

# INVESTOR TERMS & CONDITIONS

VERSION 2 – APRIL 2023

Ayomi Financial Services Limited is a Cyprus Investment Firm (CIF) regulated and supervised by the Cyprus Securities and Exchange Commission (CySEC) with Licence No. 402/21. 171, Arch. Makariou III, Vanezis Business Center, 4th floor, Office 401C, 3027 Limassol, Cyprus. [Info@ayomi.pro](mailto:Info@ayomi.pro).

This client agreement, as such may be amended, supplemented or modified from time to time ("**Agreement**"), will take effect as from the date of acceptance of the Agreement

## 1. SCOPE OF THIS AGREEMENT

1.1 The Agreement governs the contractual relationship between you ("**Client**", "**you**" or "**your**" as appropriate) and Ayomi Financial Services Limited, a limited liability company registered and existing under the laws of the Republic of Cyprus with registration number HE 411518, carrying out its business from 171 Arch. Makariou III, Vanezis Business Center, 4<sup>th</sup> floor, Office 401, 3027, Limassol, authorised and regulated by the Cyprus Security and Exchange Commission ("**CYSEC**"), with license No. 402/21 ("**Ayomi**", "**Company**", "**we**", "**our**", "**us**" or "**ourselves**" as appropriate) concerning and relating to the services provided by and offered by the Company to you ("**Services**") and your activity with us.

1.2 **Please ensure you take sufficient time to read the Agreement carefully as well as any other legal documentation and additional information available via our website: [www.ayomi.fr/cy](http://www.ayomi.fr/cy) and ensure that you fully understand and agree with each and every term and condition hereof and thereof prior to entering into a contractual relationship with us, opening an account and/or carrying out any activity with us.**

Should you need any further clarification, please contact us. For more information, please visit our [www.ayomi.fr/cy](http://www.ayomi.fr/cy) "**Legal Page**").

1.3 By accepting these terms and conditions you enter into a legally binding agreement with us and acknowledge that you have fully read, understood and fully accepted the terms and conditions of the Agreement and any Related Policies. Please note that the Distance Marketing of Consumer Financial Services Law N.242(I)/2004, which implements the EU Directive 2002/65/EC, does not require the Agreement to be physically signed by either the Client or the Company in order for both the abovementioned parties to be legally bound by it.

## 2. Our Services

2.1. The Company uses the Ayomi platform (group's proprietary platform) ("Platform").

2.2. We will offer you access to in a number of instruments in the form of shares and bonds ("**Products**"). Please visit our Website for detailed descriptions of the instruments we offer and the contract specifications. Please read also the Key Investor Information Document Overview on our Legal Page.

2.3. The Company is authorized to provide the following investment services for the following financial instruments:

(a) Investment services and activities:

- Reception and transmission of orders in relation to one or more financial instruments.
- Execution of orders on behalf of clients.
- Investment advice.
- Placing of financial instruments without a firm commitment basis.

(the "**Services**").

No ancillary services will be provided by the Company.

(b) Financial instruments: Transferable securities.

2.4. All orders entered through the Platform are NOT executed on a trading venue (Regulated Market, Multilateral Trading Facility or on an Organised Trading Facility) but they are executed by yourself through our platform. Please read our Order Execution Policy on our Legal Page.

2.5. Ayomi is entitled to refuse the provision of any investment services to you, at any time deems necessary, without being obliged to inform you of the reasons to do so.

