

Earn
Trading Experience

PUBLIC OFFER AGREEMENT

Effective October 22, 2023

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GENERAL TERMS

This Offer Agreement (referred to as the "Offer" or "Agreement") represents the official offer extended by Top Markets Solutions Ltd (hereinafter referred to as "the Company" or "the Principal") operating under the trade name Earn ¹a company legally established in the Republic of Cyprus (HE272810). The Company is authorized and regulated by the Cyprus Securities and Exchange Commission under the license of a Cyprus Company providing investment services (license number 158/11). The company's registered address is located at Esperidon 5, 4th floor, 2001 Strovolos, Nicosia, Cyprus.

This Offer is addressed to you, a potential "Agent" who is a client of the Company. By sending your referral link for the first time, which can be found on the Company's website, you accept this Offer and express your willingness to enter into an Agency agreement with the Principal, based on the terms and conditions outlined herein.

The purpose of this Agreement is to establish the terms and conditions governing the Agency relationship between the Principal and the Agent. The Agent's role is to refer potential clients (as defined in paragraph 1.1. of this Agreement) to the Company using the provided referral link.

Both the Principal and the Agent acknowledge and agree to abide by the terms and conditions set forth in this Agreement. By accepting this Offer and acting as an Agent, you confirm your understanding and acceptance of the rights, obligations, and responsibilities described herein.

If you agree to the terms and conditions of this Offer, kindly proceed by sending your referral link to potential Clients.

1. GENERAL PROVISIONS

1.1. By accepting this Offer and in accordance with the current legislation of Cyprus, the Agent agrees to provide the Principal with assistance services in facilitating the conclusion of brokerage services agreements with Clients. For the purposes of this Agreement, Clients refer to individuals and legal entities who are residents of EU countries. Please note that this Offer is only available to EU residents who are managed in Cyprus.

1.2. The Services provided by the Agent under this Offer include:

1.2.1. Guiding Clients to relevant information by directing them to the Principal's approved website, which can be found at <https://www.cysec.gov.cy/>. The Platform provided by the Principal, located at <https://earn.eu>, is also an approved website.

1.2.2. Offering technical support to Clients regarding the Platform, website, and account opening procedure.

1.2.3. Assisting Clients in uploading necessary documents to the Platform.

1.2.4. Providing any other similar services as required.

¹ In accordance with CySEC Circular C108, please be informed that the previous name of Top Market Solutions Ltd operating under brand name Earn was TeleTrade-DJ International Consulting Ltd operating under brand name TeleTrade Europe.

1.3. The Services outlined in clause 1.2. are not exhaustive, and the Parties may agree to additional terms, conditions, and procedures for the provision of Services.

1.4. The Agent must adhere to certain restrictions while providing the Services under this Offer. These include not using a direct link from the advertiser's URL, refraining from brand bidding, avoiding the use of Search Engine Ads, cookie stuffing, forced clicks, incorrect spelling of the product and/or advertiser, overlay banners, Cashback schemes, and any form of exploitation that could divert Clients from direct engagement with the Principal.

1.5. Failure to comply with Clause 1.4 may result in the immediate suspension of the Agent, and the Principal reserves the right to terminate this Agreement at its sole discretion.

1.6. In the event of a breach of Clause 1.4, the Principal will notify the Agent accordingly and has the right to suspend and withhold any Agency Fee or payments due for Clients admitted through such means.

1.7. No additional payments will be due to the Agent if a breach of Clause 1.4 occurs, regardless of the Clients' appropriateness, from the date of such breach.

2. PROCEDURE FOR PROVIDING SERVICES

2.1. A significant condition for the Agent to provide services under this Agreement is the presentation of the Principal's commercial proposal by the Agent. This proposal outlines the essential terms of the brokerage service agreement to be concluded between the Principal and potential Clients.

2.2. The Principal retains the right to modify the terms of the brokerage service agreement at any time.

2.3. The Principal is responsible for providing the Agent with the necessary information and documents to **fulfil** their obligations under this Agreement.

2.4. The Principal conducts monitoring of the Agent's services to ensure that the Agent acts in the best interests of the Clients. Various monitoring methods may be employed, including but not limited to checking audio recordings of the Agent's work, **analysing** the logs of the Agent's CRM system, reviewing advertising materials used by the Agent, and conducting interviews with the Agent's staff. The Principal also reserves the right to request a report from the Agent regarding the provision of services. If the Agent refuses to provide the requested report, the Principal has the right to suspend payment under this Agreement until the requested report is received.

