

Terms and Conditions

Thank you for opening a Taurus Europe account. These Terms and Conditions (“**T&C**”) were last updated and published on **May X, 2025**, and set out the different services which we may provide to you. We recommend that you print a copy for your records.

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PART 1 – GENERAL INFORMATION

1. ABOUT US

1.1 These Terms and Conditions which include the below schedules (the “**Schedules**”), any express consents given by you from time to time, and any documents we refer to, including the Risk Disclosure, Conflicts of Interest Policy, the Order Execution Policy and the Privacy Notice, form the agreement between you and Taurus (Europe) Ltd (“**Taurus Europe**”, “**we**”, “**us**”, and “**our**”). We refer to all these documents as the “**Agreement**”. You expressly agree to the terms of the Agreement, and we will also treat your access to and use of our Services (our “**Services**” are explained in clause 2 below) as acceptance of the terms of the Agreement.

1.2 You are responsible for checking our website (taurushq.com/legal. OR tdx.eu?) periodically in order to review the current version of the Terms and Conditions. Please contact us if you have any questions. Our contact details are available in clause 10 – “Communicating with you” below.

1.3 Taurus (Europe) Ltd is authorised and regulated by the Cyprus Securities and Exchange Commission (“**CySEC**”) with reference number [..]. Its registered number is HE 460666, its registered office is Lampousas 1, 1095 Nicosia, Cyprus and principal place of business is at Themistokli Dervi 40, Agion Omologiton, 1066 Nicosia, Cyprus.

1.4 The CySEC’s contact details are as follows: Office Address: 19 Diagorou Street, 1097 Nicosia, Cyprus Telephone: +357 22506600. Postal Address: P.O BOX 24996, 1306 Nicosia, Cyprus.

2 OUR SERVICES

2.1 We provide access to an electronic trading platform, which can be proprietary platform of Taurus Europe or of another Taurus company (“**Taurus Platform**”). It can be accessed via a mobile and/or web-based application, where you can:

- a. trade financial instruments;
- b. trade crypto-assets (incl. transfer);

we call the above the “**Services**”.

2.2 We also provide relevant safekeeping and custody services for your investments and trades (“**Custody Services**”).

2.3 When we say “Services”, we are talking about all our services as described above, which includes the Trading Services, the Custody Services and other related services that Taurus Europe is duly authorised to provide.

2.4 Some of the terms in the Agreement only apply to certain Services. If you do not use those Services, then those terms will not be a part of your Agreement with us. We will always be clear which terms apply to which Service, but please contact us if anything is unclear.

2.5 You should read the main document, as well as the Schedule(s) that apply to the Services that you use, as follows:

- General T&C: applies to all Taurus Europe clients
- Schedule A: applies if you trade financial instruments
- Schedule B: applies if you trade crypto-assets.

3 REGULATORY STATUS OF OUR SERVICES

Legal framework

3.1 Our Services are regulated and governed by the European and Cypriot regulatory frameworks.

Trading Services and the Appropriateness Assessment

3.2 The Trading Services is an execution-only service. This means that you will be responsible for all investment/trading decisions and actions made in your personal account and/or via a sub account held with Taurus, with respect to the trades that you enter into. This includes, but is not limited to, opening, closing, or not opening or closing, a transaction. The capacities that we trade in on your behalf, including whether as principal, riskless principal or as agent, are set on in the Schedule(s) that apply to the Services that you use.

3.3 You may be trading a complex product, when you use our Trading Services. Before you trade in a complex product, we are required to assess whether the product is appropriate for you (the “**Appropriateness Assessment**”). We do this by obtaining from you information about your investment knowledge and experience in trading such products and assessing that information.

3.4 If we consider that the complex product is inappropriate for you, or if you do not provide us with the required information to conduct the Appropriateness Assessment, we may not allow you to trade in such instruments or we will provide you with a warning in relating to the trading of such instruments.

Information provided by you

3.5 You agree and acknowledge that the Appropriateness Assessment are performed based on information and documents provided by you, and we may rely upon the information and documents provided by you and we are not responsible for any damages or losses which

may arise from any inaccuracies. In addition, you agree to immediately notify us of any changes to the information and documents which you have provided, and to provide use with up to date, accurate and complete information to enable us to conduct each Appropriateness Assessment at our reasonable request.

4 LIMITATIONS TO OUR SERVICES

- 4.1 We do not provide personalised investment recommendations, or investment or tax related advice or portfolio management services. Any explanation or information which we give to you as part of a trade, or about the performance of a trade, is not intended to be, and should not be considered as advice.
- 4.2 The Taurus Platform is not an exchange, a market or a multilateral trading platform for crypto-assets. This means that:
- you can only enter into trades and investments with us on the platform, and not third parties;
 - all trades opened on our platform must be closed on our platform;
 - all products which you purchase on our platform can only be sold on our platform, and not a third party platform;
 - you will generally not be able to transfer products into your Taurus Europe account, out of your Taurus Europe account or to a third party at any time. However, we reserve the right to permit and support this functionality at our discretion, including, for example, the ability for you to transfer certain products between your Taurus Europe account and electronic wallets; and
 - our prices will be different from the prices provided by other brokers, the market price, as well as the current prices on any exchanges or trading platforms.
- 4.3 Therefore, you expressly consent to us executing orders of a regulated market, multilateral trading facility, organised trading facility, or trading platform for crypto-assets in the manner described in these Terms and Conditions, the relevant Schedule, and the Order Execution Policy.
- 4.4 We may not provide all of our Services to clients domiciled in certain countries due to restrictions under applicable law, or restrictions under our internal policies (these are known as "**Restricted Countries**"). If you are a resident of a Restricted Country, you may be able to access some of our Services, but not all of our Services. We may change the list of restricted countries, as well as the Services that are available in a Restricted Country, from time to time. For further information, please speak to us, our contact details are available in clause 10 – "Communicating with you".

- 4.5 We will not accept applications for Taurus Europe accounts from residents domiciled in Canada, or residents or citizens of the United States of America, as well as other countries as required by applicable law, or required by our internal policies from time to time (these are known as "**Forbidden Countries**"). We may change the list of Forbidden Countries from time to time. For further information, please speak to us. Our contact details are available in clause 10 – "Communicating with you".
- 4.6 Our Services may not be available in a Forbidden Country. If you are travelling to a Forbidden Country, you may not have access to your Taurus Europe account or any of our Services. This restriction applies even if you do not normally reside in the Forbidden Country.
- 4.7 We do not undertake nor have the responsibility to keep your Account and/or the Services open under all circumstances, including but not limited to, further to an event that will bring, changes in the list of Forbidden Countries and/or Restricted Countries and/or in any applicable law or regulation.
- 4.8 We do not permit "US persons" (as defined by the Internal Revenue Service "IRS") to become clients of Taurus. If we identify you as a US person, we may close any open positions you may hold and then block or close your Taurus Europe account.
- 4.9 If you declare that you are not a US person, we may ask you to sign a W-8BEN form before accepting you as a client.

5 THE KEY RISKS OF USING OUR SERVICES

- 5.1 The risk of using our Services, is that you could lose all your money which you have deposited into your Taurus Europe account. Therefore, you should not trade or invest money that you cannot afford to lose. It is important that you fully understand the risks involved before deciding to trade with us considering your financial resources, level of experience, and risk appetite. If required, you should seek advice from an independent financial advisor.
- 5.2 The actual returns and losses experienced by you will vary depending on many factors, including, but not limited to, market behaviour, market movement, and your trade size.
- 5.3 The value of your trades/investments may go up or down.
- 5.4 Past performance is not a guide to future performance.
- 5.5 Taurus Europe is not authorised and does not provide any investment advice. You hereby agree and acknowledge that any investment activity that you chose is further to your own will and accord.

5.6 Your Taurus Europe account and our Services are provided in euros. This means that transactions with Taurus Europe will carry an inherent foreign exchange risk, unless all the money that you put into and take out of your Taurus Europe account is in euros.

5.7 More information on the risks associated with using each of the Services is set out in each Schedule, the Risk Disclosure, and on our website.

Electronic trading platform

5.8 When you trade on an electronic platform, such as the Taurus Platform, there is a risk that you will lose money as a result of:

- a. the failure of your computer/mobile/digital device (including its battery);
- b. a weak internet connection, or a weak mobile connection, which means you may not be able to connect to the Taurus Platform, or if you are able to connect there may be a delay;
- c. hacking or the use of malicious software that allows a third party to gain access to your information and/or assets;
- d. your device being incompatible with the Taurus Platform or system specifications, including due to incorrect settings or system specifications; and/or
- e. the failure or malfunction of Taurus Europe's or your hardware or software.

5.9 Some of the features available on the Taurus Platform may not be available if you are accessing the platform on a mobile device.

You must monitor your trades regularly

5.10 If you believe you have an order or trade that is not showing on the Taurus Platform, or have any other issue or problem with any order or trade, you should contact us immediately.

5.11 In any case, if something unexpected happens related to your account with us, you must inform us within 48 hours of the unexpected event. If you fail to do so, we shall not be held liable.

6 BEST EXECUTION

6.1 We are required to take sufficient steps to achieve the best possible result for you, on a consistent basis, when providing our Services. Our Order Execution policy sets out the procedures we follow in transmitting the orders as well as the relevant market factors that are taken into account as part of the best execution obligation. The Order Execution policy, which may be amended from time to time, forms part of our Agreement with you and is available on our website.

6.2 We understand that the best execution result is one that produces the best possible result for you, and that the "best possible result" is the best possible result in combination across all your trades. This means that some trades, taken individually, may be less favourable. Where we reasonably believe that it is in the overall best interest of all our clients, we may combine your order with our own orders or those of other clients, or we may split your orders. Best interests are not solely determined by price, and we also consider other factors, such as the speed of the trade and the likelihood of the trade being successful, to be important. Aggregation or splitting of orders may result in you obtaining, on some occasions, more favourable terms or price, and, on other occasions, less favourable terms or price than if your order had been executed separately.

6.3 As explained in our Order Execution policy, your orders may be transmitted to third party service providers and might be executed outside a trading platform. You hereby expressly agree that we solicit third party service providers aiming to achieve the best result for you.

6.4 You always have the option to give us specific instructions. However, this may prevent us from achieving the best result for you.

6.5 We monitor the effectiveness of our Order Execution policy regularly to ensure that we consistently achieve the best results for you.

7 CONFLICTS OF INTERESTS

7.1 We are required to act in your best interest when providing our Services. However, there may be instances where your interests conflict with our interests, or with another client's interests. For example:

- a. we may execute hedging transactions before or after entering into a transaction with you to manage our risk in relation to the transaction, which may impact the price you pay or receive for such transactions, and we will retain any profits generated by such hedging. However, we are not required to hedge transactions if we do not want to;
- b. we may enter into arrangements with third parties, or with other clients, where we make payments to them or receive payments from them based on your trading activity or volume, where such arrangements are permitted by applicable law. These payments may include rebates, commissions, widened spreads and profit sharing;
- c. we may provide, pay or receive fees, commissions or non-monetary benefits where such payments are permitted by applicable law;

- d. we may share dealing charges with our affiliate companies or receive remuneration from them in respect of transactions carried out on your behalf;
- e. we may be the counterparty to trades that you enter into; and
- f. we are responsible for setting the price of instruments and products which can be traded on the Taurus Platform. This means that our prices will be different from the prices provided by other brokers and the market price, as well as the current prices on any exchanges or trading platforms.

7.2 We have in place internal policies and arrangements to help manage any conflicts including as set out in our Conflicts of Interest Policy and which is available on our website. In addition, the potential conflicts related to trading detailed above are subject to a detailed objective criteria which is set out in our Order Execution Policy.

8 HOW YOUR MONEY IS PROTECTED

8.1 Taurus Europe is a member of the Cyprus Investor Compensation Fund ("Fund"). If we fail, and subject to limitations and conditions, the Fund can return the 90% of the cumulative investment or the monetary value of your investment or the sum of up to €20,000 (whichever is lowest) or as may be updated from time to time. For more information about the Fund, visit CySEC website at <https://www.cysec.gov.cy/en-GB/investor-protection/tae/information/>.

8.2 Importantly, the Fund protection is only applicable to Eligible funds and financial instruments. The term "eligible funds and financial instruments" includes all funds and financial instruments of the covered clients which we hold directly and/or indirectly at any given time. This also means that any crypto-asset trades, are not protected.

9 HOW YOU CAN MAKE A COMPLAINT

9.1 If you are unhappy with a Service or something has gone wrong, please contact us and we will try to put it right in line with the relevant framework applicable. You may contact us directly via:

- a. your Taurus Europe account; or
- b. email at support@taurushq.com

9.2 For more information on our Complaints Handling Procedure, please visit our website at <https://www.taurushq.com/legal/taurus-eu-terms/>.

9.3 If you're still not happy with how we've dealt with your complaint, you can refer it to the Financial Ombudsman of the Republic of Cyprus or to the CySEC or to relevant courts. For more information on such alternative

solutions, please refer to our Complaints Handling Procedure.

10 COMMUNICATING WITH YOU

How we may contact you

10.1 You expressly consent to that we may use our platform or website <https://www.taurushq.com/>, as we deem appropriate, to inform you of information about us and of material changes or updates to such information (including changes to our Agreement and our Order Execution Policy).

10.2 We may also communicate with you via our website and applications, by email, telephone, post, newsletter, letter, electronic chats, and/or any other means of communication. We will use the contact details you gave us when you opened your Taurus Europe account, and as updated by you to us.

10.3 If your details change, including your email address, contact numbers, name, home address, country of residence or nationality, you must tell us as soon as possible and provide us with the relevant supportive documentation. If you do not let us know, you might not receive important information from us.

10.4 Our Agreement with you, and all information, statements and notifications between you and us, will be in English and we will communicate in English. If we provide you with documents in another language, and there is an inconsistency, the English version will prevail.

Contacting us

10.5 If you have any questions about the Agreement, you can contact us in the following ways:

Online support@taurushq.com

By post

Taurus (Europe) Ltd.
Themistokli Dervi 40
Agion Omologiton
1066 Nicosia
Cyprus

11 CLIENT CLASSIFICATION

11.1 We will classify you as a retail client for the purposes of the Services. Retail clients are given the highest level of protection under applicable law.

11.2 You may request that we re-categorise you as a different type of client, but we may choose not to re-classify you at our sole discretion and/or if we deem that you do not fulfil the requirements and/or the criteria as per the legal framework. If you are re-

classified as a professional client, you may lose certain protections. Please read our Client Categorisation Notice, setting out the regulatory protections that you will keep, as well as those that you will lose. If a term of the Client Categorisation Notice conflicts with, or is different to, a term in this Agreement, the Client Categorisation Notice will apply.

