



GENERAL TERMS AND CONDITIONS

 **RoboMarkets**

ROBOMARKETS DEUTSCHLAND GMBH
Bleidenstraße 1, 60311,
Frankfurt am Main



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GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS (GTC) of RoboMarkets Deutschland GmbH

1. INTRODUCTION

The General Terms and Conditions (GTC) apply to the entire business relationship between customers and RoboMarkets Deutschland GmbH. Customers are persons who have entered a contract with the company to arrange trading accounts and access to trading platforms. In addition, specific terms and conditions may apply to individual business transactions or products, which are listed in separate sections below.

Regulatory issues are dealt with in paragraph 19. Insofar as terms and conditions of third-party companies (platform operators etc.) become applicable for the Customer, all such third party GTC and Special Terms are provided by the company at their website www.robomarkets.de. These may include : Order Execution Terms, Client Categorization Terms, Conflict of Interest Prevention Agreement, Risk Disclosure Agreement, Privacy Policy, Investor Compensation Information, Terms relating to the funds and assets used by the Client, Client Complaint Procedure, General Trading Terms, Corporate Client Identification Form, Corporate Account Application Form, Application Form for the Trading Account of a Company, Information Request to Legal Entities, Notice distinguishing between Retail and Professional Investors, Trading Order Form and Client Status Request.

These GTC's and any applicable Special Terms and Conditions can be found on the homepage of RoboMarkets Deutschland GmbH (www.robomarkets.de/uber-uns/fur-kunden/dokumente/). In case of contradicting provisions, the Special Terms and Conditions shall take precedence. The GTC and the applicable relevant Special Terms and Conditions in conjunction with the brokerage agreement form a uniform contract between the customer and RoboMarkets Deutschland GmbH ("Customer Agreement").

1.1 These General Terms and Conditions in their entirety take precedence over all other agreements, arrangements, express or tacit declarations, it is therefore in the interest of the customer to read these GTC carefully.

1.2 The Company's website is: www.robomarkets.de.

It contains further details about the Company and its services and additional information relevant to this Agreement. In the event of any conflict between the Terms and Conditions and any statement on the website, the Terms and Conditions shall prevail. These terms and conditions and other legal documents of the company can be found at <https://www.robomarkets.de/uber-uns/fur-kunden/dokumente/>

2. GENERAL INFORMATION

2.1 Name and address of RoboMarkets Deutschland GmbH:

RoboMarkets Deutschland GmbH
Bleidenstraße 1
60311 Frankfurt am Main
Phone: +49 (0)69 66122-488
e-mail: info@robomarkets.de
Web: www.robomarkets.de

Managing directors: Maximilian Felske and Gottfried Korzuch
Commercial register: Frankfurt Local Court HRB 105969
Sales tax identification number: DE307079063



2.2 Permissions

RoboMarkets Deutschland GmbH is a regulated financial services institution and according to § 32 (1) sentence 1 and (2) sentence 2 of the German Banking Act (KWG) holds authorizations for:

- Investment brokerage (§ 1 (1a) sentence 2 no. 1 KWG)
- Investment advice (§ 1 (1a) sentence 2 no. 1a KWG),
- Contract brokerage (§ 1 (1a) sentence 2 no. 2 KWG)
- Portfolio management (§ 1 (1a) Sentence 2 no. 3 KWG)

RoboMarkets Deutschland GmbH may acquire ownership or possession of client funds or securities in the course of providing the above financial services.

2.3 Competent supervisory authority

Federal Financial Supervisory Authority (BaFin)

Marie-Curie-Str.24-28, 60439 Frankfurt

Bonn Office:

Graurheindorfer Str. 108, 53117 Bonn

Phone: 0049 (0)228 4108 - 0

Fax: 0049 (0)228 4108 - 1550

Email: poststelle@bafin.de

Information on the applicable customer compensation scheme:

Entschädigungseinrichtung der Wertpapierhandelsunternehmen (EdW),

10865 Berlin

RoboMarkets Deutschland GmbH is affiliated with the Compensatory Fund of Securities Trading Companies (Entschädigungseinrichtung der Wertpapierhandelsunternehmen EdW), Markgrafenstraße 45, 10117 Berlin. The EdW is the compensation institution responsible under the German Investor Compensation Act (AnlEntG). The AnlEntG contains the provisions regarding any claims for compensation against the EdW if an affiliated institution is not able to meet liabilities from securities transactions. It also regulates the scope of any compensation claim. According to the AnlEntG, liabilities from securities transactions are protected up to 90% of their value, up to a maximum of 20.000€ per creditor. The claim for compensation does only cover funds denominated in the currency of an EU member state or in euros. Only those obligations arising from securities transactions that are part of the institution's main contractual obligations (primary performance obligations) are covered. Claims for damages arising from advisory errors are not covered. Certain investor classes are excluded, such as credit institutions and financial service providers, insurance companies, medium-sized and large corporations and public-sector enterprises. To the extent compensation claims are paid out to entitled parties, the claims are transferred from the claimant to the EdW. In essence, EdW would only intervene regarding RoboMarkets Deutschland GmbH in exceptional cases where the latter would itself accept customer funds in excess of its permission, as it is not permitted to permanently hold customer funds itself. With regard to the institutions, holding customer monies in trust accounts separate compensation schemes and legal regulations are applicable.



2.4 Miscellaneous

Language of communication: German

Customers must be 18 years of age and must not be stateless persons to use the services of RoboMarkets Deutschland GmbH.

Translations of documents into other languages are provided for information purposes only.

The customer also has the opportunity to communicate with RoboMarkets Deutschland GmbH in English. Documents and other information from RoboMarkets Deutschland GmbH may be transmitted in this additional language.

Unless expressly agreed, RoboMarkets Deutschland GmbH acts as an agent on behalf of the customer.

3. TRADING ACCOUNTS

RoboMarkets Deutschland GmbH arranges the opening of trading accounts with authorized institutions, however, is not obliged to accept any application to open an account.

During the registration process or after the registration process via the website <https://www.robomarkets.de/>, RoboMarkets Deutschland GmbH may, at its sole discretion, reject the application to open an account if, for example, the potential customer is not qualified to trade the offered Financial Instruments due to lack of experience.

Until the registration process is completed and an account is opened or the application is rejected, access to the services and the trading platform is restricted.

In the event that inaccurate, incomplete or false information or documents have been provided, or the required information or documents have not been provided within the timeframe established by RoboMarkets Deutschland GmbH, or there are reasonable grounds to suspect that the trading account is being used for money laundering or terrorist financing, RoboMarkets Deutschland GmbH may have the trading account blocked in accordance with the law. The Customer agrees that the Company shall not be liable for any loss, damage or costs of any kind that the Customer may incur in such cases.

