

TERMS & CONDITIONS

Version 1.1. These Terms & Conditions apply from 25 May 2026.

1. ABOUT US

- 1.1 We are Wealthyhood Europe AEPEY, an investment services company incorporated under the laws of Greece (business registry number 178577960000) with its registered address at Solonos 60, 10672, Athens, Greece (“**we**”, “**us**”, “**our**” or “**Wealthyhood**”).
- 1.2 Wealthyhood is authorised and regulated by the Hellenic Capital Markets Commission (HCMC) as an investment firm (“**AEPEY**” or “**Investment Services SA**”), under activity licence number 3/1014.

2. INTRODUCTION

- 2.1 These terms & conditions (the “**Agreement**”) form the foundation of the contractual relationship between you and Wealthyhood. It outlines key details regarding the Services (as defined in section 4 of this Agreement) we provide and the financial instruments we offer through our platform and app.
- 2.2 Generally, all information and documents, including the platform, app and Services, the website, key information documents, and any customer communications, such as marketing materials, are provided to you in English. If this Agreement or any other documents are translated into another language (i.e., in Greek), the English version shall be considered the original and official version and shall prevail over any translated versions in case of discrepancies.
- 2.3 You acknowledge that using the platform, app or Services in a language other than English (if available) is optional. Only the English version is guaranteed to be available to you. Should you choose to access the platform, app or Services in another language, please note that not all content or communications may be fully translated.
- 2.4 Please ensure that you read this Agreement carefully before using any of the Services provided by Wealthyhood. By accessing and using our platform and app, you agree to be bound by the terms of this Agreement. If you do not agree with any part of this Agreement, you must refrain from using the Services. If you have any questions about this Agreement or our Services, please contact us at hello@wealthyhood.com.

- 2.5 Certain products or features we offer may have additional terms. It is your responsibility to read and understand these additional terms before using any such products or features.
- 2.6 This Agreement applies only to the investment services we provide through our platform and app. Any additional services provided by Wealthyhood will be governed by separate terms where appropriate. This Agreement becomes effective on the date you accept it via the platform or the app.
- 2.7 We provide key disclosures and information ("**Important Information**") on our platform, app and website, which you are required to review before placing any Orders or using our Services. This includes, but is not limited to, our Risk Disclosure and our Order Handling and Best Execution Policy. The risks mentioned in the Risk Disclosure are not exhaustive and may not cover all potential risks to your investments. By accepting this Agreement, you confirm that you have carefully read and understood the Important Information and agree to its terms. Wealthyhood reserves the right to amend this Agreement and the Important Information, including the Risk Disclosure and the Order Handling and Best Execution Policy, at its discretion and will notify you as outlined in this Agreement. If you have any questions or concerns, we advise you to seek independent professional advice before using our Services.
- 2.8 Certain pre-contractual declarations must be made by you, and, in some instances, we may ask you to provide additional declarations necessary to deliver certain services. If you do not make or repeat these declarations when requested, we may not be able to offer certain services or may limit your access either temporarily or permanently.

3. **OPENING YOUR ACCOUNT**

- 3.1 To access our Services, you must be at least 18 years old and reside in a country where Wealthyhood operates. You will need to create an account by registering your email address and providing the necessary information and documents as part of the account setup process.
- 3.2 You acknowledge and agree that you are required to provide us with all the information we may reasonably request to verify your identity during the account registration process or at any other time in order to comply with applicable legal requirements.
- 3.3 We are legally obligated to verify your identity and gather specific details in order to meet the requirements of applicable law, including anti-money laundering (AML) regulations. As part of our onboarding process, we may ask for additional information to conduct AML checks, screen users against lists of "**Politically Exposed**

Persons" and international sanctions and ensure compliance with relevant laws. For this purpose, we will collect and process your personal information.

- 3.4 By using our Services, you authorise Wealthyhood to, directly or through third parties, carry out any checks necessary to confirm your identity and prevent fraud. This may involve checking public records, verifying account details related to linked bank accounts or payment methods, and taking any appropriate action based on these findings.
- 3.5 If we have reason to believe you are involved in money laundering or any illegal activities, we may, at our sole discretion, stop providing Services to you without prior notice and may notify relevant authorities to fulfil our legal obligations.
- 3.6 Once your information has been successfully verified and our onboarding process is complete, your Wealthyhood account will be activated and accessible via our platform and app. We cannot provide our Services to you until you have passed our money laundering checks.
- 3.7 We reserve the right to perform identity verification checks both during the initial onboarding and at any other time we deem necessary.
- 3.8 You agree that any information you provide during the onboarding process, or at any time thereafter, is accurate, current, and complete. You further agree to update us with any changes to your registration details in order to keep your account information accurate.
- 3.9 You are only allowed to create and use one account to access our Services. Creating multiple accounts may result in all of your accounts being disabled and your access to our Services being withdrawn. If you create a duplicate account, please contact us immediately at hello@wealthyhood.com.
- 3.10 We do not allow you to share your account with another person, and the account must only be in your name.
- 3.11 You can access your account using a passwordless login. This means that any time you want to log in, a verification code will be sent to the email address you used to sign up. You are fully responsible for maintaining access to this email.
- 3.12 Alternative login or registration methods may be made available to you, depending on the device you use, e.g., Apple login or Google login, or via the single sign on service provided by Bank of Cyprus Public Company Limited. If you decide to register for Wealthyhood through these methods by hiding your email, please keep in mind that your email has not been shared with us, and you are fully responsible for maintaining access to this alternative login method.

- 3.13 If someone gains access to your account because you did not adequately protect access to your email account or your Wealthyhood passcode, Wealthyhood is not liable for any actions taken within your account, provided that such access did not result from a failure by Wealthyhood to implement reasonable security measures. You must not share your passcode or security details with any third party. You bear full responsibility for any actions carried out on your account, and unless you notify us otherwise, we will assume that all actions taken through your account have been authorised by you.
- 3.14 If you believe or suspect that someone else knows your passcode or has access to your email account used for registration, you must contact us immediately via hello@wealthyhood.com. It is your responsibility to alert us to any unauthorised access.
- 3.15 We strive to provide you with continuous access to the Wealthyhood platform and app; however, we cannot guarantee that the platform and app will be available at all times. There may be occasions when you are unable to place Orders or monitor your positions due to disruptions.
- 3.16 Wealthyhood will not be held responsible for any loss or damage you may incur as a result of the platform or app being unavailable, regardless of the reason. In the case of planned or urgent maintenance, we will make every effort to notify you in advance when possible, allowing you to plan accordingly.
- 3.17 It is your responsibility to ensure that you can access the Wealthyhood platform and app from a compatible device. Please note that your ability to use the platform and app may be impacted by your internet or network connection. If you have a weak or unstable connection, this may affect the speed and functionality of submitting Orders, monitoring your positions and using the full functionality.
- 3.18 We are required by regulations to classify you under a specific client category. By default, we will classify you as a Retail Client unless you request to be categorised as a Professional Client, and we agree to this request in writing. You have the right to request a change in your client classification at any time, but we reserve the right to reject such a request at our sole discretion. If you are classified as a Professional Client but wish to be treated as a Retail Client, or if you are classified as an Eligible Counterparty and wish to be treated as either a Professional Client or a Retail Client, we will honour this request for all Services, transactions, or instruments. If you are unsure of your client classification, it is recommended that you seek independent financial advice from a qualified financial advisor or specialist before making any investment decisions.

4. **OUR SERVICES**

4.1 Once you have successfully completed the onboarding checks outlined in this Agreement, we will provide the following services (the “**Services**”) through the Wealthyhood platform and app:

- (a) Functionality to place Orders, view information regarding your holdings of funds and instruments, access educational content and investment automation and any other feature and functionality that will be made available within the Wealthyhood app;
- (b) Reception and transmission services for your Orders related to one or more financial instruments;
- (c) Facilitation of the execution of your Orders involving one or more financial instruments;
- (d) Safekeeping of the instruments you hold with us.

4.2 We offer an execution-only service for handling your Orders in financial instruments, which means we will either execute your Orders directly or pass them on to a third-party broker.

4.3 This is a non-advised service, meaning we will not provide you with any advice on whether a particular instrument is suitable for you. It is your responsibility to determine whether an instrument is appropriate for your personal financial situation. If you are unsure whether a particular instrument is appropriate for your situation or if anything in this Agreement is unclear, we recommend seeking independent professional advice.

4.4 Wealthyhood also provides a web-based platform that allows you to access your account through a browser. However, please be aware that certain features and functions may only be fully accessible through the mobile app, and the web version may offer limited functionality. By accessing your account via the web, you acknowledge and accept that it may not offer the same level of functionality as the mobile app.

4.5 If we make complex instruments available on our app in the future, we will evaluate whether these instruments are appropriate for you based on your investment experience and knowledge. Currently, we do not assess the appropriateness of simpler instruments such as shares, units in collective investment schemes, or money market instruments, when we offer, at your initiative, investment services that only consist of the reception and transmission and/or execution of orders, in relation to such non-complex instruments.

