and/or</p> <p>b) relates to or is ascertained from Your Account, the way You use and manage Your Account, the transactions and payments made.</p>
<b>Service Fee</b>	A recurring fee charged to You after opening an Account with EPE.
<b>Unpaid Fees</b>	The accumulated sum of Service Fees that EPE is not able to collect due to insufficient Available Cash in Your Account.
<b>Available Cash</b>	The amount of available cash that is administered in Your Account which You can use for new Orders and which EPE can use to deduct the Service Fee and other Fees.

When You read the Terms and Conditions, bear in mind the following:

We have included headings to clauses to help You find relevant clauses. However these headings will not affect the meaning of the Terms and Conditions.

When We refer to the singular We also refer to the plural and vice versa. Any reference to a particular gender includes the other genders.

## 2 Client Agreement, Application Form, Terms and Conditions and Risk Disclosure

- 2.1 The Client Agreement governs the contractual relationship between EPE and You. The Client Agreement consists of the electronic Application Form and the Terms and Conditions, and has the effect of an agreement after You executed the Application Form in the mobile application or on Our Website. Parties agree that execution of the Application Form may be done by electronic acceptance of its applicability in a mobile application or on Our Website.
- 2.2 You hereby confirm that You have read the Risk Disclosure.
- 2.3 In addition to the Client Agreement between You and EPE, further information by way of Product Information Sheets can be found on the Website, or copies can be requested from Customer Services.

- 2.4 EPE does not provide investment advice or any other advice. Any comments, observations or statements made by an employee of EPE are not in any way a recommendation to place an Order. Any information in Our mobile application(s), on Our Website or in any correspondence or promotional material, should not be interpreted or understood as investment advice.
- 2.5 EPE can make changes to the Terms and Conditions from time to time.
  - 2.5.1 EPE B.V. is allowed to amend the Terms and conditions by aligning these conditions with:
    - 2.5.1.1 Changes in our product and service offering;
    - 2.5.1.2 Legislative and regulatory changes;
    - 2.5.1.3 Changes in the interpretation of laws by the supervisory authorities;
    - 2.5.1.4 Technological developments;
    - 2.5.1.5 Any other changes due to the fact that EPE B.V. has a reasonable interest in changing the Terms and Conditions.
  - 2.5.2 EPE will inform You about such changes, whereby EPE will either (a) request You to electronically accept these changes in the relevant mobile application(s) or (b) these changes will be applicable to You unless You inform EPE in writing not to agree with those changes within fourteen (14) days after EPE has communicated the changes to You. The moment You (i) do not electronically accept the changes or (ii) inform EPE in writing in accordance with (b) in the previous sentence, both You and EPE will be entitled to terminate the Client Agreement with immediate effect. Insofar as necessary to meet a requirement under the Laws and Regulations, changes to the Terms and Conditions will be directly applicable and You will not have the ability to reject the changes. You can at all times download and read the most recent version of the Terms and Conditions on the Website.
  - 2.5.3 EPE B.V. is not allowed to amend the Terms and Conditions in such a way that it would disrupt the balance between your rights and EPE's rights in your disadvantages.
  - 2.5.4 EPE B.V. informs you about any changes and the date it will be applicable at least fourteen (14) days before the changes apply. If You do not wish to accept such changes, You have the right to terminate this Agreement with immediate effect. The fourteen (14) days notice period is not needed in case the changes are a result of:
    - A ruling of a court or complaint committee;
    - An instruction or order of the regulator;
    - Changes in and to comply with applicable Laws and Regulations.
- 2.6 By signing the Client Agreement You agree to receive on-topic updates in the form of emails throughout using the Services. By registering with Us, You also agree to conduct business with Us electronically and via the internet and receive all required notices and disclosures in an electronic format, including but not limited to email messages to an authorised email address that You have provided to Us. These emails may contain the required notices or disclosures or may alert You of the availability of such notices or disclosures on the Website. EPE also reserves the right to effect delivery of notices or disclosures by posting these to the Website without any email

transmission, to the extent this is permitted by the Laws and Regulations. If, at any time, You would like to withdraw your consent to the receipt of electronic communications, You must notify our Customer Services at: support@EPE.com. As a user of the application You may request paper copies of any electronic notice or disclosure We provide. If You would like to change the email address You have provided to us, You must notify our Customer Services via email at: support@EPE.com.

- 2.7 These Terms and Conditions (and any changes to these Terms and Conditions) supersede any other previous agreement between You and Us on the same subject matter.

### **3 Your Tax Position**

- 3.1 EPE will provide You with tax invoice and it is Your responsibility to settle tax on your earnings as when due.
- 3.2 EPE will display your tax amount on your account when due for processing. You can contact customer support for advice on how to settle any tax invoice on your account.

### **4 EPE Custody**

- 4.1 EPE uses EPE Custody for the safekeeping of the Financial Instruments and money for Clients. EPE Custody is a passive entity (a foundation, in United Kingdom: “stichting”), which has a sole purpose: holding Financial Instruments and money for Clients. This ensures that positions in Financial Instruments and money of Clients are segregated from the capital of EPE and - in case of bankruptcy of EPE - the Financial Instruments and money of Clients fall outside the bankruptcy (liquidation estate) of EPE.
- 4.2 EPE Custody is used by EPE for holding all positions in money and Financial Instruments for the account of Clients.
- 4.3 EPE is fully authorised by EPE Custody to act and contract on behalf of EPE Custody. EPE enters into this Client Agreement for itself and on behalf of EPE Custody. Rights and obligations that arise under this Client Agreement and that relate to the holding of Financial Instruments are concluded by EPE on behalf of EPE Custody. All communication and instructions between You and EPE Custody go through EPE as an authorised representative of EPE Custody.
- 4.4 You hereby grant EPE an irrevocable power of attorney to give instructions to EPE Custody on Your behalf and to process instructions and to collect the agreed fees of EPE.