2.5. The Principal is not obligated to enter into brokerage services agreements and has the sole discretion to make decisions in this regard.

3. AGENCY FEE AND PAYMENT PROCEDURE FOR INVESTMENT ACCOUNTS

3.1. To receive an Agency Fee, the Agent must share their referral link with potential Clients, which can be obtained from the Company's website.

The Agency Fee Plans **for Direct Market Access and associated products are** as follows:

A. Referral Program

The Referral Program is available to all Clients by default. Under this program, the Agent receives 1,000 points for each attracted Client. Each point is equivalent to EURO 0.02. The points are credited to the Agent's investment account and can be used to offset commissions accrued on the Agent's account for the previous 30 days. Additionally, Agents who are 25 years old or above receive a coupon that entitles them to receive one share from the list of shares published on the Principal's resources.

B. "CPA" Program

After successfully assisting 5 Clients who have entered into a brokerage agreement with the Principal, the Agent has the option to choose the "CPA" Program. To select the "CPA" Program, the Agent must fulfil the conditions mentioned in the previous paragraph and indicate their choice by checking the relevant checkbox on the Principal's website.

Under the "CPA" Program, the Agent's fee for each Client's opened investment account varies based on the deposit amount by the Client's assets, as shown in the table below. The fee for deposits is determined by the monthly Net deposited assets value, which is calculated as the total deposited amount on the account minus the withdrawn amount. If the Client makes subsequent deposits to their investment account, the Agent will receive the difference between the different levels of remuneration based on the total deposit amount.

For larger deposit amounts, the remuneration can be discussed individually.

Monthly Net Deposited amount in EUR	Agent reward, in EUR
Opening a brokerage account	0
> 50	5
> 100	35
> 200	60
> 500	120
> 1000	150
> 2000	220
> 3000	300

Please note that the remuneration amounts are subject to discussion and may vary depending on individual circumstances.

C. "CPA + commission" Program

The Agent becomes eligible to choose the "CPA + commission" Program after successfully assisting 50 Clients who have entered into a brokerage agreement with the Principal. To opt for the "CPA+" Program, the Agent must meet the conditions specified in the previous paragraph and select the relevant checkbox on the Principal's website.

Under the "CPA+ commission" Program, the Agent's fee for each Client's opened investment account varies based on the deposited assets value, as shown in the table below. The fee for deposits on the

investment account is determined by the monthly Net deposited assets value, calculated as the total deposited amount on the account minus the withdrawn amount. If the Client makes subsequent deposits to their investment account, the Agent will receive the difference in remuneration based on the total deposit amount. For significant deposit amounts, the remuneration can be discussed individually. Additionally, the Principal pays the Agent 25% of the brokerage commission from each transaction made by the Client attracted by the Agent.

Monthly Net Deposited amount in EUR	Agent reward in EUR
Opening a brokerage account	0
> 50	3
> 100	17.5
> 200	30
> 500	60
> 1000	75
> 2000	110
> 3000	150
<i>+ 25% of the brokerage commission for all instruments</i>	

Please note that the remuneration amounts and percentages are subject to discussion and may vary depending on individual circumstances.

D. "Unlimited" Option

The Agent can select the "Unlimited" Option if they are already enrolled in the Referral, CPA, or CPA+ Programs and have submitted a request through their personal area on the Principal's website. Requests for the "Unlimited" Option are evaluated on an individual basis, taking into account the Agent's current performance as a partner of the Principal.

Under the "Unlimited" Option, the Agent's fee for increasing deposits on the investment accounts of attracted Clients is 1% of the Net deposited assets value. The Net deposited assets value is calculated as the total deposited amount on the account minus the withdrawn amount. The formula for calculating the fee under the "Unlimited" Option is as follows:

*Fee under "Unlimited Option" = Net deposited assets * 0.01 - Previously paid rewards as Cash and gift share rewards*

In this formula:

Net deposited assets refer to the amount of deposit minus the withdrawal amount.

Amount of deposit represents the assets deposited by the Agent's Clients during the entire period under the brokerage agreement up to the last day of the month for which the fee should be paid.

Withdrawal amount refers to the assets withdrawn by the Agent's Clients during the entire period under the brokerage agreement up to the last day of the month for which the fee should be paid.

