



# INTERMEDIATION CONDITIONS AND BROKERAGE CONTRACT

 **RoboMarkets**

ROBOMARKETS DEUTSCHLAND GMBH  
Bleidenstraße 1, 60311,  
Frankfurt am Main



## Intermediation Conditions and Brokerage Contract

### Preamble

RoboMarkets Deutschland GmbH is a financial services institution licensed by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) with BaFin ID 154068.

The Terms and Conditions of Brokerage (the "Agreement"), together with the General Terms and Conditions (GTC), all attachments, appendices and accompanying documents (including the Letter of Notification and any agreements supplementing these Terms and Conditions of Brokerage that may be entered into by you and us) and any applicable documents, completed by you and/or provided by you for the purpose of opening a Trading Account and using a Trading Platform and/or any such documents which we expressly designate as forming part of the current version of this Agreement set out the contractual terms between you and RoboMarkets Deutschland GmbH (hereinafter RMD GmbH). It is therefore in your own interest to read the Agreement carefully. Please inform us as soon as possible if there is anything that is unclear to you or that you do not understand.

### 1. GENERAL INFORMATION:

1.1 RMD GmbH operates financial services in the form of investment brokerage, investment advice, contract brokerage and financial portfolio management. It has the authority to obtain ownership or possession of funds or securities of customers in the course of providing the aforementioned services. The Institute does not engage in proprietary trading in financial instruments.

1.2 The official language of this contract is German.

1.3 These Intermediation Conditions and the Brokerage Contract govern the contractual relationship between RMD GmbH and "clients" within the meaning of the German Securities Trading Act (WpHG). Stateless persons and persons under the age of 18 may not become clients of RMD GmbH.

1.4 Our website: Our website [www.robomarkets.de](http://www.robomarkets.de) contains further information about us and our services and other information relevant to this agreement and contents of our website. In the event of any conflict between this Agreement and the Website, this Agreement shall prevail.

1.5 Unless expressly agreed otherwise, we act as an intermediary between the customer and financial service providers or banks for the opening of trading accounts and the use of trading platforms. In accordance with the international understanding of the term, we refer to ourselves as brokers in our intermediary activity.

The customer accepts that in the case of investment brokerage, the investment decision is made solely by the customer and RMD GmbH merely presents and informs about the financial instruments. Investment advice and financial portfolio management require separate contracts.

1.6 If RMD GmbH obtains ownership or possession of funds or securities of customers, these funds shall be held in one or more separate accounts, which shall be segregated from all other accounts in which funds of RMD GmbH are booked. Records and correct bookkeeping ensure at all times that the funds and financial instruments held are allocated to individual customers and that they can be distinguished from RMD GmbH's own assets. RMD GmbH has taken organizational precautions to minimize the risk of loss or partial loss of client funds or client financial instruments or related rights due to breaches of duty.



## 2. COMMUNICATION

The customer may contact RMD GmbH directly by telephone, e-mail or letter with matters concerning the services and financial instruments brokered by RMD GmbH. The same communication channels apply to the company. Communication - verbal as well as written- can be made in English in addition to the official language (see point 1.2).

Address information of the company:

Robomarkets Deutschland GmbH

Bleidenstraße 1

60311 Frankfurt am Main

Phone: +49 69 20457 824

e-mail: [info@robomarkets.de](mailto:info@robomarkets.de)

[www.robomarkets.de](http://www.robomarkets.de)

Local court: Frankfurt HRB 105969

VAT ID no.: DE 307079063

## 3. TRADING PLATFORMS

- 3.1 In accordance with item 1.5, RMD GmbH shall provide access to online trading platforms. RMD GmbH supports the customer in all technical matters of the online trading platform but is not itself a platform operator.
- 3.2 Online trading platforms constitute a virtual marketplace for the purchase and sale of financial instruments. The number, scope and type of financial instruments that can be traded are determined by the platform operator.
- 3.3 RMD GmbH cannot imply or guarantee that the trading platform will generate profits for the customer and the customer agrees that RMD GmbH cannot be held responsible in any way for the performance of the platform, or any trading losses incurred on the customer's account as a result of trading pursuant to the external platform.
- 3.4 The use of the platform to buy or sell financial instruments requires registration with the platform operator as a user. As a rule, registration shall take place together with the opening of a trading account, stating all facts essential for the business relationship and required by law. This may also include prescribed checks in relation to financial instruments or securities services in order to be able to assess the customer.
- 3.5 The registration with indication of all necessary information is carried out via the website [www.robomarkets.de](http://www.robomarkets.de) by RMD GmbH. Part of the company's service offer is to assist the clients with the account opening formalities and setting up the trading platform.