4.6 If you provide us with inaccurate or insufficient information regarding your experience and knowledge, we may be unable to properly assess whether the service or instrument is appropriate for you. If you still choose to proceed, you may

not fully understand the risks involved, and your protection may be further reduced. Where we are unable to assess appropriateness due to insufficient information, we may refuse to execute an Order where required by Applicable Law. In case we accept to execute an Order, we shall draw your attention that the investment service or Financial Instrument envisaged may not be appropriate for you and you may be exposed to risks that fall outside your knowledge and experience and/or which you may not have the knowledge and experience to properly assess and/or control by way of mitigating the consequences of such risks for you.

- 4.7 Neither Wealthyhood nor its employees, directors, representatives, affiliates, or any other persons acting on its behalf, are qualified to give legal, tax or accounting advice or to prepare any legal, tax or accounting documents. We are not responsible for dealing with any of the above matters when you use our Services.
- 4.8 If we provide you with acceptance and forwarding of Orders and execution of Orders and the Service is provided at your initiative, we are unable to verify whether you fall within the intended target market for that specific instrument. As a result, your level of protection may be lower.
- 4.9 Our Services are available to clients in selected countries within the European Economic Area (EEA). The list of countries may change over time. If you open an account and later relocate to a country or region where our Services are not available, we may be required to close your account.

5. **SAFEKEEPING YOUR MONEY & INVESTMENTS**

- 5.1 Wealthyhood offers safekeeping services for the Instruments that we make available through the Wealthyhood platform and app and acts as the custodian of the Investments in your Wealthyhood account. This means that we keep them in safe custody for you and treat them as 'client assets' in accordance with applicable requirements.
- 5.2 Your investments will be kept separate from our own assets and separate from the investments of other clients in segregated client accounts. You retain beneficial ownership of your investments, which means that you are the legal owner of all your investments, and they are kept under your name.
- 5.3 This arrangement ensures your investments remain inaccessible to creditors under any circumstances.
- 5.4 To ensure your interests and investments are protected, we apply the level of care and diligence expected of a professional entity providing custodial services. We reserve the right to choose custodians and authorise them to use sub-custodians. We will always apply the necessary skill, care, and diligence when selecting any

sub-custodian responsible for holding your assets, and we will regularly review these selections. However, please note that in the event of insolvency of a custodian or sub-custodian, recovering your assets may be affected by the applicable laws of that jurisdiction.

- 5.5 We take full responsibility for the actions or omissions of any sub-custodian who is a part of our group, treating their actions as if they were our own. However, for sub-custodians outside of our group, we will not be liable for their actions, omissions, or defaults, except where we have failed to exercise due care and diligence in selecting and reviewing them.
- 5.6 In the event that a sub-custodian holding your assets becomes insolvent, we will initiate all reasonable necessary steps to recover your assets. During this recovery process, your ability to trade or deal with the affected investments may be restricted.
- 5.7 If the nature of the Instruments or the service provided requires safekeeping in a country where the method of holding Instruments, as outlined in the previous sections, is either unavailable or insufficiently regulated, we may safeguard your Instruments in one of the following ways:
- 5.7.1 In a securities account opened in Wealthyhood's name but kept separate from those belonging to Wealthyhood and its clients or
- 5.7.2 In a securities account opened solely in your name, where Wealthyhood maintains control over transactions.
- 5.8 You understand that we may need to safeguard your Instruments in accounts governed by the laws of jurisdictions outside the EU, which could affect your rights concerning those Instruments.
- 5.9 By entering into this Agreement, you give Wealthyhood your consent to safekeep your Instruments as described in this section.
- 5.10 When we receive funds from you, we are required to promptly place them in a designated client money account. This account is held separately from Wealthyhood's own funds and may be opened with (a) a central bank, (b) an authorised financial institution in a member state, or (c) a bank or financial institution authorised in a third country. Your money will be held in a segregated account, meaning that your funds are held separately from those of Wealthyhood and other Wealthyhood clients.
- 5.11 Payments made or received in relation to your Orders will be credited or debited from your account.

- 5.12 By agreeing to these terms, you consent to us potentially holding your money in shares or units of money market funds. Funds held in a money market fund will not be subject to the same safeguarding measures but will be subject to the instrument safekeeping measures outlined above. We will only hold your funds in high-quality money market funds, as assessed by relevant rating agencies and our internal credit quality checks.
- 5.13 If you prefer not to have your funds held in a money market fund, you may opt out by contacting our customer support.
- 5.14 We do not pay interest on client money unless we expressly agree otherwise in writing and notify you through the platform or app.

6. FUNDING YOUR ACCOUNT & WITHDRAWALS

- 6.1 You may fund your Wealthyhood account by transferring money via bank transfer, card payment, Apple Pay, or Google Pay, provided such options are made available through the Wealthyhood platform and app. You are strictly required to use only a bank account, card, or payment method that is in your own name. We do not accept and will not process deposits or withdrawals involving third-party accounts or payment methods.
- 6.2 By funding your Wealthyhood account, you confirm that any funds you deposit are your own, originate from lawful sources and are provided solely for the purpose of using our Services. We may request information and documents at any time to verify the source of funds, the ownership of a payment method and/or to comply with applicable legal and regulatory requirements, including anti-money laundering requirements.
- 6.3 If you choose to deposit funds to your Wealthyhood account via bank transfer, we will provide you with the relevant payment details and instructions through the Wealthyhood platform and app. We do not charge for deposits or withdrawals via bank transfer. However, your bank or payment institution may impose fees, charges or commissions, and you are solely responsible for those costs.
- 6.4 If you choose to deposit funds using a card, Apple Pay, or Google Pay, a free allowance may be applied to your account. Once this allowance has been reached, a processing fee will be charged for each subsequent deposit to cover the associated transaction and processing costs. Both the remaining portion of your free allowance and the specific charge applicable to your intended deposit will be clearly displayed within the Wealthyhood app and platform before you proceed with the transaction.

- 6.5 You may only withdraw available cash from your Wealthyhood account to a verified bank account held in your name. Withdrawals to payment cards are not supported, regardless of whether a card was used to initially fund the account. We reserve the right to request any additional information or documentation we deem necessary to verify the legitimacy of a payment instruction and to confirm that the nominated bank account is in your name before any funds are released.
- 6.6 You acknowledge that proceeds from the sale of any Instruments may not be immediately available for withdrawal until the relevant transaction has settled on the applicable market. Until settlement has occurred, such proceeds will not be treated as cleared or available funds.
- 6.7 Deposits and withdrawals may be processed by regulated third-party payment service providers (“PSP”). The PSP is authorised and regulated to provide payment services and must comply with relevant legal rules and regulations. While a transaction is being processed, funds may be temporarily held by such PSP in accordance with applicable law and the relevant payment scheme rules, and processing times may be affected by third-party, banking or payment network factors beyond our control. It is important to note that we do not immediately hold the funds collected by the PSP on your behalf. The cash will not be treated as client money until it has been received by Wealthyhood. Until that point, the funds will be held by the PSP, which is required to safeguard your cash and ensure that it remains separate from its own funds until the money is transferred to us. During this period, your funds are safeguarded by the PSP in accordance with applicable payment services laws, and not under the MiFID client money regime applicable once the funds are received by Wealthyhood.
- 6.8 We reserve the right to delay, refuse, or cancel any deposit or withdrawal instruction if we have reasonable grounds regarding the authenticity of the instruction, suspected fraudulent or unauthorised use of your account, or to ensure compliance with anti-money laundering and other regulatory requirements. You must inform us immediately via hello@wealthyhood.com if any card or bank account used in connection with your Wealthyhood account has been blocked, deactivated, or otherwise suspended.
- 6.9 If a deposit is subject to a chargeback, reversal, recall or payment dispute (including under card scheme rules), you expressly agree that Wealthyhood has the right to set off the corresponding amounts from any available cash held in your account or, by selling a portion of your invested assets, where reasonably necessary and proportionate, to cover the reversed funds and any associated costs. You remain liable for any legal fees or administrative expenses we incur in enforcing your obligations or defending claims related to your funding activities.

7. **PLACING AN ORDER**

- 7.1 An order refers to an instruction you provide through the Wealthyhood platform or app to either buy or sell a specific instrument (the "**Order**"). Your Orders can only be placed for the instruments that are currently available through the Wealthyhood app or platform. Wealthyhood retains sole discretion over which instruments are made accessible on the platform and app, and we reserve the right to add or remove any instruments at any time without prior notice, including where required for regulatory, risk management, or operational reasons.
- 7.2 Wealthyhood offers Market Orders (Orders to buy or sell a specified number of Instruments immediately during market hours at the best available price at that point in time) only. We do not allow you to place Orders that involve short selling. Short selling refers to selling an instrument you do not own with the expectation that its price will decrease, allowing you to repurchase it at a lower price. To sell an instrument, you must first own it.
- 7.3 Orders must be submitted exclusively through the Wealthyhood mobile app or web platform. To place an Order, you are required to have sufficient funds in your account to cover the transaction.
- 7.4 All Orders must be placed for your own account and on your behalf. You cannot submit Orders on behalf of third parties, meaning you are the one responsible for purchasing or selling the instrument.
- 7.5 By submitting an Order, you are entering into a binding agreement to buy or sell the specified instrument. You may only cancel an Order with us before it has been forwarded for execution. If cancelling your Order is still available, you will be able to cancel your Order through the Wealthyhood app, but due to the fast pace of execution, there is no guarantee that the cancellation will be processed before the Order is completed.
- 7.6 It is essential to ensure the accuracy of the details of your Order and be prepared to commit to the transaction, as in many cases, the Order is forwarded immediately. Before submitting an Order, you should ensure that:
- 7.6.1 You have entered the correct details;
 - 7.6.2 You are certain you wish to proceed with the Order;
 - 7.6.3 You fully understand how this Agreement applies to your Order;
 - 7.6.4 You are willing and able to accept any potential losses if the instrument's value decreases; and
 - 7.6.5 You are aware of the investment risks associated with the instrument.