Previously paid rewards as Cash and gift share rewards are the fees already paid for a specific client, whose deposits and withdrawals are included in the calculation of the Agent's reward under the Unlimited Option.

The Agent fee under Referral, CPA, or CPA+ Program is paid on the 1st day of the month following the reporting month, according to the terms of the Agreement. The Agent fee under the Unlimited Option is paid as follows:

For deposits made by the Client in the month preceding the payment, there is a one-month cooldown period during which verification takes place. If the verification is successful, the payment is made on the 1st day of the month following the cooldown period.

To successfully complete the verification, the following conditions must be met:

- The newly attracted Client must have entered into a brokerage agreement with the Principal through the Agent's referral link.
- The attracted Clients' accounts must have been deposited with the amounts necessary to calculate the reward under the Unlimited Option.
- The Client attraction must comply with the provided frameworks.
- The Agent must not have used unauthorized marketing materials or practices.
- The sale must not have been made to the "negative market" category of product governance.
- The Client must not have any legitimate claims or justified complaints arising from the Client attraction process.

The Unlimited Option applies to Clients attracted while the Agent was not under the Unlimited Option, but the Agent fee is calculated based on the total Net value of assets deposited during the Agent's Unlimited Option period, provided the Agent complied with the terms listed above.

The Agency Fee is paid based on quality criteria implemented on a case-by-case basis, including the following:

1. No significant violations of laws by the Principal during the last month.
2. Professional performance of duties by the Agent, prioritizing the Client's interests.
3. Acceptability of Clients' Complaints (if any) to the Principal, at the Principal's discretion.
4. Providing Clients with accurate, fair, and non-misleading information about the Principal's services. This includes avoiding solicitation from Clients with zero experience and knowledge regarding complex investment products, as well as ensuring Clients fall within the appropriate target market for the product.

4. RESPONSIBILITY

- 4.1. The Parties bear responsibility for the non-performance or improper performance of their obligations under this Agreement and the laws of Cyprus.
- 4.2. In the event of a Party's failure to perform or improper performance of its obligations under this agreement, the Party at fault shall be liable to compensate the other Party for any losses incurred because of such non-performance. The burden of proof for demonstrating damages rests with the aggrieved Party.

- 4.3. Payment of any penalties does not exempt the Parties from fulfilling their obligations under this Agreement.
- 4.4. If the Party in violation of this Agreement has derived income as a result, the Party whose rights have been violated shall have the right to claim compensation, including lost profits, in an amount not less than the income received.
- 4.5. In accordance with the requirements of the Cyprus Securities and Exchange Commission, the Principal is obliged to collect specific data from the referral network (Agent). By accepting this clause, the Principal confirms that all data provided by the Agent under this clause will be transmitted to CySEC for informational purposes only, with no other purpose for the use of the provided details. The collection of such information is carried out to ensure regulatory transparency of the Principal's referral network activities. In order to comply with CySEC regulations and this Agreement, the Agent must:
 - 4.5.1. Provide the Principal with a list of social media platforms where materials have been published or advertised. Other sources of publication or advertising should also be submitted accordingly.
 - 4.5.2. Ensure that referral activities indicate the risks associated with the benefits, maintain a balanced, accurate, consistent, and transparent approach, and avoid emphasizing potential benefits without providing a fair and prominent indication of the associated risks in a clear, fair, and non-misleading manner.
 - 4.5.3. Ensure that referral materials are published or advertised only in permissible jurisdictions and only when there are no conflicts with the local laws of the country where the marketing materials are being distributed.
 - 4.5.4. Prohibit the promotion of the Company and/or its services or products in conjunction with materials or mediums that reference pornography, violence, offensive language, political ideologies, or other potentially controversial topics.

5. VALIDITY AND TERMINATION

- 5.1. This Agreement, in its latest version, shall become effective upon acceptance by newly adhered Agents and from the date specified as the effective date on the Principal's website for existing Agents. It shall remain valid until both Parties have fulfilled their obligations under this Agreement.
- 5.2. This Agreement may be terminated under the following conditions:
 - a) Either Party may terminate the Agreement by providing a written notice of 30 days to the other Party.
 - b) In the event of a breach of this Agreement or current legislation, either Party may unilaterally terminate the Agreement by providing a written notice of 10 days to the other Party.
 - c) The Agreement may be terminated immediately upon the occurrence of the events described in Clauses 1.4 and 1.5.
- 5.3. The early termination of this Agreement does not release the Parties from their obligation to complete settlements and payment of Agency fees for the services provided.
- 5.4. The Principal reserves the right to unilaterally terminate this Agreement with immediate effect if any suspicious activity is detected on the Agent's account, if the Agent produces negative or

misleading results, engages in direct or indirect fraudulent activities, or violates this Agreement or the General Terms for any other reason.

