

LIVE INVESTMENT CONTEST “LIGA INWESTORÓW – MAIN CONTEST” OF 2022

ENTRY AGREEMENT

For use by Clients willing to participate in EXANTE & INDEPENDENT TRADER LIVE investment contest “Liga Inwestorów – MAIN Contest” (the “LIVE Contest”) held by Independent Publishing Sp. z o.o. Włocławek, Poland and EXT LTD, Cyprus

I. General terms:

1. This LIVE Investment Contest “Liga Inwestorów – MAIN CONTEST” of 2022 Entry Agreement (the “Agreement”) sets forth terms and conditions specific to Client’s opening and operation of a live financial instrument account with EXT LTD (company number: HE 293592, registered office address: 28 Oktovriou, 365 Vashiotis Seafront Building, Off. 102, 103, 501, 3107 in Limassol, Cyprus; hereinafter referred to as the “Company”) for purposes of participation in the LIVE Contest and Client’s related entering into Transactions/Trades and use of the Online Facility. This Entry Agreement does not apply to Client’s relationship with the Company outside the LIVE Contest.
2. By accepting this Agreement, the Client (i) acknowledges and confirms that the Client wishes to compete in the LIVE Contest and has completed a verified account at the landing page of the LIVE Contest www.ligainwestorow.pl operated by Independent Publishing Sp. z o.o (KRS number 0000818114, registered office address: Włocławek, ul. Długa 61, 87-800 Włocławek, Poland; hereinafter referred to as the “Co-organizer”) and hereby (ii) approves opening a LIVE financial instrument account with the Company and granting the Client an access to the Online Facility for purposes of participation in the LIVE Contest (the “LIVE Contest Account”).
3. Capitalized undefined terms used in this Agreement have the meaning given to them in the Company’s Terms of Business on provision of investment services and ancillary investment services (the “ToBs”) or additional conditions and provisions, including operating policies and important disclaimers of the Company, as may be notified to the Client from time to time, hereinafter all collectively referred to as the “Client Rules”, unless otherwise specified in this Agreement.
4. This Agreement constitutes the Additional Agreement as this term is defined in Clause 2.11 of the ToBs.
5. Opening and operation of the LIVE Contest Account, entering into Transactions/Trades with financial instruments, Client’s access and use of the Online Facility for the purposes of participation in the LIVE Contest shall be subject to the Client Rules of the Company. In case of discrepancy of the terms and conditions of this Agreement and the Client Rules, the terms and conditions of this Agreement shall prevail in respect of Client’s LIVE Account and use of the Online Facility for purposes of competing in the LIVE Contest.
6. The provisions and conditions of this Agreement and the Client Rules shall be read and construed as independent legal terms and supplementary to, and not in lieu of, the provisions or conditions of the Terms and Conditions of the EXANTE & Independent Trader Live Investment Contest “Liga Inwestorów LIVE” (the “Contest Terms”).
7. The goal of the LIVE Contest is to obtain the highest possible Rate of Return as defined in the Contest Terms. The subject of the LIVE Contest is live trading for real funds and in real financial instruments.
8. The Company may by a general announcement to the Participants, unilaterally change this Agreement for important reasons. Important reasons are:
 - a. introducing new or changing generally applicable legal laws regarding services provided by the Co-organizers on the basis of these Terms,
 - b. changes or the appears of new interpretations of generally applicable legal laws as a result of judgments of courts or decisions, recommendations or other authorities and public administration,
 - c. adapting the products and services provided by the Company under this Agreement to the new market conditions,
 - d. adaptation of products and services to changes introduced in the functioning IT system affecting the services provided by the Company,
 - e. extending or changing the functionality of the services provided by the Company.
9. The Company may unilaterally correct obvious spelling mistakes that may be found in this Agreement, and such correction shall not be regarded a change to this Agreement. After the announcement of the changes to this Agreement, the Participant has the right to close the LIVE Contest Account and withdraw from participating in the Live Contest. The Participant must notify the Company of her/his decision before the announced changes to this Agreement enter into force.

II Specific terms of opening and operation of the LIVE Contest Account

1. By accepting this Agreement, the Client understands and irrevocably and expressly consents that:
 - a. The Client is allowed to open only one LIVE Contest Account.