12 HOW TO OPEN AND MAINTAIN YOUR TAURUS EUROPE ACCOUNT

Applying for an account

12.1 To apply for a Taurus Europe account, you will need to complete an online application form and provide us with information that we request, so that we can identify you, verify your identity, and conduct fraud checks, sanctions checks, anti-money laundering and counter-terrorism checks, and any other checks as required by applicable law, including without limitation, the Foreign Account Tax Compliance Act ("FATCA") and the Automatic Exchange of Information ("AEOI") so as to comply with, inter alia, the Common Reporting Standards obligation ("CRS") including Crypto-Asset Reporting Framework ("CARF"), and our internal procedures. This means we will require you to provide us with personally identifiable information, the countries where you are a tax resident, confirmation of whether or not you are a US citizen or whether or not your place of birth is in the US or any other information which will be required under applicable law.

12.2 You will also need to provide us with information so we can assess whether the Trading Services are appropriate for you. Please refer to clause 3 – "Regulatory status of our Services" for more information about the Appropriateness Assessments (and/or the suitability assessments).

12.3 If you are applying for a Taurus Europe account on behalf of a business, you must have the authority to enter into agreements, including this Agreement, on behalf of that business.

12.4 It is forbidden to have more than one Taurus Europe account. Should it happen, we may combine your Taurus Europe accounts into one.

Linking a payment method

12.5 In order to deposit money into your Taurus Europe account, you will need to link your Taurus Europe account to a bank account, debit card, credit card, electronic wallet or other means of payment, which is approved by us. We call this your "Payment Method". We may allow you to link more than one payment method, but we are not required to do so. We may accept different payment methods in different countries.

12.6 The Payment Method (bank account/debit card/credit card, etc.) must belong to you, and must be in your name. We do not accept money not owned by yourself to be deposited into your Taurus Europe account. We may require you to provide us with documents to verify the details, and the ownership of your Payment Method. If we cannot verify the details of your Payment Method, or if we cannot verify that the Payment Method belongs to you, you will not be able to deposit money into your Taurus Europe account.

12.7 We may process your deposits and withdrawals, and reserve the right to use electronic wallets and payment processing accounts operated by a Taurus Europe affiliate. To the extent permitted by applicable law, if you withdraw funds from your Taurus Europe account to another account operated by a Taurus group entity, including an electronic wallet (crypto, fiat or any other wallet), **we may instruct the Taurus entity to reverse the withdrawal** (and return the money to the original account where it will be subject to these Terms and Conditions, including any set-off right), freeze, or block the relevant withdrawal(s) to the extent that we have indications that you have breached this Terms and Conditions, including any rules of trading (we explain our rules of trading in clause 23 - "Rules of trading") in our sole discretion. Where any such another Taurus group entity has the right to recover any money that you owe to it, we may, and to the extent permitted under applicable law, to assist that Taurus group entity in exercising their rights in recovering the money so due, including by transferring money from the available balance in your Taurus Europe account to that Taurus group entity. We will try to notify you when we do this, but there may be legal reasons that prevent us from doing so.

Provision of information

12.8 We may, from time to time, require additional information and/or documents (including as required by anti-money laundering regulations and any other similar regulations applicable to us ("AML"), as well as for anti-fraud measures or any other related internal procedures), or clarifications to information and/or documents which you have provided to us.

12.9 **If any information which you have provided to us changes, you should tell us, in writing (incl. by electronic means), as soon as possible, and no later than 30 days after the change takes place. If not already done, we may ask you to provide us with evidence of such changes and/or updated documents. The changes will take effect once the required evidence and/or documents are provided.**

12.10 The information you provide to us must be complete, accurate and not misleading. If you do not provide us with the required information, or if you provide inaccurate, incomplete or misleading information, we

will not be able to open a Taurus Europe account for you, or, if you already have a Taurus Europe account, we may freeze, block, or close your Taurus Europe account.

12.11 At its sole discretion or as required by applicable law, **Taurus Europe may share relevant information and/or document with other entities of the Taurus group for risk management purposes**, in particular AML risk and audits. Once transferred, the information and/or document may be subject to a different applicable law.

13 KEEPING YOUR TAURUS EUROPE ACCOUNT SAFE

13.1 If we accept your application, we will open a Taurus Europe account for you. You will need to choose a username and a password to access your Taurus Europe account and we may also require other security details.

13.2 It is your responsibility to take all reasonable steps to keep your Taurus Europe account safe. For example, you should keep your security details, such as your username and password, a secret. You should select a password that it is not easy to guess (such as using a combination of uppercase and lowercase letters, numbers and symbols) and is a unique password for your Taurus Europe account. We recommend that you do not re-use a password previously used by you for other platforms/services. You should also apply two-factor authentication to your account to keep your account secure.

13.3 You will need to change your security details immediately and contact us as soon as possible if you think someone else knows them.

13.4 At our sole discretion we may block access to your Taurus Europe account or block access to our Services if we believe that it is necessary for reasons like security, legal or compliance without providing you with the reason. For example, if we think someone may have access to or is using your Taurus Europe account without your permission.

13.5 We may contact you to provide you with new security details or contact you to require you to change your security details.

14 HOW TO PAY MONEY INTO, AND TAKE MONEY OUT OF, YOUR TAURUS EUROPE ACCOUNT

Paying money in (also called "deposits")

14.1 You can pay money into your Taurus Europe account by using one of your payment methods (which we referred to in clause 12 – "How to open, and maintain your Taurus Europe account"). We do not accept cash or cheques.

14.2 Our transfer fees are set out on our website. If however there is a fee charged from the payment service provider from your side, then we reserve the right to charge that fee to you.

14.3 Your money will show in your Taurus Europe account as soon as we are satisfied that it comes from you and any other checks required in line with our internal procedures and the applicable law (including but not limited to anti-money laundering requirements) have been completed.

14.4 We may place a limit on how much money you can pay into your Taurus Europe account. We will let you know in advance if we do this.

14.5 We may return any money which comes in from a Payment Method that does not belong to you and/or is not in your name. If we are charged fees for returning your money, we will deduct an amount equal to that fee from the money which we are returning.

Taking money out (also called "withdrawals")

14.6 You can take money out of your Taurus Europe account by sending it back to the Payment Method that it came in from (initial deposit), subject to any applicable law and any regulatory restrictions that may apply (including AML restrictions), which may prevent us from sending it to that Payment Method. We may permit you to withdraw money to an alternative payment method also in your name, but only after we are satisfied that the alternative payment method belongs to you and is approved by us (subject to any applicable law and regulatory restrictions, including AML restrictions).

14.7 You may not be able to take money out of your Taurus Europe account if it would leave insufficient funds in your Taurus Europe account to pay for any unsettled transactions and/or applicable fees or charges.

14.8 To protect your money against fraud, we may put a limit on how much can be withdrawn from your Taurus Europe account. The minimum amount per withdrawal (if any) is set out on our website. However, if you are closing your Taurus Europe account in accordance with clause 25 – "Closing or blocking access to your Taurus Europe account", this restriction will not apply.

14.9 Our fees are available on our website. At our own discretion we may charge you a fee each time you withdraw money from the Taurus Europe account.

14.10 We will process a valid and complete withdrawal request by the end of the following business day. Our processing may be delayed or declined if required under applicable law, including if we have an AML concern. We may, or may not be able to, disclose to you the reasons for such delay or rejection. Please note that

once your withdrawal request has been processed it might take a few days for your payment processor to update the balance in your account, depending on your payment processor's policy and procedures.

- 14.11 If you take money out of your Taurus Europe account after 11.00 am Eastern European Time, or on a non-business day, we may not process your withdrawal request until the next business day. When we say business day, we mean Monday to Friday, but not a public or a bank holiday.

15 HOW WE TREAT YOUR MONEY

- 15.1 Subject to clause 16 – "When your money stops being client money", money that you put into your Taurus Europe account will be treated as "client money" in accordance with the CySEC rules.

- 15.2 The Services include trading in crypto-assets. Crypto-assets are not regulated products and therefore any money held in relation to a crypto-asset trade will not be subject to the CySEC rules, unless otherwise stated. However, we will endeavour to protect your money in accordance with best market practice.

- 15.3 Under the CySEC rules, we will separate client money from our own money by putting it into a separate bank account with a reputable bank. This is called a "**Client Money Account**". We are permitted by the CySEC rules to hold your client money, and other clients' client money, together in the same client money account, this is called an "**Omnibus Account**".

- 15.4 We may hold client money in bank accounts in the European Economic Area ("EEA"). We may also hold client money in bank accounts in a different country outside the EEA. This means that different rules, regulations and laws may apply to these banks, which means that in the event of an insolvency, money in a Client Money Account held with that bank may be treated differently to money held with an EEA Bank.

- 15.5 We are not responsible for the insolvency, acts or omissions of any bank, although we will take reasonable care when choosing which bank to open a client money account with.

- 15.6 Unless we separately agree to do so with you, we will not pay you interest on any client money we hold, and if interest is accumulated on such funds, it shall not be deemed part of the clients' funds and shall not be credited to your account.

- 15.7 We may allow another third party to hold your money for the purpose of a transaction for you. Such third party may include a Taurus affiliate or a third party such as an exchange, a trading platform for crypto-assets, a broker/dealer or a clearing house, and may also hold

your money in an Omnibus Account. If we do this, we will take reasonable steps to make sure your money is treated as client money where applicable but we will not be responsible for any acts or omissions of that third party.

- 15.8 In the event of the insolvency or any other analogous proceedings in relation to a third party which has been appointed to hold your client money, we will only have an unsecured claim against the party on behalf of you and our other clients. This means that you will be exposed to the risk that the money received by us from such party is insufficient to satisfy the claims of you and all other clients with claims in respect of the relevant account.

Putting your money into a qualifying money market fund

- 15.9 Rather than holding your money in a Client Money Account, we may put your money into units or shares in a qualifying money market fund. Your money will therefore not be held as client money in accordance with the applicable CySEC rules on safeguarding client funds, but the units or shares will be held as safe custody assets in accordance with applicable CySEC rules on safe custody. Under the CySEC rules, we will separate the units or shares in the qualifying money market fund from our own.

- 15.10 We will not pay you any interest earned on the units or shares in the qualifying money market fund.

- 15.11 Investments in qualifying money market funds are considered low risk. However, if the qualifying money market fund fails, which causes you to lose money, we may pay you back that money, although we are not required by applicable law to do this.

- 15.12 You expressly consent to us putting your money into a qualifying money market fund. Your agreement is a necessary condition for us to provide you with our Services. If you do not agree, or change your mind, please let us know in writing and we will help you close your Taurus Europe account.

16 WHEN YOUR MONEY STOPS BEING CLIENT MONEY

- 16.1 We may use the money in your Taurus Europe account to pay fees, costs or charges which becomes due and payable. Where you enter into a transaction, all fees, costs, and charges for that transaction will become due and payable immediately upon execution, and therefore we will deduct the relevant sum from your Taurus Europe account at that point. Money which is due and payable will stop being treated as client money in accordance with applicable law.

16.2 This term applies if you have been categorised as a "professional client" only: Following appropriate disclosure of the risks by us to you, you and we may separately agree that: (a) we will not hold money which you put into your Taurus Europe account in accordance with the client money rules and applicable law; and (b) such money will be transferred to us by way of full title and ownership, and free of any encumbrance, security interest, lien or other restriction, for the purpose of securing or covering your present, future, actual, contingent or prospective obligations to us (this is known as the "**title transfer agreement**"). Because title of the money has passed to us, you will no longer have a proprietary claim to that money and we can deal with it in our own right, and you will rank as a general creditor of ours. The title transfer agreement must be entered into using the Taurus Europe agreed format and signed by you, and may be provided to us by post, email, or via the Taurus Platform.

16.3 If you have not accessed your Taurus Europe account for 6 years, we will handle your money in accordance with the applicable law.

16.4 If we transfer/sell our business to someone else, in accordance with the CySEC rules:

- a. we will provide you with notice prior to the transfer;
- b. they will hold your transferred money in accordance with the client money rules or, if they do not treat your money as client money, we will exercise due skill, care and diligence in assessing whether they will apply adequate measures to protect your money; and
- c. you consent for us to transfer your money. If you do not want your money to be transferred to another person, please contact us and we can help you close your Taurus Europe account.

17 ENTERING INTO TRANSACTIONS – QUOTES

17.1 The Taurus Platform will display the indicative price to buy, and the price to sell for each product. This is called a "quote". A quote is not an offer by us to buy or sell any products. We generally provide quotes over the phone, but may do so at our discretion.

17.2 We are responsible for setting the price of instruments and products which can be traded on the Taurus Platform. This means that our quotes will be different from the prices provided by other brokers/dealers, the market price, as well as the current prices on any exchanges or trading platforms.

17.3 Although, when we provide a quote, we may take into account the price that we receive from a broker, the market, or any exchanges or trading platforms, we are

under no obligation to do this, and we are under no obligation to ensure that the quotes which we provide are within any specific percentage of such price.

17.4 If the prices on a market, exchange or trading platform are distorted, for example during a short-term price spike, or during pre-market, post-market, or intra-day auction periods, we may reflect similar prices in our quotes, but we are under no obligation to do this.

17.5 When the underlying market or exchange is closed, our quotes may reflect what we believe to be the current bid and ask price of the relevant product or, if you are trading a derivative, the underlying product, at that time, but we are under no obligation to do this.

17.6 Quotes are updated constantly which means that the price to buy or sell may change between the time that you place your order, and the time that we execute your order. We will tell you the price that your order was executed at.

17.7 When you accept a quote or when you provide us with all necessary information for a trade, we will consider it as a final order. Please read clause 19 – "Entering into transactions – Modifying your order, cancelling your order, or us not accepting your order" which explains when you might be able to change or cancel your order, as well as when we might not accept your order or cancel your order.

18 ENTERING INTO TRANSACTIONS – PLACING AN ORDER

18.1 When you use our Trading Services, you will place an order. An order is any request placed by you with us to purchase or to sell or otherwise deal in financial products and/or crypto-assets, which may include a limit order, stop loss order and/or take profit order or such other order as may be available on from time to time.