6. SETTLEMENT OF DISPUTES

- 6.1. The Parties shall endeavour to resolve any disputes arising from this Agreement through negotiations and consultations. If a Party wishes to initiate such negotiations and/or consultations, it must provide written notification to the other Party indicating its intention. The Parties shall consider all claims under this Agreement within 15 (fifteen) days from the date of receipt.
- 6.2. If the Parties are unable to reach an agreement on the dispute through negotiations and consultations, the dispute shall be referred to the District Court of Limassol in accordance with the applicable laws of the Republic of Cyprus.

7. FORCE MAJEURE

- 7.1. The Parties shall not be held responsible for the complete or partial failure to fulfill their obligations under this Agreement if such failure is caused by force majeure events, including but not limited to fire, flood, earthquake, strike, war, public acts, epidemics, etc.
- 7.2. If any of the **circumstances** directly result in the non-performance of obligations within the specified timeframes set forth in this Agreement, the affected timeframes shall be proportionally extended for the duration of the relevant circumstances.
- 7.3. If such circumstances persist for a period exceeding 2 (two) calendar months, either Party has the right to initiate the termination of this Agreement due to the impossibility of its execution. In the event of termination, neither Party shall be entitled to seek compensation for any potential losses.
- 7.4. A Party that is unable to **fulfil** its obligations under this Agreement due to force majeure events must promptly notify the other Party in writing, providing supporting documents issued by the competent authority, within 5 (five) calendar days of the occurrence of the force majeure event.
- 7.5. Failure to report or untimely notification of the occurrence of force majeure events deprives the Party of the right to invoke any of the **circumstances** as a basis for being relieved of liability for non-performance of obligations.
- 7.6. The Parties acknowledge that insolvency of either Party does not constitute a force majeure event.

8. CONFIDENTIALITY AND GDPR

- 8.1. The Parties shall maintain confidentiality with respect to any information obtained during the execution of the Agreement. By mutual consent, any information pertaining to the subject matter and content of the Agreement, its performance, and the results obtained, as well as information concerning personal data subjects, shall be deemed confidential. Each Party shall safeguard the confidential information disclosed to it under the Agreement against unauthorized use, distribution, or disclosure. Such information shall not be transferred to third

parties without the written permission of the other Party and shall not be used for purposes other than fulfilling the obligations under the Agreement.

- 8.2. Both Parties shall implement appropriate technical and organizational measures to prevent unauthorized or unlawful processing of personal data, in accordance with the General Data Protection Regulation 2016/679 (GDPR) and any other relevant national legislation in force in Cyprus.
- 8.3. Any damages resulting from a breach of the confidentiality provisions and/or GDPR regulations shall be determined and compensated in accordance with the laws of the Republic of Cyprus.
- 8.4. Obtaining consent from the data subject for the processing of their personal data may be accomplished by clicking the appropriate electronic button (checkbox), thereby confirming their acknowledgment of and consent to the "processing of personal data."

9. TERMINATION OF AGREEMENT

- 9.1. Upon termination or expiration of this Agreement, Clause 8 (Confidentiality and GDPR) shall remain in effect indefinitely.
- 9.2. The termination or expiration of this Agreement shall not prejudice any rights, remedies, obligations, or liabilities of the parties that have arisen prior to the date of termination or expiration. This includes the right to seek damages for any breach of the Agreement that occurred prior to the date of termination or expiration.

10. OTHER CONDITION

- 10.1. This Agreement represents the complete understanding between the Parties regarding the subject matter herein and supersedes all prior negotiations, representations, and agreements, whether written or oral, between the Parties.
- 10.2. The Parties acknowledge that their communication may be conducted through fax and/or email. They recognize the legal validity of electronic correspondence, fax documents, and scanned copies of documents, which are considered equivalent to paper documents bearing handwritten signatures, subject to the subsequent exchange of original documents.
- 10.3. The Parties may not transfer their rights and obligations under this Agreement, either in whole or in part, to third parties.
- 10.4. If any provision of this Agreement is deemed prohibited or invalid under applicable law, such provision shall be limited to the extent of the prohibition or invalidity without affecting the validity and enforceability of the remaining provisions of this Agreement.
- 10.5. Any legal matters not addressed by this Agreement shall be governed by the current legislation of the Republic of Cyprus.
- 10.6. The failure of a Party to enforce any term of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver of such rights and shall not impair the Agreement or the Parties' rights under the Agreement.
- 10.7. The failure or delay by the Parties in exercising any right under this Agreement or in enforcing or partially enforcing any provision shall not constitute a waiver of such right or provision. A waiver by one Party of a breach or default by the other Party shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of this Agreement.