### **3. Account Opening**

- 3.1. Once you have registered and opened an account with Ayomi you authorize us to use all the information you have provided us with, and to conduct further enquiries about you as we, in our sole discretion, may deem necessary or appropriate under the circumstances, including but not limited to confirming the identification information, financial standing, and investment professional experience you have provided, and requesting additional information etc. We may conduct any searches as we deem appropriate at any stage of our relationship with you; and you have the obligation to cooperate with us fully and provide us with any information required promptly. You understand that, failure to do so may lead to the termination of the relationship between you and us. We may further conduct any searches with third parties for the purpose to verify your identity against any particulars on any database to which such third parties have access to (this includes, but is not limited to, know-your-client and anti-money laundering databases).
- 3.2. We will rely on the information you have provided us in your account opening registration process as being correct, complete and accurate, unless you notify us otherwise in writing. It is your responsibility to inform us in writing if any of the details provided have subsequently changed and/or are not accurate and/or incorrect.
- 3.3. Based on the information you provide us with, and in accordance with the applicable rules as amended from time to time we will assess whether you have sufficient knowledge and/or experience to understand the risks associated with investing in shares and bonds. You acknowledge, understand and accept that depending on your level of knowledge and your personal circumstances you may be treated differently from other Clients.

### **4. Know Your Customer (“KYC”) Documentation/Client Identification Procedure**

- 4.1. You agree to provide true, current and complete information about yourself during the registration process. If you are an authorized representative of a company, you declare and confirm that you have the authority to bind the company to the Agreement. We are required by law to obtain, verify, and record information identifying each person who opens an account with us. Hence, when you open an account, we ask

that you provide certain documentation to identify yourself and to verify the information you have submitted to us upon registration.

#### 4.2. Client Identification Procedure

- (a) If you are an investor natural person, or for any Ultimate Beneficial Owner, Legal representative and/or authorised signatory of a legal person, You will be required to supply us, at least, with the following identification documents:

- (a) **Proof of identity:** a clear copy of your national ID card or your international passport.

**Note:** If the proof of identity is different than the country of residence, residence permit is required.

- (b) **Proof of Address:** A clear copy of a recent utility bill, bank statement or any other local authority bill. Your proof of address must include your full name and address and have been issued within the last 3 months.

- (b) For the legal person you represent, You will be required to supply us, at least with the following documents:

- (a) certificate of incorporation,
- (b) certificate of goodwill,
- (c) certificate of shareholder,
- (d) certificate of directors and secretary,
- (e) certificate of registered office,

- (c) The collection and approval of the KYC documents and verification of your identity, knowledge, experience and suitability to invest, will need to be completed within a period of 15 (fifteen) calendar days (“**verification procedure**”) from the establishment of a business relationship with us, i.e. acceptance of the Agreement.

- (d) If the verification procedure is not completed within 15 (fifteen) calendar days from the establishment of a business relationship, we may, depending on the

circumstances, suspend and/or close your account and you will no longer be able to use our Services.

- (e) The third-party payment service providers and/or credit institutions, that we use to allow your operations, shall not be able to accept any funds from you unless you first agree and comply with the entirety of the Agreement, including without limitation, provide the required KYC documentation.

4.3. We reserve the right to refuse or reject a registration at our own discretion or based on regulatory restrictions imposed on us.

## **5. Client Categorization**

The Company categorizes its client in three (3) main categories (note that categorization criteria can be changed following amendment of applicable laws):

- (a) eligible counterpart(y)ies;
- (b) professional clients; and
- (c) retail clients,

in accordance with CYSEC rules, as amended from time to time.

All clients of the Company will be treated as retail clients unless otherwise informed and unless a client requests to be treated differently. For more information, please read the Client Categorization Policy on our Legal Page.

## **6. Account Security, Authority and Management**

6.1. Once you open an account with us, you need to set a username and password ("Access Codes") that you can use every time you use our Services. Please take any necessary actions required to keep this information away from public view and do not share it with others. You are responsible to protect this information and keep it confidential. If you misplace or lose any of the above data or you suspect that someone else has access to them, you should notify us immediately in writing.