18.2 In relation to stop loss orders specifically, you understand that we can change the stop loss rates which we will accept at our sole discretion (including in relation to open positions), and that we may give you very short notice of changes to stop loss rates or due to an Exceptional Event we may not be able to give you notice at all. We will exercise our right to change stop loss limits in accordance with applicable law.

18.3 You can place an order by using our platform. We generally do not accept orders over the phone, but may do so at our discretion.

18.4 We will execute orders that are received from your Taurus Europe account, and which we reasonably believe are from you, or authorised by you. Please be careful when making an order. If you place orders by accident or in error, for example if you place multiple orders which are the same, we can assume that you did

this on purpose and we will execute them without checking this with you.

18.5 Once we accept your order, we will execute it in accordance with any specific instructions that you give. This is called a trade. The instructions which are available on our platform may change from time to time, but may include market orders, limit orders, take profits and stop losses. For more information on how you can place an order, the instructions that you can give, and how we may execute your order, please read our Order Execution Policy.

18.6 We cannot guarantee that your execution price will match your order price, including where you've placed a limit order, take profit and/or stop loss order. This is because the market may be volatile and/or the price may have moved up or down between the time that you place your order (or the time your limit order, take profit and/or stop loss order has been activated) and the time that we execute your order. This is known as slippage. When this happens, we will execute your order at the next best price and in accordance with our Order Execution Policy.

18.7 If you have placed an order during:

- a. times in which the market of the underlying is suspended (for example, during the weekend or at off-market hours, suspension due to market conditions or due to any other event in which the market of the underlying is suspended), and/or
- b. during the time the market was open, however, your order is triggered shortly following a suspension,

then the applicable order you have placed will be executed as soon as is reasonable under the circumstances when trading resumes. We do not guarantee that your order will be executed at the first available underlying market price at commencement of trading or within any specific range compared to other market prices which may be available to you from other sources. We are not liable for any loss or for other claims which you may have in connection with such orders.

18.8 We will execute orders received during trading hours. Different products can have different trading hours. It is your responsibility to ensure you are aware of the trading hours for the product you are trading. We may agree to execute orders outside of business hours, at our sole discretion.

18.9 Where you place an order outside of market hours, or where the product you are trading has a 24/7 market, but your order is placed during a period where there is limited trading (for example during the weekend), the availability of the different functionalities which we may provide as part of our Services, including

instructions which you may give in respect of a trade, may be delayed or may not be available. We are not liable for any loss which results from your inability to access or provide certain trading functionalities and instructions.

19 ENTERING INTO TRANSACTIONS – MODIFYING YOUR ORDER, CANCELLING YOUR ORDER, OR US NOT ACCEPTING YOUR ORDER

19.1 You may request to cancel or modify an order which we have not executed. However, we cannot guarantee that we will be able to carry out your request. This will depend on the product that you are trading. Please read the Schedule that applies to your order for more information about this.

19.2 We are not required to accept every order that you make and reserve the rights to decline any order or transaction without providing you with the reason. If we have accepted your order, we are not required to complete/execute every order. We provide below a non-exhaustive list of examples of situations where we may not accept an order, not execute or complete an order, or cancel an order:

- a. if we reasonably believe the security of your Taurus Europe account is at risk, or if we're concerned about unauthorised or fraudulent use of your Taurus Europe account. This might happen if we think someone is using your Taurus Europe account without your permission;
- b. if you do not have enough money in your Taurus Europe account to cover the maximum amount of loss associated with your order, plus any associated fees, charges and applicable margin;
- c. if we reasonably believe that there is an error with your order. For example, if you have placed an order that is unusually large and you have never done this before;
- d. if the order you have requested is unusual or for exaggerated volumes;
- e. there is an error with the quote that we have provided. For example, if the quote is manifestly different to the market price, prices on exchanges, prices on trading platforms, and/or if the quote is clearly loss making;
- f. if the order is not or no longer in compliance with applicable law, including if the underlying product of your order is otherwise impacted by sanctions, anti-money rules or any other applicable regulatory, self-regulatory or governmental authority requirements that prevents us, per our internal policies and discretion, from executing your order;
- g. an exchange requests or recommends that the order is cancelled;
- h. you breach the rules of trading. We explain our rules of trading in clause 23 – "Rules of trading";

- i. an "Event of Default" occurs. We explain what an Event of Default is in clause 27 – "Event of Default"; and/or
- j. an "Exceptional Event" occurs. We explain what an Exceptional Event is in clause 28 – "Exceptional Events".
- 19.3 We may, at our sole discretion, place limits on the minimum and/or maximum order sizes that we accept on our platform, as well as the number/volume of orders that we will accept from our clients or client's account.
- 19.4 If we do not accept your order, complete/execute your order, or cancel your order, we will inform you by making that information available on our Platform or by any other means we consider appropriate, unless there is a legal reason that we cannot provide this information to you. If we charged you a fee as part of the order, we will refund that money back into your Taurus Europe account. If there were no fees or charges, then you will not receive a refund.
- 19.5 If we have executed your order, and therefore a transaction has occurred, we may take corrective actions and either modify the transaction, or void the transaction, under the scenarios listed in clause 19.2 above. We will inform you of errors by making information available on Taurus Platform or by any other means we consider appropriate, including any corrective actions we intend to take.
- 19.6 We will not be responsible for any losses (incl. any loss of opportunity) you incur as a result of any actions or inactions taken by us in accordance with this clause 19 – "Entering into transactions – Modifying your order, cancelling your order, or us not accepting your order".
- 20 TRANSACTIONS RECORDS**
- 20.1 Information about your trading activities, which includes records of the trades that you've concluded, your open positions, margin, cash balances as well as other information about your trades and orders, is available online in your Taurus Europe account (we call this the "Account Information"). Your Taurus Europe account will be updated no later than 24 hours after any activity takes place. You will be able to filter this information in different ways, for example on a per month basis. We are under no obligation to provide this information in hard copy or by email.
- 20.2 If you think there is a problem with your Account Information, please contact us as soon as possible and not later than 48 hours following the day on which the Account Information is posted. Otherwise, the Account Information will be conclusive evidence of your transactions, concluded trades, your open positions, margin, and cash balances.
- 20.3 We are required to keep your records, including the Account Information, for the earliest of five years after the transaction takes place or your Taurus Europe account is closed. This period may be extended by applicable law, agreement between us in writing or competent authorities. These records will be our sole property.
- 21 FEES AND COSTS**
- 21.1 We will charge you a fee for each order we execute for you. This is called a "spread". A spread is the difference in the sell and the buy price. The spread is different for each type of product and service and can be found on our website. We will estimate the total amount of spread that applies each time you place an order. We cannot provide you with an exact amount because the spread may change between the time you make an order, and the time we execute your order.
- 21.2 The spreads which we charge can change due to market conditions. For example, there may be instances when market conditions cause spreads to widen beyond the typical spreads displayed on our website and/or platform. For example, for certain instruments we may offer you the ability to trade during off-market hours. In such cases, the spread applied to trades which you've made during off-market hours may be wider than the spreads we would have applied to those trades during market hours. We apply wider spreads in off-market hours to account for reduced market liquidity and potential increased volatility of the relevant instruments.
- 21.3 We may charge you a fee when you put money in, or take money out of your Taurus Europe account, as detailed in clause 14 – "How to pay money into, and take money out of, your Taurus Europe account", and includes:
- if you pay money into your Taurus Europe account and your payment method charges us a fee, for example a payment transfer or a payment processing fee, we may charge you a transfer fee;
 - if we return any money which comes in from a payment method that is not in your name and we are charged a fee for returning your money, we will deduct an amount equal to that fee from the money which we are returning;
 - if you withdraw money from your Taurus Europe account, we may charge you a fee; and
 - if we need to convert your money into euros, we will charge you a fee.
- 21.4 We may also charge you a monthly inactivity fee, where there has been no trading activity on your Taurus Europe account for at least 12 months. Our inactivity fee is available on our website (if any).

- 21.5 The above fees will apply to all our Services. However, for specific Services, other fees may also apply. For example, if you trade crypto-assets, we may charge you a transfer fee, and/or a blockchain fee (please read Schedule B – Trading Crypto-assets for more information).
- 21.6 We may also charge you a fee for the custody of your assets deposited with us.
- 21.7 For more information of the commissions, charges, fees and costs that apply to our Services, please read the Schedule that applies to the Service that you use as well as our website at <https://eu.prime.taurushq.com/pricing/>. We may update our commissions, charges, fees and costs from time to time. It is your responsibility to keep up to date with any changes, and to be aware of the commissions, charges, fees and costs that apply to your trades and the Services that you use.
- 21.8 You acknowledge that all amounts due to us shall be deducted from your Taurus Europe account balance.

22 RECORDING YOUR COMMUNICATION WITH US

You agree that we may record any telephone, email and chat conversations with you, as well as any other forms of communications, activities, and transactions, between you and us, and that the recordings may be used as evidence in any proceedings relating to our Agreement with you, any order you place, and/or trades executed. These records will be our sole property.

23 RULES OF TRADING

- 23.1 There are rules which you need to follow when using our Services and ensure that you will not act in a malicious way. Below, we state a non-exhaustive list of rules to which you acknowledge and agree to abide by:
- you must not reverse engineer or avoid any security measures on Taurus Platform;
 - you must not use any software, artificial intelligence, ultra-high speed, or mass data entry which might manipulate, game, abuse, or give you an unfair advantage when using our systems or Services;
 - you will not enter into trades which manipulate our platform, for example entering into a buy trade as well as a sell trade, for the same or for a similar product, at the same or similar time;
 - you will not enter into transactions or combinations of transactions such as holding long and short positions in the same or similar instruments at similar times either by you or by you acting in concert with others, including between connected accounts, or accounts held with different entities within the Taurus Europe Group, which, taken together or separately, are

- for the purpose of manipulating the Taurus Platform for gain;
- you will not act in an unfair, abusive, manipulative, or illegal way when using our Services, for example scalping;
- you will not enter into trades aimed at exploiting errors in prices and/or conclude trades at off-market prices; and/or
- your order must not violate exchange rules or financial instruments or commodities laws, regulations or rules, and/or be intended to defraud or manipulate the market.

23.2 If you make money by breaching the above rules, we may not pay that money to you or, if we have paid that money, we may deduct it from your Taurus Europe account.

23.3 If you breach any of the above rules we will record such breach. We may also cancel your orders, freeze, block and/or terminate our Services, your Taurus Europe account, and/or our Agreement with you. We may, but are not required to, give you notice of this, subject to any applicable law.

PART 2 – OUR RIGHTS AND YOUR RIGHTS IN SPECIAL CIRCUMSTANCES

24 RESPONSIBILITY FOR LOSS

- 24.1 Subject to clause 24.2 below, Taurus Europe and its employees, agents, delegates or associates will not be liable for any:
- action or inaction we take in accordance with our rights under this Agreement, including under clause 19 – "Entering into transactions – Modifying your order, cancelling your order, or us not accepting your order", clause 26 - "Right of set-off, liens, and equitable charges", clause 27 – "Event of Default", and clause 28 – "Exceptional Events";
 - event due to circumstances beyond our control including, any "Exceptional Event" occurring, as defined in clause 28 – "Exceptional Events";
 - action taken by any government or regulatory body, legal authority, technical delays, technological malfunction, loss of data and records, destruction of hardware;
 - action taken by us as a result of a breach of the Agreement by you;
 - act or omission of any third party including for any information provided by a third party;
 - action taken by us as a result of applicable law;
 - damage, costs, loss, liability, claims for compensation, or expense incurred or suffered by you, directly or indirectly under or in connection with this Agreement;
 - damage, costs, loss, liability, claims for compensation, or expense incurred or suffered by

you, directly or indirectly, under or in connection with trading on a digital platform as set out in clauses 5.7 or 5.8 above, and 24.3 and 32.6 below;

- i. damage, costs, loss, liability, claims for compensation, or expense incurred or suffered by you, directly or indirectly, under or in connection with any planned or essential maintenance to our systems, which includes the Taurus Platform;
- j. loss or damage of any kind due to a change in the applicable law, in these T&C (including any change in the list of Restricted and/or Forbidden Countries) and/or in our internal policies; and
- k. damage, costs, loss, liability, claims for compensation, or expense incurred or suffered by you, directly or indirectly, due to a cause outside our reasonable sphere of influence.

24.2 Notwithstanding the above:

- a. we will be liable for your losses only to the extent your loss is due to our gross negligence, wilful default, and/or fraud; and
- b. nothing in this Agreement shall exclude or limit our liability or responsibility to you for any liability that cannot be excluded or limited under applicable law.

24.3 The Services, our platform, and the information we provide on our website and on our platform, are provided "as is" and "as available", without any representation or warranty of any kind, including that it will be without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software, except as otherwise set out in this Agreement.

25 CLOSING OR BLOCKING ACCESS TO YOUR TAURUS EUROPE ACCOUNT AND/OR SERVICES

25.1 You can close your Taurus Europe account at any time by sending us an email. You may also close your Taurus Europe account via the settings section of our platform. Although you are allowed to close your account at any time in line with these Terms and Conditions, given that the price of the services depends on fluctuations in the financial markets which are out of our control, we may at our sole discretion if deemed fair to delay and/or refuse the closure of your account further to Distance Marketing of Consumer Financial Services Law 242(I)/2004.

25.2 If you have trades which are open, you should close these trades. Otherwise, we will close all of your trades when we close your Taurus Europe account. If this causes you to lose money, we will not be responsible.

25.3 We may also freeze, block, or terminate our Services and/or your Taurus Europe account if:

- a. we decide to stop providing you with Services;

b. we require you to provide us with information under clause 12 – "How to open, and maintain your Taurus Europe account", and/or clause 37 – "Regulatory reporting and disclosures", to enable us to comply with our obligations under applicable law and/or internal procedures, and you cannot or do not provide us with the information, or the information you provide to us is inaccurate, incomplete or misleading;

c. you breach the rules of trading. We explain our rules of trading in clause 23 - "Rules of trading";

d. an "Event of Default" occurs. We explain what an Event of Default is in clause 27 – "Event of Default"; and/or

e. an "Exceptional Event" occurs. We explain what an Exceptional Event is in clause 28 "Exceptional Events".

25.4 We will take reasonable steps to provide you with appropriate notice if we freeze, block, or terminate our Services and/or your Taurus Europe account. However, there might be times when we are required to freeze, block, or terminate our Services and/or your Taurus Europe account without telling you in advance. We will do this if we reasonably believe that there is a security or regulatory risk, you have breached the Agreement, there is an Exceptional Event, we are required to do so by applicable law or by a regulator, and/or there is an application, order, resolution or another announcement in relation to a winding up/bankruptcy in which you are involved.