3.1 Opening a trading account

3.1.1 Before transactions are concluded, a trading account (reference account) must be opened and the funds received must be cleared. The account is opened via the RoboMarkets Deutschland GmbH website.

3.1.2 RoboMarkets Deutschland GmbH may, at its sole discretion, refuse to open a trading account for the Customer, but will inform the Customer of such refusal without justification and immediately upon the Customer's request.

3.1.3 The Client may open a maximum of 50 trading accounts. If the Client has already opened at least one real trading account, RoboMarkets Deutschland GmbH has the right to limit the opening of new accounts at its own discretion.



3.2 Credit assessment

In order to assess the creditworthiness of the Customer, identify the credit risk and prevent possible fraud (or other criminal offences), the Customer acknowledges that RoboMarkets Deutschland GmbH or third parties acting on its behalf may take the following actions:

3.2.1 Passing on information to public authorities for fraud prevention;

3.2.2 Investigation of all current and past investment activities. Obtaining information in connection with all investment activities and passing the information on to other third parties who make and manage investments for the client;

3.2.3 Investigation or enquiry of a delay in payment.

3.3 Acceptance as customer

3.3.1 After the Customer has completed the Application Form for Account Opening and Brokerage Agreement via the RoboMarkets Deutschland GmbH website and submitted it together with all required identification documents, RoboMarkets Deutschland GmbH will notify him whether he has been accepted as a Customer. It is understood that RoboMarkets Deutschland GmbH is under no obligation (and may not be able under law) to accept the Customer relation until all required documentation has been received by RoboMarkets Deutschland GmbH; the Customer has properly and completely filled out the forms and all internal control requirements of RoboMarkets Deutschland GmbH (including anti-money laundering controls and adequacy testing) have been fully complied with.

3.3.2 The Agreement comes into force and commences as soon as the Customer receives the notification from RoboMarkets Deutschland GmbH informing him of the acceptance of his application and the Customer has successfully completed his first deposit. By registering in the Customer Center, the Customer accepts the Agency Agreement and the Company's General Terms and Conditions.

3.3.3 In accordance with applicable regulations, RoboMarkets Deutschland GmbH treats the Customer as a retail or professional client, depending on the information provided in the application form when opening the account and according to the categorization of the Customer by RoboMarkets Deutschland GmbH. The categorization method is explained in these GTC below in the special terms and conditions regarding "Customer Categorization". RoboMarkets Deutschland GmbH will inform the Customer of his categorization in accordance with the legal requirements.

3.3.4 RoboMarkets Deutschland GmbH is required by law to obtain information on the knowledge and experience of the customer concerning financial investments in order to be able to assess whether a planned service or product is suitable for the customer. If the Customer chooses not to provide sufficient information, RoboMarkets Deutschland GmbH cannot determine whether the planned service or product is suitable for the Customer. RoboMarkets Deutschland GmbH assumes that the information provided by the Customer about its knowledge and experience is accurate and complete. RoboMarkets Deutschland GmbH shall not be liable if this information is incomplete or misleading.

3.4 Customer records

Upon written request, the customer will be given the opportunity to inspect all records relating to him that RoboMarkets Deutschland GmbH holds on him. Furthermore, the Customer is entitled to receive a copy of these records at his own expense.



3.5 Inactive account

3.5.1 Customer accounts on which no transactions (trading/withdrawals/deposits) take place within a period of 30 days are considered inactive by RoboMarkets Deutschland GmbH.

3.5.2 As soon as the inactive holding period of 30 days has been reached, RoboMarkets Deutschland GmbH will, to the extent possible, refund the customer funds directly to the deposit source used by the "Customer". Other repayment modalities are possible in accordance with prior instructions from the Customer.

4. CUSTOMER DEPOSITS

Any time RoboMarkets Deutschland GmbH obtains ownership or possession of funds or securities from customers, those funds shall be held in one or more omnibus segregated accounts and be separated from all other accounts in which the RoboMarkets Deutschland GmbH's funds are held. Accounting records and procedures ensure that the funds and financial instruments held can be allocated to the individual clients at any time and that they are separated from the company's own assets. RoboMarkets Deutschland GmbH has taken organizational precautions to minimize the risk of loss or partial loss of client funds or financial instruments or associated rights due to breaches of duty. The holding of customer deposits in separate customer term deposit accounts or specific periods of notice is excluded.

5. EXTERNAL PLATFORMS

5.1 The following additional provisions apply to customers using the external platforms of RoboMarkets Deutschland GmbH, in particular the MT4 platform (the "external platform"). In case a Customer uses the external platform, he acknowledges the following additional terms and conditions and authorizes RoboMarkets Deutschland GmbH to act accordingly.

5.2 The customer can use the external platform to execute trades and forward trading orders and trading details to the platform operator. In case the Customer uses the external platform, the Customer does not place trading orders and trading details directly with RoboMarkets Deutschland GmbH, but rather places trading orders and trading details to a third party via the external platform.

5.3 The Client fully understands that the trading orders and trading details are processed by external platform and not by RoboMarkets Deutschland GmbH.

5.4 The Customer confirms that RoboMarkets Deutschland GmbH has neither asked him nor advised him in any way to use the external platforms. The Customer has made his own inquiries and research regarding the external platform in order to make informed investment decisions. RoboMarkets Deutschland GmbH does not guarantee in any way that the Customer will achieve profits with the external platform. The Customer agrees that RoboMarkets Deutschland GmbH is in no way responsible for the performance of the external platform or for trading losses for the client account caused by trading on the external platform.

5.5 RoboMarkets Deutschland GmbH will execute trading orders for the Customer Account in consistency with the trading orders generated by the external platform, and trade details. The Customer acknowledges that the Customer's trading access is provided via the external platform by the platform operator and not by RoboMarkets Deutschland GmbH.



5.6 RoboMarkets Deutschland GmbH is not responsible for errors or malfunctions of the external platform. This includes mechanical errors, communication errors, system errors, data failure or other causes beyond RoboMarkets Deutschland GmbH's control.

5.7 The Customer acknowledges that no trading system and no recommendation service, including the external platform, is free of any risk of loss. The RoboMarkets Deutschland GmbH therefore does not guarantee in any way that the Customer will make a profit. The Customer agrees that neither RoboMarkets Deutschland GmbH nor any of its partners, officers, directors, employees, consultants, agents or partners for the performance of the external platform are responsible for trading losses on the client account.

