TERMS AND CONDITIONS

Portfolio Management and Copy Trading Services

smarter-investments.com

operated by

Van Sterling Capital Limited

MFSA Investment Firm Licence No. VANS-IF-9616

Version: April 2026, amended November 2026

> *These Terms and Conditions govern the relationship between Van Sterling Capital Limited and each client who subscribes to the portfolio management and copy trading services offered through the smarter-investments.com platform. Clients should read these Terms carefully before subscribing to any Strategy. By completing the onboarding process and subscribing to a Strategy, the Client confirms that they have read, understood, and accepted these Terms.*

1. SCOPE AND APPLICATION

1.1 These Terms and Conditions ("Terms") apply to all services provided by Van Sterling Capital Limited ("VSC", "the Company", "we"), through the online platform smarter-investments.com and any associated applications (the "Platform"), to retail and professional clients ("Client", "you").

1.2 These Terms form part of the agreement between the Client and VSC (the "Client Agreement"). They are supplemented by the following documents, which the Client also accepts as part of the onboarding process: (a) the Suitability and Appropriateness Assessment; (b) the Risk Disclosure Document; (c) the Privacy Policy; (d) the Best Execution Policy; (e) the Conflicts of Interest Policy; and (f) the Client Categorisation Notice. In the event of any conflict between these Terms and any supplemental document, these Terms shall prevail unless the supplemental document expressly states otherwise.

1.3 The Platform is available exclusively to residents and legal entities established within the European Economic Area ("EEA"). VSC does not provide services to residents of jurisdictions outside the EEA, nor to any person or entity that is subject to restrictions or prohibitions under applicable law, including without limitation residents of the United States of America.

1.4 VSC reserves the right to decline to enter into a Client Agreement or to terminate an existing Client Agreement at its sole discretion, without being required to provide reasons, provided that termination is effected in accordance with Section 17 of these Terms.

1.5 Individual arrangements agreed in writing between VSC and the Client shall take precedence over these Terms to the extent of any inconsistency. No verbal representations by any employee,

representative, or Trading Mentor shall vary or supplement these Terms unless confirmed in writing by VSC.

2. ABOUT VAN STERLING CAPITAL LIMITED

2.1 Van Sterling Capital Limited is a company incorporated under the laws of Malta, registered address Nu Bis Centre, Mosta Road, Lija, MT-LJA9012, Malta. All regulatory obligations, licences, and client protections described in these Terms are those of Van Sterling Capital Limited.

2.2 VSC is licensed and regulated by the Malta Financial Services Authority ("MFSA"), Notabile Road, Attard, BKR3000, Malta, as an investment firm under MiFID II. VSC holds Class 3 Investment Services Licence No. VANS-IF-9616, which authorises the Company to provide the following investment services: (a) discretionary portfolio management; and (b) reception and transmission of orders in relation to one or more financial instruments.

2.3 VSC is a member of the Malta Investor Compensation Scheme ("ICS"), administered by the Malta Financial Services Authority. Eligible clients may be entitled to compensation up to a maximum of EUR 20,000 in the event of the Company's inability to meet its obligations. Further details on the ICS and eligibility criteria are available at www.mfsa.mt.

2.4 VSC is subject to the regulatory supervision of the MFSA. Clients may contact the MFSA at: Malta Financial Services Authority, Notabile Road, Attard, BKR3000, Malta; telephone +356 2144 1155; website www.mfsa.mt.

3. DEFINITIONS

In these Terms, the following expressions carry the meanings set out below:

"Broker" a regulated bank or broker at which the Client maintains a personal securities or trading account for the purpose of executing Trades transmitted by VSC. Approved Brokers are listed in Section 6 of these Terms.

"Client Account" the Client's personal account held with the Broker, which remains at all times the property of and solely accessible by the Client and the Broker.

"Copy Trading" the process by which VSC, acting as Portfolio Manager under a Limited Power of Attorney, transmits the Trading Signals generated by a Trading Mentor to the Client Account at the Broker, resulting in the execution of equivalent Trades on the Client's behalf.

"High Watermark" the highest net asset value of the Client Account at which a Performance Fee has previously been charged, or if no Performance Fee has yet been charged, the initial net asset value at the date of Strategy subscription. Performance Fees are only charged on net profits above the High Watermark.

"Limited Power of Attorney ("LPoA")" the limited, non-custodial authorisation granted by the Client to VSC enabling VSC to instruct the Broker to execute Trades on the Client Account, strictly in

accordance with the Strategy to which the Client has subscribed. The LPoA does not grant VSC any right to transfer, withdraw, or otherwise deal with the Client's funds.

"Management Fee" a periodic fee charged by VSC as a percentage of Assets Under Management, as specified for each Strategy on the Platform.

"Performance Fee" a fee charged by VSC on net profits generated by a Strategy above the High Watermark, as specified for each Strategy on the Platform.

"Platform" the online portal operated by VSC at smarter-investments.com, through which Clients access information about Strategies, complete onboarding, and subscribe to the portfolio management service.

"Portfolio Management Service" the discretionary portfolio management service provided by VSC to the Client, consisting of the selection and ongoing monitoring of Trading Mentors and Strategies, and the transmission of Trading Signals to the Client Account via Copy Trading.

"Strategy" a defined investment approach managed by a Trading Mentor and offered through the Platform, with specified risk parameters, target instruments, fee structure, and documented historical performance.