- 6.2. We reserve the right to revoke your access and/or the access of any authorized person to our software at any time, where we deem necessary or reasonable under the circumstances.
- 6.3. We will only accept instructions from you and/or any person authorized (the “Authorized Person”) on your behalf pursuant to a duly executed power of attorney. For the avoidance of doubt, authorized persons shall not be considered clients of Ayomi. However, we will consider any instructions from an authorized person as coming directly from you, and we may act upon such instructions without the need to confirm their authenticity and/or validity.
- 6.4. In addition to anything else specified above, we may rely on any instructions coming from any person in possession of your Access Codes as if these instructions were coming from yourself, without us making any further enquiry.
- 6.5. If under any circumstances, you reveal your Access Codes to any person, whether intentionally or unintentionally, we shall bear no responsibility or be liable towards you or any third party whatsoever and howsoever for any loss that may arise, including, but not limited to financial loss and/or loss of opportunity due to your actions and/or omissions.
- 6.6. Where you have not carried any activity and/or transactions for a period of time, which period of time we shall determine in our absolute discretion, we reserve the right to carry out additional checks and/or request additional documentation from you in order to allow you resume any activity with us.

## **7. Investing**

- 7.1. All Investment amount is made and processed to and by Stripe Payment Europe LTD (“Stripe”). By accepting this Agreement, you agree with the Terms & Conditions of Stripe. For more information, please contact us [info@ayomi.pro](mailto:info@ayomi.pro).
- 7.2. When Investing funds via any kind of payment method as stated herein, you must use your personal account in a financial institution established within the country of your permanent residence and/or the country you have registered your account with Ayomi.

## **8. Dormant Accounts**

- 8.1. Client accounts in which there have been no transactions for a set period of twelve (12) consecutive months will be considered dormant and may be suspended or closed.

## **9. Order of Execution**

- 9.1. By entering into the Agreement, you acknowledge that you have read and understood the “Order of Execution Policy” document and you furthermore consent that the Company.

## **10. Trading Conditions**

- 10.1. You are responsible to ensure that you remain updated with regards to our product specifications and conditions, as well as any other information and you shall take all necessary actions to safeguard your interest where you believe you may be affected. You understand that the product specifications and/or conditions may be varied. You will continue to be bound by the Agreement in the event of any of these amendments taking place.
- 10.2. Further to the clause above, you understand that we may remove any of our products and/or cease providing you with the ability to place an order at any time.
- 10.3. We may, in our sole and absolute discretion, set an expiry date (“Expiry Date”) and time for a specific instrument. In the event we set an Expiry Date for a specific instrument, that date will be displayed on the Platform. It is your responsibility to ensure that you are aware of the Expiry Date and time.

## **11. Our Communications with you**

- 11.1. We will communicate with you about any notice, instruction, request or any other communication (“communications”) via your registered e-mail, the Platform, the Company’s website, telephone or, where we wish to send a formal communication to



you in writing, and/or via post to your registered address. It is your responsibility to ensure you have read all and any communication we may send you from time to time, via any of the abovementioned communication methods.

11.2. Except as otherwise is specified in the Agreement, any notice, instruction, request or other communication to be given by you to us under the Agreement shall be in writing and shall be sent to the Company's contact details. All our contact details are available on our Website. Any communication from you to us shall be deemed effective on the date and time of receipt by us.

11.3. You hereby agree and consent that both prior and following the establishment of the business relationship, the Company's official language is the English language which is the legally binding version. Should you wish to communicate with you in another language please contact us.

You further consent and agree that we will provide you with any information, notices or disclosure and other information, including periodic statements, change of terms, and privacy via electronic means (durable medium).

## **12. Termination**

12.1. If you wish to terminate the Agreement, you can do so at any time and for whatever reason, without any penalty, by notifying us immediately in writing and provided that, there are no any outstanding obligations to us.

12.2. If we wish to terminate the Agreement, we can do so at any time and for whatever reason we deem necessary, by providing you with a minimum of 7 (seven) days' written notice. In this event we will specify the termination date. However, if any of the events specified below occurred, we will terminate our contractual relationship with you earlier or even immediately without notice.