5.8 RoboMarkets Deutschland GmbH may suspend or terminate the authorization via the external platform in consultation with the platform operator at any time and for any reason at its sole discretion and will inform the Customer as soon as possible. At the time of termination or suspension of access to the external platform, the Customer is responsible for all open positions in the Customer's account. The Customer allows RoboMarkets Deutschland GmbH to instruct the Platform Operator to close any open position in Customer's account at the time of blocking access to the external platform or termination of this Agreement.

5.9 The Customer agrees that, except in cases of gross negligence, willful default or fraud, neither RoboMarkets Deutschland GmbH, nor any partner, officer, director, employee, consultant, agent or affiliate of RoboMarkets Deutschland GmbH shall be liable for any act or omission in connection with Customers trading on the External Platform. Customer shall indemnify RoboMarkets Deutschland GmbH, its principals, officers, directors, employees, agents, successors and/or assigns against any and all losses and/or liability (including reasonable attorneys' and accounting fees) arising out of this authority granted to RoboMarkets Deutschland GmbH under this provision to terminate or suspend the External Platform. This does not apply to intent and gross negligence.

5.10 When using the VPS server service, the customer assumes the risk of financial loss and is solely responsible for all trading transactions on his accounts. RoboMarkets Deutschland GmbH assumes no liability for the information provided on the platform, regardless of its nature, and for the failure of the VPS server used by the customer.

6. TRADING

6.1 Order execution procedure

The order execution procedure, which is available on the website of RoboMarkets Deutschland GmbH, summarizes the precautions taken by RoboMarkets Deutschland GmbH to achieve the best possible result for the customer.

6.2 Information on costs and incidental expenses

6.2.1 The fee information of RoboMarkets Deutschland GmbH can be found at www.robomarkets.com. All changes will be announced in advance. RoboMarkets Deutschland GmbH undertakes to notify the Customer in writing within at least 5 (five) working days.

6.2.2 Full disclosure of costs and fees can be obtained from <https://www.robomarkets.de/uber-uns/fur-kunden/dokumente/>.

6.2.3 If part of the total costs and fees are payable in foreign currency or represent an amount in foreign currency, the customer can find the applicable currency conversion rates and costs in the members area (<https://my.robomarkets.de/en/operations/inner-exchange-rates/>).



7. CONSULTATION

7.1 Own assessment and suitability

7.1.1 The Client acknowledges that when placing a Trade Order, the Client bears sole responsibility for assessing and investigating the risks of the Transaction.

7.1.2 The Customer confirms that he/she has sufficient knowledge and experience to assess the benefits and risks of the Transaction.

7.1.3 RoboMarkets Deutschland GmbH does not guarantee to the Customer the adequacy/suitability of the financial instrument traded under this Agreement and does not assume any liability in relation to the transactions entered into.

7.1.4 The customer shall be provided with a risk disclosure notice. This will explain the particular investment risks involved in trading in certain transactions.

7.1.5 By accepting these terms and conditions, the customer confirms that he has carefully read the risks set out in the risk information and is prepared to accept them.

7.1.6 If the client does not understand something, it is recommended to seek advice from an independent specialist in financial and/or legal matters.

7.2 Market Analyses and Comments

In the event that RoboMarkets Deutschland GmbH offers analyses, comments on market events or other information, the following applies:

7.2.1 Analyses, comments on market developments or other information serve only to enable the client to make his own investment decisions and do not constitute investment advice.

7.2.2 RoboMarkets Deutschland GmbH assumes no liability for the accuracy or completeness of this information or with respect to the tax consequences of any transaction based on the information provided.

7.2.3 If the information offered relates only to a specific group of people, the customer agrees that he will only use the information if he belongs to this group of people.

7.2.4 The Customer accepts that RoboMarkets Deutschland GmbH may have reacted to or used the information on which it is based prior to release.

RoboMarkets Deutschland GmbH makes no representations regarding the timing of receipt of the information by the customer and cannot guarantee that the customer will receive this information at the same time as other customers.

7.2.5 Please refer to our Conflicts of Interest Policy in section bb19, which provides information on how RoboMarkets Deutschland GmbH handles conflicts of interest that would affect the impartial investment research provided to the client.

7.3 Independent decision

The customer must make an independent decision as to whether or not to enter into margin transactions (leverage products) with the platform operator under the terms of the contract.

Please note the following in this respect:

7.3.1 RoboMarkets Deutschland GmbH does not offer any advice with respect to leverage products and will not advise on the advantages or disadvantages of leverage products.



7.3.2 The decision to place a leveraged product transaction and the associated impact on the customer's open positions is the sole responsibility of the customer.

7.3.3 RoboMarkets Deutschland GmbH does not advise on the benefits of a transaction carried out by the Customer or the tax or other consequences of such transaction. RoboMarkets Deutschland GmbH does not execute any orders on behalf of the Customer.

7.4 Conflicts of interest

7.4.1 RoboMarkets Deutschland GmbH must have arrangements in place to manage conflicts of interest between RoboMarkets Deutschland GmbH and its customers, which are further described in Section 19.

7.4.2 If RoboMarkets Deutschland GmbH identifies circumstances in which a conflict of interest may exist, RoboMarkets Deutschland GmbH will take concrete steps to manage the respective conflict.

7.4.3 RoboMarkets Deutschland GmbH is not obliged to disclose to the customer or to take into account any information that could involve a breach of the duty of trust towards the employees of RoboMarkets Deutschland GmbH.

7.5 Fees and taxes

The customer agrees to pay the fees of RoboMarkets Deutschland GmbH. These can be viewed on the website of RoboMarkets Deutschland GmbH www.robomarkets.de/forex-handel/handel/kontomodelle/.

Unless otherwise stated, the customer is responsible for:

7.5.1 Taxes levied by the competent authorities.

7.5.2 Transactions made or settled by the customer.

7.5.3 fees or other charges levied by a market or clearing organization.

7.5.4 Payment of interest on all amounts due to RoboMarkets Deutschland GmbH at the rates charged by RoboMarkets Deutschland GmbH, which are available upon request.

7.5.5 Payment of VAT or other taxes, including withholding tax.

7.6 Additional services

7.6.1 RoboMarkets Deutschland GmbH has the right to grant advertising bonuses to the Customer and/or third parties in accordance with the Partner Agreement (Partner Agreement) concluded with the business partners of RoboMarkets Deutschland GmbH.

7.6.2 In addition, RoboMarkets Deutschland GmbH undertakes to disclose further details (clarifications, calculations) at the request of the customer. Please refer to the statements in the Partner Agreement for further clarification.