3.6 The trading account of the Customer connected to the online trading platform shall be subject to the provisions of the platform operator. Deposits to the trading account shall be made in accordance with Item D of the brokerage agreement underlying these Terms and Conditions.

#### 4. TRADING ORDERS/INSTRUCTIONS

4.1 In absolutely exceptional circumstances, the customer may give us instructions in writing, by e-mail, by other electronic means or orally (including by telephone) within the scope of our activities as a contract broker, unless we inform you that the instructions can only be given in a specific way. If the client gives us a trading instruction by telephone, the conversation will be recorded. If we receive instructions by telephone, computer or other medium, we may ask the customer to confirm those instructions in writing. We are authorized to follow instructions notwithstanding any failure by the customer to confirm such instructions in writing. The Internet and other electronic communications may not be secure, reliable or timely. Customer must be aware that any instructions transmitted via the Internet or other electronic means may be intercepted, copied, edited or imitated by third parties.

4.2 If the customer requests us to cancel instructions, we can only do so if we have not yet processed the instruction. Instructions can only be withdrawn or changed with our consent.

4.3 RMD GmbH has the right (but not the obligation) to set limits and/or parameters at its own discretion to control the Customer's authorization to place instructions. Such limits and/or parameters may be changed, increased, decreased, removed or added by Company in its sole discretion. This may include (but is not limited to) the following:

4.3.1 maximum amounts and size of trading orders;

4.3.2 any other limits, parameters or controls that the Company may be required to implement under applicable law.

4.4 Trading orders and instructions may only be accepted and forwarded for trading venues and financial instruments that are enabled on the Client's online trading platform and within the risk limits set by the platform operator.

4.5 If the Customer instructs us to enter into a Transaction, it thereby represents that the Customer is solely responsible for independently assessing and investigating the risks of the Transaction. The Customer represents that it has sufficient knowledge, market experience, professional advice and experience to make its own assessment of the merits and risks of the Transaction. In accordance with Section 63 of the German Securities Trading Act (Wertpapierhandelsgesetz, WpHG), the customer is provided with warnings regarding the risks associated with the type of financial instruments in Annex 2 of this agreement. This risk notice explains the specific investment risks for trading certain transactions. Acceptance of this Agreement by the Customer shall be treated by RMD GmbH as confirmation that the Agreement has been carefully read by the Customer and that the risks outlined in the Risk Notice are accepted.

If there is anything in this Agreement that is not understood by the Customer, it is recommended that independent special

financial and/or legal advice is obtained, particularly with regard to the client's own qualifications for trading in certain financial instruments.



## 5. CLASSIFICATION OF THE INVESTOR

### 5.1 Client classification

MiFID II provides for the categorisation of each client as a "retail client", "professional client" or "eligible counterparty". This client classification is intended to ensure that each client receives the appropriate level of investor protection and information based on their knowledge and experience in dealing with financial instruments and the type, frequency and volume of transactions.

### 5.2 Private clients

In principle, all clients are categorised as private clients (highest available level of investor protection). The category of private clients includes every client who is not a professional client (see point 5.3).

### 5.3 Professional clients

In accordance with the entries on <https://my.robomarkets.de/en/register/>, the client can provide information on being categorised as a Professional Client and referred to the "institution".

In the case of Professional Clients and Eligible Counterparties, the Bank does not carry out an appropriateness test within the meaning of Section 63 (10) WpHG or may assume, in accordance with Article 56 of Delegated Regulation (EU) 2017/565, that these client groups can understand, assess and evaluate the risks of the selected forms of investment. In this context, we would like to point out that we do not obtain any information in accordance with Section 63 (10), Section 64 (3) WpHG and that no warning is issued in accordance with Section 63 (10) WpHG except in the cases prescribed by law.