26 RIGHT OF SET-OFF, LIENS, AND EQUITABLE CHARGES

26.1 To the extent permitted under applicable law, we have the right to deduct (or set-off) any money or liability that you owe us from the money in your Taurus Europe account, and/or to close your open positions, whether at a loss or at a profit and subsequently liquidate your Taurus Europe account for the liability payable by you. If you have more than one Taurus Europe account, we have the right to set-off any money or liability that you owe us under one Taurus Europe account, from the money available in your other Taurus Europe accounts, or from the proceeds of the sale of products that we hold for you in your other Taurus Europe accounts.

26.2 To the extent permitted under applicable law, we shall have a general lien and equitable charge on the products that we hold for you and the money in your Taurus Europe account, until any money, fees, charges and liabilities that you owe to us is paid. Your money will continue to be treated as client money, and your assets will continue to be treated as client assets, in accordance with these Terms and Conditions and any

applicable Schedules and CySEC rules, until the point in time where there is an "Event of Default", and where we subsequently decide to exercise our rights under the general lien and/or equitable charge. An Event of Default is defined in clause 27 – "Event of Default" below.

27 EVENT OF DEFAULT

27.1 Each of the following will be an "Event of Default":

- a. you fail to pay us within seven days, any fees, charges, and/or liabilities on your Taurus Europe account, where we have requested such payments;
- b. you enter into liquidation or bankruptcy, whether compulsorily or voluntarily, or a procedure is commenced against you seeking or proposing liquidation or bankruptcy, or you are generally unable to pay your debts as they become due (or you confirm so in writing);
- c. you become subject to an administration order or have a receiver or similar appointment or order are made or proceedings commenced in respect of any of your assets;
- d. we consider it reasonably necessary to prevent what we reasonably consider to be or might be a violation of any applicable law (including but not limited to, market abuse, gaming the system, or scalping);
- e. you, or we reasonably believe that you are in material breach of any term of the Agreement, including any material misrepresentation to us; and/or
- f. you have, or we reasonably believe that you have, acted in an unfair or abusive manner, for example, by breaching the rules of trading set out in clause 23 – "Rules of trading"

27.2 If an Event of Default occurs, unless otherwise prescribed by applicable law, we may, in our absolute discretion, at any time and without prior notice, take one or more of the following steps:

- a. close out all or any of your open position at current market prices;
- b. exercise the lien or charge that we have on the products that we hold for you and the money in your Taurus Europe account; and/or
- c. close your Taurus Europe account.

28 EXCEPTIONAL EVENTS

28.1 An "Exceptional Event" includes:

- a. any fire, strike, riot, civil unrest, terrorist act, war or industrial action;
- b. any natural disaster such as floods, tornadoes, earthquakes and hurricanes;
- c. any epidemic, pandemic or public health emergency of national or international concern;

- d. any act or regulation made by a government, supra national body or authority that we believe stops us from maintaining an orderly market in relation the instruments traded on Taurus Platform;
- e. the suspension or closure of any exchange;
- f. the nationalisation of any exchange by a government;
- g. the imposition of limits or unusual terms by a government on any instrument and/or its derivative traded on our platform;
- h. the abandonment or failure of any instrument that we use to make our quotes;
- i. excessive changes to the price, supply or demand of any product. We may also call an Exceptional Event where we anticipate this change (within reason);
- j. technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures;
- k. the failure of any supplier, intermediate broker, agent, principal custodian, sub-custodian, dealer, exchange, clearing house or regulatory organisation to perform its obligations to us;
- l. liquidity providers not providing, or being unable to provide liquidity to us. Liquidity describes the degree to which a product can be quickly bought or sold at a price reflecting its appropriate value; and/or
- m. an event which significantly disrupts the market, which could include (but is not limited to) the premature close of trading in the market of a product, excessive movements in the price, supply or demand of a product, whether regulated or unregulated, that our Services relate to.

28.2 If an Exceptional Event happens, the availability and speed of our service, including our platform, website, our execution of your order, the availability of the different functionalities which we may provide as part of our Services including instructions which you may give in respect of a trade, as well as any of our obligations under this Agreement may be delayed, may not be available, or may not be carried out. We will not be liable to you for any losses which you incur as a result.

28.3 If we think, in our reasonable opinion, that an Exceptional Event has occurred or is occurring, we may make the following changes to your Taurus Europe account without telling you:

- a. change your margin requirements which might mean that you may have to provide more margin (we explain what margin is in– Trading Crypto-assets in relation to crypto-asset Margin Transactions);
- b. limit the availability of instructions that you can give in respect of an order or trade;
- c. close your open transactions at a price that we reasonably think is proportionate;

- d. change the trading hours for a product; and/or
- e. cancel all open orders or trades which are affected by the exceptional event.

If you lose money as a result, we will not be liable to you.

28.4 We will use commercially reasonable efforts to resume normal performance of our Services after an Exceptional Event occurs.

28.5 We will tell you by any appropriate means as soon as possible that an Exceptional Event has occurred.

29 ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES

29.1 You acknowledge, represent and warrant that:

- a. you are over 18 years old, and have capacity to enter into this Agreement;
- b. you are eligible to enter a legally binding agreement with us in accordance with the laws governing the jurisdiction applicable to you;
- c. you are solely and completely responsible for your own compliance with applicable law in your jurisdiction including, without limitation, to all exchange control restrictions that may be applicable to you and that you have obtained any necessary exchange control approval;
- d. you have all necessary consent and the authority to enter into this Agreement and/or use the Services;
- e. if you are a body corporate, unincorporated association, trust or partnership you are validly existing in accordance with applicable law and have obtained all necessary consent and authorisations under your constitutional or organisational documents;
- f. except where we have agreed otherwise in writing, you act on your own behalf and not as the agent, attorney, trustee or representative of any other person;
- g. all information and documents that you supply is true, accurate, complete and not misleading;
- h. you are not an employee of any exchange, a corporation in which any exchange owns a majority capital stock, a member of any exchange and/or firm registered on any exchange or any bank, trust or insurance company that trades in CFDs and/or the underlying assets held by you;
- i. our assessment of your use of the Services is performed on the basis of the information and documents provided by you and we may rely upon information and documents provided by you and we are not responsible for any damages or losses which may arise from any inaccuracies;
- j. you will only access and use our Services for your own personal benefit;

k. neither the entry into this Agreement, or use of the Services, or the giving of any other instruction will violate any law, rule, or regulation applicable to you;

l. all money that you use and invest through the Services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority;

m. you have not and will not upload or transmit any malicious code to the Taurus Platform or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of the Taurus Platform or the Services; and

n. you will use the Services offered by us pursuant to this Agreement honestly, fairly and in good faith.

29.2 If you breach any warranty or representation made under this Agreement, we may close any orders or trades that you have made, and/or close or freeze your Taurus Europe account. You will also be required to fully indemnify us due to any contraventions by you of applicable law.

PART 3 – GENERAL LEGAL TERMS

30 DEATH, BANKRUPTCY, LEGAL INCAPACITY OR RESIGNATION

30.1 You and/or any other authorised person must without delay notify and inform Taurus Europe in the event of death, declaration of absence or presumed death, bankruptcy, legal incapacity or resignation of your authorised representatives or any other third parties acting on your behalf. If you fail to do so, or if you are legally incapacitated, any loss or damage arising from acts performed by your authorised representatives or third parties or any loss or damage resulting from your legal incapacity shall be borne by you.

30.2 Unless otherwise specified, the business relationship does not end due to your death, declaration of absence or presumed death, bankruptcy or legal.

30.3 If you die or become incapacitated and your legal heirs or representatives want to withdraw any remaining balance in your Taurus Europe account, they must provide us with official duly authenticated legal documents from the applicable authorities in the relevant jurisdictions. We will only allow your legal heirs or the representatives to withdraw your money after we check such documents and are satisfied that he / she / they has/have the authority to do this.

31 ASSIGNMENT AND NOVATION

31.1 We may assign, transfer and/or novate these Terms and Conditions and/or any of our rights and/or

obligations to another appropriately regulated firm. We will inform you fifteen (15) days in advance if we do this. We will use reasonable endeavours to ensure that your rights under the assignment and/or novation will be like your rights under the Terms and Conditions and Schedules with us. We will treat you continuing to use the Services as you agreeing to the assignment and novation, but you can cancel your Taurus Europe account with us at any time.

31.2 You may not assign, transfer, and/or novate these Terms and Conditions and/or any of your rights and/or obligations to another person, whether by operation of law or otherwise, or whether on a permanent or temporary basis without our prior written agreement.

32 CHANGING THE TERMS AND CONDITIONS AND/OR OUR SERVICES

32.1 Our client support team are not authorised to amend or waive any term in these Terms and Conditions.

32.2 We may make changes to these Terms and Conditions from time to time. For example, we might need to add new terms, or amend existing terms to reflect changes in:

- a. our business, Services or products or how we provide them;
- b. the systems we use; and/or
- c. applicable law or regulation or industry recommendations.

We may also make changes for reasons not set out here.

32.3 If we add a new term or change an existing term in these Terms and Conditions, we will take reasonable steps to provide you with appropriate notice, including via our website. You will be deemed to accept and agree to the changes if you continue to use the Services after the publication of any changes. We will treat you continuing to use our Services as you agreeing to the changes, but you can cancel your Taurus Europe account with us at any time.

32.4 There might be times when we don't tell you about a change to these Terms and Conditions, for example, if a change does not disadvantage you.

32.5 A copy of the most up to date version of these Terms and Conditions are available on our website.

32.6 We may modify, suspend or discontinue, temporarily or permanently, all or any part of our Services with or without notice. We reserve the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, patch the software, the Taurus Platform, and/or the Services, including without limitation, the structure, specifications, 'look and feel',

navigation, features and other elements of the software and/or the Services or any part thereof. You agree that we will not be liable to you or to any third party (for whom you may be acting) for any modification, suspension or discontinuance of all or any part of our Services.

33 SEVERABILITY

If any court or relevant authority finds any part of these Terms and Conditions to be invalid or unenforceable, the remaining parts of the Terms and Conditions and Schedules will remain in full force and effect.

34 INTELLECTUAL PROPERTY

34.1 All content included in or made available through the Services, including but not limited to all copyright, trademarks, patents, service marks, domain names, trade names, rights in designs, software code, icons, logos, characters, layouts, rights in know-how, trade secrets, buttons, colour scheme, graphics and other intellectual property rights ("IP") is the property of Taurus Europe, its affiliates or its licensors and is protected by local and international intellectual property laws and treaties.

34.2 Subject to the terms and conditions of this Agreement, we hereby grant you a limited licence to access and use the Taurus Platform, solely for your personal use and benefit in accordance with the terms of this Agreement.

34.3 You may not, without our prior written consent or except were granted under these Terms and Conditions:

- a. modify, copy, display, distribute or commercially exploit any IP or materials (including text, video, audio or user interface design) in the content of any of the Services, including in the Platform;
- b. remove any proprietary notices from any IP;
- c. attempt to derive any source code for Taurus Platform; and
- d. attempt to disable, bypass, modify, defeat, or otherwise circumvent any protection system applied to or used as part of the Services.

34.4 The use of the Services does not grant you any rights other than those granted to you under these Terms and Conditions. Nothing contained on our websites or any communications to you shall be construed as granting, by implication or otherwise, any licence or right to use any IP without our prior written consent.

34.5 If you create a hyperlink to one or more of our websites, the hyperlink and context in which it is used may not, without our prior written consent, suggest an endorsement, sponsorship or affiliation with Taurus Europe, its affiliates or Services, and may not make use

of any of our IP other than that contained within the text of the hyperlink.

34.6 You agree to:

- a. use all your efforts to protect our IP from being infringed by you;
- b. not knowingly or recklessly encourage or assist any third parties to infringe our IP; and
- c. immediately notify us if you become aware of any violation or suspected violation of our IP, or where our IP is being used in a manner not authorised by these Terms and Conditions.

34.7 If any third party software is included within the Taurus Platform, then such third party software shall be provided subject to the terms of this Agreement. You shall fully comply with the terms of any third party software licences that we provide you with from time to time.

34.8 Should this Agreement be terminated for any reason, your license will be revoked and you must cease using the Taurus Platform, as well as any third party software which is included within the Taurus Platform.

34.9 Please inform us in writing if you encounter any problems with the Taurus Platform, or have any suggestions for modifications and improvements. We may make modifications to the Taurus Platform based upon your suggestions, but are not required to do so. Any modifications and improvements made to the Taurus Platform based on your feedback shall be our and our licensors' sole property.

35 PERSONAL DATA AND PRIVACY

35.1 We are committed to handling information about you responsibly. By entering into this Agreement, you agree that you have been provided with and/or have the possibility to download our Privacy Policy and Privacy Notice, which are available on our website (<https://www.taurushq.com/legal/data-protection>). We will use your personal data as set out in our Privacy Policy and Privacy Notice, if you have any questions about the way in which we use your personal data you can contact us at dataprotection@taurushq.com.

35.2 You release us, our governing bodies, employees and agents from applicable duties of confidentiality, waive professional client confidentiality and accept the disclosure of your personal data (i.e. your name and all requested information):

- a. for the purposes of outsourcing pursuant to clause 40 - "Outsourcing", including with respect to disclosure of your data to third party service providers or affiliates in- or outside of the Republic of Cyprus.

- b. to enable us to exchange your data with affiliates, branches and representatives of Taurus in the Republic of Cyprus or outside of the Republic of Cyprus for business purposes, in particular to comprehensively and efficiently serve you, to provide services outside regular business hours and to be able to inform you about our product and service offerings across jurisdictions. We require all data recipients to observe applicable confidentiality and data protection obligations.

- c. for or in relation to transactions and services that we provide you with (e.g. registration and/or custody of assets such as shares, bonds and all types of securities, trades or other transactions in securities or Digital Assets, transfers or wiring, in all cases including over-the-counter transactions) requiring disclosure, in particular if they relate to or stand in connection with any foreign jurisdiction and where applicable laws or regulations, standards of self-regulation, contractual provisions, business or trade practices demand disclosure of information. We are permitted to disclose your data and related information, including with respect to beneficial owners and counterparties, transaction background, rationale, distributed ledger addresses, transaction hashes and due diligence measures that we apply, to third parties involved in the relevant transactions and services, including without limitation to trading venues or platforms, virtual asset service providers, issuers, brokers, OTC dealers, crypto-currency exchanges, custodians, banks or other financial service providers, technology or other service providers, central depositories, trade repositories or authorities and any of their representatives or agents. We are not required to perform any such transactions and services if you withdraw or refuse to give your consent or cooperation.