8. CONFIDENTIAL INFORMATION

8.1 RoboMarkets Deutschland GmbH processes and uses personal data within the meaning of Article 4 Item 1 of the Basic Data Protection Regulation for the purpose of conducting the business relationship and for advertising purposes, which it becomes aware of in the course of the business relationship. The data will only be passed on to third parties in compliance with confidentiality, if this is necessary within the scope of the business relationship. RoboMarkets Deutschland GmbH complies with the requirements of DSGVO and BDSG for the protection of data privacy. RoboMarkets Deutschland GmbH will treat all information about transactions of the customer confidentially, even if the contractual relationship between the customer and RoboMarkets Deutschland GmbH no



longer exists, but the legislator prescribes a storage obligation that goes beyond this. Customer agrees that RoboMarkets Deutschland GmbH may or must disclose such information to subsidiaries, affiliates and business partners of RoboMarkets Deutschland GmbH or governmental authorities.

These include, among others:

8.1.1 Those who provide services to the Company, provided that they keep this information confidential.

8.1.2 Any person to whom RoboMarkets Deutschland GmbH either transfers or intends to transfer its rights or obligations under this Agreement.

8.1.3 third parties who receive customer data as a result of the restructuring, sale or takeover of a subsidiary. It is assumed that the recipient of the Customer Data will use it for the same purposes as RoboMarkets Deutschland GmbH;

8.1.4 State regulatory authorities, credit agencies or other organizations that assist RoboMarkets Deutschland GmbH in the following activities:

a) for the prevention of fraud

b) Prevention of identity fraud

8.2 Customers may request the disclosure of their personal data stored by RoboMarkets Deutschland GmbH at any time. In addition, reference is made to RoboMarkets Deutschland GmbH's Privacy Policy, which can be found on the website of RoboMarkets Deutschland GmbH (www.robomarkets.de).

9. REPRESENTATIONS, WARRANTIES AND AGREEMENTS

9.1 Representations and warranties

The customer assures RoboMarkets Deutschland GmbH at the time of each transaction the following:

9.1.1 The Customer has all necessary powers, authorizations, consents, licenses and authorizations and has taken all necessary steps to lawfully conclude this Agreement and the transactions.

9.1.2 Persons who are subject to these GTC and who conclude each transaction on behalf of the Customer have been duly authorized.

9.1.3 These GTC, each transaction and each obligation arising therefrom are binding on the Customer and will be enforced by RoboMarkets Deutschland GmbH against the Customer.

9.1.5 The Client shall act as principal and sole beneficial owner (not as fiduciary) upon acceptance of these GTC and each transaction.

9.1.6 All information that the Customer provides or has provided to RoboMarkets Deutschland GmbH in relation to his financial situation, residence or other matters is correct and not misleading.

9.1.7 Unless otherwise agreed in writing between RoboMarkets Deutschland GmbH and the Customer, the Customer is the sole beneficial owner of all monies transferred by the Customer under these GTC and other agreements.



9.2 Obligations:

The customer undertakes to RoboMarkets Deutschland GmbH to the following:

9.2.1 The Customer shall at all times obtain all powers, authorizations, consents, licenses and approvals referred to in this section at the request of RoboMarkets Deutschland GmbH and shall do everything necessary to maintain them in full force and effect.

9.2.2 The Customer undertakes to comply with all legal requirements relating to this Agreement and each Transaction. In doing so, he will at all times act with due care.

9.2.3 The customer will not place orders which he has reason to believe to be in breach of applicable law.

9.2.4 The Customer undertakes to provide RoboMarkets Deutschland GmbH on request with the requested information, to the extent permitted by law. Regarding the use of the data received, reference is made to the data protection regulations of RoboMarkets Deutschland GmbH, which can be viewed on the website of RoboMarkets Deutschland GmbH (www.robomarkets.de).

9.2.5 The Customer agrees to provide any Information to RoboMarkets Deutschland GmbH that is requested lawfully. The requested Information will only be used by RoboMarkets Deutschland GmbH in line with the provisions of the Data Protection and Privacy Policies as published on the website (www.robomarkets.de)

10. NETTING AND ASSIGNMENT OF RECEIVABLES

The customer may only offset his claims against claims of RoboMarkets Deutschland GmbH if the customer's claims are undisputed or have been legally established. This netting restriction does not apply to claims of a customer arising from exercising his right of revocation in relation to consumer contracts. RoboMarkets Deutschland GmbH can only offset outstanding claims against claims of the customer in case the claims of RoboMarkets Deutschland GmbH are undisputed or legally binding. The customer may not assign, pledge or otherwise transfer his claims against RoboMarkets Deutschland GmbH to third parties.

11. CANCELLATION AND BLOCKING OF THE CUSTOMER ACCOUNT

11.1 Termination rights

11.1.1 Unless otherwise agreed, contracts for services of RoboMarkets Deutschland GmbH are subject to an initial minimum term of 12 months and a notice period of three months. If the contract is not terminated in due time, it will be extended by one year at a time.

11.1.2 The brokerage agreement concluded between RoboMarkets Deutschland GmbH and the customer is generally concluded for an indefinite period of time. If the agreement runs for an indefinite period, it may be terminated by either party with one month's notice to the end of the calendar month.

11.1.3 The right of termination for good cause pursuant to § 314 BGB (German Civil Code) shall remain unaffected. There are no further contractual rights of withdrawal beyond the statutory rights of withdrawal.

11.2. Form of termination

The termination of both parties requires the text form.

11.3 Final Settlement after Termination

In the event of termination without notice, RoboMarkets Deutschland GmbH will grant the customer a reasonable period of time for settlement, unless immediate settlement is required. If immediate settlement is required, in



particular in the event of imminent insolvency of the Customer, all claims against the Customer to which RoboMarkets Deutschland GmbH is entitled shall become due immediately and all costs caused by the termination, in particular the fees incurred upon conclusion of the transactions, shall be borne by the Customer.

11.4 Blocking Customer Account

RoboMarkets Deutschland GmbH is entitled to block the customer's account at any time if there is good cause to do so.

12. LIMITED LIABILITY

12.1 Limited Liability

RoboMarkets Deutschland GmbH is generally liable for any mistake by its employees and third parties it has contracted to fulfil its obligations. Specific terms and conditions regulating individual business transactions, relationships or agreements that may provide other liability limitation shall take precedence for the respective business and transactions they cover. In case the customer has fully or partially caused damage by culpable, willful or gross negligent conduct (e.g. by violating his obligations listed in No. 11 of these Terms and Conditions), the principles of contributory negligence will determine the extent to which RoboMarkets Deutschland GmbH and the Customer will be apportioned the damage and any possible financial compensation.