Professional clients within the meaning of the German Securities Trading Act (WpHG) are clients for whom RoboMarkets Deutschland can assume that they have sufficient experience, knowledge and expertise to make their own investment decisions and to assess the associated risks appropriately (Section 67 (2) WpHG). According to the German Securities Trading Act (WpHG), professional clients are :

Either legal entities defined in the WpHG as such. These include investment service providers, other authorised or supervised financial institutions, insurance companies, other institutional investors or companies that exceed at least two of the following three criteria:

- Balance sheet total of 20 million euros
- Sales revenues of 40 million euros
- Own funds of 2 million euros

Or other legal and natural persons who apply to be assigned to the category of a professional client. These are obliged to state whether at least two of the following three prerequisite criteria will be met:

- on the market on which the financial instruments are traded for which the client is to be classified as a Professional Client, the client has carried out an average of at least ten transactions of significant size per quarter during the last year;
- the client has bank balances and deposit assets worth more than 500,000.00 euros. Real estate assets are not taken into account;
- the customer has exercised a profession in the capital market for at least one year, which requires knowledge of the transactions, securities services and ancillary securities services in question.



The customer understands and acknowledges that if he is classified as a Professional Customer, the protective provisions of the German Securities Trading Act (WpHG) for private customers no longer apply to him. The customer must confirm to the "Broker" in text form that he has taken note of this information.

In accordance with the classification as a Professional Customer, RoboMarkets Germany will, in accordance with the provisions of the German Securities Trading Act (WpHG), execute the transactions with the Customer in accordance with the relevant provisions. The Client is entitled at any time to request a different classification (e.g. as Private Client) in general or for individual transactions in order to obtain a higher level of protection in accordance with the provisions of the Securities Trading Act (WpHG). In this case, a written notification at the e-mail address [compliance@robomarkets.de](mailto:compliance@robomarkets.de) to RoboMarkets Deutschland is required.

#### 5.4 Client Classification

Pursuant to the provisions of the Securities Trading Act, RoboMarkets Germany is obliged to verify the client classification as a "professional private client" also numerically. For this purpose, the client is requested to provide the following information/evidence as part of its registration process via <https://my.robomarkets.de/en/register>:

- Financial portfolio:

The total of all financial investments and cash balances together exceeds EUR 500,000.

YES  NO

- Work experience

Work of more than one year in the financial industry in a position with experience and expertise in the financial transactions offered.

YES

Company / Position:

XING/ LinkedIn Profile:

NO

- Investment Activity:

Average of 10 transactions per quarter in the last year of significant size.

YES  NO

#### 5.5 Declaration of consent

##### 5.5.1 Classification as Professional Client

If RoboMarkets Deutschland accepts the Client's request to be classified as a Professional Client, the Client agrees to the lower level of protection associated therewith. The Client acknowledges that, in comparison, lower protection provisions of the German Securities Trading Act (Wertpapierhandelsgesetz, WpHG) apply than to Private Clients.



### 5.5.2 Declaration of Consent to the Execution Policy

The Client agrees to the Execution Policy established by RoboMarkets Germany. RoboMarkets Germany is not required to provide any information on activities and contractual services or to perform any verification of the suitability of a product for the Client's individual situation.

### 5.5.3 Legal Force

The Client must sign the information provided in the form "Application to be classified as a Professional Client" as part of its registration process in a legally binding manner. If the application relates to more than one person, the form must be completed, submitted and signed individually by each person. The legally binding nature of the classification as a Professional Client also applies to the business relationship between the Client and the Platform Operator.

## 6. FEES

- 6.1 The Customer shall pay a fee for the use of the trading platform and electronic access to the financial markets, which shall depend on the volume of trading and the type of financial instrument and shall be agreed with RMD GmbH. Details on the fees can be found in the price list and in the information on the individual account forms and trading platforms on the website of RMD GmbH at [www.robomarkets.de](http://www.robomarkets.de).
- 6.2 The Customer expressly agrees and authorizes the Company to debit the agreed fees by direct debit from his trading account.
- 6.3 If RMD GmbH receives remuneration or commissions from the account management and/or platform operator, these are intended to improve the quality of the service and to maintain an ongoing service and do not conflict with the provision of the service in the interest of the Customer. The Customer shall be informed about the scope and amount of such benefits.
- 6.4 Notwithstanding the points listed under 6.1 to 6.3, account managers, platform operators and/or execution venues may charge additional fees. RMD GmbH will document this in a separate agreement between the customer, the account manager/platform operator and the institution in each individual case.