- 10.8. Modifications and amendments to this Agreement may be made by the Parties, provided that the authorized representatives of the Parties agree to such modifications and amendments in writing.
- 10.9. All appendices attached to this Agreement are considered integral parts thereof.
- 10.10. In the event of a Party's non-performance or improper performance of its obligations under this Agreement, it shall be obligated to compensate the other Party for any resulting losses. The burden of proof of damages rests with the injured Party. The payment of such penalty shall not release the Parties from their obligations under this Agreement. The penalty stipulated in this Agreement shall be paid upon reasonable written claim by the injured Party.

APPENDIX 1. MARKETING AFFILIATE PRINCIPLES AND COMMUNICATIONS

In relation to information provided to Clients and/or potential Clients, the Company has a primary obligation to ensure that all information is fair, clear, and not misleading. Marketing communications should be clearly identified as such and communicated transparently to avoid misleading Clients. The Company must refrain from promoting sexually explicit materials, violence, discrimination based on various factors, or engaging in any illegal activities. Additionally, the Company must respect intellectual property rights and limit advertising marketing materials to services/products for which it holds a license.

COMPARISONS

When making comparisons between investment or ancillary services, financial instruments, or persons providing such services, specific conditions must be met:

1. The comparison must be meaningful and presented in a fair and balanced manner.
2. The sources of the information used for the comparison must be specified.
3. Key facts and assumptions used to make the comparison must be included.

FINANCIAL SUCCESS

Regarding financial success, the following restrictions apply:

1. Promising profits is prohibited.
2. Unwarranted claims of success by traders, including oneself, should not be made.
3. Promising easy or profitable trading is not allowed unless it pertains to learning in the demo mode or platform usage.
4. The use of the terms "play" or "game" should be avoided, even in reference to the demo mode or practice mode, as it implies that the services provided are a game and downplays associated risks.

Practical examples of the above restrictions are as follows:

<p>It is permissible to use the following statements:</p> <p>"User-friendly platform"</p> <p>"Intuitive platform"</p> <p>"Practice trading using an unlimited demo account"</p> <p>"Get to know how to trade using your free demo account"</p> <p>"Learn how to use the platform by trading in the demo mode"</p> <p>However, it is important to avoid making explicit claims of easy learning or promising profitability. Here are revised versions of the statements to adhere to the guidelines:</p> <p>"Platform with user-friendly features for seamless trading"</p> <p>"Intuitive platform-tools to enhance your trading experience"</p>	<p>Not permissible statements:</p> <p>"Easy profits with Earn"</p> <p>"Guaranteed profits by trading with our platform"</p> <p>"Trading is simple to learn with us"</p> <p>"Start learning to trade, and make a profit anywhere and anytime"</p> <p>"Trading is simple, even for beginners"</p>
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<p>"Effortlessly navigate our platform for smooth trading"</p> <p>"Familiarize yourself with trading using our unlimited demo account"</p> <p>"Gain experience in using the platform through practice trading in demo mode"</p> <p>"Trade anytime, anywhere, and learn to trade effectively with our demo account on the platform"</p> <p>"Discover the potential for growth with Earn."</p> <p>"Explore trading opportunities with our platform."</p> <p>"Learn the fundamentals of trading with our educational resources."</p> <p>"Embark on your trading journey and explore new possibilities."</p> <p>"Our platform provides a user-friendly experience for traders of all levels."</p>	
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Remember, it is essential to ensure that all statements are fair, clear, and not misleading, and that they do not imply guaranteed financial success.

ABSOLUTE STATEMENTS

An absolute statement is a statement that states something which is not relative or comparable but which is absolute. The following words are examples of absolute adjectives "best" "top" and "first" and may only be used in Marketing Communications if such statements are supported by objective facts, e.g. if the Company has won an award that states the "best investment firm in Cyprus".