### **5 Positions in money and Financial Instruments & deficit**

- 5.1 The positions in money and Financial Instruments from You with EPE Custody (hereafter: Positions), will be held by third parties such as clearing members, security depositories custodians and central counterparties. The involved merits (such as - but not limited to - profits, dividend) and demerits (such as - but not limited to - bankruptcy

of one of the third parties, taxes and/or other mandatory amounts by virtue of rules and regulations) of the Positions are for Your risk and account and will be credited to/debited from your Account by EPE.

- 5.2 EPE will use best efforts in good faith to ensure that the value of all positions in money and Financial Instruments, which EPE and EPE Custody hold for Your account and Risk with third parties, corresponds with the value of all rights in money and Financial Instruments. Despite these endeavours, it may occur that there is a deficit in money in a certain currency or in a certain Financial Instrument (Deficit), which EPE Custody holds for the Clients, for example caused by an error of EPE Custody or EPE. EPE may refuse Orders until the moment EPE is able to allocate the Deficit. In case EPE finds out that the Deficit is caused by the failure of a Client to provide sufficient collateral of funding for its investments, then EPE will undo the Deficit at the expense of that Client. In case EPE will not be able to determine that the Deficit is caused by one or more specific Clients, EPE will allocate the Deficit to all Clients for whose Account such specific currency and or Financial Instrument (same ISIN) is or should be held, pro rata.

## 6 Acceptance and Customer Classification

- 6.1 EPE will provide its Services subject to the acceptance, onboarding and customer due diligence of the (prospective) Client.
- 6.2 EPE has internal policies and procedures regarding acceptance, onboarding, customer due diligence and the scope of its Services it provides to certain (categories of) natural persons. EPE reserves the right to, at its sole discretion, refuse to accept persons as a Client without providing a reason for such refusal.
- 6.3 As part of the acceptance procedure, EPE conducts customer due diligence on persons who executed the Application Form. Customer due diligence includes EPE ascertaining and verifying the identity of these persons. You agree to cooperate in relation to customer due diligence and to truthfully answer the questions asked by EPE relating to onboarding and the Client Evaluation Test carried out by EPE, where applicable.
- 6.4 Pursuant to the Laws and Regulations, You must be classified as a retail client, professional client or as an eligible counterparty. Your classification determines the level of client protection and information You are entitled to. In order to provide all its customers with the same level of client protection and information and because the highest level of protection is afforded to retail clients, EPE classifies all its customers as a Retail Client. Once We have accepted Your application, You will therefore be classified by EPE as a Retail Client.
- 6.5 You may request a different classification than originally assigned. EPE is not obliged to honour such a request and does in principle not offer You the possibility to opt for a classification other than Retail Client.
- 6.6 The information that You provide Us with is relied upon by Us when processing Your application, for client classification purposes and for otherwise dealing with You. You need to inform Us immediately of any changes (e.g. change of address, contact details, change in employment or financial status, bank/credit details) by email to Customer

Services (via support@EPE.com), in the mobile application via the account handling page or via chat with Customer Services.

- 6.7 You warrant EPE that You only act for Your account and risk and enter into the Client Agreement in Your own name and not as agent for or for the account of a third party.
- 6.8 You will promptly provide Us with any information which We request from You to evidence the matters referred to in these Terms and Conditions or to comply with any Laws and Regulations or otherwise, and will notify Us if there is any material change to such information.
- 6.9 EPE will not provide its Services to persons under the age of 18 years.

## **7 Services**

- 7.1 EPE enables You to conduct Orders in certain Financial Instruments, through a mobile application, on an execution-only basis. In this respect, EPE provides the investment service of reception and transmission of Orders. After EPE receives a valid Order from You through a mobile application, EPE will automatically and electronically transmit such Order for execution to and by the relevant Executing Broker on behalf and at the expense and risk of You. You can only provide Orders to EPE through a mobile application.
- 7.2 EPE does not undertake to give You investment advice (as defined in MiFID II) about the merits or consequences of Our Services or transactions or the risks to which You may be exposed in respect of any service or transaction.
- 7.3 You can make use of several payment methods to fund Your Account, such as for example SEPA payment (Single Euro Payment Area payment), Direct Debit (for the execution of the Investment Plan), Apple and Google Pay, credit card or a payment method via a payment service provider, as further specified and published on the Website. Limitations apply to credit cards and Apple/Google Pay and are specified in the Product Information Sheets.
- 7.4 In case You gave a SEPA Direct Debit instruction EPE will inform You two days before EPE attempts to process the SEPA Direct Debit payment from your Account.
- 7.5 EPE will provide You with customer service, through Our mobile application(s), Website and Our Customer Services, in respect of technical support relating to a mobile application, responding to complaints, inquiries and requests in relation to its Services.
- 7.6 If complaints, inquiries or requests relate to the Services under this Client Agreement, EPE will be the point of contact and will endeavour to respond to such inquiries or requests.

- 7.7 Although You can only provide Orders to EPE through a mobile application, You may telephone Customer Services to place closing Orders only in situations where the relevant mobile application is unavailable (due to an unscheduled mobile application outage) or in a situation where You are not able to access the mobile application (e.g. due to loss or malfunction of Your mobile phone). Please note that in these circumstances, it will not be possible to place new Orders.
- 7.8 EPE will provide notice to You of the Fee through the relevant mobile application(s) and You hereby authorise EPE to charge the relevant Fee to You by debiting Your Account(s). Further information by way of Our price-list (as may be amended from time to time) can be found on the Website or can be requested from Customer Services.