Upon approval and confirmation of the LIVE Contest Account the Client must deposit on it 10'000.00 EUR of cash funds, which can only be used for purposes of competing in the LIVE Contest and trading exclusively in Stocks and ETF' and making currency conversions for settlement purposes in the Online Facility. The Client shall obtain full rights of claim and ownership in respect of the said cash funds deposited on the LIVE Contest Account and financial instruments traded and recorded or booked on the LIVE Contest Account;

- b.** The Client is obliged to provide complete, accurate and true information for opening and operation of the LIVE Contest Account and use of the Online Facility;
- c.** For purposes of monitoring Client's performance and calculation of interim and final results and realization of the general aims and purposes of the LIVE Contest, the following Client's data may be transferred to the Co-organizer without the obligation for the Company to obtain Client's additional consent or give any further notice, and published by the Co-organizer at www.ligainwestorow.pl , where these may be accessible to general public:
 - Client identification data,
 - information on activities in the Client's LIVE Account;
 - details of Transactions/Trades made by the Client on the LIVE Account,
 - Client's Rate of Return,
 - level of capital change,
 - Client's Sharpe Indicator,
 - the currencies used by the Client in trading,
 - interim and final trading results,
 - Sortino Ratio Indicator,
 - Sharpe Indicator.

The Company may not be able to ensure any confidentiality in this respect whether or not the Client already has other accounts open with the Company or intends to open other accounts. Consequently, the Client hereby unconditionally and expressly waives the benefits of any applicable Professional Secrecy laws and Data Protection laws and fully and unconditionally releases the Company from any liability in that respect in the frame of the LIVE Contest.

Upon receipt of the Client's data the Co-organizer shall act as the Data Controller in respect of the personal data received from the Company and shall process the Client's data in accordance with its own Privacy Policies and technical and organizational standards subject to laws and regulations applicable to the Co-organizer in the country of its organization and operation, which may differ from the standards applied by the Company or laws applicable to the Company. The Company is not liable for any loss or prejudice, directly or indirectly, which may be suffered by the Client as a result of the acts, omissions or incomppliance of the Co-organizer;

- d.** Subject to Clause II(1)(c) of this Agreement, processing of the Client's data by the Company is governed by the ToBs and the Privacy Policy available at Company's webpage www.ext.com.cy; provided that the Company has the right to use the Client's data about trading in the LIVE Contest Account for its own purposes of any kind, including but not only for promotional activities or statistics collection, publicity, without further notice, without prior consultation or further approval from the Client;
- e.** The Company is entitled to ask for verification of Client's identity and other information, supplied by the Client during the registration for the LIVE Contest, at any time according to its internal policies and procedures. During such verification the Company is entitled to restrict or suspend using of the LIVE Contest Account or the Online Facility;
- f.** The LIVE Contest Account shall be subject to the Charges and established general Margin and limits rules and requirements of the Company, which shall be covered from the funds/assets booked on the LIVE Contest Account.
- g.** The Terms and Conditions of the LIVE Contest and this Agreement may limit Client's rights set forth in the ToBs by virtue of a nature of the Client's LIVE Contest Account, including, but not limited, as follows:
 - maximum leverage is 1:1,
 - shorting is not allowed,
 - default account currency is set to EUR,

- the limits on purchase of maximum amount of Stocks of every symbol is applied on every Stock. The limits are different for every Stock. The limits are updated on a daily basis, during the times between US trading sessions. All BUY Orders exceeding the limits will be rejected. Existing open positions will not be affected. The limits work only for new BUY Orders. The limits will be equal for all participants of the LIVE Contest and applied simultaneously; the limits are publicly available on the landing page of the LIVE Contest during its entire term.;

- h.** Participation in the LIVE Contest, by virtue of investing real funds in real financial instruments, may involve a high degree of risk, including the risk of loss of the entire assets invested. Investment in certain financial instruments may

provide limited liquidity as the financial instruments may not be freely transferable and the Participants may have limited rights.

The Participants, either alone or with the assistance of their professional advisers, must assess and be assured that the Participants have such knowledge and experience in financial and business matters that the Participant is capable of evaluating the merits and risks of investing into the identified financial instruments and of making an informed investment decision with respect thereto. The Participant must not commit to investments which are disproportionate to Participant's net worth; the Participant's financial condition must be such that the Participant is able to bear the loss of the Participant's entire investment or risk of holding the investments.