7.7 Additional restrictions may occasionally apply to Order submissions due to regulatory requirements or market conditions. These could include, but are not limited to:

7.7.1 Trading restrictions imposed by regulators on certain instruments;

7.7.2 Restrictions placed on Wealthyhood by regulatory bodies; or

7.7.3 Restrictions set by trading venues or third-party brokers impacting Wealthyhood's ability to submit Orders.

7.8 You have the option to place buy Orders for either individual assets or your entire portfolio. You can only place sell Orders for individual assets.

7.8.1 For **Buy Orders** on individual assets, the order will be submitted based on the cash value you want to invest.

7.8.2 For **Portfolio Buy Orders**, you may choose to place an Order based on your "Template Portfolio" allocation (if such an allocation has been defined) or based on your current holdings allocation at the time the Order is placed. In both scenarios, the Portfolio Buy Order will be automatically converted into individual asset Orders according to the respective allocation weights.

7.8.3 For **Sell Orders** of individual assets, you will specify the number of shares you want to sell.

Each underlying Order will be executed separately at prevailing market prices, and execution prices may differ between assets.

7.9 When placing an Order to buy an instrument, you can pay for your Order with funds available in your Wealthyhood account if the funds in your account are equal to or greater than the estimated value of the Order. The necessary amount will be blocked at the time the Order is placed and used to complete the transaction once executed.

7.10 If there are insufficient funds in your account, you will be required to deposit enough money to cover the estimated value of the Order before the Order can proceed.

8. **REPEATING INVESTMENTS**

8.1 We allow you to automate Repeating Investments into your portfolio as repeating Portfolio Buy Orders, subject to the following conditions:

- 8.1.1 Repeating Investments are set up at a monthly interval.
- 8.1.2 You can set up a Repeating Investment based on your “**Template Portfolio**” or based on your current holdings, similarly to placing a Portfolio Buy Order.
- 8.1.3 You can define the exact date of the month you want your Repeating Investment to take place. If you do not pick a date, the default date will be the one you set it up. Defining a specific day of the month does not guarantee that your Repeating Investment will be completed on this day. Delays may be caused throughout the flow of funds from your bank account to your Wealthyhood account.
- 8.1.4 Repeating Investments are processed through Direct Debit funding (an automated payment method that allows us to collect funds directly from your bank account on predetermined dates with your prior authorisation). If you choose to set up a Repeating Investment, you will need to set up a Direct Debit mandate through the Wealthyhood platform or app. The cash will be collected under this Direct Debit mandate by a third-party PSP, in accordance with the applicable Direct Debit rules, which will govern the relationship between you and the PSP.
- The PSP is authorised and regulated to provide payment services and must comply with relevant legal rules and regulations. It is important to note that we do not immediately hold the funds collected by the PSP on your behalf. The cash will not be treated as client money until it has been received by Wealthyhood. Until that point, the funds will be held by the PSP, which is required to safeguard your cash and ensure that it remains separate from its own funds until the money is transferred to us. Until the funds are received by Wealthyhood, they are safeguarded by the PSP under applicable payment services legislation and are not protected under the MiFID client money safeguarding regime.
- 8.1.5 If there are insufficient funds in your bank account to complete the Repeating Investment, it will be skipped without affecting future scheduled repeating investments.
- 8.1.6 Once the money is received by Wealthyhood, a Portfolio Buy Order will be placed. Such Order will be executed at prevailing market prices and is subject to market conditions at the time of execution.
- 8.1.7 You cannot have more than one active repeating investment at each point in time.

8.2 Wealthyhood reserves the right to adjust the functionality and features of Repeating Investments, including cancelling certain Repeating Investments,

limiting available setup days, or discontinuing support for specific Orders, including where required for regulatory, risk management, operational or product changes, and where possible, we will provide reasonable notice to you.

9. **PORTFOLIO REBALANCING**

9.1 We offer the functionality to rebalance your portfolio to help you maintain the asset allocation you have defined for your template portfolio. You can do this by setting up automated rebalancing on a monthly basis.

9.2 If activated, automated rebalancing will take place on the first Monday of the month. If the first Monday of the month falls on a bank holiday, the rebalancing process will take place on the next trading day.

9.3 Automated rebalancing takes place during two consecutive trading sessions. First, overweight assets are sold, and then, the proceeds are used to buy underweight assets. For example, suppose your template portfolio allocation is 60% stocks, 30% bonds and 10% gold. After market fluctuations, your allocation shifts to 70% stocks, 20% bonds, and 10% gold, with a total portfolio value of €10,000. If you decide to rebalance your portfolio, the process is as follows:

- (a) On the first trading day, rebalancing will sell €1,000 worth of stocks, reducing their allocation to 60%.
- (b) Then, on the next trading day, it will use the proceeds to buy bonds, increasing the allocation to 30%.
- (c) The gold allocation will remain at 10%.

9.4 Automated rebalancing does not take into account the market conditions at the time of rebalancing. Thus, you may experience a capital gain or loss during the process.

9.5 If you do not want the automated rebalance to go ahead, you must deactivate it through the app before 12 pm of the day the automated rebalancing is scheduled to occur.

9.6 Keep in mind that Wealthyhood does not manage your portfolio and provides execution-only services. Accordingly, the portfolio rebalancing functionality will help you maintain your template portfolio allocation. When you initiate a one-off or an automated rebalancing, you provide Orders to us, which we will arrange to be executed with no discretion.

9.7 You cannot sell any of your holdings until the rebalancing process is completed. However, you can always buy assets, deposit and withdraw any available cash you hold on your Wealthyhood cash balance, in accordance with the terms and

procedures set out in section 6. This restriction applies solely for operational and execution integrity reasons during the rebalancing process.

10. **ORDER EXECUTION**

- 10.1 We may decide whether to place an Order you submit with a trading venue, broker or other third-party partner. We may refuse an Order, for example where it cannot be executed, would breach Applicable Law, or where there are operational, security or risk-management reasons. If we refuse an Order, we will notify you, and where required by law or reasonably practicable, we will provide a brief reason.
- 10.2 The third-party brokers and partners we work with have their own risk limits and tolerance thresholds that may determine whether an Order is accepted or rejected. We have no control over these internal procedures or the criteria they use to assess Orders. Your Order may be rejected if it poses too much risk for the broker or if trading in the related instrument is unavailable or has been suspended.
- 10.3 In certain situations, we may be required to cancel your Order due to actions or requirements from third parties, such as the market where the instrument is listed or a regulatory authority. If such cancellations occur, they are outside of our control.
- 10.4 If we accept your Order, we will either execute it ourselves or forward it to a third-party broker for execution. Where your Order is forwarded, the third-party broker will be responsible for executing the Order (or for further transmitting it for execution), in accordance with applicable law and market rules.
- 10.5 We offer two execution methods for Orders placed through the Wealthyhood platform and app: Real-time or Express Execution and Smart Execution.
- 10.6 Under Real-time or Express Execution, Orders placed within market hours will be executed instantly. If a Real-time or Express Execution Order is placed outside market hours, it will be queued and executed at the opening of the next market session. The regular trading hours depend on the exchange on which the instrument is traded, and the relevant information is communicated to you before submitting your Order confirmation. Real-time or Express Execution is available for buy and sell stock Orders, as well as buy and sell ETF Orders.
- 10.7 Under Smart Execution, Orders are executed within a designated trading window every weekday. The beginning of the trading window is communicated to you before submitting your Order confirmation. If you place an Order after the beginning of the trading window, this will be executed in the corresponding trading window of the next business day. Although Orders for ETFs are executed within the designated trading window, it may take some time until you receive confirmation of execution and the Order status is updated on your Wealthyhood account. Smart

Execution is only available for ETF buy Orders and ETF buy and sell Orders if performed through automated rebalancing.

- 10.8 Where both methods are available, you can select your preferred execution method before placing your Order confirmation. Where Smart Execution is not available, Real-time or Express Execution is the default option.
- 10.9 For instruments that are not traded on a public venue, such as money-market funds, execution may only occur at specific times during the day, which means Orders submitted outside of those times could be processed the next working day.
- 10.10 Some of the investments available on the Wealthyhood platform and app can be bought and sold in amounts smaller than a whole share ("**Fractionals**"). The fractional portion of any investment cannot be sold or transferred on its own unless it is combined with other fractional shares held by us to form a whole share. Fractional shares cannot be transferred to another investment account or provider. If you wish to liquidate a fractional share, it must first be sold, and the value of the sale will be transferred or withdrawn as cash.
- 10.11 We are committed to acting in your best interest when executing your Orders or when transmitting them to a third-party broker for execution. We ensure that the third-party brokers or other entities we work with consistently deliver the best possible results for our clients. For more details on how we execute Orders and select third-party brokers, please refer to our Order Handling and Best Execution Policy, which outlines our processes and criteria for ensuring that we meet our best execution obligation.
- 10.12 By opening an account with us, you agree to our Order Handling and Best Execution Policy. If any changes are made to this policy, we will notify you in accordance with this Agreement.
- 10.13 In certain circumstances, your Orders may be executed outside of a regulated market, multilateral trading facility (MTF), or organised trading facility (OTF), where this is consistent with our best execution obligations. By agreeing to this Agreement, you provide your express consent to the execution of your Orders in such situations.
- 10.14 When you place an Order, we will provide you with indicative prices for the instruments you wish to buy or sell through the Wealthyhood app or platform. These prices are provided by third parties and are beyond our control. Due to market fluctuations, the final execution price may differ from the price shown at the time you place your Order. This means that your Order may be executed at a price higher or lower than the quoted price. While some Orders may be executed at a more favourable price, others may be executed at a less favourable price. If the execution price is less favourable than the quoted price, we are not liable for covering the difference.