- d. in general for us to comply with domestic and foreign legal and regulatory obligations (e.g., to CySEC, MOKAS, auditors, law enforcement agencies) or to safeguard our legitimate interests (e.g. to enforce a claim, realise collateral, defend ourself in or with respect to legal proceedings or defend ourself with respect to safeguard our reputation).

- e. Where not specified otherwise, and in particular in any cases mentioned above, the recipients of your data disclosed or exchanged may neither be bound by the Republic of Cyprus professional secrecy nor by Republic of Cyprus data protection laws nor by equivalent standards and their use of the data may be outside of our sphere of influence. All risks of loss and damage in connection with permitted data disclosure shall be borne by you.

- f. We and our affiliates and agents may collect, store and process information from you or otherwise in connection with the Services for the purpose of complying with applicable law and/or regulation, including disclosures to governmental authorities. To comply with our legal or regulatory obligations we may transfer your personal data outside of the EU. For further information about transfers of your personal data outside of the EU, please see our Privacy Notice.

36 MARKETING AND PROMOTIONS

All promotions which we offer will have specific terms and conditions which apply to that promotion. We can change, or stop providing a promotion, in accordance with the terms and conditions of that promotion. Any benefit which is part of a promotion will only apply once per Taurus Europe account, person, household and/or any environment where computers are shared.

37 REGULATORY REPORTING AND DISCLOSURES

- 37.1 In the case of a limit order in shares admitted to trading on a regulated market which are not immediately executed, you expressly consent to Taurus Europe not facilitating the earliest possible execution of that order by making it public in an easily accessible manner.
- 37.2 Where we are subject to reporting obligations under Article 9 of European Market Infrastructure Regulation No. 648/2012 on derivatives and all related delegated, supplementing or successive regulations EMIR, as amended ("EMIR") and under applicable CySEC rules, we have delegated certain reporting functions to a third party processor. In addition, you agree and instruct us to perform delegated reporting services for you, as we see fit, in accordance with EMIR. You agree to provide us information which we request to enable us to comply with our obligations under EMIR.
- 37.3 Where we are subject to report details of transactions and details about you to a regulator, pursuant to Regulation (EU) No 614/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments ("MIFIR"), also known as "transaction reporting", you agree to provide us information which we request to enable us to comply with our obligations.
- 37.4 The parties hereby expressly consent to the transfer of information to the extent required in order to comply with the reporting obligation in accordance with Article 9 EMIR and the applicable CySEC Rules. Such transfer of information will entail the disclosure of transaction data, including the portfolio data, the value determined for the transactions, collateral posted and the identity of the parties. The disclosure shall be made to a trade repository, European Financial instruments and

Markets Authority ("ESMA") and/or a delegated third party processor. The trade repository or ESMA may pass such information to national supervisory authorities in countries where the data privacy laws do not afford the same protection as provided in the Republic of Cyprus.

- 37.5 We will not assist you with any reporting obligations which you are required to carry out under applicable law. This includes, but is not limited to regulatory reporting, tax reporting, the reporting of the receipt or the payment of specific currencies.

38 TAXATION

All amounts extracted from your account are gross amounts, meaning that we have not collected, deducted, or paid any taxes for you or on your behalf. It is your responsibility to calculate and pay all applicable taxes that you owe as a result of your trading activity on the Taurus Platform. However, we may withhold and deduct at source or pass any taxes due under applicable law at our sole discretion. You will have no claim against Taurus Europe where we have made such a deduction or passing. Where necessary, we or our affiliates will deduct and report tax deduction or passing on an aggregate basis with respect to all our clients. To the extent you require us to issue your personal report specifying the actions taken with respect to taxes on your behalf, we may debit your account with our cost and expenses in connection with the preparation and filing of said reports including any re-submissions and late charges.

39 POWER OF ATTORNEY AND RIGHTS OF THIRD PARTIES

You can grant access to your account to third parties by creating users.

You determine the scope of the powers granted (from the simple "view" access to co-admin powers, i.e. unrestricted power of attorney).

In any case, you remain solely responsible vis-à-vis Taurus for the powers granted (and their uses and consequences, in particular in terms of transactions, orders and instructions), even if such powers are granted by other users with administrators' powers.

As a general principle, Taurus does not accept powers of attorney granted orally or without using the correct Taurus form.

The powers notified to Taurus shall have exclusive validity until such time as Taurus receives an express revocation and/or, as the case may be, are cancelled in your account, and this notwithstanding any entries in the commercial register or other publications.

The granting of powers does not change the beneficial owner of the relationship, which must remain the one(s) announced when the account was opened.

Creating a user does not constitute a right of substitution. No third party will be able to benefit from or enforce a term of these Terms and Conditions.

40 OUTSOURCING

40.1 We may from time to time outsource operations and services, in full or in part, to affiliates or third parties within the Republic of Cyprus or outside of the Republic of Cyprus in accordance with applicable law. This may involve the transfer of any data related to the relationship with you.

40.2 In particular, this may concern middle and back office functions, IT, data centres and cloud service providers, research, compliance and risk control, accounting, internal audit, client onboarding and servicing functions, anti-money laundering due diligence and monitoring functions, know-your-transactions and forensic services, sanction screening and adverse news monitoring, in particular with respect to digital assets, payments, administration and trading, processing and safekeeping of securities and other financial instruments.

41 BANK HOLIDAYS

41.1 As between the you and us, Saturdays, Sundays and public holidays of the Republic of Cyprus shall be

treated as bank holidays. Depending on the jurisdictions involved in individual business transactions, further holidays may apply.

42 APPLICABLE LAW AND REGULATION

42.1 These Terms and Conditions and any orders and trades are subject to all applicable law and regulation, including (but not limited to), the CySEC rules, articles, by-laws, rules, regulations, policies, procedures and interpretations of any relevant exchanges, markets and clearing houses in which we may elect to hedge any trades; and any other applicable regulatory, self-regulatory or governmental authority requirements.

42.2 We will not be liable to you for any action, inaction, decision or ruling made pursuant to applicable law. We may also take or omit any action that we consider reasonable to comply with applicable law.

42.3 Any reference to a person in these Terms and Conditions shall include bodies corporate, unincorporated associations, trusts, partnerships and individuals.

43 GOVERNING LAW AND JURISDICTION

The laws of the Republic of Cyprus apply to these Terms and Conditions and Schedules between you and us. Any claim you make against us can be heard in the courts in Nicosia, Cyprus.

SCHEDULE A – TRADING FINANCIAL INSTRUMENTS

This Schedule A sets out the specific terms that will apply to you when you trade financial instruments on the Taurus Platform (incl. DLT financial instruments). The terms in this Schedule apply to you in addition to the General Terms and Conditions, which apply to all our services and not just financial instruments trading. Capitalised words in this Schedule A will have the same meaning which are given to those word in the general Terms and Conditions. If a term of this Schedule A conflicts with or differs from a term in the General Terms and Conditions, this Schedule A will apply.

1. OUR FINANCIAL INSTRUMENTS TRADING SERVICE

- 1.1 You can buy and sell financial instruments that we may offer from time to time.
- 1.2 Financial instruments purchased under this Schedule A may also be purchased in fractional shares rather than whole share quantities. Fractional shares will be subject to the terms of this Schedule A in the same manner and to the same extent as whole shares, including fractional entitlement to adjustments in case of Corporate Event and a proportionate voting right on supported financial instruments. Fractional shares are custodied in the same manner as whole share financial instruments (please see paragraph 9 – “Custody” below for more information) and are therefore subject to the same treatment and associated risks or limitations.
- 1.3 We may act as principal or on a riskless principal or broker basis when providing you with the financial instruments trading services. This means we will be the counterparty to your trades.
- 1.4 We may execute all or part of your Order OTC and/or outside a crypto/digital asset trading platform, in particular in the case of OTC derivative transactions and/or crypto/digital assets. You hereby expressly consent to the execution of your Orders OTC outside a crypto/digital trading platform.
- 1.5 Where you buy and sell non-complex products, for example, shares, we are not required to assess the appropriateness of the product or service that we provide to you and in such case, you will not benefit from the protection of the CySEC rules on assessing appropriateness.
- 1.6 Financial instruments such as shares are held in custody. Please see paragraph 9 – “Custody” below for more information.
- 1.7 We may be required to give your details (including your email address) and details of your shareholding. By trading financial instruments on our Platform, you consent to us providing your identifying information and/or any documentation that shall be requested from time to time. You acknowledge that you may be

requested to provide with these documents to any service provider of Taurus Europe.

2. INVESTOR PROTECTION AND COMPENSATION

- 2.1 Taurus Europe is a member of the Investor Compensation Fund and therefore our clients may be entitled to the relevant protections as referred to in the Terms and Conditions in clause 8 and as per CySEC’s website, (available at <https://www.cysec.gov.cy/en-GB/investor-protection/financial-education/news-publications/92996/>).

3. LIMITATIONS OF OUR FINANCIAL INSTRUMENTS TRADING SERVICE

- 3.1 We may provide factual market information and information in relation to any financial instruments at your request. However, we are not obliged to disclose such information to you and, if we do supply this information, it does not constitute investment advice.
- 3.2 We will not be liable to you for any act or omission of any such third-party, including but not limited to information provided by such third-party, except where we have acted gross negligently, fraudulently and/or in wilful default with the appointment of the third-party.
- 3.3 The Taurus Platform is not an exchange or a market. This means that you can only enter into trades and investments with us on the platform, and not third parties. Therefore, our services are limited to you buying a financial instrument on our platform, and selling that financial instrument on our platform. You will not be able to transfer the financial instruments out of your Taurus Europe account, including for the purposes of selling that financial instrument on another platform or to another person.
- 3.4 We do not permit "US persons" (as defined by the Internal Revenue Service "IRS") to invest in financial instruments on our platform. If we allow you to trade in financial instruments and then identify you as a US person, we may close any open positions you may hold and then block or close your Taurus Europe account.
- 3.5 If you declare that you are not a US person, we may ask you to sign a W-8BEN form before we accept an order from you.

4. KEY RISKS OF FINANCIAL INSTRUMENTS TRADING

- 4.1 All financial products carry risk, and even trading non-complex products, such as financial instruments, will have a degree of uncertainty. The financial instruments markets can be volatile, which means the prices of the financial instruments can change rapidly, and therefore are unpredictable, which means that financial instruments dealing is not suitable for everyone.

- 4.2 You should ensure you fully understand the risks involved before using our Services and if required take appropriate investment, financial, legal, tax and other necessary professional, independent advice. More information on the risks associated with trading financial instruments is set out in our Risk Warning Disclosures. You should read this document and fully understand the risks before entering into this Agreement.
- 4.3 Please refer to clause 5 of the General Terms and Conditions, the Risk Disclosure, and our website for more information on the key risks of using our services.

5. PLACING ORDERS

- 5.1 Please refer to clause 18 of the general Terms and Conditions for information on how you may place an order, we further provide trading instructions on the Taurus Platform.
- 5.2 We execute your orders as soon as reasonably practicable, but sometimes there will be a delay between when we receive your order and when we are able to execute it. Where a delay occurs, there may be a difference between the market price of the financial instruments that you were quoted and the market price on the exchange, which may or may not be to your benefit. The exchange is not required to accept your order, and is not required to execute your order at the price that you were quoted.
- 5.3 Each order that you make is binding on you even where you have exceeded any limit on our platform, and you must pay any sums due on any transaction immediately once the transaction has been entered into.
- 5.4 You are responsible for monitoring your orders until they are confirmed or cancelled, as we may not provide you with explicit written notification. You should contact us immediately if you are unsure about the status of an order.
- 5.5 We reserve the right at our sole discretion to refuse to place and/or execute if such an action is done in good faith and/or to ensure that Taurus Europe remains compliant with applicable laws.

6. USING LEVERAGE AND MARGIN TRANSACTIONS

- 6.1 You may trade financial instruments by paying for the trade in full, or we may allow you to trade using leverage for any buy orders ("Margin Transaction"). Leverage is a form of borrowing which allows you to deposit only a part of the cost of your transaction upfront. This deposit is called "margin" and is used by us as security against any potential losses you may incur. The more leverage you use, the less margin you need. Money being used as margin cannot be taken out of your account.

- 6.2 Trading with leverage magnifies your gains and losses, so small price changes in the trade financial instrument can result in large losses or gains. It is therefore possible that you may lose more than your deposit in a trade. We provide more information on the risks of trading financial instruments in paragraph 4 – "Key risks of trading financial instruments ", the Risk Disclosure, and on our website.
- 6.3 Eligibility to the Margin Transactions shall be determined by us according to our internal procedures and requirements and at our sole and absolute discretion. We reserve the right to refuse your ability to access Margin Transactions, including generally or on a specific trade by trade basis, and for any reason. We may not provide you with prior notice, or an explanation of our refusal.
- 6.4 The financial instrument purchased in a Margin Transaction and any asset resulting from any Fork in relation thereto are our collateral for the loan provided to you and any fees related due thereon. If the financial instrument in such Margin Transaction decline in value, so does the value of the collateral supporting your loan, and as a result we can take action, such as sell those financial instruments to maintain the required equity. If such financial instruments are not sufficient to cover your debt to us (including any fees) we may use in our sole discretion, subject to any applicable law, any other assets and/or funds in your account (including liquidation of such assets, if permitted under applicable law).
- 6.5 There is no maximum leverage amount prescribed by applicable law. The amount of leverage permitted (and therefore margin required) shall be determined by us in our sole discretion. We can decrease the leverage (and therefore increase the margin requirement) as well as change the leverage (and therefore change the margin requirement) we offer at any time, including for any open positions.
- 6.6 We can change margin requirements at our sole discretion (including in relation to open positions), and we may give you very short notice of changes to margin requirements or due to an Exceptional Event we may not be able to give you notice at all. We will exercise our right to change margin requirements in accordance with applicable law. These changes often take effect immediately. When margin requirements change, we cannot guarantee that your execution price will match your order price, including where you've placed a limit order, take profit and/or stop loss order.
- 6.7 You acknowledge that Taurus Europe will not issue margin calls in respect to Margin Transactions. It is your sole responsibility to monitor at all times the amount deposited in your transactions against the amount of any margin that may become necessary. It is your sole responsibility to follow up whether your transaction is about to be closed due to margins requirement as shall be indicated in the Platform.