12.2 Forwarded orders

Whenever RoboMarkets Deutschland GmbH entrusts a third party with order execution, RoboMarkets Deutschland GmbH will fulfill its duties by sending the order in its own name to the third parties (forwarded order). This includes, for example, obtaining banking information from credit institutions or the custody and administration of securities abroad. In these cases, the liability of RoboMarkets Deutschland GmbH is limited to the careful selection and correct instruction of the third party.

12.3 Disruption of operation

RoboMarkets Deutschland GmbH is not liable for damages caused by force majeure, riots, war and natural disasters or other events beyond its control (e.g. strike, lockout, traffic disruption, governmental orders either domestic or abroad).

13. CUSTOMER COMPLAINT PROCEDURES

RoboMarkets Deutschland GmbH provides the customer with the following information about the procedure and principles that apply when receiving, processing and settling a complaint:

A complaint is any expression of dissatisfaction by a Customer or Potential Customer (complainant) to a financial services institution in relation to its provision of a financial service. The term "complaint" need not necessarily be used. A complaint does not require a specific form. The Customer may submit a complaint to the contact point of RoboMarkets Deutschland GmbH, Bleidenstraße 1, 60311 Frankfurt. RoboMarkets Deutschland GmbH will respond to complaints in an appropriate manner. As a rule, the reply will be by letter, fax or e-mail. In addition to the aforementioned complaint and dispute resolution procedures, the customer also has the option of taking civil action.

14. APPLICABLE LAW AND JURISDICTION

14.1 Applicable law

German law applies to the business relationship between the customer and RoboMarkets Deutschland GmbH.



14.2 Place of jurisdiction for domestic customers

If the Customer is a merchant and the business relationship in dispute is attributable to the operation of his trade, Frankfurt am Main is agreed as the place of jurisdiction for all disputes arising from the contractual relationship; the same applies to a legal entity of the under public law and for special funds under public law.

14.3 Place of jurisdiction for foreign customers

The agreement on the place of jurisdiction also applies to Customers who carry out a comparable commercial activity abroad, as well as to foreign institutions which are comparable with domestic legal entities under public law or with a domestic special fund under public law.

15. MISCELLANEOUS

15.1 Provision of information

RoboMarkets Deutschland GmbH provides the Customer with information on a permanent data carrier. A durable medium is any medium that enables the customer or the company to store information. For the following purposes of providing information, a durable medium is provided for:

- a) for the provision of information in printed form that is sent to the Customer (or his authorised representative).
- b) when you submit information by e-mail or via the website of RoboMarkets Deutschland GmbH. The Customer may choose one of the above options when concluding the contract during registration.

15.2 Amendments to the GTC

The Customer will be notified of changes to these GTC in text form, for example by sending an e-mail. They shall be deemed to be approved if RoboMarkets Deutschland GmbH does not receive the written objection of the Customer within a period of six (6) weeks from the date of notification. The Customer will be expressly informed of these consequences in writing. The objection of the Customer shall be addressed to

RoboMarkets Deutschland GmbH, Bleidenstraße 1, 60311 Frankfurt am Main.

15.3 Notes

Unless otherwise agreed, all notices to be given by RoboMarkets Deutschland GmbH under this Agreement shall be sent to the address or e-mail address provided by the Customer. Similarly, all notices to be given by Customer under this Agreement shall be sent to the address or e-mail address specified in Section 2.1 of these GTCs. The customer will notify RoboMarkets Deutschland GmbH immediately of any change of address.

15.4 Electronic communication

Unless otherwise provided by law, any communication with RoboMarkets Deutschland GmbH using electronic consent forms is legally binding. Orders or instructions given to the Company by e-mail or transmitted by other electronic means shall be deemed evidence of the orders or instructions given to the Company.

15.5 Telephone recording

RoboMarkets Deutschland GmbH records telephone calls with the customer in accordance with legal requirements, the customer accepts this legal requirement. This does not constitute any obligation on the part of RoboMarkets Deutschland GmbH to record and store such recordings. The recordings are the sole property of RoboMarkets Deutschland GmbH and are accepted by the Customer as evidence of the orders or instructions given.



15.6 Our records

In a possible legal dispute between RoboMarkets Deutschland GmbH and the Customer, these recordings will be used as evidence.

15.7 Helpdesk

Information about our helpdesk can be found in the FAQ.

15.8 Reports

By default, the client receives daily reports on trading activities and/or bookings on his trading account. The client can turn off the daily reports in the "Member Area" for any account. The client can use the "Member Area" to generate additional reports on trading operations and/or account movements for a defined period of time.

16. ONLINE SETUP

16.1 Scope of application

The following rules apply to Customer's access and use of RoboMarkets Deutschland GmbH online facilities. They are supplemented by any relevant supplementary agreement between the Customer and RoboMarkets Deutschland GmbH.

16.2 Customer agrees to provide the required information electronically and undertakes to comply with any policy, which may be changed at any time, and any other reasonable instructions given to Customer in relation to the use of the RoboMarkets Deutschland GmbH Online Facility.

16.3 Technical risks

The Customer accepts the risk of financial losses that may arise from failures of information systems, communication systems and other electronic systems. The Customer accepts the risk of financial losses that may occur due to malfunction of hardware and software equipment. The Customer bears the responsibility for its financial losses that may occur due to the incorrect operation of the online facility.

16.4 Communication risks

The Customer accepts the risks associated with unauthorised access to the information he/she sends (by e-mail or via the Instant Message Service) if it has been sent unencrypted. The Customer accepts the risks of financial loss resulting from the fact that messages from RoboMarkets Deutschland GmbH are delayed or not received at all. Customer is solely responsible for the security of confidential information received from RoboMarkets Deutschland GmbH and accepts the risks of financial loss resulting from unauthorized access to Customer's trading account by third parties.

16.5 Login data and security

The Customer must keep the login data issued to him/her secret. He must ensure that this data is only used by the person for whom it was issued. The Customer is liable for the misuse of his login data. The Customer must follow the instructions of RoboMarkets Deutschland GmbH regarding the login data. Customer will inform RoboMarkets Deutschland GmbH immediately if Customer suspects that the security or functionality of the login data of the RoboMarkets Deutschland GmbH online facility is compromised.



16.6 Instructions

16.6.1 The Customer authorizes RoboMarkets Deutschland GmbH to execute without prior inquiry any instruction received from him that was or appears to have been issued using the login data ("Instruction").