## 7. CONFLICTS OF INTEREST

- 7.1 In the provision of financial or securities services, conflicts may arise between the interests of the company, its management, its employees, other persons, contractual partners, affiliated companies and the customer and/or the customers among themselves.
- 7.2 Conflicts of interest are mitigated through internal controls and policies. RMD GmbH has mechanisms in place to manage the identification and avoidance of conflicts of interest. These organizational measures are regularly monitored, adjusted if necessary, and are set out in writing in the document "Information on Dealing with Conflicts of Interest" and made available to the customer upon request. In addition, there are regulations on the handling of customer complaints. A form for submitting complaints can be found as an attachment on the last page of the General Terms and Conditions.



## 8. EMPLOYEE AUTHORIZATION

The employees of RMD GmbH are not authorized to make statements or promises that deviate from the written information material. In the event of a contradiction of the verbal statement to the written information material, the customer is required to clarify this by inquiring with the management of the company.

## 9. MISCELLANEOUS

- 9.1 Changes and additions to this agreement must be made in writing. This shall also be deemed to have been complied with by e-mail communication.
- 9.2 Claims against the Institute and its employees may only be assigned to third parties with the Institute's consent.
- 9.3 Should individual provisions of this Agreement be or become void, invalid or unenforceable in whole or in part, the validity and enforceability of all remaining provisions of this Agreement shall remain unaffected. The parties shall replace the void, invalid or unenforceable provision at their reasonable discretion, taking into account the applicable legal provisions, with the valid and enforceable provision that comes closest to the economic purpose pursued by the void, unenforceable provision in terms of measure, time, place or scope.

## 10. AMENDMENTS AND ADJUSTMENTS

- 10.1 The General Terms and Conditions of this Mediation Agreement may be unilaterally amended or supplemented by the Company with future effect. The customer shall be notified of these changes in writing.
- 10.2 The amendments and supplements shall be deemed to have been approved if the customer does not object in writing or by the agreed electronic means. The objection must be submitted by the customer to the Institute within 6 weeks after notification.

## 11. DATA PROTECTION

- 11.1 The Client agrees that the Institute may electronically record the Client's data that has become known in the course of the business relationship and use it in the course of the brokerage activity. The data shall be summarized and electronically processed to the extent necessary. The data shall be disclosed to third parties only in compliance with the confidentiality of the data, insofar as this is necessary within the scope of the business relationship. In particular, the data may be passed on to other financial service providers for the purpose of setting up the trading account and processing the transactions.
- 11.2 The Customer agrees that telephone calls and chats between RMD GmbH and the Customer may be recorded for evidentiary purposes. This shall apply in particular if there are legal provisions to this effect.





## 12. INVESTOR COMPENSATORY FUND

On the basis of its license to provide financial services, the institute is assigned to the Compensatory Fund of Securities Trading Companies (EdW). Detailed information on the protection of claims can be found in our "Customer Information on the Protection Scheme for Unsecured Claims by Investors and Customers".

## 13. APPLICABLE LAW

The brokerage conditions and the brokerage agreement are subject to the laws of the Federal Republic of Germany.

The place of jurisdiction is Frankfurt am Main.

Confirmed as part of the registration process at <https://my.robomarkets.de/en/register/>

Frankfurt am Main

RoboMarkets Deutschland GmbH



APPENDIX 1 to the INTERMEDIATION CONDITIONS of RoboMarkets Deutschland GmbH

**BROKERAGE AGREEMENT**

**Between:**

**RoboMarkets Deutschland GmbH**  
**HRB 105969**  
**Bleidenstraße 1**  
**60311 Frankfurt am Main**  
**-hereafter referred to as „Broker“**

**and**

**Registration on [www.robomarkets.de](http://www.robomarkets.de) at:**  
**<https://my.robomarkets.de/en/register>**  
**-hereinafter referred to as „customer“**

RoboMarkets Deutschland GmbH (hereinafter, a GmbH registered under the laws of the Federal Republic of Germany, registration number HRB 105969 -Amtsgericht Frankfurt am Main), and for the provision of financial services by the Federal Financial Supervisory Authority approved financial services company (BaFin ID 154068) on the one hand and, Mr./Mrs. Mustermann, hereinafter referred to as the "Customer", on the other hand, hereinafter jointly referred to as the "Parties", have entered into the present brokerage agreement (hereinafter the "Agreement") with each other on the following points:

- A) The Parties shall open a trading account in the name of the "Customer" and held under the exclusive beneficial ownership of the "Customer" at the financial services institution

**RoboMarkets Ltd.**  
**169-171 Arch. Makarios III Ave., floor 8,**  
**3027, Limassol**  
**Cyprus**  
**-hereafter referred to as „the Institute“-**

**RoboMarkets Ltd**, Cyprus, is a broker regulated by the **Cyprus Securities and Exchange Commission** (CySEC) under license number 191/13 and is a member of the **Cyprus Investor Compensation Fund** ("ICF"), which can provide insured clients with compensation of up to €20.000,00.