- 10.15 To keep you informed of your account activity, we will provide you with a trade confirmation detailing the execution details of your Order. You can access that from your Wealthyhood platform and app after each transaction. We will also provide you with an account statement, offering an overview of your holdings, funds, and account activity, which can be generated through our platform and app.

11. **INVESTING IN US STOCKS**

- 11.1 By investing in US stocks via the Wealthyhood app or platform, you agree to comply with the **W8-BEN form** requirements. In particular, you confirm that:
- 11.1.1 You are the beneficial owner of the US stock investments and, where applicable, you are a resident of a country that has an income tax treaty with the United States and you are eligible to claim treaty benefits.
 - 11.1.2 You are not a US person.
 - 11.1.3 The income related to your investments is not connected with a US business or is exempt under a tax treaty.
 - 11.1.4 You reside in a treaty country, if applicable.
 - 11.1.5 For broker transactions or barter exchanges, you are an exempt foreign person as defined in the relevant instructions.
- 11.2 You authorise the submission of the W8-BEN form to any relevant withholding agents and agree to provide an updated form within 30 days should any of the certifications become incorrect.
- 11.3 Your acceptance of these terms does not replace the requirement to complete a valid W-8BEN form, but confirms your consent for us to collect, submit and rely on such form in accordance with applicable US tax requirements.
- 11.4 We do not provide tax advice. You are solely responsible for ensuring the accuracy of any tax information provided and for understanding the tax consequences of your investments.

12. **SAVINGS VAULT**

- 12.1 The **Savings Vault** feature allows you to invest in money market funds (the “**Vault Instruments**”) made available through the Wealthyhood app or platform.

- 12.2 You can open separate Savings Vaults for each supported currency, depending on the options available in your jurisdiction. You can view the available Vault Instruments in the app. We may expand or modify the list of available financial instruments in the future.
- 12.3 By transferring funds to your Savings Vault, you understand and agree that we will invest those funds into the Vault Instrument of your choosing on an execution-only basis. This means you assume the investment risk and any other associated risks of that Vault Instrument or asset class. We advise you to carefully review our Risk Disclaimer before using our Savings Vault.
- 12.4 Please note that we do not offer investment advice or recommendations regarding these Vault Instruments, and we have not assessed their suitability for you. It is your responsibility to research and evaluate your options before opening a Savings Vault and selecting a Vault Instrument and if you are unsure about their suitability, we strongly recommend seeking independent professional advice to ensure your interests are properly safeguarded.
- 12.5 When you confirm a transfer of funds to your Savings Vault, you are instructing us to place a Buy Order for the selected Vault Instrument with the entirety of the uninvested funds transferred. Any future transfers into your Savings Vault will also be treated as additional Buy Orders for that Vault Instrument.
- 12.6 By withdrawing funds from your Savings Vault, you are instructing us to sell the necessary portion of the selected Vault Instrument to accommodate the withdrawal and transfer the proceeds back to your Wealthyhood cash account.
- 12.7 Vault Instrument transactions are processed at least once per working day. If funds are transferred into the Savings Vault before the cut-off time, they will be executed on the same day. Transfers made after the cut-off time will be executed on the next working day. In some cases, execution may happen immediately, depending on the Vault Instrument.
- 12.8 Vault Instruments may issue regular distributions (e.g., dividends or interest payments), typically on a monthly basis. These distributions are automatically reinvested in the Vault Instrument, and you authorise us to place a buy Order for the distribution amount in your chosen Vault Instrument. Please note that while we strive for timely execution, some Orders may not be processed due to operational, regulatory, or third-party factors, as detailed in our Order Handling and Best Execution Policy.
- 12.9 You may deposit funds into the Savings Vault from your Wealthyhood account or by any other option made available to you through the Wealthyhood app or platform. You may only withdraw funds from the Savings Vault to your Wealthyhood account.

- 12.10 The net yield quoted for the Savings Vault on the platform and app is the average rate of return of the Vault Instrument over the prior day if held for one year. It's calculated by multiplying the daily interest rate by 365. The net 1-day yield is net of all fees and depends on your Wealthyhood plan.
- 12.11 The calculation of net yield is based on data sourced directly from the Vault Instrument provider, with subsequent deduction of all relevant fees, including management and service charges, ensuring you receive a clear picture of your net returns. Please note, the net yield is contingent upon the specific Wealthyhood plan chosen by you.

13. **FEES**

- 13.1 The fees and charges associated with our Services ("**Service Fees**") are outlined on our website and are regularly updated. You can find the latest details on our pricing at <https://wealthyhood.com/en-cy/pricing/>. We may also provide translations of our Service Fees in select languages. Any updates or changes to these fees will be communicated to you in accordance with these terms.
- 13.2 Wealthyhood offers three plans for users with different needs and goals: a **Basic** plan, a **Plus** plan and a **Gold** plan. You can find more details about the features, benefits and costs of each of your plans on our dedicated pricing page at <https://wealthyhood.com/en-cy/pricing/>. When you first apply for a Wealthyhood account, you will be required to select a plan from the available options. At any given time, you will be on one plan.
- 13.3 If your chosen plan includes a subscription fee, you are responsible for keeping your payment details up to date to ensure the plan fee can be collected. We will charge your payment method at the frequency you select when signing up.
- 13.4 Plans may be offered on a monthly or annual basis. An annual plan may include a discount compared to the equivalent monthly plan fee.
- 13.5 Plan fees are billed in full at the start of each billing cycle, whether monthly or annually. You can review your selected plan, billing cycle, and payment dates by visiting the "**Plans**" or "**Billing**" sections in the Wealthyhood app.
- 13.6 You can pay your monthly or annual subscription by setting up a recurring card payment. In the case that the payment method you have set up fails, we will immediately downgrade your plan to Basic. In the event of non-payment or late payment of any fees due under this Agreement, Wealthyhood reserves the right, where reasonably necessary and proportionate, to recover outstanding fees from available cash in your account or, as a last resort, by selling a portion of your invested assets.

- 13.7 Unless you notify us otherwise, your plan will automatically renew at the end of each billing cycle, and the applicable plan fee will be charged for the new cycle. If you wish to prevent automatic renewal, you can do so by updating your preferences in the “**Billing**” section of the Wealthyhood app.
- 13.8 You can modify your plan at any time, either by upgrading or downgrading, or by changing between annual and monthly billing options. You may also cancel your plan.
- 13.9 When you upgrade your plan, the new billing cycle will begin immediately, and the new Plan Fee will be charged. Any previously paid fees for the unused portion of the existing cycle will be credited toward the new plan fee.
- 13.10 If you are on a monthly or annual plan and wish to downgrade, you can initiate this via the “**Billing**” or “**Plans**” section in the Wealthyhood app. The downgrade will take effect immediately and any previously paid fees for the unused portion of the existing cycle will be credited towards future charges.
- 13.11 The currency in which an Order is executed depends on the currency in which the instrument is traded on the relevant market or over-the-counter (OTC). To proceed with an Order, we may need to convert funds from your account’s currency into the relevant trading currency. The applicable exchange rate will be displayed in the Wealthyhood app. After the conversion, your transaction history will show the exchange rate used. We use the spot exchange rate available to us at the time of conversion and charge an FX fee on top of it, depending on your plan. You will only be charged fees for Orders that are successfully executed.
- 13.12 Except for processing fees related to card, Apple Pay, or Google Pay deposits as described in section 6, we do not charge for sending us or withdrawing money via bank transfer or for closing your Wealthyhood Account. You are solely responsible for any fees incurred in transferring, depositing, or withdrawing funds to and from your account, including any charges imposed by your bank or payment institution.
- 13.13 Depending on your plan, we may charge a custody fee based on a percentage of the value of your investments. The custody fee is calculated on the average value of your investments at the end of each day throughout the month. At the end of each month, the total fee is derived from the average daily balance of your portfolio during that period. The custody fee will first be deducted from any uninvested cash available in your account. If there is insufficient or no uninvested cash to cover the fee, you agree that the necessary amount will be charged by selling a portion of your invested assets, where reasonably necessary and proportionate, to cover the custody fee. In this case, assets will be sold to cover the custody fee, and the corresponding value will be deducted from your portfolio.