- 6.8 Where you transfer more funds into your account to satisfy an increased margin requirement, we are not responsible for delays in the release of funds intended to satisfy the margin requirement, including but not limited to internal holds on funds exceeding verification limits, delays in the transfer of funds from external accounts maintained by third party financial institutions, and failure of proper routing of funds through financial networks. The funds won't count towards their Margin Requirements until they are released.
- 6.9 If you fail to satisfy the margin requirement we will liquidate your Margin Transaction (i.e., we will force sale your financial instruments) in order to satisfy the margin requirements without prior notice to you and without an opportunity for you to choose the timing of liquidation. We may but are not obligated to, in our sole discretion, allow you to add funds into the position to avoid any forced liquidation of your Taurus Europe account.
- 6.10 Any requirement for margin must be satisfied in such currency and within such time as may be specified by us (in our sole discretion) or, if none is specified, immediately. One margin requirement does not preclude another.
- 6.11 The consideration from the liquidation of the collateral will be used first to pay off interest before principal. Any unpaid loan shall continue to accrue overnight fees until the loan amount shall have been paid in full.
- 6.12 We provide all clients with negative balance protection. This means that your aggregate liability in your Account is limited to the funds in your Account.
- 6.13 In addition to our rights at paragraph 14 – "Our rights and your rights in special circumstances", we reserve the right to close any open Margin Transactions positions, in a fair way and taking into account the treatment we may receive from our counterparties and/or any relevant third party if an Exceptional Event has occurred, as defined in clause 28 of the General Terms and Conditions.
- 6.14 You hereby grant us the right to pledge, re-pledge, hypothecate, rehypothecate, reuse, invest, either separately or with the property of other clients, to itself as broker or to others (including as part of our financing transactions), any crypto-assets or asset held for your benefit by Taurus Europe as margin or security. Taurus Europe is irrevocably appointed as attorney in-fact for you and is authorized, without notice to you, to execute and deliver any documents, give any notice and to take any actions on your behalf, including the execution, delivery and filing of financing statements, that Taurus Europe deems necessary or desirable to evidence or to protect our interest with respect to any collateral. Our rights under this paragraph are subject to applicable law, and therefore we will not exercise the rights if you are a

resident in a jurisdiction which prohibits you granting such rights to us.

7. FEES AND COSTS

- 7.1 Please refer to clause 21 of the General Terms and Conditions for information on the fees and costs which apply to all transactions on the Taurus Platform.
- 7.2 We may charge you for the provision by us to you of market data which relates to financial instruments.
- 7.3 Additional charges may also be incurred by you in the case of delayed or failed settlement of a transaction. Any such amounts will be your responsibility and, where appropriate, will be deducted from your account.

8. SETTLEMENT

- 8.1 Your financial instrument investments will settle in accordance with local markets.
- 8.2 If you trade as financial instrument, the consideration for the transaction and all applicable fees, charges and taxes for that transaction will be deducted from your account at the time of execution of the transaction. The financial instrument will be available for sale on your account prior to settlement of the transaction and your account will reflect this. Should the transaction fail to settle, we may reverse the transaction, return any fees, charges and taxes for that transaction and amend your account to reflect the same.
- 8.3 In the event of our insolvency, you may not have title to the financial instruments that you have bought on the Taurus Platform, where settlement has not yet occurred. This is the case even if the financial instruments which you have bought are shown as available in your Taurus Europe account. In these circumstances, you will be entitled to the amount that you paid for the financial instruments, which will form part of your client money. Please refer to clause 15 of the General Terms and Conditions for more information on client money.
- 8.4 We are not liable for any losses, costs or expenses that you suffer because of any delay or change in market conditions either before we execute an order or before a transaction settles.

9. CUSTODY

- 9.1 You instruct us to arrange for any financial instruments which you have bought on our platform to be held on your behalf until we receive further instruction from you to sell that financial instrument. This is called "custody", and means that we will be your "custodian".
- 9.2 We will hold the financial instruments on your behalf in accordance with the applicable law, or may arrange for

the Custody Services to be provided by another company (this is called a "sub-custodian"). We are not liable for any acts, omissions, insolvency or dissolution of the sub-custodian, unless any losses which you incur have been caused by our fraud, wilful default or gross negligence.

- 9.3 When holding such financial instruments on your behalf, we take measures to ensure their protection and for safeguarding your ownership rights, including:
- (a) keeping records and accounts enabling us at any time and without delay to distinguish assets held for you from assets held for any other client and from our own assets;
 - (b) maintaining our records and accounts in a way that ensures their accuracy and, in particular their correspondence to the financial instruments held for you;
 - (c) conducting, on a regular basis, reconciliations between our internal accounts and records and those of sub-custodians; and
 - (d) taking steps to ensure that any financial instruments deposited with a sub-custodian are identifiable separately from any of our assets or any of the sub-custodian's assets.
- 9.4 Detailed records of all your financial instruments held by the custodian or sub-custodian will be always kept by us to show that your financial instruments are held on your behalf, for your benefit and do not belong to the custodian or any sub-custodian.
- 9.5 We exercise all due skill, care and diligence during the selection, appointment and periodic monitoring of the sub-custodian and over the arrangements for the holding and safeguarding of the financial instruments.
- 9.6 Where your financial instruments are deposited for safekeeping with a sub-custodian, there may be instances, if this is required by the law of the country where the financial instruments are held, that the sub-custodian may have a security interest, lien or right of set-off over your financial instruments enabling such sub-custodian to dispose of your financial instruments, in order to recover debts that do not relate to you or the provision of services to you.
- 9.7 Your financial instruments will be pooled together with our other clients' financial instruments (we call this an "Omnibus Account") with a third-party depository in the name of Taurus Europe on behalf of our clients. In such case, it may not be possible to separate your financial instruments from those of other clients.
- 9.8 In the event of the insolvency or any other analogous proceedings in relation to that third party, we may only have an unsecured claim against the third party on behalf

of the client, and the client will be exposed to the risk that the money received by us from the third party is insufficient to satisfy the claims of the client with claims in respect of the relevant account. We do not accept any liability or responsibility for any resulting losses.

- 9.9 This also means that if we or our third-party nominee becomes insolvent, your financial instruments may not be immediately identifiable by separate certificates, physical documents, or equivalent electronic entries on the register. Instead, any claim will be against the Omnibus Account, and therefore more time might be needed for us to identify which financial instruments are yours, and which belong to a different client. As additional time might be needed, this might increase your risk of losing money. In addition, if there is an unreconciled shortfall caused by the default of a custodian, you may share proportionately in that shortfall.
- 9.10 You agree that because of the nature of applicable laws or market practices in overseas jurisdictions, it may be in your best interest for your financial instruments to be registered or recorded in our name or in the name of the sub-custodian, the nominee or any applicable delegate. If it is not possible for us to do this, then:
- (a) your financial instruments may be registered or recorded in the name of the company/issuer, sub-custodian, the nominee or any applicable delegate as the case may be;
 - (b) your financial instruments may not be segregated and separately identifiable from the financial instruments of the company/issuer, sub-custodian, the nominee or any applicable delegate; and
 - (c) consequently, in the event of a failure, your financial instruments may not be as well protected from claims made on behalf of our general creditors. You should note that when we arrange for a third-party to hold your financial instruments overseas there may be different legal and regulatory requirements than those applied in the Republic of Cyprus.
- 9.11 You agree that you will not try to sell, mortgage or otherwise deal in or part with the financial instruments which we hold for you.
- 9.12 If you have not instructed us about the financial instruments in your Taurus Europe account (e.g., to sell the financial instruments) and we are unable to trace you despite having taken reasonable steps to do so we will stop treating your financial instruments as client assets after a prescribed period of time, in accordance with applicable law. We will try to contact you before we do this.
- 10. CORPORATE EVENTS**
- 10.1 A "Corporate Event" is something which will result in a change to one or more financial instruments. Examples of

Corporate Events include, but are not limited to, share consolidations, share splits, reorganisations, mergers, take-over offers (and similar), name changes and rebranding, dividend distributions, insolvency, delistings and changes to applicable law or regulation.

- 10.2 If a Corporate Event impacts a financial instrument in your Taurus Europe account, we will use reasonable endeavours to adjust the financial instruments in your account in a way that is fair and which aligns with market practice, depending on the circumstances of each event and according to our sole discretion, although we are not obliged to do this. Adjustments may include changing the price or quantity of financial instruments in your account, to reflect the economic equivalent of such rights.
- 10.3 Notwithstanding paragraph 11.2, we reserve the right to close out any open positions impacted by a Corporate Event (including delistings and insolvency) in a fair way and taking into account the treatment we may receive from our counterparty and/or any relevant third party. In this respect we may make any required adjustment (price, quantity or any other adjustment) resulting from the Corporate Event as may be applicable. We may close out open positions prior to or following such Corporate Events, at our sole discretion.
- 10.4 Actions taken by us to adjust the financial instruments in your account after a Corporate Event may create tax liabilities for you. We may deduct tax when making adjustments, however it will be your responsibility to satisfy these liabilities if we did not make such deduction. We may claim or reclaim tax credits on dividends or other income on financial instruments.
- 10.5 If you are holding financial instruments, such as shares, which grant you the right to receive a dividend or interest payment from a company, provided that you have held such shares prior to and on the relevant ex-dividend date, we will pay this money into your Taurus Europe account on receipt by us. We may deduct from this payment any applicable tax however it will be your responsibility to satisfy these liabilities if we did not make such deduction.
- 10.6 If the underlying market on which your financial instrument is traded is suspended, you will not be able to place any sell orders on those financial instruments, and we will not be able to execute any sell orders which you have already placed on those financial instruments until the market recommences trading. We cannot guarantee that your order will be executed immediately when the market recommences trading, and we may be required to wait until there is enough demand to buy your financial instrument.
- 10.7 Where a Corporate Event results in a fractional entitlement to part of a financial instrument, we will use reasonable endeavours to aggregate those fractional entitlements, and sell those fractional financial instruments and credit your account with a cash value

which may be subject to certain fees and charges. However, we are not obliged to do this.

- 10.8 Where a Corporate Event, such as partial redemptions, affect some but not all products held in an Omnibus Account, we will use reasonable endeavours to allocate the products which are affected to relevant clients in a fair way and in accordance with market practice. However, we are not obliged to do this.
- 10.9 For certain financial instruments we will, through a third-party service provider, support the exercise of the right to participate in general meetings and vote, including by proxy. For other financial instruments, currently, we will not notify you of or arrange attendance at any annual general meetings or extraordinary general meetings applicable to your financial instruments, and/or arrange the exercise of any voting rights attaching to financial instruments we hold on your behalf, whether exercisable at an annual general meeting or otherwise. We are also not obliged to inform you of any class action or group litigation that is being proposed or taken concerning financial instruments that we are holding on your behalf. We will never take discretionary action to vote financial instruments which we hold on your behalf irrespective as to whether we are able to facilitate your voting of such financial instruments.
- 10.10 Where Corporate Events affect some but not all financial instruments held in a pooled account, we shall allocate the financial instruments which are affected to relevant clients in a fair and equitable manner as we reasonably consider is appropriate.
- 10.11 As we will hold your financial instruments in one or more pooled accounts, you may receive dividends or distributions net of applicable taxes which has been paid or withheld at rates that are less beneficial than those that might apply if the financial instruments were held in your own name or not pooled.
- 10.12 Subject to applicable law, upon the occurrence of certain Corporate Events, there is the possibility that your financial instruments or related products (for example, depositary receipts) may be subject to forced conversion into an alternative financial product. Taurus Europe is not obliged to facilitate such conversions, but will act reasonably and will take into account the treatment we receive from our relevant counterparties such as sub-custodians, regulatory constraints, and relevant risks and costs while seeking to achieve your fair treatment.
- 10.13 Please refer to Part 3 of the General Terms and Conditions for more information about our rights and your rights in special circumstances.

11. EFFECT OF TERMINATION

- 11.1 Where you terminate your relationship with us and provide us with instructions for closing your account, we

will arrange for your financial instruments to be sold as soon as reasonably possible in accordance with this Schedule A and the General Terms and Conditions of your account and registration with us. We will hold the proceeds of the sale as client money on an account in your name. We make no warranties of any kind about the possibility to sell your financial instruments, in particular in terms of liquidity or expected price.

- 11.2 For DLT financial instruments, we may deliver them to your private wallet provided that 1. it is technically possible and 2. you comply with our internal processes, in particular in terms of KYC and AML checks.
- 11.3 We will charge fees and any other applicable charges and taxes on the sale of your financial instruments.
- 11.4 Where financial instruments are sold, you may suffer a shortfall between the amount you invested and the amount you get back after sale. We are not responsible for any shortfall that arises. Any shortfall will be borne by you.

12. WE MAY LEND YOUR FINANCIAL INSTRUMENTS

- 12.1 You acknowledge, accept, and expressly consent to us lending any financial instruments held on your behalf to any third party. If we receive income or benefits (including stock lending fees and interest on posted collateral), we are not obliged to pass on such income or benefits to you. Where we lend out your financial instruments, this may limit your ability to exercise voting rights (if any) relating to that financial instrument. Such lending to the extent conducted, will be offered in accordance with any applicable laws.

SCHEDULE B – TRADING CRYPTO-ASSETS

This Schedule sets out the specific terms that will apply to you when trading crypto-assets on the Taurus Platform. The terms in this Schedule apply to you in addition to the General Terms and Conditions, which apply to all of our services and not just crypto-asset trading. Capitalised words in this Schedule will have the same meaning which are given to those word in the General Terms and Conditions. If a term of this Schedule B conflicts with or differs from a term in the General Terms and Conditions, this Schedule will apply.

1. OUR CRYPTO ASSET TRADING SERVICE

- 1.1 A "crypto-asset" is a means a digital representation of value or rights which may be transferred and stored electronically, using distributed ledger technology or similar technology. This definition includes asset-referenced tokens and e-money tokens.
- 1.2 We may act as principal or on a riskless principal or broker basis for your crypto-asset trades. This means that we will be the counterparty to the trade or we will instruct a trade to be entered into with an executing broker on your behalf. The executing broker may be a third party entity or a Taurus Europe affiliate or a Taurus group entity.
- 1.3 We may execute all or part of your Order OTC and/or outside a crypto/digital asset trading platform, in particular in the case of OTC derivative transactions and/or crypto/digital assets. You hereby expressly express consent to the execution of your Orders OTC outside a crypto/digital trading platform.
- 1.4 The crypto-assets that we offer for trading may change from time to time. To view what crypto-assets are offered on Taurus Platform, visit our website.
- 1.5 Our crypto-asset services are differentiated depending on the type of position you enter into, your country of residence and the date on which you entered into your position.