## 8 Warnings

- 8.1 Investing carries risk. You confirm to be aware of and accept the risks associated with the trading or investment in Financial Instruments on the basis of execution only and agree not to enter into positions that can lead to loss that You cannot bear.
- 8.2 You should only invest if You are willing to accept this level of risk and if You decide that it suits Your investment objectives.
- 8.3 You should read Our Risk Disclosure. We strongly recommend that You agree that if any part of the Terms and Conditions or the Risk Disclosure is unclear or if You are unable to understand any part of them, You should contact Us before agreeing to them.
- 8.4 It is Your decision as to whether or not You place any Orders.
- 8.5 The decision to place Orders lies with You alone, not Us, and You are responsible for the effect a Trade might have on any open positions.
- 8.6 Trading on Your Account is Your responsibility and You should monitor all Your Trades and activities carefully. You should refer to the following for further information on trading and to check on open positions:
  - mobile application(s);
  - the Website;
  - Customer Services;
  - Product Information Sheet(s).
- 8.7 Customer Services can be contacted if You require further information on products.
- 8.8 If We provide You with execution-only services in relation to non-complex Financial Instruments (such as -but not limited to- shares admitted to a Regulated Market), We are not required to obtain information from You regarding Your knowledge and experience so as to enable Us to make an assessment as to the appropriateness of the instrument or service provided or offered. Please note, therefore, that in that case You will not benefit from the protection of the relevant rules requiring Us to assess the appropriateness of the product or service for You.
- 8.9 You acknowledge that electronic communications can be subject to delay and/or corruption and that content may not be provided in real time or updated.
- 8.10 Orders cannot be placed by email.
- 8.11 We can, acting reasonably and in our sole discretion, refuse any request by You to place an Order.
- 8.12 Any Order can be rejected by Us if any - but not limited to - of the following applies:

- 8.12.1 The Order would result in any breach of this Client Agreement, the rules of an Executing Broker or any Laws and Regulations.
- 8.12.2 There is no (technical) connection with the relevant Executing Broker.
- 8.13 The EPE Order Execution Policy provides information regarding the execution of Orders.
- 8.14 Payments by You or by Us to You are made to or from Your Bank Account. All payments must be transferred from Your Bank Account or by debit card payment from an EU institution.

## **9 Client Agreement and Power of Attorney**

- 9.1 By accepting and executing the Terms and Conditions You grant EPE an irrevocable power of attorney (onherroepelijke volmacht) in which you grant EPE the right to receive and transmit Orders and to perform all other acts as necessary or conducive to this, all at the account, risk and expense of You and as further specified and under the conditions of the EPE Order Execution Policy and the Product Information Sheets.
- 9.2 Parties agree that execution of the Terms and Conditions, including the power of attorney provided to EPE as per clause 3.1, may be done by way of electronic acceptance of its applicability in a mobile application.

## **10 Disclosure of Information**

- 10.1 You should refer to the Risk Disclosure and Fee. We may disclose the information that You provide to Us, together with any other information which may relate to Your Accounts or to Your dealings with Us, to any affiliate or agent, or in accordance with any Laws and Regulations, or where necessary for the performance of Our obligations to You, or for marketing purposes.
- 10.2 We have provided You with the Risk Disclosure which is designed to assist You in understanding the nature and risks in relation to trading in the offered Financial Instruments. This information will be updated and will be available on the Website. The appropriate paragraphs of the Risk Disclosure should always be read before entering into an Order.
- 10.3 Account Value and Available Cash can be ascertained via the relevant mobile application. You can also call Customer Services. You should note however that from time to time We may credit Your Account with a 'cash credit' in connection with a promotional offer. However, depending on the terms of the offer, this offer may not be withdrawn from Your account as cash. You should also note that if the qualifying terms of a promotional offer state that a minimum number of trades are required and if the trades are placed in an illogical manner or in a manner that is deemed to be out of the ordinary, in order to abuse the terms of the promotional offer, then payments of Your profits may be refused.

## **11 Trade/Account Details**

- 11.1 We will provide an online facility in a mobile application for accessing Trade and Account details which includes information concerning executed Orders, historical trading information, Your Account Value, Available Cash, an overview of deposits and withdrawals, received bonuses, received dividends, received compensations, or any



corrections/adjustments (if applicable).

- 11.2 You agree to the provisions of the Trade and Account details by way of the online facility in a mobile application. However by sending an email to Customer Services You

can request an overview of Your Trade history in an Excel file which We will send to You within 5 Business Days.

- 11.3 This Trade overview will be sent to You by email. You must therefore keep Us informed of Your up to date email address.
- 11.4 As soon as You receive any Trade overview, You must check to ensure it is correct and it is Your responsibility for doing so. If you believe that the Trade overview is incorrect, you must tell us immediately but no later than 6 weeks upon receipt. Failure to make objections within the aforementioned period of 6 weeks shall be deemed to be your approval and acceptance of the Trade overview.
- 11.5 If You receive Your annual statement of account which You think is incorrect, You must tell Us immediately but no later than 6 weeks upon receipt. Failure to make objections in due time shall be deemed to be your approval and acceptance of the statement of account.
- 11.6 If You so request, We will supply You with such reasonable information that You request in relation to the status of any position or Order.
- 11.7 You must keep yourself informed and up to date in relation to Your open positions and Orders placed. The mobile application provides access to all open positions, Orders placed, recent transaction history, Account Value and Available Cash. In case you nevertheless require further information on the aforementioned topics, You can also telephone Customer Services.

## **12 Lending Financial Instruments**

- 12.1 You are able to give explicit consent and mandate to EPE to facilitate Lending the Financial Instruments held in Your Account to a Borrower for Your risk and Your account. It is possible to cancel Your explicit consent and mandate at any given time. When Your Financial Instruments will be Lent, You will receive a return. For more detailed information about Lending and the applicable terms and conditions, please see the EPE Stock Lending Agreement.

## **13 Corporate Actions and Shareholder Meetings**

- 13.1 You hereby: (i) acknowledge and agree that We will have no duty to inform You of any Corporate Action, even if We become aware thereof, (ii) irrevocably waive Your right to exercise any Corporate Action that may be exercised by the holder of the shares that You beneficially own through our Service, and (iii) agree that We may in Our own discretion act on those Corporate Actions as We see fit (which may include - amongst others but not limited to - not to take any action at all). In case We inform You about a Corporate Action, no rights can be derived from that information or from the fact that We informed You. Further information regarding income from Financial Instruments is provided in the Product Information Sheets regarding Corporate Actions, expiration and administrative actions.
- 13.2 EPE will withhold tax with regards to the cash distribution and/or cash reorganisation if applicable as further specified in the Product Information Sheets.
- 13.3 EPE will not utilise the voting right to shares held on behalf of the client. On Your request, EPE will endeavour to procure that Client obtains the right to attend the

shareholder meeting and the right to vote with respect to the shares held for the account of Client. Fractional shares do not exist outside the EPE administration. This means EPE will be rounding down to the nearest whole share for the total number of eligible shares for voting purposes.