- 13.14 Please note that other taxes, costs and charges may also apply, which are not charged by or through us. These include but are not limited to fund management charges taken directly from the fund provider and market spread, which is the difference between the price at which we are able to buy and sell investments. You are solely responsible for any taxes, duties, or similar charges that may arise from your transactions or use of our Services, including any taxes on interest payments. These obligations may apply either at the time of the transaction or at a later date, and you agree to settle these taxes or duties when they become due.
- 13.15 Any amounts payable by Wealthyhood under this Agreement will be made without withholding or deduction for taxes unless required by law. In the event of any such withholding or deduction, Wealthyhood is not obligated to compensate you for the withheld amount. You agree to provide any necessary information we request to comply with reporting or withholding obligations.
- 13.16 In certain circumstances, we may choose to reduce or waive our fees. Such actions are discretionary and do not constitute a permanent change in our pricing. Any fee reductions or waivers are not guaranteed to be available in the future unless explicitly communicated by us.

14. **REFERRALS & FREE SHARES**

- 14.1 Under our referral scheme, a free share or a fraction of a free share (“**Free Share**”) will be offered to users who have successfully completed a referral in accordance with the terms described in this section. Both the referrer and referred user will be offered a Free Share as long as they meet the conditions below.
- 14.2 You can refer a friend by entering their email or sending them your unique referral code or link. You can find the different options from your Wealthyhood platform and app under your ‘**Profile**’ > ‘**Earn free shares**’. From there, you can simply follow the steps and invite a friend with one of the available options.
- 14.3 In order to be eligible for the Free Share reward, you need to have successfully completed a referral.

You will need to:

- a. Set up your Wealthyhood account.
- b. Verify your details.
- c. Make a deposit.

Your friend will need to:

- a. Set up their Wealthyhood account.

- b. Verify their details.
- c. Deposit at least **€100** in their account **within 7 calendar days** of creating their account.

In the case of a successful referral, both the referrer and the referred user will be eligible to receive a Free Share.

- 14.4 In order to be eligible to receive a Free Share, users must be referred by a friend, either through a referral code, a referral link or by using their email. Referred users must be new Wealthyhood clients and must not have already created a Wealthyhood account before.
- 14.5 If the referred user hasn't completed a deposit of at least €100 within 7 days of creating their account, the referral will expire and will no longer be deemed successful. Therefore, neither the referrer nor the referred user will be eligible to claim a reward for this specific referral.
- 14.6 Once the steps defined above have been completed, we will notify you by email and/or push notification on your mobile app that you are eligible to receive a Free Share. The next time you open the Wealthyhood platform or app, we will notify you about the amount of your Free Share and the specific financial instrument.
- 14.7 When earning your Free Share, you instruct us to transfer the equivalent amount of funds on the same day into your account and immediately place an Order to buy your Free Share. Once the process is completed, a Free Share will appear on the accounts of both the referrer and the referred user.
- 14.8 We aim to process 95% of the free share rewards within 2 business days. If you believe you're eligible for a Free Share but have been waiting for more than 5 days for the notification of your Free Share eligibility, you can contact us at hello@wealthyhood.com or use our Live Chat Support on your Wealthyhood app.
- 14.9 You can't sell your Free Share for 60 days commencing on the date the share settles in your account. If you decide to close your Wealthyhood account before 60 days have passed, your reward will be lost, inclusive of any gains made on the particular share.
- 14.10 The maximum limit in the value of Free Share you can earn per calendar month is €2,000. This amount, however, resets at the beginning of each month. Please note that there is no limit to the number of friends you can refer, and each of your friends will be eligible for a Free Share, even if you have reached your monthly cap.
- 14.11 The instrument and value of your Free Share is defined as follows:
 - 14.11.1 Your Free Share will be randomly selected from a pool of stocks and ETFs within our investment universe.

- 14.11.2 The value of your Free Share will be randomly determined and may range anywhere from a minimum of €5 to a maximum of €200. The probability is weighted, so higher values are less likely to get.
- 14.11.3 For the avoidance of doubt, the Free Share can be either a whole share or a fraction of a share as long as its value is within the range defined above.
- 14.11.4 We do not offer advice or recommendations to our users and receiving a Free Share from us does not constitute advice. You should make your own decisions on what investments are right for you.
- 14.12 We may, from time to time, run ad-hoc Free Share campaigns. In such a case, we will notify you by email and/or push notification about the campaign details. The terms of this paragraph also apply to any ad-hoc Free Share campaign you may participate in, in which case, you will be deemed a referred user with the same eligibility requirements described above.
- 14.13 We may, from time to time, run ad-hoc cash reward campaigns. In such a case, we will notify you by email and/or push notification about the campaign details, describing how you can participate and how eligible users will be defined. In the case that you receive a cash reward, the corresponding amount will be transferred into your Wealthyhood account. You can then invest this amount within the platform and app as you wish. You may not withdraw your cash reward without investing it first, unless suggested differently in a specific cash reward campaign. In the case that the terms described in a particular campaign conflict with the terms under this section, the specific terms of the campaign should supersede.
- 14.14 Under our user gift scheme, selected users will have the chance to share a cash voucher with a friend. If selected, you will be notified by email and/or push notification about the user gift details, and you will then be able to share the gift with a friend by following the relevant steps through your Wealthyhood app.
- 14.15 In the case that you receive a user gift, the corresponding amount will be transferred into your Wealthyhood account. You can then invest this amount within the platform or app as you wish. You may not withdraw your cash reward without investing it first. You need to have a bank account at your name with one of the supported banks to withdraw your cash reward only after investing it first.
- 14.16 Any shares you buy using your cash voucher fall under the free share restrictions defined above. User gifts can only be sent to new or existing Wealthyhood users as long as they haven't made any investment with Wealthyhood in the past. If a user gift is sent to a user who has already made an investment with Wealthyhood in the past, the cash voucher will be voided. User gifts cannot be sent to user accounts directly associated with the user account of the sender.

- 14.17 If you decide to close your Wealthyhood account and you have received a free share, cash reward, or user gift, the following conditions apply:
- 14.17.1 If your account is closed before the 60-day restriction period for selling your free share or withdrawing your cash reward or user gift, you will forfeit all such rewards. This includes any appreciation in value of the free shares you have received.
 - 14.17.2 If your account is closed after the 60-day restriction period, you are required to provide a valid bank account from our supported banks to transfer any proceeds from your rewards, gifts, or free shares.
 - 14.17.3 If you haven't already connected a valid bank account, upon the closure of your account after the 60-day restriction period, you must provide the necessary details for a valid bank account within 30 days to withdraw any proceeds. If you do not provide this information within the specified timeframe, Wealthyhood reserves the right to withhold the cash proceeds from the rewards, gifts, or free shares.
 - 14.17.4 Please note that these conditions are in place to ensure a fair and transparent process for all users and to comply with regulatory requirements.
- 14.18 We reserve the right, at our sole discretion, to end or update the terms of our referral scheme, free shares scheme, cash rewards and user gifts at any time. If we make an update, we will post the updated version of the schemes on our website and provide you notice of the update. Continued participation in the referral scheme and free shares scheme after any update shall mean that you have agreed to the update(s) made by us.

15. **YOUR OBLIGATIONS**

- 15.1 In order to allow us to deliver our Services effectively and in compliance with legal and regulatory requirements, you are required to fulfil the following obligations:
- 15.1.1 You must agree to this Agreement, which forms the basis of our relationship and governs the provision of Services to you. By continuing to use our Services, you confirm your acceptance of this Agreement.
 - 15.1.2 You must promptly notify us of any changes to the information you initially provided. This includes changes to your personal details, such as address, contact information, or any other relevant updates, to ensure that we hold accurate and up-to-date records.

- 15.1.3 You are required to provide us with all necessary information and documentation as part of our account opening procedures. This may include proof of identity, proof of address, and any other information that may be needed for us to verify your identity and assess the appropriateness of the Services.
- 15.1.4 You agree to supply any additional information that we may reasonably require to fulfil our legal, regulatory, or contractual obligations. This may be necessary to comply with anti-money laundering regulations, tax reporting requirements, or other relevant laws.
- 15.1.5 You confirm that all investments and cash held within your account are fully owned by you, free from any liens, charges, or other encumbrances. This ensures that the assets within your portfolio are not subject to any third-party claims.
- 15.1.6 You undertake to sign and/or provide any documents that we reasonably request within the timeframe specified by us. These documents may be required to enable us to perform our duties on your behalf, such as executing trades or fulfilling legal and regulatory obligations.
- 15.2 By fulfilling these obligations, you help ensure the smooth functioning of your account and our ability to provide you with a high standard of service in compliance with all relevant laws and regulations. Failure to comply with these obligations may affect our ability to continue providing Services to you.

16. **CORPORATE ACTIONS**

- 16.1 If we receive any income on your behalf through dividend payments or other corporate actions related to your investments, we will reconcile and credit these amounts to your account. Income received in currencies different to your account's default currency will be converted to your account's default currency before being credited.
- 16.2 Where Wealthhood receives information relating to corporate actions, voting rights, or other entitlements attached to Instruments held on your behalf, we may make such information available to you through the Wealthhood platform or app, where reasonably practicable. However, unless required by Applicable Law, Wealthhood does not undertake an obligation to proactively notify you of all corporate actions or to monitor corporate events on your behalf. You acknowledge and agree that you are responsible for monitoring your investments and taking any actions required in connection with corporate actions, including the exercise of any rights, unless otherwise expressly agreed in writing.