2. The Client has the right to submit claims related to the opening or operation of the LIVE Contest Account or use of the Online Facility within the LIVE Contest Period via its Client's Area on the Online Facility.
3. The Client agrees to observe and abide by the Client Rules of the Company. In case of a violation of the Client Rules or misrepresentation under or breach of this Agreement, the Company is entitled to unilaterally terminate this Agreement and close the LIVE Account with immediate effect in accordance with the procedures set forth in the ToBs.
4. The Client agrees to indemnify the Company and hold it harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by the Company and resulting from (i) misrepresentations, breach of any provision of this Agreement or the Client Rules, (ii) the trading in Client's LIVE Contest Account, or (iii) legal action brought by the Client and adjudicated in favour of Sponsors or the Co-organizer of the LIVE Contest.
5. The Client is entitled at any time to terminate this Agreement by closing the LIVE Contest Account.
6. The Company is entitled to unilaterally close the LIVE Contest Account and terminate this Agreement with immediate effect in case of closure of the LIVE Contest or exclusion of the Client from the LIVE Contest for whatever reason.
7. The trademarks, logos and trade names of the Company, wherever published or used, whether accompanied by the appropriate trademark symbol (either "™" or "®") or a legend specifying that such marks are trademarks of the Company or not, is the sole and exclusive property of the Company. The Client shall not and agrees not to, either alone or in concert with others, use the LIVE Contest or participation in it for promotional purposes unless approved in advance in writing by the Company. If the Client violates this provision, the Client's access to the LIVE Account and use of the Online Facility may be restricted, suspended or terminated without a prior notification and the Client hereby agrees to pay all documented legal fees and damages incurred by the Company to enforce this provision, and upon request return to the Sponsors any award(s) received as liquidated damages.
8. The Company reserves the right to cancel any Transaction/Trade which is made with a purpose to circumvent the Terms and Conditions of the LIVE Contest or to evade a particular rule with an intention to get an unfair advantage over other participants.
9. Monitoring of Client's performance implies analysis of Client's trading strategies, where this information may be directly or indirectly distributed or intentionally or unintentionally made known to the general public by publishing trading results and performance of the Client on the landing page of the LIVE Contest. By accepting this Agreement, the Client is authorizing the Company to use the said information for its own benefit in whatsoever manner without charge and without prior coordination and approval from the Client for purposes, including but not limited, of promotional activities or publicity, statistics collection, etc. The Client acknowledges and accepts not to make any financial claims against the Company or any third parties who disseminate or use strategies published on the landing page of the LIVE Contest or other web resources. The Client acknowledges and agrees that the Client shall not be able or even allowed to control, limit and influence use of the said information.

III Miscellaneous

1. This Agreement shall become effective as of the date of acceptance by the Client and remain in effect until closure of the LIVE Account for any reason; provided that provisions of Clause II(1)(c)-(d), II(7) and II(9) shall survive termination of this Agreement.
2. Neither the Company nor its Affiliates, directors, officers, employees shall be held liable for any losses, damages, costs or expenses (including direct, indirect, incidental, punitive, or consequential loss, loss of profits, lost data, business interruption, costs of substitute, services or downtime costs), incurred or suffered by the Client as a result of participation in the LIVE Contest unless and to the extent that such loss or prejudice arises directly from fraud, wilful default, or negligence, including the unjustifiable failure to perform all or part of its obligations under this Agreement, on the part of the Company. In no circumstance shall Company's liability include losses suffered by the Client or any third party for any special damage, or loss of profits or loss of goodwill or reputation or loss of business opportunity arising under or in connection with this Agreement.
3. This Agreement and the rights and liabilities of the Client and the Company in all respects are construed and governed in accordance with the laws of the Republic of Cyprus.

If any dispute, controversy or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity or termination or non-contractual obligations of the Parties in relation to the subject matter hereof (a "Dispute") the Parties shall use all reasonable endeavors to resolve the matter by mutual negotiations. If the Parties are unable to resolve the Dispute within 30 days by means of mutual negotiations, the Dispute shall be referred for final settlement by arbitration in accordance with the provisions of (i) Arbitration Law, Chapter 4, as amended (Cap. 4), and (ii) International Commercial Arbitration

Law 101/1987, as amended (hereinafter, Law 101/1987) and the Arbitration Rules made thereunder, as in force on the date of commencement of the relevant dispute (such commencement to be established in accordance with such Arbitration Rules).

There shall be 1 arbitrator to be appointed by agreement between the Parties or, failing such agreement within 7 days from the receipt by either Party from the other of a notice proposing the names of one or more persons who may serve as the sole arbitrator, each Party designates an arbitrator and two of them jointly designate the third arbitrator. The seat of the arbitration shall be such place in the Republic of Cyprus or overseas as may be agreed by the Parties and, failing such agreement, it shall be in the Republic of Cyprus at the premises of agreed by Parties arbitration body. The arbitral proceedings shall be conducted in English language. Notwithstanding, prior to the appointment of an arbitrator as described in this Clause, either Party may by notice in writing to the other Party require that a specific Dispute be heard by the competent courts of the Republic of Cyprus. If the Party gives such notice to the other Party, the Dispute shall be determined in accordance with the applicable law of the Republic of Cyprus.

4. This Agreement shall be for the benefit of and binding upon the Company and its respective successors and assignees. The Client shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer rights or obligations under this Agreement or any interest in the Agreement, without Company's prior written consent. The Company may assign its rights or transfer this Agreement by providing not less than 10 Business Days' written notice to the Client, except where it is impractical in the circumstances.