These articles 13.1-13.3 will be replaced by the following articles upon further notice and when available in the app settings:

## **Corporate Actions and Shareholder Meetings**

- 13.4 You hereby: (i) acknowledge and agree that We will have no duty to inform You of any Corporate Action, even if We become aware thereof, (ii) irrevocably waive Your right to exercise any Corporate Action that may be exercised by the holder of the shares that You beneficially own through our Service, and (iii) agree that We may in Our own discretion act on those Corporate Actions as We see fit (which may include - amongst others but not limited to - not to take any action at all).
- 13.5 You hereby acknowledge that You are aware that You are able to exercise Your rights as a shareholder for certain voluntary Corporate Action e.g. optional dividends and shareholder meetings via Your settings in the EPE App as further specified in the Product Information Sheets. You acknowledge and agree that it is Your duty to ensure that Your preferences for certain voluntary Corporate Actions and shareholder meetings are updated within the settings of Your EPE app.
- 13.6 If You have not updated Your preferences to exercise Your shareholders rights for Corporation Actions and shareholder meetings, EPE will execute your rights according to what is set as default for the notification and execution of shareholders rights for Corporate Actions and shareholder meetings. Further information regarding shareholders rights for Corporate Actions and shareholder meetings can be found in the Product Information Sheets.
- 13.7 In case We inform You about a Corporate Action or a shareholder meeting, no rights can be derived from that information or from the fact that We informed You. Further information regarding income from Financial Instruments is provided in the Product Information Sheets regarding Corporate Actions and administrative actions.
- 13.8 EPE will withhold tax with regards to the cash distribution and/or cash reorganisation if applicable as further specified in the Product Information Sheets.
- 13.9 You are able to exercise your voting rights in shareholder meetings with respect to the shares held in Your account as further specified in the Product Information sheets. Fractional shares do not exist outside the EPE administration. This means EPE will be rounding down to the nearest whole share for the total number of eligible shares for voting purposes. Information on how You will be able to exercise Your shareholders rights will be published in the Product Information Sheets.
- 13.10 EPE can not be held liable if under any circumstance it might not be able to procure Your voting rights in shareholders meetings.
- 13.11 EPE charges a fee for procuring Your right to vote, of which more details can be found on the Fee schedule on the Website or from Customer Services.

13.11.1 This Fee will be deducted from your Available Cash. If there are insufficient funds available in your Available Cash, EPE will not be able to fulfil your request to exercise your right to vote in shareholders meetings.

## **14 Termination and Closing Your Account – EPE Right**

- 14.1 EPE can close Your Account(s) or terminate the Client Agreement by giving You at least 14 days' notice in writing (subject as mentioned below) if:
  - 14.1.1 Any litigation is commenced between You and Us;
  - 14.1.2 You persistently act in an abusive manner when dealing with Us;
  - 14.1.3 An Insolvency Event occurs in relation to You. In this case We may close Your Account and terminate the Client Agreement immediately without prior notice and We will then inform You that We have done so;
  - 14.1.4 You become of unsound mind (which includes lacking legal capacity or being placed under guardianship);
  - 14.1.5 We believe that We are unable to manage the risks (commercial, legal, regulatory, or reputational risks) that Your Orders and/or Trades pose to You, Us or the Financial Instrument to which Your Orders and/or Trades relate;
  - 14.1.6 You default under the Client Agreement; or
  - 14.1.7 For any other reason in EPE' absolute discretion.
- 14.2 If EPE cancels or terminates the Client Agreement, EPE may still deduct any liabilities from your Available Cash. If there is no Available Cash EPE may settle any liabilities such as Unpaid Fees from the selling of your assets. If your Available Cash or your assets are not sufficient to meet all your liabilities, You then have to pay EPE at first request.

## **15 Cancellation and Termination - Your Right**

- 15.1 You may cancel the Client Agreement between You and Us (in whole, not in part) within 14 days of the date You were allocated an Account number (the "Cancellation Period") by providing written notice to Us. To cancel Your agreement, first close Your open positions, secondly withdraw the (remaining) amount in Your Account and subsequently please write to us at: EPE B.V., Sarphatistraat 1, 1017 WS, UK, or email to Customer Services. We do not accept notice of cancellation by telephone.
- 15.2 If You cancel Your Client Agreement with Us during the Cancellation Period, We will treat this as an instruction to close all open positions (at a price You agree with EPE, or in the absence of agreement, at the Price) and to cancel all Orders. Your Account will be closed as soon as reasonably practicable after We have received Your cancellation notice, all open positions are closed, all Orders are cancelled, You withdrew the (remaining) amount in Your Account and all Your obligations under the Client Agreement have been discharged.
- 15.3 In addition to Your right to cancel, You have a separate and independent right to close Your Account (in whole, not in part) by giving Us written notice at any time to close Your Account ("Termination Notice"). Your Account will be closed as soon as reasonably

practicable after We have received Your Termination Notice, all open positions are closed, all Orders are cancelled, You withdrew the (remaining) amount in Your Account and all Your obligations under the Client Agreement have been discharged. To terminate under this clause, please write to: EPE B.V., Sarphatistraat 1, 1017 WS, UK, or email to Customer Services. We do not accept notice of termination by telephone.