12.3. Early/Immediate Termination. Grounds for early/immediate termination may include but are not limited to:

- (a) act of bad faith
- (b) breach of any clause of the Agreement;

- (c) tampering with our systems, software and platforms;
- (d) acts that may put our goodwill and business in jeopardy;
- (e) misleading, untrue statements;
- (f) fraudulent or misrepresenting information;
- (g) conviction or accusation of any illegal action (fraud or crime);
- (h) bankruptcy, insolvency, receivership of either party;
- (i) restriction imposed on us by the legislator;
- (j) any other reason that we consider appropriate and necessary;
- (k) an unauthorized activity.

### 13. Unauthorised Activities

13.1. It is not permitted to use the services of the Company for an activity that is not authorised. In using the Services of the Company, you agree and acknowledge that you will not use our products and services for any Unauthorised Activity.

13.2. “Unauthorised Activity” means any act, including but not limited to:

- (a) **Money Laundering:** The concealment of the origins of illegally obtained money, typically by means of money transfers involving foreign banks or legitimate businesses. Evidence that would tend to show the potential of this would include providing false contact information and providing false documentation.
- (b) **Use of Unsuitable Documentation:** Documentation is required to be provided by every client proving their identity and permanent residential address. Additionally, verification of a payment method, such as a credit card, may also be required. Unsuitable documentation may include fake, forged or altered documentation, which extends to alterations made physically or with alterations made by a computer to a photograph or scan.

### 14. Intellectual Property

14.1. All intellectual property of the Platform, products and services belongs to the Company. We permit you only to access and use the Platform to invest in the company of your Corporate Issuer. “Intellectual Property” includes but it is not limited to any and

all copyright on materials, the platforms, software, processes, source code, websites, patents, designs, databases, patents, trademarks, methodology, know-how, trade secrets, business plans, promotional and marketing material, in any sort of form. We retain all rights, title and interest in all our Intellectual Property rights, arising out of or in connection with the Agreement.

## **15. Non-Exclusive License to Use the Platform**

- 15.1. We only grant you with a non-exclusive and non-transferable license to access and use the Platform and to benefit from our products and services. You shall not attempt to access or use our Website, any platform or applications (the “System”) that we own or we manage, for any purpose that is not expressly authorised by the Agreement, including but not limited to the following actions: copy, merge or transfer copies, lease, sublicense, distribute, transfer, adapt, upgrade, modify, translate or timeshare, reverse engineer, disassemble, decompile, alter or amend our Intellectual Property, in whole or part; make variations, enhancements or improvements to the System; alter or amend any or all of the content of our on-line accounts or third party accounts that we manage (or any part thereof); use the System (or any part thereof) to store or otherwise archive in any form, any pricing data or other data provided via the System, for any purpose whatsoever, without our express prior consent.

## **16. Exclusion of Liability**

- 16.1. You must be over 18 years of age, so as to enter into a contractual relationship with us.
- 16.2. You are aware that our Services are currently provided solely electronically. We are not liable for any system failure either from your side or ours, including but not limited to internet connection, electricity power cut, telephone communication failure, high internet traffic demand, malicious interference/access to your system or ours, hardware error, mobile applications non-compatibility with our System.
- 16.3. You will not transmit to or in any way, whether directly or indirectly, expose our System to any computer virus or other similarly harmful or malicious material or device.

- 16.4. In no event shall we be liable for lost profits or any special, incidental or consequential damages, costs or expenses arising out of or in connection with our Website, System, products and Services, except as stated in the Agreement.

## **17. Indemnity**

- 17.1. To the fullest extent permitted under applicable law, you agree to indemnify us and hold harmless regarding any and all loss, damage, liability, cost or expense that we may suffer or incur or be subject to due to your acts and/or omissions, misrepresentations, misleading acts or breach of your obligations arising out of the Agreement and generally your contractual relationship with us.
- 17.2. To the fullest extent permitted under applicable law, our indemnification to you or any third party concerned, in any proven circumstances, is limited to the amount of money you maintain deposited in your account with us, relating to the transaction where such liability arose.