16.6.2 The Customer is not obliged to give instructions.

16.6.3 RoboMarkets Deutschland GmbH is not obliged to act or execute a transaction on the instructions of the Customer.

16.6.4 RoboMarkets Deutschland GmbH assumes no responsibility for data not received by it or for data transmissions that are incomplete. The execution of an order is placed according to the data received from RoboMarkets Deutschland GmbH.

16.6.5 The Client may cancel an order prior to its execution. A cancellation is only effective if RoboMarkets Deutschland GmbH reconfirms the cancellation to the Customer. RoboMarkets Deutschland GmbH may cause the cancellation of a Transaction that was executed at an obviously incorrect price or volume. RoboMarkets Deutschland GmbH is also obliged to cancel the Transaction if requested to do so by a governmental regulatory authority.

16.6.6 Acts or omissions of users authorised by Customer shall be deemed to be acts or omissions of Customer.

16.7 Execution of transactions

16.7.1 All transactions forwarded and executed by RoboMarkets Deutschland GmbH are displayed on the RoboMarkets Deutschland GmbH online facility. Failure or delay in displaying orders in RoboMarkets Deutschland GmbH Online facility does not affect the validity of the Transaction.

16.7.2 If a transaction forwarded through the trading platform is executed, but not displayed, it is solely the Client's responsibility to contact RoboMarkets Deutschland GmbH-Online-Institution for further information in order to obtain confirmation of the execution of the transaction. Any failure or delay by Customer in contacting RoboMarkets Deutschland GmbH does not affect the validity of any Transaction.

16.7.3 As soon as a Transaction has been executed, Customer is deemed to have entered into a corresponding agreement with the Platform Operator, regardless of whether the corresponding order execution is displayed in the RoboMarkets Deutschland GmbH online facility or not.

16.8 Internet failures

Since RoboMarkets Deutschland GmbH does not control signal power, reception or routing over the Internet, the configuration of Customer hardware and software components or the reliability of its connectivity, communication failures, distortions or delays in the use of RoboMarkets Deutschland GmbH online facilities are not the responsibility of RoboMarkets Deutschland GmbH.

16.9 Market Risks of Online Foreign Exchange Trading

Trading in currencies involves significant financial risk that may not be suitable for every investor. If currencies are traded via the Internet, this does not reduce the financial risk.

16.10 Using the RoboMarkets Deutschland GmbH Online Facility

16.10.1 In the event of any inconsistency between these GTCs and any related agreements and the Platform Operator's Standard Operating Procedures, the Operating Procedures shall prevail.

16.10.2 The platform operator has the right to change the provisions of the operating procedures at any time with five (5) days' notice. Customer may view all changes via the websites of the third party online platform providers, however, any change in operating procedures may be made with immediate effect for the following reasons:



(a) To enable RoboMarkets Deutschland GmbH to adapt the use of the online facility to comply with applicable laws.

(b) To facilitate the continuous and proper operation of the online facility without interruption or degradation of performance.

16.10.3 Customer acknowledges that it is at the sole discretion and under the control of RoboMarkets Deutschland GmbH to change the online setup, as well as its functionality, configuration, appearance and content at any time. In this regard, the following may be changed:

a) the parameters and methods by which orders are placed, transmitted or marketed

b) The availability of the online facility to the Customer or, in relation to certain currency pairs or transactions, in certain places or at certain times.

16.10.4 Customer agrees to be bound by the various terms, disclaimers, conditions displayed on or linked to the RoboMarkets Deutschland GmbH online facility. These Terms and Disclaimers may be updated and/or modified from time to time without prior written notice to Customer.

16.11 Market data

16.11.1 RoboMarkets Deutschland GmbH is not liable

a) for market data which for any reason is inaccurate or incomplete

b) for actions taken or not taken by the client on the basis of market data.

16.11.2 Customer will use the Market Data exclusively within the scope of RoboMarkets Deutschland GmbH online setup and will not pass on or disclose the Market Data. This does not apply if disclosure of the Market Data is required by law. The Market Data is the intellectual property of RoboMarkets Deutschland GmbH or Licensor and platform operator of RoboMarkets Deutschland GmbH.

16.11.3 RoboMarkets Deutschland GmbH may collect trade-related data and merge it with the data of other users without identifying the customers.

16.11.4 RoboMarkets Deutschland GmbH is the owner of all rights to this data. Customer shall pay all agreed market data fees and all applicable taxes.

16.12 Compliance with laws

The customer undertakes to comply with the statutory provisions when using or accessing a RoboMarkets Deutschland GmbH online facility.

16.13 Confidentiality, privacy, data protection and prohibition of the use of information for advertising purposes

16.13.1 Without the consent of the other party, neither party will disclose any information in connection with the RoboMarkets Deutschland GmbH online facility or use such information for any purpose other than as provided for in the GTCs or the Additional Agreements. This shall not apply if:

a) the information concerned is already publicly available, unless disclosure of the information is due to a breach of these Terms and Conditions

b) the recipient of the information was aware of it at the time of disclosure,

c) they must be disclosed in accordance with the law,

d) the information is requested by a public authority.



16.13.2 RoboMarkets Deutschland GmbH may store and use the contact information of authorized users and security administrators in countries worldwide (including countries outside the EU and EEA). Neither Customer nor RoboMarkets Deutschland GmbH may make any public announcements regarding Customer's use of RoboMarkets Deutschland GmbH Online Facility without the prior written consent of the other.

16.13.3 Under no circumstances will Customer use the name, trade name, brand name, trademark, symbols or abbreviations of RoboMarkets Deutschland GmbH or its affiliates or their respective partners for advertising purposes without the prior written consent of RoboMarkets Deutschland GmbH; furthermore, Customer will not claim that any product or service provided by Customer has been approved or supported by RoboMarkets Deutschland GmbH. This also applies after termination of the contractual relationship.

16.14 Notifications

By accepting these Terms and Conditions, the Customer agrees to the provision of communications (including confirmations, statements and notices required by law) by e-mail and other electronic means.

16.15 Changes

RoboMarkets Deutschland GmbH may amend this section by giving the Customer ten (10) or more business days' written notice (or immediately if an amendment is required by law).

16.16 Third party rights

These Terms and Conditions apply exclusively to RoboMarkets Deutschland GmbH, companies affiliated with RoboMarkets Deutschland and to the Customer.

17. ADVERTISING PROGRAMMES AND SERVICES

All advertising programs and/or related services offered by RoboMarkets Deutschland GmbH are presented with their own described rules and conditions on the official website of RoboMarkets Deutschland GmbH under the heading Advertising. These terms and conditions take precedence over the above terms and conditions.