2. INVESTOR PROTECTION AND COMPENSATION

- 2.1 Taurus Europe is a member of the Investor Compensation Fund and therefore our clients may be entitled to the relevant protections as referred to in the Terms and Conditions in clause 8 and as per CySEC's website (<https://www.cysec.gov.cy/en-GB/investor-protection/financial-education/news-publications/92996/>).

3. LIMITATIONS OF OUR CRYPTO ASSET TRADING SERVICE

- 3.1 We may provide factual market information and information in relation to any financial instruments at your request. However, we are not obliged to disclose

such information to you and, if we do supply this information, it does not constitute investment advice.

- 3.2 We will not be liable to you for any act or omission of any such third party, including but not limited to information provided by such third party, except where we have acted gross negligently, fraudulently and/or in wilful default with the appointment of the third-party.
- 3.3 The Taurus Platform is not an exchange, a trading platform for crypto-assets or a market. This means that you can only enter into crypto-asset trades with us on the platform, and not with third parties. You will also not have the right to vote, stake (unless otherwise stated by us in accordance with paragraph 10 – "Staking"), or otherwise participate in any events or actions that may occur in relation to the crypto-asset. Therefore, our services are limited to you buying and selling crypto-assets on our platform.
- 3.4 You may transfer crypto-assets from your Taurus Europe account as explained in paragraph – "Transfer of crypto-assets". This service is subject to certain limitations as described in paragraph 6 (which may be changed from time to time) and we may choose to revoke it at our sole discretion subject to a prior notice.
- 3.5 We do not permit "US persons" (as defined by the Internal Revenue Service "IRS") to invest in financial instruments on our platform. If we allow you to trade in financial instruments and then identify you as a US person, we may close any open positions you may hold and then block or close your Taurus Europe account.
- 3.6 If you declare that you are not a US person, we may ask you to sign a W-8BEN form before we accept an order from you.

4. KEY RISKS OF TRADING CRYPTO-ASSETS

- 4.1 Our crypto-asset trading and especially Margin Transactions service is not appropriate for everyone. Crypto-assets are volatile products, which means the prices of the products can change rapidly and are therefore unpredictable. Prices can and do fluctuate significantly on any given day. Due to these price fluctuations, your holdings may significantly increase or decrease in value at any given moment, and this may result in a loss of all the capital you have invested in a transaction (the risk of losing money is even greater in Margin Transactions due to the use of leverage).
- 4.2 You should only use our crypto-assets trading service (including for Margin Transactions) if:
 - (a) you have sufficient and relevant knowledge about or experience in, trading in volatile markets;
 - (b) you are trading with money you can afford to lose;

- (c) you have a high-risk tolerance;
- (d) you want to gain short term exposure to a product/market; and
- (e) you have time to manage your transactions on an active basis and understand that active management may be required at short notice due to the volatility of the crypto-asset market (which will be increased in relation to Margin Transactions).

4.3 The most important risks when trading crypto-assets (which are even greater in Margin Transactions) are:

- (a) particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any crypto-assets, the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the crypto-assets trading services at the time of your order or trade;
- (b) the actual market rate at which a market order or trade is executed may be different from the rate that is displayed on the Taurus Platform at the time that you make your order, if prices are fluctuating substantially;
- (c) crypto-assets are a unique kind of product, backed by technology and trust, unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver. This means there is no central bank that can take corrective measure to protect the value of crypto-assets in a crisis;
- (d) as crypto-assets are virtual products, they may become 'delisted' or unsupported at any time, which means they may no longer be offered for sale or exchange on markets. If this happens, the crypto-assets may become worthless. Please refer to paragraph 14 – "Our rights and your rights in special circumstances" for further information on how we may treat positions in such events;
- (e) under certain market conditions, you may find it difficult or impossible to liquidate a position, such as where the market reaches a daily price fluctuation limit or where there is insufficient liquidity in the market;
- (f) as crypto-assets are digital assets, there is a risk that third parties may obtain unauthorised access to your information and/or your assets;
- (g) crypto-assets are often traded using independent blockchain technology. Your use of blockchain and other third party networks will be subject to

any changes and/or amendments in their systems and to any applicable law which may apply to them. We are not responsible for any failure, mistake, error, or breach of third party networks. We also do not make any guarantee about the services provided by and the security of third party networks;

- (h) crypto-assets are operated by underlying software protocols. We do not own or control the software underlying the crypto-assets in respect of which crypto-asset are available for trading on our platform. In general, the underlying software protocols are 'open source', which means anyone can use, copy, modify, and distribute them. The underlying protocols are subject to sudden changes in operating rules (called "Forks"), and such Forks may materially affect the value, function, and/or even the name of the crypto-asset which we hold for your benefit. We explain your rights and our rights if a fork occurs in more detail in paragraph 14 – "Our rights and your rights in special circumstances";
- (i) we may execute orders through, or hold crypto-assets and currencies with, a third party. These third parties may not be banks. This means that, if a company holding the currencies or crypto-assets fails, is hacked, or goes out of business, your money and assets are not protected in the same way as they would be if they were held by a bank. In particular, we may only have an unsecured claim against that third party on your behalf, which means that you are less likely to recover your money; and
- (j) crypto-assets are unregulated products. This means that, when you trade crypto-assets, losses incurred due to crypto-asset trading will not be eligible for government compensation. Please see paragraph 2 – "Investor protection and compensation" for more information on this.

4.4 You should therefore carefully consider whether trading or holding crypto-assets is suitable for you, in light of your financial circumstances. You should ensure that you fully understand how crypto-assets work (including all associated risks and costs) before using our crypto-assets trading services.

4.5 Please refer to clause 5 of the General Terms and Conditions, the Risk Disclosure, and our website for more information on the key risks of using our services.

Margin Transactions

4.6 In addition to the above you should only trade Margin Transactions if you have time to manage your transactions on an active basis and understand that active management may be required at short notice:

- (a) due to the volatility of the crypto-asset market, which will be increased as a result of leverage;
- (b) as a result of us changing margin requirements, including for open positions (as stated below); and/or
- (c) as a result of us giving you very short notice, or due to an Exceptional Event no notice at all, of changes to margin requirements (as stated below);

"Using leverage and Margin Transactions" for further information on changes to margin requirements. Your failure to satisfy margin requirements may, as described above cause us to liquidate or sell crypto-assets or other assets in your account. We are not responsible to delays in the release of funds intended to satisfy the call, including but not limited to internal holds on funds exceeding verification limits, delays in the transfer of funds from external accounts maintained by third party financial institutions, and failure of proper routing of funds through financial networks. The funds won't count towards their margin requirements until they are released.

4.7 In addition to the risks highlighted above, the following risks specifically associated with Margin Transactions:

- (a) You can lose more funds than you deposit in the Margin Transaction. The price fluctuation of crypto-assets, in combination with the use of leverage, means that your Margin Transaction may significantly increase or decrease in value at any given moment, and this may result in a loss of more than the capital that you originally invested in such Margin Transaction. Therefore, Margin Transactions come with an even higher risk of losing money, and the risk of losing more money, than compared to non-margined crypto-assets.
- (b) We can force the sale of assets in your account. A decline in the value of crypto-assets that are purchased on margin may require you to add funds to such transaction to avoid the forced sale of those crypto-assets or other assets in your account. If the crypto-assets in a Margin Transaction falls below the margin requirements, we can sell the crypto-assets in your account to cover the margin deficiency. You will also be responsible for any shortfall in the account after such a sale.
- (c) We can sell your crypto-assets without contacting you. We are not required to contact you for a margin call to be valid and we can liquidate crypto-assets in your accounts to meet the margin requirements, including immediately selling the crypto-assets without notice to you.
- (d) We can change margin requirements at our sole discretion (including in relation to open positions), and we may give you very short notice of changes to margin requirements or due to an Exceptional Event we may not be able to give you notice at all. We will exercise our right to change margin requirements in accordance with applicable law. These changes often take effect immediately. When margin requirements change, we cannot guarantee that your execution price will match your order price, including where you've placed a limit order, take profit and/or stop loss order. Please refer to paragraph 5 –

5. PLACING ORDERS

- 5.1 Please refer to clause 18 of the General Terms and Conditions for information on how you may place an order and provide trading instructions on the Taurus Platform.
- 5.2 Each order given by you will be binding on you notwithstanding that by entering into the order as applicable, you may have exceeded any limit applicable to you or in respect of your dealings with us.
- 5.3 We are not required to accept every order that you make, or if we have accepted your order we are not required to complete/execute every order. For example, we may not accept an order, not execute or complete an order, or cancel an order:
 - (a) for the reasons set out in clause 19.2 of the General Terms and Conditions;
 - (b) due to the size of the order, for example large orders which cannot be filled;
 - (c) because we cease to offer the crypto-asset product;
 - (d) if you do not have enough margin to fund a leveraged crypto-asset trade; and/or
 - (e) because you exceed any limits applicable to you or in respect of your dealings with us and other matters that affect trading generally.
- 5.4 As provided in clause 19.1 of the General Terms and Conditions, you may request to cancel or modify an order which we have not executed. However, we cannot guarantee that we will be able to carry out your request. In addition to this clause, we are not liable to you if we are unable to carry out your request. You acknowledge and agree that:

- (a) if an order cannot be cancelled or modified, you are bound by any execution of the original order; and
- (b) attempts to modify or cancel and replace an order can result in an over-execution of the order or the execution of duplicate orders. Our systems do not prevent such over-executions or duplications from occurring, and therefore you shall be responsible for all such over-executions or duplications entering into any replacement orders.

5.5 You are responsible for monitoring your orders until they are confirmed or cancelled, as we may not provide you with explicit written notification. You should contact us immediately if you are unsure about the status of an order.

5.6 As provided in clause 18.6 of the General Terms and Conditions, we cannot guarantee that your execution price will match your order price. This is known as slippage. To be clear:

- (a) if you place a crypto-asset order (whether during normal market hours or when the market is closed), you agree to pay or receive the prevailing market price at the time your market order is executed. You understand that the price you pay may be significantly higher or lower than you had anticipated at the time you placed the order, and therefore such price movements may be in your favour or against you; and
- (b) there is no guarantee that your order will be filled in full or in part. Where a delay occurs for any reason, we will attempt to execute the order as soon as reasonably practicable. You acknowledge and accept that the market price of the crypto-asset may have moved during the time between our receipt and acceptance of your order and our attempt to execute order;

5.7 You acknowledge and agree that we reserve the right to cause any of your crypto-asset orders to be routed for execution to one or more exchanges or off-exchanges, associations, electronic communications networks or markets according to our sole discretion.

5.8 Unless we agree otherwise, all sums payable by you are due immediately and must be paid on entering into the transaction.

6. USING LEVERAGE AND MARGIN TRANSACTIONS

6.1 You may trade crypto-assets by paying for the trade in full, or we may allow you to trade crypto-assets using leverage for any buy orders ("Margin Transaction"). Leverage is a form of borrowing which allows you to deposit only a part of the cost of your transaction upfront.

This deposit is called "margin" and is used by us as security against any potential losses you may incur. The more leverage you use, the less margin you need. Money being used as margin cannot be taken out of your account.

6.2 Trading with leverage magnifies your gains and losses, so small price changes in the crypto-asset can result in large losses or gains. It is therefore possible that you may lose more than your deposit in a trade. We provide more information on the risks of trading crypto-assets, including trading crypto-assets using leverage in paragraph 7 – "Key risks of trading crypto-assets", the Risk Disclosure, and on our website.

6.3 Eligibility to the Margin Transactions shall be determined by us according to our internal procedures and requirements and at our sole and absolute discretion. We reserve the right to refuse your ability to access Margin Transactions, including generally or on a specific trade by trade basis, and for any reason. We may not provide you with prior notice, or an explanation of our refusal.

6.4 The crypto-assets purchased in a Margin Transaction and any asset resulting from any Fork in relation thereto are our collateral for the loan provided to you and any fees related due thereon. If the crypto-assets in such Margin Transaction decline in value, so does the value of the collateral supporting your loan, and as a result we can take action, such as sell those crypto-assets in order to maintain the required equity. If such crypto-assets are not sufficient to cover your debt to us (including any fees) we may use in our sole discretion, subject to any applicable law, any other assets and/or funds in your account (including liquidation of such assets, if permitted under applicable law).

6.5 There is no maximum leverage amount prescribed by applicable law. The amount of leverage permitted (and therefore margin required) shall be determined by us in our sole discretion. We can decrease the leverage (and therefore increase the margin requirement) as well as change the leverage (and therefore change the margin requirement) we offer at any time, including for any open positions.

6.6 We can change margin requirements at our sole discretion (including in relation to open positions), and we may give you very short notice of changes to margin requirements or due to an Exceptional Event we may not be able to give you notice at all. We will exercise our right to change margin requirements in accordance with applicable law. These changes often take effect immediately. When margin requirements change, we cannot guarantee that your execution price will match your order price, including where you've placed a limit order, take profit and/or stop loss order.

6.7 You acknowledge that Taurus Europe will not issue margin calls in respect to Margin Transactions. It is your

sole responsibility to monitor at all times the amount deposited in your transactions against the amount of any margin that may become necessary. It is your sole responsibility to follow up whether your transaction is about to be closed due to margins requirement as shall be indicated in the Platform.