## **18. Risk Warning**

- 18.1. We are required by law to inform you that investment in securities is risky and that you may lose partial or all money that you have invested. Do not invest funds that are above your financial abilities. Also, certain financial products are not suitable for people without the relevant knowledge and/or experience. Therefore, we provide you with different options in terms of products and services, depending on your abilities and knowledge. If you would still wish to open an account, we will ask you to acknowledge that you are aware of the financial risks.

## **19. Risk Disclaimer**

- 19.1. Please ensure that you have read and understood fully our Risk Disclaimer Policy.

## **20. Data Processing – Privacy Policy - Confidentiality**

- 20.1. You acknowledge and agrees that, in order for the Company, in its capacity as employer, to meet its obligations towards you hereunder as well as under the law, the

Company will have to process your personal data and/or special categories of personal data. To this end, and notwithstanding the application of any other legal basis(-es) for processing under applicable law, by entering into the Agreement you provide the Company with your express written consent to process your personal data and/or special categories of personal data for the purposes relating to or otherwise resulting by reason of your request to us to provide the Services.

20.2. For the purposes of this clause, the terms “personal data”, “special categories of personal data” and “process”/“processing” shall have the meaning ascribed to such terms under applicable data privacy laws and regulations, including without limitation the EU Regulation 2016/679.

20.3. The processing that is to be carried out by the Company under clause above shall be performed in accordance with the Company’s privacy policy and applicable law and regulations.

## **21. Reporting Obligations**

21.1. We are obliged by EU legislation (including, without limitation, EU Regulation No 648/2012) to report to the European Securities and Markets Authority (“ESMA”) as well as to CySEC, whether directly or via a third party. By trading with us, you consent to the transfer of the above information to ESMA and CySEC. You acknowledge and agree that we shall not be held liable for the disclosure of the above data under any circumstances whatsoever and howsoever.

## **22. Internal/External Links, Broadcasting and Information on our Website**

22.1. You will see on our Website, broadcasts, links to both internal and external websites, such as investment research providers, relevant to the content and the nature of our services. The scope of this information is to provide you with relevant information to our services to keep you up to date with the market news and to give you some background information on the market. These links are not recommendations or advertisement by a third party, but they are to be used purely for information and reference. Hence, we do not assume any liability on the accuracy of such information or for the content of the links and we are not bound by it.

- 22.2. You may be asked to register or subscribe before viewing the content of external links; it is upon your discretion to do so. We do not hold ourselves liable for the material of those links and/or any exposure that your data may be subject to if you decide to disclose personal information. Notwithstanding the above, if you consider that certain content of external links may be in breach of our rules and policies or they are irrelevant to our business, please notify us by email.
- 22.3. We take all reasonable steps to ensure the accuracy of the content published on our website. However, any information published is presented “as of the date published or indicated” and may be superseded by subsequent market events or for other reasons. In no circumstances, we guarantee the accuracy of such information that is published purely for reference purposes. Subsequently, we shall not accept liability for any loss or damage whatsoever (including, without limitation, damages, loss of profit or opportunity, or otherwise) that may arise directly or indirectly from the content of the information published on our Website.

## **23. Taxation**

- 23.1. You may be liable to pay taxes arising out of your investment, usually related to the profits you made, depending on the local jurisdictions in which you are a tax resident in. We do not collect any taxes on your behalf. Also, we do not provide you with any tax advice and we do not deal with any tax-related issues. Please address any tax-related concerns to your tax advisor.

## **24. How to make a complaint**

- 24.1. If you have any complaints the easiest and quickest way to resolve any concerns, you may have, is to contact us at [complaints@ayomi.pro](mailto:complaints@ayomi.pro). We will endeavour to put matters right as soon as we can.
- 24.2. Upon receipt of a client complaint, the Company will register the complaint directly to our Complaints log system, giving it a unique reference number. The unique reference number will be communicated to the complainant on our initial response letter within

a reasonable time, and generally within 5 business days of receipt of the complaint. The unique reference number should be used in all future contact with our Company, the Financial Ombudsman and/or the CYSEC regarding the specific complaint. For more information, please read our Complaints Handling Policy.