- 15.4 If You request EPE to close Your Account, You grant EPE the right to close all of Your positions, cancel all of Your Orders, and deposit Your Available Cash to Your linked Bank Account. EPE may use this right at its discretion.
- 15.5 If You cancel or terminate the Client Agreement, EPE deduct any liabilities from your Available Cash. If there is no Available Cash EPE may settle any liabilities such as Unpaid Fees from the selling of your assets. If your Available Cash or your assets are not sufficient to meet all your liabilities, You then have to pay at first request.
- 15.6 Upon closure of Your Account under this clause, We will send You written confirmation that it has been closed.
- 15.7 Fractional shares are not transferable. If you close your account, the fractional shares held in your account will need to be liquidated.

## **16 Complaints and Disputes**

- 16.1 You should raise any complaint that You may have with Us as soon as possible. You should keep Your own record of dates and times of transactions as that will assist Us to investigate as it may be difficult or not reasonably possible for Us to locate records/tapes in relation to transactions in the absence of reasonable information as to dates and times. A summary of Our complaints handling procedure can be found on the Website or alternatively requested from Customer Services. Any complaint or dispute should in the first instance be referred to Customer Services.

## **17 Protection of Your Money (Deposit Guarantee Scheme)**

- 17.1 A Deposit Guarantee Scheme (DGS) is in place which seeks to compensate account holders if a bank is unable to meet its obligations ensuing from claims from deposits. Your money will be administered in Your Cash Trading Accounts at ABN AMRO Clearing Bank within three business days after Your deposit (because of this money in transit there might be a difference between the Available Cash and the value of your Cash Trading Account). Money administered in Your Cash Trading Account (which

does not include money in transit) up to EUR 100.000 is protected under the DGS subject to the conditions as mentioned and specified in the information sheet Depositogarantiestelsel of Your CTA client agreement with ABN AMRO Clearing Bank.

## **18 Representations and Warranties**

- 18.1 When You enter into this Client Agreement and these Terms and Conditions, and each time You place an Order or give any other instruction, You represent and warrant to Us that:
  - 18.1.1 All information that You have provided to Us (including in Your Application Form) is true, accurate and complete in all material respects, this applies in particular to Your age and identity;
  - 18.1.2 All information You provide to Us from time to time is true, correct and complete;
  - 18.1.3 You have completed, executed and submitted Your Application Form yourself;
  - 18.1.4 You are authorised to enter into and perform the Terms and Conditions, and complete the Application Form in compliance with any relevant laws or regulations;
  - 18.1.5 Neither the entry into these Terms and Conditions, the placing of any Order or the giving of any other instruction will violate any law applicable to You (in particular any US law, tax laws, market abuse laws or insider dealing laws);
  - 18.1.6 You understand and accept that if You are not a citizen of the United Kingdom, You may also be subject to laws other than UK laws (including other tax laws) and that these may differ from UK laws;
  - 18.1.7 You understand and accept that You are responsible for Your own tax position and liability and that EPE does not give tax advice and has not provided tax advice in this or any other document;
  - 18.1.8 All Orders placed and instructions given are done by You;
  - 18.1.9 You will inform Us promptly if You change address and You understand and accept that, for legal reasons, We may not be able to continue to provide this service to You if You change the country in which You are a resident; and
  - 18.1.10 You act as principal, this means that all transactions are for your own risk and account.

## **19 Conflicts of Interest**

- 19.1 Under the Laws and Regulations We are required to have arrangements in place to manage conflicts of interest between Us and Our Clients and between Our different Clients. We operate in accordance with a conflict of interest policy We have put in place for this purpose under 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 manage that conflict. A summary of Our conflicts of interest policy is available on the Website or can be requested from Customer Services.

## 20 Data Privacy and Your Personal Data

- 20.1 EPE is the data controller in relation to Your Information.
- 20.2 You agree that EPE can:
  - 20.2.1 Rely on Your Information in assessing Your application, classification and in all its dealings with You;
  - 20.2.2 Its Associated Companies can store and process Your Information on their computers, databases and in any other way.
- 20.3 You agree that EPE and/or its Associated Companies can use, analyse, assess and deal with Your Information as follows:
  - 20.3.1 We may consider applications made by You:
    - 20.3.1.1 For financial risk assessment, credit check, money laundering checks, compliance, regulatory reporting and fraud prevention. This includes performing credit and identity checks, obtaining bankers' references, making enquiries of credit reference and fraud prevention agencies, making enquiries of other providers of investment services and making any other enquiries it considers reasonable. You understand that credit reference agencies, fraud prevention agencies and other providers of investment services may maintain a record of any enquiry and the information given to them and may share search details and Your Information with Us given to them and other organisations for credit fraud, crime prevention and money laundering purposes (or similar) or to recover or trace debts;
    - 20.3.1.2 To comply with Laws and Regulations;
    - 20.3.1.3 To comply and administer services supplied, to manage Your Account and recover amounts payable;
    - 20.3.1.4 For assessment and analysis (including statistical, product and marketing analysis) including identifying products and services which may interest You;
    - 20.3.1.5 To help Us understand and develop Our businesses, services and products.
- 20.4 You agree that EPE and/or its Associated Companies can disclose Your Information in the following circumstances:
  - 20.4.1 To Our Associated Companies and to any of Our/their service providers (including any data processors We or they may engage) agents or subcontractors (including in connection with legal proceedings), on the understanding that they will keep information confidential;
  - 20.4.2 To any regulator of EPE;
  - 20.4.3 In response to enquiries made by credit reference or fraud prevention agencies or any other person We reasonably believe to be seeking a reference or credit reference in good faith (including other providers of investment services);
  - 20.4.4 To anyone to whom We transfer all or any of Our rights and/or obligations in relation to Your Information under the Terms and Conditions;