- 6.8 Where you transfer more funds into your account to satisfy an increased margin requirement, we are not responsible for delays in the release of funds intended to satisfy the margin requirement, including but not limited to internal holds on funds exceeding verification limits, delays in the transfer of funds from external accounts maintained by third party financial institutions, and failure of proper routing of funds through financial networks. The funds won't count towards their Margin Requirements until they are released.
- 6.9 If you fail to satisfy the margin requirement we will liquidate your Margin Transaction (i.e., we will force sale your crypto-assets) in order to satisfy the margin requirements without prior notice to you and without an opportunity for you to choose the timing of liquidation. We may but are not obligated to, in our sole discretion, allow you to add funds into the position to avoid any forced liquidation of your crypto-assets.
- 6.10 Any requirement for margin must be satisfied in such currency and within such time as may be specified by us (in our sole discretion) or, if none is specified, immediately. One margin requirement does not preclude another.
- 6.11 The consideration from the liquidation of the collateral will be used first to pay off interest before principal. Any unpaid loan shall continue to accrue overnight fees until the loan amount shall have been paid in full.
- 6.12 We provide all clients with negative balance protection. This means that your aggregate liability in your Account is limited to the funds in your Account.
- 6.13 In addition to our rights at paragraph 14 – "Our rights and your rights in special circumstances", we reserve the right to close any open Margin Transactions positions, in a fair way and taking into account the treatment we may receive from our counterparties and/or any relevant third party if an Exceptional Event has occurred, as defined in clause 28 of the General Terms and Conditions.
- 6.14 You hereby grant us the right to pledge, re-pledge, hypothecate, rehypothecate, reuse, invest, either separately or with the property of other clients, to itself as broker or to others (including as part of our financing transactions), any crypto-assets or asset held for your benefit by Taurus Europe as margin or security. Taurus Europe is irrevocably appointed as attorney in-fact for you and is authorized, without notice to you, to execute and deliver any documents, give any notice and to take any actions on your behalf, including the execution,

delivery and filing of financing statements, that Taurus Europe deems necessary or desirable to evidence or to protect our interest with respect to any collateral. Our rights under this paragraph are subject to applicable law, and therefore we will not exercise the rights if you are a resident in a jurisdiction which prohibits you granting such rights to us.

7. TRANSFER OF CRYPTO-ASSETS

- 7.1 We may provide services of transfer of crypto-assets from one distributed ledger address or account to another, on your behalf. Thus, where you purchase certain types of crypto-assets on our Platform (except for Margin Transactions as defined in this Schedule), we allow you to transfer your crypto-assets to a wallet opened in your name with a third-party crypto-asset service provider and/or to a self-hosted wallet controlled by you, subject to paragraph 6.3 below.
- 7.2 This may also depend on the ability of the third party crypto-asset service provider(s) to provide services into the relevant jurisdiction in which you are domiciled. We may pause or stop this facility with a prior notice. Crypto-assets bought in a Margin Transaction (see paragraph 5 – "Using leverage and Margin Transactions") have no transfer option.
- 7.3 This transfer service of your crypto-assets to third-party crypto-asset service provider(s) and/or self-hosted wallets is subject to certain limitations and conditions as Taurus Europe may set from time to time. We will seek to provide relevant notice of such limitations to the extent we are reasonably able. The limitations may include, but are not limited to, your domiciliation, applicable regulation and any liabilities that you may owe towards Taurus Europe being settled in advance of the transfer. Further, not all types of crypto-assets are supported for this transfer service and your ability to transfer your crypto-assets and the timing of such transfer is affected by the original means of payment of your deposit as well as other factors such as AML rules, internal procedures and applicable regulations.
- 7.4 Please refer to the "Transfer Services Arrangement" available on our website for further relevant information.

8. LIMITATION ON LIABILITY

- 8.1 Crypto-assets are highly speculative assets which rely on a number of external variables for their existence and value. As a result, there are a number of additional risks and liabilities that you will be exposed to when trading crypto-assets. This paragraph sets out a number of these liabilities and explains the circumstances under which we will not be liable for any losses, costs, or expenses that you suffer subject to applicable law.
- 8.2 We are not liable to you where you suffer a loss, cost, or expense as a result of:

- (a) any delay or change in market conditions before we execute an order or before a transaction settles;
- (b) any delay or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, any cyber-attack or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us;
- (c) any loss caused by theft, robbery, burglary or other criminal taking if a computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system is used to perform such acts;
- (d) any loss of any kind resulting from any communication failures, disruptions, errors, distortions or delays you may experience when trading on the Taurus Platform, regardless of how they are caused;
- (e) any loss resulting from a network failure of a crypto-asset's cryptographic protocol;
- (f) any loss caused by a custodian and/or by any third party;
- (g) any lost profits or damages that are caused by or are connected to unauthorised use of the Taurus Platform or services, even where we or one of our representatives knew or should reasonably have known about the possibility of such damages; and
- (h) any loss of any kind, from action taken in reliance on material or information, contained on Taurus Platform or websites and/or on the blockchain systems.
- 8.3 Neither Taurus Europe, its affiliates and service providers, nor any of their respective officers, directors, agents, joint venture partners, employees or representatives, will be liable for any amount larger than the value of the crypto-assets currently deposited in your account. As a result, for example, if you claim that we failed to process a buy or a sell transaction properly, your damages are limited to no more than the value of the supported crypto-asset at issue in the transaction.
- 8.4 We also do not promise or guarantee that:
- (a) Taurus Platform, and the server that makes it available, are free of viruses or errors, that its content is accurate, that it will be uninterrupted, or that defects will be corrected;
- (b) the service will be available at all times;
- (c) access to our website, any part of the services, our terms and other information provided by us or any part of our services will be continuous, uninterrupted, timely, or error-free; or
- (d) historical crypto-asset price data available on Taurus Platform is accurate and/or complete.
- 8.5 The services are provided on an "as is" and "as available" basis without any representation or warranty, whether express, implied or statutory. To the maximum extent permitted by applicable law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement.
- 8.6 Please refer to clause 24 of the General Terms and Conditions for more information on the general limitations to our liability when you trade using any of our services.
- ## 9. FEES AND COSTS
- 9.1 Please refer to clause 21 of the General Terms and Conditions for more information on the fees and costs which apply to all transactions on the Taurus Platform.
- 9.2 If you transfer your crypto-asset into a different account (incl. a self-hosted wallet or a third party crypto asset service provider), we will charge you a "transfer fee", and you will also incur a third party fee called a "blockchain fee".
- 9.3 If you sell crypto-assets, the consideration for the transaction, less commission and all applicable charges and taxes, will be available on your account for reinvestment, but you will not be able to withdraw it from your account until the transaction has settled.
- 9.4 If you enter into a Margin Transaction, we may charge an overnight fee each time you keep a position open after trading hours, including on public and bank holidays. If you keep your position over the weekend, we will charge you for two nights. The overnight fee will be taken out of the available balance in your Taurus Europe account. How the overnight fee is calculated will be different depending on your underlying product, the amount of leverage being utilised, and whether you are entering into a buy or a sell trade. Our overnight fees are subject to change and can be viewed on our website, and the overnight fee relevant to your order will also be displayed to you when you open a position.

9.5 Additional charges may also be incurred by you in the case of the delayed or failed settlement of a transaction. Any such amounts will be your responsibility and, where appropriate, will be deducted from your account. This may occur where there is low demand for a crypto-asset that you want to trade on the platform, meaning that there is a period of time between you choosing to sell the crypto-assets and it being bought on the platform.

10. SETTLEMENT

10.1 We are not responsible for any delay in the settlement of a transaction resulting from circumstances beyond our control, or the failure of any other person or party (including you) to perform all necessary steps to enable completion on the settlement date.

10.2 We may refuse to allow a withdrawal on any account that you have with us if it would leave insufficient funds in the account to pay for any unsettled transactions. Where you make payment into your account and then make a withdrawal shortly afterwards, we reserve the right to delay settlement for up to eight business days to ensure your payment has cleared.

11. CUSTODY

11.1 We will endeavour to protect your assets in accordance with best market practice and to the extent possible in accordance with CySEC rules. In particular:

- (a) we may appoint an affiliate or third party to hold crypto-assets on your behalf, and we will exercise reasonable skill and care in the selection, appointment and periodic review of the firm we appoint. In this circumstance, the crypto-assets may be held in the affiliate or third party's 'wallet', or in another appropriate manner;
- (b) we, an appointed affiliate, or an appointed third party, may hold the crypto-assets which you've bought on our platform, until we receive further instructions from you to sell or transfer that crypto-asset, to the extent we support such transfer functionality;
- (c) where we, our appointed affiliate or appointed third party hold your crypto-assets, those crypto-assets will be pooled with the crypto-assets of our other clients (we call this an "Omnibus Account"). There is a risk of loss from the use of an omnibus account. However, detailed records of all your crypto-assets held by us, our appointed affiliate, or the appointed third party, will be kept at all times to show that your crypto-assets are held on your behalf in order to mitigate that loss; and
- (d) as your crypto-assets are held in an Omnibus Account, if we, our appointed affiliate, or the appointed third party become insolvent, you may

not have a legal claim against a specific amount of money, or a specific amount of crypto-asset. Instead, any claim will be generally against the Omnibus Account. If there is an unreconciled shortfall, you may not receive your full entitlement to the crypto-asset, or the value of the crypto-asset in fiat money (e.g., currencies such as euros) and you may share the shortfall proportionately with other clients.

12. STAKING

12.1 When you hold crypto-assets with us and depending on the type of crypto-assets held with us, you may 'stake' these crypto ("Staking Service"). 'Staking' is where crypto-assets are held in a cryptocurrency wallet to support the operation of a blockchain network.

12.2 Staking Service is subject to specific conditions ("Staking terms and conditions") available on our website.

12.3 Please visit our website to learn more about the risks involved in using Staking Service.

13. RIGHTS UNDER SPECIAL CIRCUMSTANCES

13.1 If you place an order on Taurus Platform and then one or more of the crypto-assets that form the subject of your order is delisted and/or we no longer support the trading in such crypto-assets for any reason, then we will immediately close your order and notify you of this as soon as possible.

13.2 If we reasonably become aware that a crypto-asset that you hold in your account is likely to be delisted, removed and/or cancelled from any of the exchanges on which it is listed and we believe that we are not able to trade in such crypto-assets, we reserve the right to sell the impacted crypto-assets on your behalf at the time and price, and in such manner, as we determine is reasonable in the circumstances at our sole discretion. We will notify you as soon as possible before selling your crypto-assets.

13.3 If at any time trading on the underlying market is suspended in any crypto-asset that forms the subject of your order, then the applicable order will also be suspended and you will not be able to sell any crypto-asset we hold on your behalf until such suspension is terminated and trading recommences.

13.4 When the suspension referred to in paragraph 13.3 is lifted, any order that you may have given us with respect to the crypto-asset that have been triggered will be executed as soon as is reasonable in the circumstances. We cannot guarantee that your order will be executed at the first available Underlying Market price or at all.

- 13.5 As part of the crypto-assets trading service, we may rely on third party service providers (including affiliated companies) to buy or hold the crypto-assets on your behalf. Those third parties may be based outside of the EEA and/or may be unregulated.
- 13.6 We do not own or control the software underlying the crypto-assets that are available for trading on our platform. In general, the underlying software protocols are 'open source', which means anyone can use, copy, modify, and distribute them. The underlying protocols which govern crypto-assets are subject to sudden changes in operating rules, known as "Forks". Forks can materially affect the way in which crypto-assets are valued, their function, and even the name of the crypto-asset which we hold for your benefit, and can create extreme price volatility.
- 13.7 By using our crypto-assets trading service, you acknowledge and agree that we are not responsible for operation of the underlying protocols and that we make no guarantee of their functionality, security, reliability or availability. You also acknowledge and agree that we have no responsibility or liability in respect of an unsupported branch of a forked crypto-asset.
- 13.8 When a Fork occurs, we may temporarily suspend trading on the Taurus Platforms (with or without advance notice to you). We may then, at our discretion:
- (a) configure or reconfigure its systems;
 - (b) determine which of the forked crypto-assets has the majority consensus behind it and offer this crypto-asset on Taurus Platform; and/or
 - (c) decide not to support (or cease supporting) the Forked crypto-asset entirely.
- 13.9 In the event of a Fork, you acknowledge and agree that we may decide at our sole discretion to adjust the crypto-asset holdings in your account with respect to any affected crypto-asset held by you. Such adjustment shall be calculated by us and will be made on the basis of good faith, fairness and, where appropriate, by taking such action as is consistent with market practice and/or taking into account the treatment we may receive from our counterparties or any relevant third party. We may deduct any applicable tax, but we may also make these adjustments without deducting any taxes that will apply to you as a result of the adjustment. You will be obligated to pay the taxes that you are responsible for where we have not made tax deductions on your behalf.
- 13.10 In the event of a new tokens / new crypto-assets becoming available to you, whether by way of an airdrop, a Fork, or otherwise ("New Tokens"), you acknowledge and agree that:
- (a) we have no obligation to inform you of: (i) the New Tokens; (ii) the airdrop or Fork or other scenario; or (iii) that the airdrop or Fork or other scenario results in New Tokens;
 - (b) we have no obligation to inform you of whether we will: (i) collect New Tokens on your behalf; (ii) distribute New Tokens to you; and/or (iii) adjust the holdings in your account in relation to any New Tokens;
 - (c) we may decide at our sole discretion, but are under no obligation to: (i) collect New Tokens on your behalf; (ii) distribute New Tokens to you, and/or (iii) adjust the holdings in your account in relation to any New Tokens;
 - (d) where we decide to: (i) collect New Tokens on your behalf; (ii) distribute New Tokens to you, and/or (iii) adjust the holdings in your account in relation to any New Tokens;
 - (i) we have the right to determine which Taurus Europe users, including yourself, are eligible for such collection, distribution, and/or adjustment;
 - (ii) we have the right to select the manner and timing of such collection, distribution, and/or adjustment;
 - (iii) we cannot guarantee that we will be able to collect, distribute, and/or make adjustments to your Taurus Europe account, at an amount which equals to all of the New Tokens that are relevant to you, and therefore will at our sole discretion decide on the amount of New Tokens that we will support;
 - (iv) we may at our sole discretion elect to: (i) collect and distribute the supported New Tokens into a third-party wallet owned by you; (ii) collect and distribute the supported New Tokens into your Taurus Europe account; (iii) adjust your Taurus Europe account balance to reflect the economic value of the supported New Tokens (represented in whatever form); and/or (iv) a combination of the aforementioned actions;
 - (v) we may or may not support the deducting of any applicable tax from the New Tokens, or adjustments on your behalf. You will be obligated to pay the taxes that you are responsible for where we have not made tax deductions on your behalf; and
 - (e) we will carry out the actions in this paragraph in accordance with applicable laws, and will act reasonably, taking into account market practice, the treatment we receive from our relevant counterparties and relevant third parties,

regulatory constraints, and relevant risks and costs while seeking to achieve your fair treatment.

- 13.10 We will not usually notify you before making a change to your portfolio under paragraph 13.9. Therefore, you should make yourself aware of the market conditions and the Forks that could occur. When a hard Fork occurs, there may be substantial price volatility around the event, and we may suspend trading if we do not have reliable prices from the underlying market.
- 13.11 In the event that a situation arises that is not covered under Schedule, or the General Terms and Conditions, we will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 13.12 Please refer to Part 2 of the General Terms and Conditions for more information about our rights and your rights in special circumstances across the Services.