18. VERIFICATIONS WHEN ESTABLISHING A BUSINESS RELATIONSHIP

18.1 The business partners of RoboMarkets Deutschland GmbH, located outside Germany - offers Customers, based on the applicable legal requirements - the opportunity to complete the identity verification process within 12 days.

18.2 The pre-requisites of this procedure are

- a) The Customer must be able to make deposits of more than 1.000€.
- b) Deposits are only accepted from bank accounts/credit cards that are in the name of the Customer.
- c) Within the time frame of 12 days from the deposit date, the Customer must have completed the verification process.

18.3 If the verification process is not completed within the specified 12-day period, the following measures will be taken:

- a) All open positions on the client's account(s) will be closed
- b) The funds remaining in the account(s) shall be transferred to the Customer's bank account used for the original deposit



c) the business relationship is effectively terminated

18.4 Prior to the start of the verification procedure, the Customer shall give its express consent to the conditions set out in clause 18.2.

18.5 Liquidation of positions on the Client's account and termination of the Contract shall be carried out within 3 calendar days after the 12-day period expires.

18.6 Under no circumstances shall RoboMarkets Deutschland GmbH be liable for any loss incurred by the Customer as a result of the Customer's failure to comply with the requirements set forth in Section 18.2.

18.7 The possibility of granting a verification process within a period of 12 days is at the discretion of RoboMarkets Deutschland GmbH and the Platform Operator. The Customer is not entitled to a specific timeframe or outcome of this process. The Verifications performed by RoboMarkets Deutschland GmbH are conducted in line with the German Anti-Money Laundering Law (Geldwäschegesetz GWG). The Customer can not enter into any transaction on any platform before all verifications are completed.

19. REGULATORY ISSUES

In providing financial services, RoboMarkets Deutschland GmbH is in particular obliged to comply with the German Banking Act, the German Securities Act and various directives. This also includes duties to provide information to Customers, some are listed below in a non-exhaustive list.

19.1 Deposit insurance and compensation scheme

19.1.1 The Compensatory Fund of Securities Trading Companies (EdW) will compensate investors if RoboMarkets Deutschland GmbH finds itself in financial difficulties and is no longer able to meet its obligations arising from securities transactions concluded with its clients. The German Federal Financial Supervisory Authority (BaFin) determines when this event has occurred and publishes this determination in the German Federal Gazette. The compensation claim granted to each investor in the context of securities transactions amounts to 90% of the claims against the securities trading company (max. 20.000€).

19.2 Rules for the avoidance of conflicts of interest

19.2.1 In order to avoid conflicts of interest or to disclose the general nature and origin of conflicts of interest prior to executing transactions for clients, to the extent that organizational arrangements are not sufficient to reasonably avoid the risk of harming client interests, the potential conflicts of interest of RoboMarkets Deutschland GmbH are identified below. These may arise in particular

- in the own interest of RoboMarkets Deutschland GmbH, its directors or employees,
- from business relationships or secondary activities of the managers or employees,
- through performance-related remuneration of managers or employees,
- in the case of the acceptance or granting of grants, and
- for employee transactions.

19.2.2 RoboMarkets Deutschland GmbH takes the following measures to manage these conflicts of interest:

- Establishment of organizational measures to safeguard the interests of customers and the establishment of compliance guidelines that are binding for all employees



- Appointment of a compliance officer responsible for identifying, preventing and managing conflicts of interest
- Establishment of rules for the restriction and monitoring of employee transactions, a watch list and a blacklist as well as confidentiality, which employees must undertake to observe when signing their employment contract
- Information and training of employees
- Client information on execution principles in the "Best Execution Policy"
- Disclosure in the event of acceptance or award of grants and offer to provide further details on request in the Conflicts of Interest Policy

19.2.3 The potential conflicts of interest identified and the measures taken to manage them are set out in the "Conflicts of Interest Policy".

19.3 Execution principles

19.3.1 The Execution Policy forms part of the product-related terms and conditions of the brokerage business of RoboMarkets Deutschland GmbH in terms of investment and contract brokerage pursuant to § 1 (1a) sentence 2 no. 1 and 2 (KWG). They apply to the execution of orders placed by the customer of RoboMarkets Deutschland GmbH for the purpose of the purchase or sale of securities or other financial instruments (e.g. options) - hereinafter referred to as "Financial Instruments". This means that RoboMarkets Deutschland GmbH concludes a corresponding execution transaction based on the client order with another party at a suitable market in the name and for the account of the client. These principles equally apply if the client himself trades through an electronic routing system via an account relationship brokered by RoboMarkets Deutschland GmbH or if RoboMarkets Deutschland GmbH acquires or sells financial instruments in the name and for the account of the client in fulfilment of its obligations under an asset management agreement with the client - § 1 (1a) sentence 2 no. 3 (KWG).

RoboMarkets Deutschland GmbH has established organizational arrangements to enable clients to demonstrate, upon request, that the execution of a specific client order is in accordance with the Execution Policy. These Execution Policy applies equally to the execution of a client order of retail and professional clients within the meaning of MiFID. They do not apply to transactions with eligible counterparties, as the rules on best execution pursuant to § 82 of the German Securities Act do not apply here.

19.3.2 Orders can only be placed by telephone to RoboMarkets Deutschland GmbH or by the Customer himself directly via an order routing system to the account-holding institution and must contain at least the following information:

- unique Identification of the Customer, including name and account number, as well as account-keeping institution
- exact name and number of the securities or contracts, in the case of options and futures contracts also the maturity of the contracts to be concluded and, in the case of an option, the option category (put/call) and the strike price
- type of transaction (buy or sell) and the execution price requested by the client (limit, type of limit)
- duration; for which the order is to be valid if it is not only to be executed on the day the order is placed or at the time of the exchange session held when the order is placed.

RoboMarkets Deutschland GmbH reserves the right not to accept orders that do not contain all of the above information. Orders placed without express determination of the period of validity are valid only for the business day on which the order is placed. If RoboMarkets Deutschland GmbH refuses to execute an order, it will notify the Customer immediately.



19.3.3 RoboMarkets Deutschland GmbH assumes no liability for availability by telephone.

19.3.4 RoboMarkets Deutschland GmbH reserves the right not to execute the Client's order if an order placed or a position opened by the Client would result in the account balance at the account-keeping institution no longer having sufficient funds.