- 20.4.5 To any person to whom We have a duty to disclose or to the extent that the Laws and Regulations require or permit Us to disclose (including any government, regulatory or other relevant authority).
- 20.5 You have rights under the Data Protection Act; for example to be informed of the type of Personal Data held about You and its uses. Please also refer to Our Privacy Notice which can be found on the Website.
- 20.6 As Our business and that of Our Associated Companies develops, the way in which We look at, record and use Your Information may change. Generally this will be because of changes in technology and in line with Your expectations. If however We believe that the change is not obvious to You, We (or Our Associated Companies) will give You notice. If You are notified of a change and continue to maintain Our mobile application for at least 30 days after You are notified then You will have consented to that change (unless You write to Us and tell Us that You do not consent).
- 20.7 In order to provide Our Services to You, it may be necessary for Your Information to be transferred to someone to provide a service in other countries (including countries outside the EEA). You consent to that unless You tell Us otherwise in writing. If We do so, we will ensure that the person to whom We pass the information agrees to treat it with the same level of protection as if We were dealing with it.
- 20.8 You agree that We may record all conversations with You and monitor (and maintain a record of) all e-mails and other electronic communication sent by or to Us also in accordance with the Laws and Regulations. The mobile application generally contains a record of all communications/transactions conducted over the mobile application, but this is not guaranteed. All those records are EPE property and can be used by Us in the case of a dispute.
- 20.9 EPE will add Your Information to its databases/ store information manually for the purposes of informing You (whether by letter, telephone (including text messages), electronically by mobile application or computer or otherwise), about its products and services (including those of other persons) which may be of interest to You. EPE will also be entitled to pass Your Information to its Associated Companies which will also be entitled to use Your Information in the same way in relation to their products/services. If You do not wish to receive information, please contact Customer Services.
- 20.10 You are not allowed to use any Personal Data in Your user name.
- 20.11 Should You have any questions or complaints about Your privacy please contact Us by writing to Our data protection officer using the following email address: [dpo@getEPE.com](mailto:dpo@getEPE.com).

## 21 Intellectual Property

- 21.1 The mobile applications, the Website and any and all information or materials contained in them or which We may supply or make available to You (including any software which forms part of those materials) (the "Intellectual Property Materials") are and will remain Our property or that of Our service providers (including the providers of real time price data to Us). In addition:
- 21.1.1 All copyright, trademarks, design rights and other intellectual property rights in those Intellectual Property Materials are and will remain Our property (or those of



- third parties whose intellectual property We use in relation to products and services We provide to You);
- 21.1.2 You will not supply or give access to all or part of the Intellectual Property Materials to anyone else and You will not copy all or any part of them;
  - 21.1.3 You will only use the Intellectual Property Materials for the operation of the mobile application(s) in accordance with the Terms and Conditions;
  - 21.1.4 If We have provided any Intellectual Property Materials to You in connection with the mobile application(s) You will return those to Us on closure of Your Account.
- 21.2 We will use reasonable endeavours to ensure that the Website and the mobile application(s) can normally be accessed for use in accordance with the Terms and Conditions. However:
- 21.2.1 We do not warrant that they will always be accessible or useable;
  - 21.2.2 We do not warrant that access will be uninterrupted or error free;
  - 21.2.3 We are entitled to suspend such access and use (with or without notice) for any good reason including to carry out maintenance, repair, update, upgrades or development (though We will endeavour to give You prior notice);
  - 21.2.4 We are entitled to suspend such (partial) access and use until You have installed or updated the latest version of a mobile application for any good reason including security updates and bug fixes (though We will endeavour to give You prior notice).
  - 21.2.5 We are not liable to You for Our failure to perform any obligation or discharge any duty owed to You under these Terms and Conditions if the failure results from an Event Outside Our Control or for any losses arising if access is prevented or interrupted due to an Event Outside Our Control and /or for maintenance, repair, upgrades or development; or
  - 21.2.6 Technical or communication difficulties may be encountered.
- 21.3 We warrant that We have the right to permit You to use the Intellectual Property Materials in accordance with the Terms and Conditions.
- 21.4 We will use reasonable endeavours that the Intellectual Property Materials are free from any virus, but We do not warrant that this will be the case. In which case, You must use Your own virus protection software.
- 21.5 You are responsible for ensuring that Your information technology is compatible with Ours.
- 21.6 With respect to any market data or other information that We or any third party service provider provide to You in connection with Your use of the mobile application(s) or Website(s), (a) We and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) We and any such provider are not responsible or liable for any actions that You take or do not take based on such data or information; (c) You will use such data or information solely for the purposes set out in this Client Agreement; (d) such data or information is proprietary to Us and any such provider and You will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by the Laws and Regulations; (e) You will use such data or information solely in compliance with the Laws and Regulations; and (f) You will pay such market data costs (if applicable, for

access to derived data for example) associated with Your use of electronic trading services as We inform You from time to time.

## 22 Notices

- 22.1 This clause does not affect the way in which You can place Orders, which can only be done via the mobile application or by telephone for closing an open position and only in the event of an unscheduled mobile application outage or in a situation where You are not able to access the mobile application e.g. due to loss or malfunction of Your mobile phone.
- 22.2 If We are required to serve a notice on You in writing this means that We will serve that notice by any of the following methods: by email; by post; by publication on the Website; via the relevant mobile application(s).
- 22.3 Any written notices that We may send You will be sent to Your last home or email address provided by You to Us, or other contact details. You must therefore notify Customer Services if any of Your details change.
- 22.4 You must send notices to Our Customer Services
- 22.5 We will not be liable for any loss, liability or cost suffered or incurred by You as a result of Us providing Services to You unless the loss, liability or cost is caused by Our gross negligence, willful default or fraud committed while acting on Your instructions.
- 22.6 We will not be liable or accept any responsibility for any loss, liability or cost which You incur arising from the default of any Executing Broker which We may appoint where We have taken reasonable care in appointing the Executing Broker.
- 22.7 We will not be liable for any loss, liability or cost which You may suffer or incur as a result of the gross negligence, default or fraud of any third party which We have taken reasonable care in appointing.
- 22.8 We shall not be liable to You for any indirect or direct, consequential losses or expenses, loss of profit or opportunity, (including in relation to subsequent market movements), whether arising out of contract, tort (including negligence) or otherwise, arising under or in connection with the Terms and Conditions, You may suffer or incur, including as a result of:
  - 22.8.1 A Manifest Error;
  - 22.8.2 An Event Outside Our Control and Market Disruption Event;
  - 22.8.3 Unauthorised access to Your Account and/or the mobile application(s);
  - 22.8.4 Corruption of data sent to Us by You;

- 22.8.5 You being unable to communicate with Us due, for example, to temporary loss of Your internet or telephone connection, including You being unable to close an Order or give any other instruction;
- 22.8.6 The unavailability of the mobile application(s) or the Website;
- 22.8.7 Any damage or loss that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to or use of the mobile application(s) or Website or in connection with Services;
- 22.8.8 A Corporate Action; and/or;
- 22.8.9 Any Orders and/or Trades or other transactions You make or refrain from making with Us.