16.3 Where applicable and subject to operational and regulatory constraints, you may instruct Wealthyhood to exercise voting rights attached to your Instruments in a manner and format acceptable to us. Wealthyhood shall not exercise voting rights on your behalf without your prior instruction, except where:

- (a) required to do so by Applicable Law; or
- (b) necessary to give effect to your explicit prior standing instructions, where such functionality is made available.

We may refuse to act on voting instructions where this is not operationally feasible or where the relevant Instrument or holding structure does not permit the exercise of voting rights (including in the case of fractional holdings).

16.4 Where we have relevant information about corporate actions or other entitlements related to your holdings, we may notify you via the Wealthyhood platform or app if we consider it necessary. However, it is your sole and absolute responsibility to stay informed about any rights, duties, or corporate actions associated with your investments. You are solely responsible for taking any required actions in relation to corporate actions. Wealthyhood does not have a duty to notify you of such matters and is not liable for any loss, damage, or expenses you may incur as a result of not being aware of these rights and duties.

17. **CONFLICT OF INTERESTS**

17.1 We always act in your best interests. However, situations may arise where our interests, or the interests of another client, could conflict with yours. When this happens, we will take appropriate steps to identify, manage and, where required, disclose such conflicts to ensure you are treated fairly.

17.2 We have policies, procedures and controls in place to manage conflicts of interest in line with applicable laws and regulations. Where a conflict cannot be effectively managed, we will disclose it to you before proceeding, or take other steps required by law to protect your interests.

17.3 As part of providing our Services, we may receive minor non-monetary benefits that are permitted under applicable regulations. These benefits:

- (a) are designed to enhance the quality of our Services to you;
- (b) are reasonable and proportionate in nature; and
- (c) do not impair our duty to act honestly, fairly and professionally in your best interests.

Such benefits may include, for example, general investment information, training events, or modest hospitality associated with business meetings.

17.4 Further details on how we identify and manage conflicts of interest are set out in our Conflicts of Interest Policy, available at: <https://wealthyhood.com/en-cy/conflicts-policy/>.

18. **PARTNERSHIP WITH BANK OF CYPRUS**

18.1 We have established a strategic commercial partnership with Bank of Cyprus Public Company Limited ("Bank of Cyprus") to promote and market the Wealthyhood platform, app and Services to individuals or companies based in Cyprus, as well as to the customer base of Bank of Cyprus. By continuing to access or use the platform or app, you acknowledge that we have a commercial relationship with Bank of Cyprus, which is disclosed as part of your overall Agreement with us.

18.2 In consideration for the marketing, referral, and access-enablement support services provided by Bank of Cyprus, Wealthyhood pays a commission or inducement fee to Bank of Cyprus (the "Inducement"). Wealthyhood is responsible for ensuring that these payments comply with applicable MiFID II inducement rules, including the requirement that such payments are designed to enhance the quality of the service provided to you.

18.3 The Inducement is calculated as follows:

- (a) for individual investment Orders, a fee ranging from 0% to 0.05% of the applicable Service Fees. The specific amount of the Inducement applicable to an individual Order will be clearly disclosed to you through the Wealthyhood platform or app prior to the submission of an Order; and
- (b) for subscription plans (Plus, or Gold), a fixed fee of 30% of the relevant plan fee.

18.4 The payment of these Inducements does not result in higher costs compared to Wealthyhood's standard pricing structure applicable to clients outside this partnership. The Service Fees you pay remain consistent with our standard pricing schedule, regardless of this partnership.

18.5 In accordance with MiFID II requirements, these Inducements are intended to enhance the quality of our Services by: (i) facilitating awareness of and access to the Wealthyhood platform and its regulated investment services and instruments that you might otherwise not have been aware of; and (ii) providing an improved, tailored onboarding experience, including the integration of single sign-on functionality via Bank of Cyprus to streamline your access to the platform or app, subject to the terms outlined in section 3.12 of this Agreement. Any onboarding,

authentication or technical functionalities are operated and controlled solely by Wealthyhood.

- 18.6 The payment of Inducements to Bank of Cyprus does not conflict with, nor impair, our duty to act honestly, fairly, and professionally in your best interests at all times, nor does it affect our obligation to provide our Services as described in section 4 of this Agreement.
- 18.7 Potential conflicts of interest arising from this partnership are identified, managed, and mitigated in accordance with Wealthyhood's Conflicts of Interest Policy to ensure that our investment services remain objective and independent.
- 18.8 We will provide you with information regarding the total amount of Inducements paid in relation to your account on an annual basis. You can access this information through your Annual Report within the Wealthyhood platform or app.
- 18.9 While Bank of Cyprus may promote our Services, it does not provide any investment services or investment advice on our behalf and is not responsible for the performance of your investments or the functionality of the Wealthyhood platform or app.
- 18.10 Wealthyhood remains solely responsible for the provision of the Services as the regulated entity under this Agreement.

19. **COMPLAINTS**

- 19.1 We are committed to offering high-quality service, but if you are dissatisfied with any aspect of our Services, we want to resolve the issue as quickly and efficiently as possible. If you wish to make a complaint, please contact us via email at complaints@wealthyhood.com, and we will provide you with details of our complaints handling process. Upon receiving your complaint, we will carry out an independent investigation and aim to provide you with a written response promptly.
- 19.2 If we are unable to resolve your complaint to your satisfaction, and you are not satisfied with our response, you have the right to escalate your complaint to external authorities. You may refer your complaint to the **Hellenic Financial Ombudsman**:

Phone: +30 210 3376700

Email: info@hobis.gr

Address: 1, Massalias Street, 106 80, Athens, Greece

Fax: +30 210 3238821

- 19.3 If you remain dissatisfied with the resolution of your complaint through the above channels, you may also contact the **Hellenic Capital Markets Commission (HCMC)** or pursue legal proceedings. Further information on the complaint handling process can be found on our website. If you reside in certain countries, you may also have the option to contact your local consumer dispute resolution body or financial ombudsman to raise your complaint.
- 19.4 You can read more about our complaints handling process and procedures at <https://wealthyhood.com/en-cy/complaints-policy>.

20. **CLIENT PROTECTION & COMPENSATION**

- 20.1 Your investments with Wealthyhood are protected under the provisions of the **Hellenic Investment Guarantee Fund** (the “**Guarantee Fund**”), which operates according to the Greek legal framework. The purpose of the Guarantee Fund is to compensate investors in the event that an investment firm fails to meet its obligations. This includes instances where the investment firm is unable to return funds or securities that are owed to investors, which it holds on their behalf or has managed while providing investment services.
- 20.2 Investments are covered up to a maximum of **€30,000** per investor in the event of a firm’s insolvency or failure to return client funds or securities. The compensation is calculated based on the value of your investments on the date of the compensation event. However, please note that compensation does not apply to losses related to the market performance of your investments. Any reduction in the value of your portfolio resulting from changes in market conditions or poor performance of the instruments in which you invest will not qualify for compensation.
- 20.3 To be eligible for compensation, the claim must arise from a failure by Wealthyhood to return money or securities owed to you, rather than from a decline in the value of investments due to market fluctuations. The Guarantee Fund will compensate investors only in cases where an investment firm is declared insolvent or unable to meet its financial obligations.
- 20.4 For further details on how the Guarantee Fund operates and the full scope of protection offered, visit <https://www.syneggiitiko.gr/>.

21. **CHANGING OUR TERMS**

- 21.1 We may change this Agreement where reasonably necessary, including to:

- a. comply with changes in law, regulation, tax rules, or regulatory guidance;
 - b. reflect changes in market practices or how investment services are provided;
 - c. reflect changes to our Services, charges, or the range of investments available;
 - d. introduce improvements or enhancements to our platform or Services; or
 - e. address circumstances beyond our reasonable control that make it impractical to continue providing the Services on the existing terms.
- 21.2 Unless a change is required sooner by law or regulation, we will give you at least 14 calendar days' notice before any change takes effect.
- 21.3 We will notify you of changes by email or through our app or website. If you do not agree with a change, you may terminate this Agreement without charge before the change takes effect. If you continue using the Services after the effective date, the updated Agreement will apply.
- 21.4 We may make changes with immediate effect where:
- a. the change is required by law or regulation;
 - b. the change is beneficial to you; or
 - c. the change introduces a new service or functionality that does not reduce your rights or increase your obligations.
- In such cases, we will notify you as soon as reasonably practicable.
- 21.5 We may modify, suspend or discontinue any part of our Services where required by law, for operational or security reasons, or to manage risk. This does not affect any rights or protections you have under applicable law.

22. **HOW WE WILL COMMUNICATE**

- 22.1 We will primarily communicate with you via email or through the customer support chat. If you need to contact us, you may do so by sending an email to hello@wealthyhood.com or using the chat support feature.
- 22.2 We are deemed to have received any email correspondence once we access it. However, please note that there may be a delay in responding to emails, and you acknowledge the potential risks inherent in email communication, such as unauthorised interception or failure to reach the intended recipient.
- 22.3 While we take reasonable precautions to ensure that our electronic communications and attachments are free from known viruses or harmful software, we are not liable for any loss or damage resulting from third-party attacks on our systems or from any malicious software that may infect your device or data as a result of using our Services.