Examples of the restrictions on the use of "absolute statements" are as follows:

Incorrect: "Our platform is the best in the industry."

Correct: "Our platform has received industry recognition for its innovative features."

Incorrect: "We are the top investment firm in the market."

Correct: "We have been ranked among the top investment firms by reputable financial publications."

Incorrect: "Be the first to achieve financial success with our services."

Correct: "Join our community of successful traders who have achieved financial milestones."

Incorrect: "Experience the best trading conditions with us."

Correct: "Our trading conditions are designed to provide a competitive and reliable environment for our clients."

Incorrect: "We guarantee the highest returns on your investments."

Correct: "Our investment strategies have delivered consistent returns in the past, but please note that investments are subject to market risks."

It's important to ensure that any claims made in marketing communications are supported by objective facts, evidence, or industry recognition to avoid misleading statements.

- "One of the top investment firms"
- "One of the leading platforms"
- "A leading specific instrument provider"
- "A top specific instrument provider"

Avoid using the following statements:

- "Number one specific instrument provider"
- "Best platform"
- "Best specific instrument provider"

PAST PERFORMANCE

When providing information about past performance, the following conditions must be met:

- a. The indication of past performance should not be the most prominent feature of the communication.
- b. The information should include relevant performance data covering the immediately preceding 5 years or the entire period for which the financial instrument, financial index, or investment service has been offered, based on complete 12-month periods.
- c. The reference period and the source of the information should be clearly stated.
- d. The information should include a prominent warning that past performance is not a reliable indicator of future results.
- e. If the figures are denominated in a currency different from the client's or potential client's resident country, the currency should be clearly stated, along with a warning about potential currency fluctuations.
- f. If the indication is based on gross performance, the impact of commissions, fees, or other charges must be disclosed.

FUTURE PERFORMANCE

When providing information about future performance, the following conditions must be met:

The information should not be based on or refer to past simulated performance.

The information should be based on reasonable assumptions supported by objective data.

If the information is based on gross performance, the impact of commissions, fees, or other charges must be disclosed.

The information should contain a warning that forecasts are not reliable indicators of future performance.

USE OF THE WORD "FREE"

The word "free" may be used in relation to the demo mode, the software, the platform, and the charts. The word "free" shall not be used concerning trade or risk

Practical examples:

"Say"

- "The demo mode is free to use"
- "Download the platform for free"
- "Get free access to our trading software"
- "Enjoy free live streaming charts and quotes"

Do not say:

- "Trade for free"
- "Risk-free trading"
- "Get free profits"
- "Free from all risks"

RESTRICTED AUDIENCE

Marketing shall not be directed to prohibited audiences, which include, but are not limited to, the following:

- a) Persons who are under the age of 18 years.
- b) Residents of jurisdictions where such services are prohibited by domestic laws, rules, or regulations.
- c) Residents of countries considered high risk for money laundering.

In addition, the following guidelines should be followed in marketing materials:

Emphasize both potential benefits and associated risks in a fair and prominent manner.

Avoid disguising, diminishing, or obscuring important items, statements, or warnings.

Refrain from giving advice or offering opinions unless done by a licensed and authorized person approved by the Company.

Clearly state that certain fees may apply, and do not claim that there are no fees.

Avoid encouraging clients to deposit beyond their economic profile.

Do not place psychological pressure on clients.

By adhering to these guidelines, the marketing materials can ensure responsible and compliant communication with the target audience.

PRACTICAL EXAMPLES

Examples of good practice in marketing communication include:

Presenting important information, statements, or warnings in clear and bold type styles.

Ensuring the size of important information, such as risk warnings, is proportionate to the marketing material's content, size, and orientation.

Clearly stating risk warnings within the main body of the banner/picture and/or sign/invitation for account opening and ahead of any small print.

Providing marketing materials to clients in a timely manner and ensuring they are fair and not misleading.

Presenting information based on accurate data that reflects all explicit and implicit costs and charges. Adequately disclosing any inducements.

Examples of prohibited practices include:

Diminishing risk warnings by using small font sizes and unclear type styles or placing them outside the main advertisement border.

Hiding important information that can only be accessed through significant scrolling down or multiple-page links.

Using regulatory logos and trademarks, such as CySEC's or other regulators', without authorization.

Offering trading bonuses or incentives to the company's clients.

Adhering to good practices and avoiding prohibited practices helps ensure transparency, clarity, and compliance in marketing communications.