## **23 Indemnity**

- 23.1 On a continuing basis You will indemnify Us against any loss, liability, cost and expenses which We may suffer or incur as a result of acting on any instruction which We reasonably believe to have been approved by You, or as a result of Your breach of any material provision of these Terms and Conditions. Such losses, costs and expenses include Our legal costs and other third party costs reasonably incurred in recovering any sums from You.

## **24 Fee**

- 26.1 Fees will be published on User's Account.
- 26.2 You hereby authorise EPE to charge the relevant Fees to You.  
Further information by way of Our price-list (as may be amended from time to time) can be requested from Customer Services.
- 26.3 EPE sets the Fee parameters. Details can be obtained from Customer Services.
- 26.4 EPE may amend the Fee from time to time and reserves the right to do so. You should ensure You know the current Fee but if You are uncertain, please contact Us.
- 26.5 Your attention is particularly drawn to the Risk Disclosure and the impact on profitability as a result of commissions and other.
- 26.6 EPE charges a monthly service fee, details of which may be obtained from from Customer Services.
  - 26.6.1 The Service Fee will be charged recurrently and monthly on the calendar day that You successfully have established an Account with EPE. EPE will aim to process the Service Fee in the first two weeks

## **25 Interest Compensation**

- 25.1 You may receive from EPE Interest Compensation on the Non-Invested Money which is displayed in your EPE account as available cash. The Interest Compensation rate, which you may receive will be published on the Website. The calculation method of the Interest Compensation rate, determination of the amount of Non-Invested Money and further conditions will be published in the Product Information Sheets. EPE can unilaterally make changes to the Interest Compensation rate and other conditions related to Interest Compensation payments from time to time and decide to stop with the payment of Interest Compensation at any time.

## **26 Assignment**

- 26.1 EPE may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Client Agreement and may subcontract or delegate in any manner any or all of its obligations under the Client Agreement to any third party or agent.
- 26.2 You shall not, without Our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of Your rights or obligations under the Client Agreement.

## **27 Waiver**

- 27.1 A waiver of any right under the Client Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Client Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 27.2 Unless specifically provided otherwise, rights arising under the Client Agreement are cumulative and do not exclude rights provided by law.

## **28 Severance**

- 28.1 If a court or any other competent authority finds that any provision of the Client Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision

or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Client Agreement shall not be affected.

- 28.2 If any invalid, unenforceable or illegal provision of the Client Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 29 Variation

- 29.1 Except as set out in these Terms and Conditions, any variation, including the introduction of any additional terms, to the Client Agreement, shall only be binding when agreed in writing by You and Us.

## 30 Miscellaneous

- 30.1 We are obliged to comply with the Laws and Regulations concerning money laundering and any Order placed by You with Us is covered by the relevant Laws and Regulations.
- 30.2 Without prejudice to any other rights to which We may be entitled, We may at any time and without notice to You set off any amount (whether actual or contingent, present or future) at any time owing between You and Us.
- 30.3 Our records, unless shown to be wrong, will be evidence of Your dealings with Us in connection with Our Services. You will not rely on Us to comply with Your record keeping obligations, although records may be made available to You on request at Our discretion.

## 31 Governing law and Jurisdiction

- 31.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, United Kingdom law, and the parties irrevocably submit to the exclusive jurisdiction of the courts competent in UK, The UK.

## 32 Signing

- 32.1 Your signature is an electronic signature as mentioned in article 3:15a of the United Kingdom Civil Code and Regulation (EU) no. 910/2014 of the European Parliament and of the Council of 23 July 2014 (*Regulation on electronic identification and trust services*) and has the same legal rights as a handwritten signature.
- 32.2 By signing this agreement You agree to the Client Agreement including the:
- 32.2.1 the EPE Order Execution Policy and You are aware of the risks related to OTC trading as stipulated in the EPE Order Execution policy and you agree that Your orders may be executed OTC;  
and the attachments to this agreement:
  - 32.2.2 Declaration on not being a U.S. person (Appendix 1);
  - 32.2.3 Declaration on Your tax residence (Appendix 2);
  - 32.2.4 Free Shares Promotion terms and conditions (Appendix 3).

## Appendix 1

## Appendix 2

# **EPE TAX RESIDENCE DECLARATION**

EliteProEdge B.V. is registered in England, UK under number 58403949. EliteProEdge is authorized and regulated by the UK financial authorities.

## TAX RESIDENCE DECLARATION

Based on the Common Reporting Standard (CRS), United Kingdom law requires financial institutions to determine the tax residence of their clients and to provide details of tax residents of CRS countries to the United Kingdom tax authorities. The United Kingdom tax authorities will forward the financial details to the country concerned. For more information, for example about the affiliated CRS countries, You can visit [www.belastingdienst.nl](http://www.belastingdienst.nl).

During the on-boarding procedure with EPE You have given Us the required information on your tax residence(s).

### **Client hereby declares that:**

- ▮ All information given during the on-boarding procedure of EPE is true, complete and accurate, including, but not limited to, the following:
  - Client's full name;
  - Client's date of birth;
  - Client's residential address, including country of residence;
  - Client's country or countries of tax residence;
  - Client's Tax Identification Number(s) (TIN).
- ▮ In the course of Client's contractual relationship with EPE, Client undertakes to inform EPE within 30 days, and on Client's own initiative, of any changes to the information given during the on-boarding procedure of EPE, including any changes to the Client's country of residence and/or tax residence(s).