19.3.5 The objective of order execution is to achieve the best possible price for the client, taking into account all costs associated with the execution transaction. Accordingly, RoboMarkets Deutschland GmbH must, at its own discretion, first determine all relevant aspects for the best possible result. In accordance with the factors set out in § 82 of the German Securities Act (WpHG), specifically in relation to the costs associated with executing the order, speed, likelihood of execution and settlement of the order, RoboMarkets Deutschland GmbH has concluded that in order to obtain the best possible prices it will only work with institutions that offer the possibility of electronic trading. This applies equally to the cooperation with Customers who themselves trade through an electronic routing system via an account relationship mediated by RoboMarkets Deutschland GmbH or when RoboMarkets Deutschland GmbH, in fulfillment of its obligations under an asset management agreement with the Customer, acquires or sells financial instruments in the name and for the account of the Customer.

19.3.6 The following shall apply to the execution of orders placed directly by the client himself via an order routing system provided by the account-holding institution:

Transactions concluded through the use of these electronic systems provide for a possibility of reversal in favor of the customer's trading partner in the event that the trading partner has erroneously concluded the transaction at a price which differs significantly and manifestly from the market price (reference price) at the time the transaction was concluded. The trading partner's right of withdrawal or cancellation in this case also applies to the Customer, who in this case has no claims against the account-keeping institution or its trading partners. If the account-keeping institution has already handed over to the Customer what has been obtained from the execution transaction, it is entitled to reverse the transaction. The mis-trade provision set forth in this section also applies in the event that RoboMarkets Deutschland GmbH acquires or sells financial instruments via an order routing system in the name and for the account of the customer in fulfillment of its obligations under an asset management agreement with the customer - § 1 (1a) sentence 2 no. 3 (KWG) -.

19.3.7 RoboMarkets Deutschland GmbH itself has no direct access to the execution venues. It forwards orders to the client's account-keeping institution for execution. If the latter is unable to execute the order itself, it forwards it to another financial services company for execution. This applies in particular to orders to foreign stock exchanges. The choice of possible execution venue is thus limited to those stock exchanges to which the account-holding institution has access either directly or via an intermediate commission agent.

19.3.8 Trading or execution venues of the securities trading companies cooperating with RoboMarkets Deutschland GmbH are the multilateral trading platforms for the following financial instruments:

Stocks:	RoboMarkets Ltd, Limassol, Cyprus
Futures contracts:	RoboMarkets Ltd, Limassol, Cyprus
FOREX:	RoboMarkets Ltd, Limassol, Cyprus
CFD's:	RoboMarkets Ltd, Limassol, Cyprus
ETF's:	RoboMarkets Ltd, Limassol, Cyprus
Single Stock Futures:	RoboMarkets Ltd, Limassol, Cyprus

The platform operator may act as principal for all orders placed or may choose an execution venue at its discretion.



19.3.9 Review of the execution principles

According to the legal provisions, these execution principles must be reviewed at least annually. If there are discernible indications of significant market changes, RoboMarkets Deutschland GmbH will review and, if necessary, modify these Execution Policy during the year.

19.4 Client categorization

19.4.1 In accordance with § 67 of the German Securities Act (WpHG) and the German Securities Supervision Directive (WpDVerVO), RoboMarkets Deutschland GmbH is generally obliged to classify clients as a) private clients, b) professional clients or c) eligible counterparties. According to the WpHG, this classification is linked to various protection mechanisms, with private clients entitled to the highest level.

19.4.2 RoboMarkets Deutschland GmbH categorizes Customers as private Clients. Pursuant to § 67 (3) of the German Securities Act (WpHG), a private Client may, upon written request, obtain a different categorization if he meets at least two of the following three criteria:

1. The client has carried out an average of ten transactions of significant size per quarter over the past year on the market on which the financial instruments for which he/she is to be considered a professional client are traded
2. The client has bank deposits and financial instruments with a value of more than 500.000€
3. The client has exercised a profession on the capital market for at least one year, which requires knowledge of the transactions, investment services and ancillary investment services in question

19.5 Complex financial instruments

In accordance with § 63 (10) of the German Securities Act (WpHG), RoboMarkets Deutschland GmbH is required to perform an appropriateness test for services relating to complex financial instruments based on the information to be obtained from the client there and to examine the suitability and appropriateness of the investment decision. In order to carry out the appropriateness test, the client's knowledge and experience in relation to complex financial instruments must be obtained. If the client does not provide the information or provides only part of it, a corresponding examination cannot be carried out. RoboMarkets Deutschland GmbH therefore reserves the right not to admit the client to services relating to complex financial instruments. If the information provided leads RoboMarkets Deutschland GmbH to the conclusion that complex financial instruments are not appropriate for the Customer at the moment it will inform the Customer accordingly. In this case RoboMarkets Deutschland GmbH reserves the right to prevent the Customer to use such services.

19.6 Customer complaints and complaint procedures

19.6.1 In order to have a proper, effective and transparent procedure for the time-efficient handling of complaints and disputes from retail Customers, RoboMarkets Deutschland GmbH has established the following procedure.

19.6.2 The Customer has the opportunity to complete the relevant "Customer Complaint Form", which can be found in the "Online Facility" or in Appendix 1 to this document.

19.6.3 The "Customer Complaint Form" consists of the following fields:

- identity of the customer who lodged the complaint
- identity of the employee who has undertaken to provide the service to the customer
- department to which the employee in question belongs
- date of receipt of the complaint



- details of the complaint - a detailed description
- financial extent of the potential losses claimed by the customer
- date and summary of the content of the company's reply to the said complaint.

19.6.4 The completed Complaint Form should be sent by post to the Business Address or alternatively by email to compliance@robomarkets.de.

19.6.5 Upon receipt of a Customer Complaint Form, RoboMarkets Deutschland GmbH will send an initial response to the claimant within a reasonable period of time; usually within three (3) business days of receipt of the complaint.

19.6.6 The Company will investigate the complaint within a reasonable period of time, in accordance with applicable law within two (2) months, and will provide the Customer in writing with the result and/or the final decision.

19.6.7 In very unlikely cases, if the investigation could not be completed within the reasonable timeframe of two (2) months, the Customer will be informed again of the progress of the investigation and an additional period of one (1) month will be set.

19.6.8 A complaint to the Financial Arbitration Board should be made within 3 months of receipt of the Company's response if the Customer is not satisfied with the decision of RoboMarkets Deutschland GmbH or if the Company does not respond at all.

19.7 Investment advice

RoboMarkets Deutschland GmbH provides investment advice exclusively upon written request from an interested party. Any such request will only be acted upon after a comprehensive suitability test of the Customer is executed and a suitability classification of the client is issued by the company. RoboMarkets Deutschland GmbH has the right to reject requests for investment advice at its own discretion without further explanation.