- 22.4 If you authorise a third party to act on your behalf, we will communicate with them at the address(es) you notify us of in writing. You also authorise us to act on instructions that appear to be from you or your authorised third party, as long as we act reasonably.
- 22.5 We may record and monitor conversations with you for security and compliance purposes. Additionally, we will maintain a record of all communications for the duration required by law or for as long as we deem appropriate. You agree that these records may be used as evidence in any legal or arbitral proceedings between us.
- 22.6 If we record a conversation or store an electronic communication as part of our regulatory obligations, you may request a copy of these records. We will provide such copies for a period of five (5) years, or up to seven (7) years if required by the relevant regulatory authority.
- 22.7 For any issues or inquiries related to this Agreement, you consent to us contacting you via email or through the Wealthyhood App. This includes receiving transaction confirmations, reports, and other relevant documents. We will use the email address associated with your Account to communicate with you unless otherwise specified.
- 22.8 Any notice provided under this Agreement shall be in English and must be delivered by email to the email address provided by each party for communication under this Agreement. Our designated email address for such notices is hello@wealthyhood.com. Notices can also be delivered through the Wealthyhood app. Any notice or communication sent by email or via the Wealthyhood platform or app will be considered received at 8:00 am on the following business day after it has been sent unless otherwise stated in this Agreement.

23. **DATA PROTECTION**

- 23.1 We take the protection of your personal data very seriously. We will handle your personal information in accordance with our Privacy Policy, which outlines how we collect, use, and share your data. You can access our Privacy Policy on our website at <https://wealthyhood.com/en-cy/privacy-policy>. It is important that you review the Privacy Policy to ensure you are comfortable with how we manage your personal information.
- 23.2 For certain financial instruments that we offer through the Wealthyhood platform and app, we may be required to gather information regarding your investment knowledge and experience to assess whether these instruments are appropriate for you. When such requirements apply, we will notify you and request the

necessary information to perform this assessment. You agree to provide accurate and complete information when requested. If we do not receive sufficient information from you, we may refuse to execute Orders involving those instruments.

- 23.3 To fulfil our obligations related to the execution of your Orders and the management of your positions, you agree to provide any information we reasonably request. This ensures that we can properly manage and execute your transactions in line with applicable regulations.
- 23.4 You acknowledge and accept that we may be required by law to disclose details about your Orders and positions to regulatory authorities or other entities as mandated by applicable laws and regulations.

24. **CANCELLATION RIGHTS**

- 24.1 We will always honour your statutory rights. After agreeing to invest with us, you are still entitled to cancel your investment for up to 14 calendar days after having opened your account (the "**cancellation period**"). This is done by sending us written notice of the cancellation to hello@wealthyhood.com or by closing your account yourself by selecting '**Profile**' > '**Account details**' > '**Close your account**' on your Wealthyhood platform or app.
- 24.2 If you cancel your investment within the cancellation period, we will sell your investments and return the proceeds resulting from any such sale. We will make every effort to proceed with the sale of your investments within 2 business days (on which the relevant markets are open) from the time we receive a cancellation instruction from you, subject to any extraordinary circumstances in the financial markets or force majeure events that may extend this period.
- 24.3 Please be aware that if the value of your investment(s) has fallen, you will not get back the full amount you invested. You will also be liable for any costs we have to pay on your behalf in order to sell the investments.

25. **TERMINATION**

- 25.1 This Agreement is of indefinite duration and will remain in effect unless terminated as outlined in this section.
- 25.2 You or we may terminate our Services at any time without penalty. If you wish to terminate the Services, you can close your account yourself by selecting '**Profile**' >

'Account details' > 'Close your account' on your Wealthyhood platform or app. The termination will take effect from the date of receipt.

- 25.3 You may also terminate your account at any time and for any reason by notifying us via email at hello@wealthyhood.com.
- 25.4 We may terminate this Agreement at any time by providing at least 30 calendar days' written notice to you.
- 25.5 Wealthyhood reserves the right to terminate this Agreement immediately, resulting in the closure of your positions, if any of the following occurs:
 - 25.5.1 You breach the terms of this Agreement.
 - 25.5.2 Your account is suspended.
 - 25.5.3 You are declared insolvent, or any bankruptcy or insolvency proceedings are initiated by you or against you.
 - 25.5.4 You have not logged into the Wealthyhood platform or app for a period of 365 calendar days.
- 25.6 Please note that if and when our Services are terminated, unless we agree with you otherwise, we will sell your investments and return the money we receive as a result to you. Subject to circumstances beyond our control, we will aim to sell your investments within 2 business days (when the relevant markets are open) after we receive your termination notice or decide to close your Account. The proceeds will then be transferred to your bank account, which may take up to 5 business days.
- 25.7 The value of investments can go down as well as up. This means that, when your investments are sold, you may receive less than the amount you originally invested. Any fees or charges already paid to us for Services provided are not refundable, unless applicable law requires otherwise.
- 25.8 When your account is closed, we will retain your information and related documents for as long as necessary to comply with applicable legal and regulatory obligations.

26. **ACCOUNT SUSPENSION**

- 26.1 We reserve the right to suspend or close your Account, which may involve the immediate, temporary, or permanent revocation of your ability to use our Services or access the Wealthyhood app, under certain exceptional circumstances. These circumstances may include but are not limited to:

- 26.1.1 If we discover that any personal information provided by you is false, misleading, or incomplete;
 - 26.1.2 If we are informed or suspect that your user identification code, password, or other account details have been compromised;
 - 26.1.3 If there is reasonable suspicion that you are engaging in fraudulent activities;
 - 26.1.4 If you fail to provide requested information or the information provided is believed to be incorrect or untrue;
 - 26.1.5 If you have significantly or repeatedly breached this Agreement, and you fail to remedy the breach within a reasonable period;
 - 26.1.6 If we believe your use of the Wealthyhood platform or app poses a threat to our systems, software, or hardware;
 - 26.1.7 If we have reasons to believe that continued use of your Account could harm our reputation or goodwill;
 - 26.1.8 If we suspect your Account is being used for fraudulent or illegal purposes;
 - 26.1.9 If you owe us money and have failed to repay it within a reasonable period after being requested to do so;
 - 26.1.10 If you have been declared bankrupt; or
 - 26.1.11 If required to do so by law, court order, or at the direction of a relevant authority.
- 26.2 In addition to the above, we may suspend or close your Account where we reasonably consider it necessary, including to protect you or us, to prevent misuse of the Services, or to comply with Applicable Law or regulatory requirements. Where possible, we will give you at least 30 business days' notice by email before taking such action. In some cases, we may need to act immediately and without prior notice, for example, where required by law, to prevent fraud, or to address security or operational risks.
- 26.3 If we permanently close your Account, the Agreement between us will automatically terminate upon our notification of the closure.

27. **IN THE EVENT OF DEATH OR INCAPACITY**

- 27.1 If we are notified of your death, your account will be suspended. The value of your investments and remaining funds may become part of your estate. Upon receiving valid documentation from an executor or estate representative, we will act according to their instructions. Any actions taken under a power of attorney will incur applicable fees.
- 27.2 We are not responsible for any losses or damages incurred while awaiting instructions from your representatives. This Agreement remains in effect until your account is closed and terminated.
- 27.3 If you are deemed legally incapable, we will follow instructions from a valid power of attorney. This will continue until a power of attorney is revoked or upon your death, and any actions taken will be subject to our standard fees.

28. **WHEN MAY WE NOT ACT ON YOUR INSTRUCTIONS**

- 28.1 We reserve the right not to act on your instructions if:
- 28.1.1 to do so may involve us or you in a breach of legal and/or regulatory requirements; or
- 28.1.2 to do so would run the risk of us suffering financial loss.

We will endeavour to advise you promptly if such circumstances arise, subject to our obligations under applicable law and regulation.

29. **ANTI-TAX EVASION & ANTI-BRIBERY**

- 29.1 You agree that neither you nor any individual or entity acting on your behalf in connection with this Agreement will engage in, support, or contribute to the commission of any tax evasion offence or the facilitation of such an offence. This includes any act or omission intended to cheat or defraud public revenue authorities and evade taxes, duties, or social security contributions. For the purposes of this clause, a "tax evasion offence" encompasses any fraudulent activity intended to avoid or reduce tax liability.
- 29.2 You agree not to engage in any act or omission that would constitute a violation of any applicable anti-corruption or anti-bribery legislation in any relevant jurisdiction. This includes refraining from offering, giving, receiving, or soliciting

anything of value to influence the actions of an individual or entity, directly or indirectly, in connection with this Agreement or any Services provided by us.

- 29.3 You shall promptly inform us in writing if you become aware of any actual or suspected breach of this clause. This includes any instance where you become aware of allegations, investigations, evidence, or reports suggesting a breach or potential breach of the anti-tax evasion or anti-bribery obligations outlined in this Agreement.
- 29.4 You further agree to comply with all applicable laws, rules, and regulations relating to the prevention of tax evasion and bribery, including any obligations under local or international tax authorities or anti-corruption bodies. This extends to ensuring that any agents, contractors, or representatives acting on your behalf adhere to these obligations.
- 29.5 In the event of any investigation or inquiry related to a suspected breach of tax evasion or anti-bribery regulations, you agree to fully cooperate with any relevant regulatory or governmental authority, as well as with us, to provide any necessary information or documentation that may be requested.
- 29.6 Any breach or suspected breach of this clause may result in immediate termination of this Agreement, suspension of your account, and/or reporting to the relevant legal and regulatory authorities. You may also be subject to legal action or other penalties as required by applicable law.