If You don't know your tax residence(s), You can contact Your tax advisor or the tax authorities.



## Appendix 3

# **EPE Free Shares Promotion Agreement**

## Introduction

EPE's "Free Shares Promotion" provides Clients an opportunity to earn Free Share(s) under two types of programmes:

- Account Opening Programme: for qualifying Clients who open an Account with EPE under the conditions specified in the Account Opening Programme section below;
- Referral Programme: for qualifying Clients who successfully refer a new Client under the conditions specified in the Referral Programme section below.

## Definitions

The terms used in this document have the same definition as terms that have been assigned to the EPE Client Agreement unless further defined below:

Account Opening Programme	A programme that may provide Free Share(s) to new qualifying Clients who open an Account with EPE
EPE App	The EPE mobile application
Free Share(s)	Share(s) that EPE may give away for free as part of This Promotion
Promo Cash	The cash amount that You may receive required for the acquisition of the Free Shares
Referral Programme	A programme that may provide Free Share(s) to qualifying Clients who successfully refer one or more new Clients who subsequently open an Account with EPE
This Promotion	The promotion restricted to the terms and conditions mentioned in this document for giving away Free Shares

## Terms and Conditions per programme

### Account Opening Programme

1. EPE reserves the right to change offer terms for this Account Opening Programme or terminate the Account Opening Programme at any time without notice to the Client. EPE also reserves the right to apply such changes to some Clients but not others.

2. This Account Opening Programme is valid for new qualifying Clients who successfully open an Account in the EPE App.
3. The Free Share bonus is limited to one per Account with no more than one Account enrolled per new Client.
4. The Free Share will be credited to the enrolled Account within approximately one week after the Free Shares bonus is claimed.
5. In case the Free Shares bonus is not claimed within thirty (30) days, the Free Share bonus may expire.
6. EPE may restrict the period in which You can withdraw the cash value of the Free Share after You have received the Free Share. This restriction is at the sole discretion of EPE and can be amended from time to time.

### **Referral Programme**

7. EPE reserves the right to change the offer terms for this Referral Programme or terminate the Referral Programme at any time without notice to the Client.
8. This Referral Programme is valid for existing qualifying Clients who successfully refer a new Client who subsequently opens an Account in the EPE App.
9. Bonuses will be credited only if the referred Client is accepted by EPE and the Free Shares bonus is claimed through the EPE App.
10. The Free Share bonus is limited to one Account per referred Client.
11. The Free Share bonus will be credited to the enrolled Account within approximately one week after the Free Share is claimed.
12. In case the Free Shares bonus is not claimed within thirty (30) days, the Free Share bonus may expire.
13. EPE may restrict the period in which You can withdraw the cash value of the Free Share after You have received the Free Share. This restriction is at the sole discretion of EPE and can be amended from time to time.

### **General terms and conditions**

14. EPE is the sole arbiter of this Promotion and reserves the right to change the offer terms or terminate the offer at any time without notice to the Client.
15. The offer is not transferable, saleable, or valid in conjunction with certain other offers and is available to EU residents only.
16. Employees, contractors, or persons similarly associated with EPE or a EPE affiliate, members of their household, and employees of any securities regulatory organisation or exchange are not eligible for This Promotion.
17. EPE may decline requests to enrol in This Promotion at its sole discretion.
18. EPE is not able to credit Your Account with Promo Cash for invites You have sent before You began participating in This Promotion and You can't open a second Account in the EPE App to get a Free Share.
19. If EPE detects any form of fraud, abuse or misuse of This Promotion of any kind, a Client may be excluded from This Promotion immediately.
20. EPE reserves the right to withhold any rewards for which a participating user is selected if EPE is of the opinion that the spirit of This Promotion is being abused or that irregular patterns are being observed. EPE will resolve any disputes, whether or not covered by

these conditions, in a fair and appropriate manner and the decision of EPE regarding any dispute will be final.

21. This Promotion is limited to one Account per Client.
22. The maximum amount of Free Shares that You can receive is ten (10) shares per Account. EPE can change the maximum amount of Free Shares that You can receive at its own discretion.
23. Other restrictions may apply.

### **Consent for order execution**

24. The Free Share(s) is/are selected at full discretion of EPE, when the required criteria are met.
25. EPE will provide You with the Promo Cash for the acquisition of these Free Shares. This Promo Cash is intended solely for the purchase of Free Shares and You may not use it for any other purpose.
26. By agreeing to these terms and conditions and by checking the checkbox "I have read, understood and agree to the Free Shares Promotion Agreement and hereby authorise EPE to buy shares on my behalf" You provide EPE with explicit consent to place and execute orders required to buy one or more Free Share(s) in Your name with the Promo Cash.
27. The consent for order execution is restricted to This Promotion only.
28. For the execution of this order the terms and conditions of the EPE Client Agreement apply.
29. In case some of the Promo Cash remains in Your Account as excess after the acquisition of Free Share(s), EPE may debit Your Account with the remaining Promo Cash.
30. Amount, value and selection of the Free Share bonus You may receive will be decided at EPE's sole discretion. EPE will aim to select this Free Share bonus from companies that are offered in the EPE App and have a share price between approximately €1 and €200.
31. EPE reserves the right to change which shares are granted at any time with no notice to Clients. EPE also reserves the right to reward different shares to different Clients.

### **Disclaimer**

Neither receipt of a Free Share through This Promotion nor identification of a particular security in communications related to This Promotion constitutes a solicitation of the security or a recommendation to buy, sell, or hold the security. EPE does not provide investment advice and does not hereby recommend any security or transaction.

EPE B.V. is a company with seat in UK, the UK, registered with the commercial register of the Chamber of Commerce in UK under number 58403949. EPE B.V. is authorised and regulated by the Authority for the Financial Markets.

### **Taxes**

Consult with Your tax advisor about the appropriate tax treatment for This Promotion and any tax implications associated with receipt of a Free Share before enrolling. EPE does not take responsibility for any tax related to this Free Share.