- B) The "Broker" shall provide the "Customer" with the Client Agreement required for opening an account with the "Institution" as well as all conditions, agreements and KIDs applicable to trading and the contractual relationship in written form on the website [www.robomarkets.de](http://www.robomarkets.de).
- C) The account types which can be selected by the „Customer“ via the website [www.robomarkets.de](http://www.robomarkets.de) with the „Broker“ are constructed by the „Broker“ in terms of type, scope, price and design and are activated exclusively at the instigation of the „Brokers“ with the „Institut“.
- D) The "customer" undertakes to pay the initial deposit specified by the "Broker" for the respective account type to cover security deposits for trading transactions and other claims into a "trust account" opened by the "Institute" for customers at a CRR credit institution. The "Institute" shall book the deposited funds to the "Customer`s" trading account with the "Institute" immediately after they have been credited in accordance with the requirement of strict earmarking. The provisions of Section 1.6 of the Brokerage Terms and Conditions, where applicable, shall be observed without restriction.



- E) The „Broker“ shall be entitled to demand a monthly fee from the „Customer“, which shall be payable until the termination of this „Agreement“, for the brokerage and activation of the trading account, the receipt and further use of the funds deposited on the „Escrow Account“, as well as the provision of support services in connection therewith, and to collect the money from the Escrow Account. The amount of the fee, depending on the account type and the associated conditions, agreements and KIDs, can be viewed on the website <http://www.robomarkets.de/>. The collection of the fee does not include the information provided in the price list and in the details of the individual account types and trading platforms on the website of the „Institute“ at [www.robomarkets.com](http://www.robomarkets.com). The „Broker“ shall endeavour not to pass on to the customer any costs exceeding his own fees.
- F) By signing this agreement, the „Customer“ agrees that the „Broker“ shall provide the financial services to the Customer in accordance with the brokerage conditions, which are available on the website [www.robomarkets.de](http://www.robomarkets.de).  
The terms and conditions of RoboMarkets Deutschland GmbH form an integral part of this agreement.
- G) The „Customer“ accepts that all services under the terms of the Brokerage Terms and Conditions can only be provided after completion of the legally required "know-your-client" procedures and disclosure of all necessary information relating to the „Customer“, its affiliates and transactions. The „Customer“ undertakes, in accordance with the brokerage conditions and the applicable regulations, to provide the „Broker“ with all this information.
- H) The „Customer“ has read and fully understood the terms and conditions of mediation and hereby accepts the terms and conditions of mediation. The „Parties“ irrevocably agree to be bound by the provisions of the Terms and Conditions of Mediation. „Customer“ acknowledges that the Terms of Service may be unilaterally amended and supplemented by RoboMarkets Deutschland GmbH from time to time as set forth in the Terms of Service. The „Customer“ agrees to monitor such changes on a regular basis.
- I) The "Client" agrees to the client categorisation communicated by RoboMarkets Germany. In principle, the "Broker" assigns every new client to the "Private Client" category, as this client category guarantees the highest level of protection provided for by law. The "Client" acknowledges that if he requests to be categorised as a Professional Client in accordance with point 5.1 of the Brokerage Terms and Conditions and this is confirmed by the "Broker", this categorisation shall also apply to the business relationship with the "Institution" and in this case the protection mechanisms provided for Private Clients must be waived.
- J) The „Customer“ has read, understood and accepted the General Terms and Conditions (GTC) of the „Broker“ on the website [www.robomarkets.de](http://www.robomarkets.de). This applies in particular to the sections on execution principles (Best Execution Policy), customer categorisation, information on dealing with conflicts of interest, warnings on dealing with financial instruments, information on data protection and customer information on the protection scheme for unsecured claims of investors and customers.
- K) This contract may be terminated in accordance with the terms and conditions of mediation.
- L) In all cases not specified here (including the meanings of terms in capital letters), the provisions of the terms and conditions of mediation apply.
- M) The contract was signed in two original copies (one copy for each party).

**Confirmed as part of the registration process at <https://my.robomarkets.de/en/register/>**

Frankfurt am Main/Date

RoboMarkets Deutschland GmbH