30. **INTELLECTUAL PROPERTY & CONFIDENTIALITY**

- 30.1 Wealthyhood owns all rights to the Services, including all related documentation, instructions, and any updates or versions available through our platform and app (collectively referred to as the "**Licensed Materials**"). All improvements, modifications, derivative works, and intellectual property rights associated with the Licensed Materials remain the exclusive property of Wealthyhood or its licensors. Except as specifically provided for in this Agreement, you are not given any rights to the Licensed Materials.
- 30.2 All intellectual property rights created as part of the provision of the Services belong to us from the moment of creation and will remain solely our property. This excludes any rights over your personal data.
- 30.3 You acknowledge that the Licensed Materials are proprietary, containing valuable trade secrets and confidential information of Wealthyhood. You agree to keep this information confidential and avoid using it in any way that could harm Wealthyhood's rights.

- 30.4 You agree not to challenge Wealthyhood's ownership or rights to the Licensed Materials, nor to attempt to register, claim, or acquire any rights over them. You must also refrain from taking any actions that could adversely affect Wealthyhood's rights in any jurisdiction.
- 30.5 We may disclose your personal information or details of your Orders and transactions to third parties in the following circumstances:
- 30.5.1 as permitted by relevant laws and regulations;
 - 30.5.2 when required to complete, correct, or resolve any claims related to transactions;
 - 30.5.3 to comply with a valid legal request, court order, or other administrative reporting requirements;
 - 30.5.4 to our employees, auditors, affiliates, third-party brokers, or legal advisors as needed to ensure proper service delivery;
 - 30.5.5 to prevent, investigate, or report any illegal activities;
 - 30.5.6 to fulfil any obligations under this Agreement or related to the Services provided;
 - 30.5.7 if disclosure is deemed necessary in the public interest; and
 - 30.5.8 at your request or with your consent.

31. **INDEMNIFICATION & LIABILITY**

- 31.1 You agree to indemnify and hold Wealthyhood, its officers, directors, employees, agents, partners, affiliates, licensors, and representatives (collectively, the "**Indemnified Parties**") harmless from any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses (including legal fees) arising directly or indirectly from the use of our Services, except to the extent arising from Wealthyhood's breach of this Agreement, Applicable Law, wilful misconduct, fraud, or gross negligence. This includes, but is not limited to, any incorrect or misleading information provided by you, infringement of intellectual property rights, violations of applicable law, or any misuse of your account, whether by you or any other user authorised to access your account.
- 31.2 Wealthyhood and the Indemnified Parties' liability is limited to the fullest extent permitted by law. We will not be liable for any loss or damage you may suffer as a direct or indirect result of your use of our Services, except in cases involving:

- 31.2.1 Death or personal injury caused by our negligence;
 - 31.2.2 Breach of a legal obligation imposed by regulatory requirements;
 - 31.2.3 Proven intentional misconduct, fraud or gross negligence; or
 - 31.2.4 Any liability that cannot be limited or excluded under applicable law.
- 31.3 To the maximum extent permitted by applicable law, neither Wealthyhood nor the Indemnified Parties shall be liable for any indirect, incidental, special, consequential, punitive, or exemplary loss or damage, including but not limited to loss of profits, loss of data, business interruption, or loss of goodwill, arising out of or in connection with the Services or this Agreement.
- 31.4 Subject to Section 30.2, Wealthyhood's total aggregate liability to you arising out of or in connection with this Agreement and/or the Services (whether in contract, tort, including negligence, breach of statutory duty or otherwise) shall be limited to the higher of the total fees paid by you to Wealthyhood in the twelve (12) months preceding the event giving rise to the claim or EUR 10,000.
- 31.5 Neither Wealthyhood nor the Indemnified Parties shall be liable for non-performance or delays in performing their obligations under this Agreement if caused by events beyond their control. These events include, but are not limited to, natural disasters, war, strikes, pandemics, cyberattacks, government actions, and power outages, where the affected party could not reasonably have prevented the issue or foreseen its occurrence.
- 31.6 Our ability to provide Services relies on third-party providers, such as payment processors and network providers. We are not responsible for any service interruptions or delays caused by third-party service failures and shall not be held liable for any disruption to our Services resulting from such issues.
- 31.7 Any legal fees, costs, and expenses incurred by Wealthyhood in enforcing your obligations or collecting unpaid fees related to your account will be payable by you. This includes any costs associated with defending claims arising from your transactions.

32. **BREACHING THE TERMS OF THIS AGREEMENT**

- 32.1 If you become aware that you have, or may have, breached any of the terms outlined in this Agreement, you are required to inform us immediately by contacting us at hello@wealthyhood.com.

- 32.2 In the event of a breach of this Agreement, you may be held responsible for any losses, damages, or costs incurred by us as a direct or indirect result of your actions. Upon becoming aware of such a breach, whether through your own notification or by other means, we reserve the right to take any or all of the following actions:
- 32.2.1 Immediate, temporary, or permanent suspension of your account and withdrawal of your access to our Services, either in whole or in part.
 - 32.2.2 Termination of this Agreement, which will trigger the process of closing your positions.
 - 32.2.3 Legal action to recover any costs or damages, including but not limited to administrative and legal expenses, on an indemnity basis.
 - 32.2.4 Pursue further legal proceedings to enforce our rights under this Agreement.
 - 32.2.5 Report your actions and provide relevant information to law enforcement authorities or other regulatory bodies as we deem necessary or as required by law.
- 32.3 Without prejudice to any other rights or remedies available under this Agreement or Applicable Law, where we take any action in response to a breach of this Agreement, such action shall be taken in good faith, in a proportionate manner and in accordance with Applicable Law. We shall not be liable for any loss arising from such action except to the extent caused by our gross negligence, wilful misconduct, fraud, or breach of Applicable Law. The actions referred to in this section are not exhaustive, and we may take any other lawful steps reasonably necessary to protect our legitimate interests and to comply with Applicable Law.

33. **DISCLAIMERS & NO WARRANTY**

- 33.1 Our Services and the Wealthyhood platform and app are provided on an "as is" and "as available" basis.
- 33.2 To the maximum extent allowed by applicable law, we disclaim any warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. While we strive to provide accurate and up-to-date information, we do not guarantee the accuracy, completeness, or timeliness of any content.
- 33.3 Any information provided through our Services, including on the Wealthyhood app, does not constitute financial, legal, tax, or investment advice. It is your responsibility

to determine whether any investment strategy or transaction is suitable for your individual circumstances.

- 33.4 Wealthyhood is not responsible for any products or services offered by third parties, even if accessed through our platform or app. You are solely responsible for any interactions or transactions you enter into with third-party providers.

34. **GENERAL**

- 34.1 You are not permitted to transfer or assign your rights or obligations under this Agreement to any third party without our prior written approval. Wealthyhood reserves the right to assign or transfer any of our rights or obligations under this Agreement, provided we notify you in advance and fulfil all legal and regulatory obligations.
- 34.2 No third party, other than those explicitly stated, will have the right to enforce any part of this Agreement or benefit from any of its provisions.
- 34.3 This Agreement, along with any non-contractual obligations, will be governed by the laws of Greece. For any disputes arising in connection with this Agreement, both parties agree to submit to the exclusive jurisdiction of the Greek courts. However, nothing in this clause limits your right to refer complaints to relevant regulatory authorities as outlined in the "Complaints" section, or deprives you of protections afforded by mandatory consumer laws of your country of residence.
- 34.4 This Agreement represents the entire understanding between Wealthyhood and you regarding the Services provided. It supersedes any prior communications, proposals, or agreements, whether oral or written. No terms, whether implied by custom, usage, or course of dealing, will form part of this Agreement unless expressly included by statute or law.
- 34.5 If any term of this Agreement is found to be illegal, invalid, or unenforceable in any jurisdiction, the remaining provisions will remain in full force and effect, and the enforceability of such terms in other jurisdictions will not be affected.
- 34.6 Wealthyhood's failure or delay in enforcing any provision of this Agreement does not waive our right to enforce that provision in the future. Similarly, if Wealthyhood does not act immediately in response to a breach of this Agreement, this does not prevent us from exercising our rights later or in response to other breaches.
- 34.7 Nothing in this Agreement creates or is intended to create a partnership, joint venture, or agency relationship between Wealthyhood and you. Neither party has the authority to bind the other in any way without express consent.

35. **CONSENT**

35.1 It is important to us that you fully understand and agree with this Agreement. If you have any questions or something doesn't make sense, please let us know by emailing us at hello@wealthyhood.com. Unless we agree otherwise in writing, this Agreement applies to all Services we provide to you and any associated work.

35.2 Please note that by agreeing to this Agreement:

35.2.1 You acknowledge receipt of this Agreement and that this Agreement applies to investments you make with us.

35.2.2 You acknowledge that you have read this Agreement carefully.

35.2.3 You authorise the disclosure and transfer of information, on a confidential basis, to group companies, service providers, counterparties, execution venues, regulators and other third parties to the extent necessary for the performance of this Agreement and/or compliance with applicable law and regulatory obligations, subject at all times to applicable data protection and confidentiality requirements.