24.3. Cyprus Securities and Exchange Commission website can be accessed via:

<http://www.cysec.gov.cy/en-GB/home/>

24.4. The Financial Ombudsman website can be accessed via:

<http://www.financialombudsman.gov.cy>

## **25. Unforeseeable Events – Force Majeure**

25.1. We will not be liable for any failure in performance of the terms of the Agreement if such failure is caused by certain unforeseeable events, including but not limited to acts of God, war, governmental decree, natural disasters, power failure, failure in communication lines or other network failure, judgment or legal order, strike, or other circumstances, beyond our reasonable control.

## **26. Recording of Communications**

26.1. Your communication with us is by telephone, e-mail, f, chat messages and any other electronic communication, (incoming and outgoing) (“communication”). As a regulated entity, we are obliged to keep records of all services and activities we are providing to you as well as for all transactions undertaken. Therefore, we record all communication between you and us relating to any transactions concluded. We also record any other communication between you and us, even if those communications or conversations do not result in the conclusion of such transactions or in the provisions of client order services. Our communications are recorded to safeguard and protect your interests, to ensure the quality of our services, for training purposes and regulatory purposes. We reserve the right to use these records where we deem it necessary, including but not limited to dispute resolution situations. We may also provide copies of such recordings to regulatory authorities upon their request in order to comply with our regulatory obligations without your consent

- 26.2. All records are stored by us in a durable medium, which allow us to replay or copy them and retain such records in a form that does not allow us to alter and/or delete the original version. We will keep copies of any such records for any period of time which is required by applicable legislation, starting from the date which the record is created.
- 26.3. You have the right to request a copy of the recorded communications upon written request. We will provide these to you following a written request by you.
- 26.4. You understand and accept that you have been notified, in advance, about the recording of any telephone conversation or electronic communication between you and us, according to the above notification.

## **27. Legal notice**

- 27.1. The Agreement supersedes any prior written or verbal communication or understanding. The Company reserves the absolute right, exercisable at its sole discretion, to change, amend, supplement, alter, modify, delete or add to any of the provisions of the Agreement at any time, without giving any advance or prior notice to you (the “Changes and Amendments”).
- 27.2. Upon exercising of the foregoing right, the Company shall, at the time of your next log-in to your account that follows in the time the Changes and Amendments, notify you of the same. Your continued access and/or use of the Services after the notification of the Changes and Amendments shall be considered as your agreement to such Changes and Amendments.
- 27.3. Any later version of the Agreement shall supersede all previous versions.

## **28. Conflict of Interest**

- 28.1. By entering into the Agreement, you acknowledge that you have read, understood and agreed to the principles stated in the Conflicts of Interest Policy of the Company.



## **29. Right of Withdrawal**

29.1. You have 14 (fourteen) days to withdraw from this Agreement without providing us any reason. However, you will not be entitled to this right of withdrawal if the securities have already been transferred. The starting point for the withdrawal period is 14 (fourteen) calendar days) from the establishment of the business relationship ("right of withdrawal period"). In order to exercise this right, you must notify us in writing in a clear and precise manner of your intention to use this right. If written notice is validly received, as defined herein, within the right of withdrawal period, the invested amount will be returned without penalty, subject to any other terms hereof related including but not limited to Anti Money Laundering Regulation. Any charges and or fees levied and/or imposed by third party service providers and/or credit institutions and/or other intermediaries are at your expense. We shall bear no responsibility or be liable towards you or any third party whatsoever and howsoever for any delay in the reimbursement process.

## **30. Governing Law**

30.1. It is within our intentions to resolve any matter of concern or dispute with our clients in an amicable manner. Hence, any dispute, miscommunication will be initially addressed to your personal client manager who will attempt to resolve it directly with you. Any dispute that cannot be mutually resolved shall be referred to an arbitrator that will be appointed by both parties (us and you) in writing. If we still cannot reach an agreement with you, the issue will be resolved before the Courts in the Republic of Cyprus under the laws of the Republic of Cyprus as governing law.