"Trade" any instruction to buy, sell, open, or close a financial instrument position executed on the Client Account in connection with a Strategy.

"Trading Mentor" an independent professional trader or investment professional who has been qualified by VSC, who manages a master trading account from which Trading Signals are generated, and whose track record and strategy parameters are made available on the Platform.

"Trading Signal" an instruction generated by a Trading Mentor's master account, which VSC transmits to the Client's Broker for execution on the Client Account in accordance with the active Strategy.

"VSC" Van Sterling Capital Limited, MFSA licence VANS-IF-9616, Malta.

4. THE PORTFOLIO MANAGEMENT SERVICE — STRUCTURE AND SCOPE

4.1 Nature of the Service

4.1.1 VSC provides the Client with a discretionary Portfolio Management Service. This means that VSC acts as the Client's portfolio manager and takes responsibility for managing the Client's investments in accordance with the chosen Strategy and the Client's assessed investment profile. The Client does not trade independently or give individual trade instructions; all investment decisions and trade transmissions are made by VSC on the Client's behalf.

4.1.2 The Portfolio Management Service is based on a three-party structure:

(a) Trading Mentor: an independent professional trader who manages a master account, generates Trading Signals, and is responsible for the ongoing performance of the Strategy.

(b) Van Sterling Capital (VSC): acts as Portfolio Manager. VSC qualifies and monitors Trading Mentors, transmits Trading Signals to the Client's Broker, monitors Strategy execution, and is responsible for ongoing suitability oversight.

(c) Client / Broker: the Client holds a personal account with the Broker. All Trades are executed by the Broker on the Client's own account using the Client's own funds. VSC has no access to Client funds and holds no custody over the Client's assets at any time.

4.1.3 The contractual relationship for the execution of Trades exists exclusively between the Client and the Broker. VSC is not a party to the execution contract and is not responsible for the Broker's execution quality, latency, or operational failures. VSC's obligation is limited to the timely and accurate transmission of Trading Signals to the Broker in accordance with the Strategy.

4.2 Role of Trading Mentors

4.2.1 Trading Mentors are independent professionals engaged by VSC as strategy providers. They are not employees of VSC, and their relationship with VSC is governed by separate agreements. Trading Mentors manage their own master accounts and are responsible for the investment decisions that generate Trading Signals.

4.2.2 VSC qualifies Trading Mentors through a defined due diligence process and monitors their ongoing performance, risk management behaviour, and compliance with agreed strategy parameters. VSC retains the right to suspend or terminate a Trading Mentor's participation on the Platform at any time if, in VSC's professional judgement, continued engagement would not be in the interests of Clients.

4.2.3 Strategy descriptions and performance data published on the Platform are principally provided by, or derived from, the relevant Trading Mentor's master account. VSC reviews such information for accuracy and compliance, but the Client acknowledges that Trading Mentors are the primary source of strategy content. No strategy description constitutes investment advice or a personal recommendation by VSC.

4.2.4 Past performance of any Strategy or Trading Mentor is not a reliable indicator of future results. Performance data shown on the Platform reflects historical returns of the master account and may differ from the returns achieved by any individual Client Account due to factors including execution differences, account size, timing of subscription, and market conditions at the time of Copy Trading.

4.3 Execution Differences in Copy Trading

4.3.1 The Client acknowledges that Trades executed on the Client Account may differ from those executed on the Trading Mentor's master account. Such differences may arise due to: (a) timing delays between signal generation and Broker execution; (b) differences in execution prices due to market movement during transmission; (c) spreads, slippage, and liquidity conditions at the time of execution; (d) minimum lot or position-size requirements specific to the Client's Broker or account type; (e) differences in account size relative to the master account, affecting proportional position sizing; and (f) any restrictions or conditions specific to the Client Account.

4.3.2 VSC shall not be liable for execution differences arising from causes outside VSC's operational control, including without limitation Broker system failures, market conditions, internet connectivity issues, or force majeure events.

4.4 Information Services

4.4.1 VSC may, from time to time, provide Clients with market analyses, newsletters, educational content, platform tutorials, webinars, or live support (collectively, "Information Services"). Information Services are provided as a supplementary courtesy and do not form part of the Portfolio Management Service. They do not constitute investment advice or a personal recommendation and may be discontinued by VSC at any time without notice.

4.4.2 Information Services rely in part on data obtained from third-party providers. VSC makes reasonable efforts to ensure the accuracy and timeliness of such information but accepts no liability for errors, omissions, or delays in third-party data, or for any reliance placed upon Information Services by the Client.

4.5 Use of AI-Assisted Tools

4.5.1 VSC uses AI-assisted software tools ("AI Tools") to support administrative and reporting tasks, in particular the calculation and verification of Management Fees and Performance Fees (including the High Watermark), the preparation of invoices and fee statements, the preparation of client and regulatory reports, and the drafting and translation of client correspondence.

4.5.2 AI Tools are not used to take investment decisions, to select financial instruments, to generate Trading Signals, to assess suitability or appropriateness, or to take decisions with legal or similarly significant effects for the Client on a solely automated basis.

4.5.3 Every output of an AI Tool is checked against the Broker's statements and approved by a responsible member of VSC's staff before it is sent to the Client or used to instruct a fee deduction. VSC remains fully responsible for its fee calculations, invoices and reports; the use of AI Tools does not reduce VSC's obligations or extend the limitations of liability in Section 13.

4.5.4 The use of AI Tools forms an integral part of the Portfolio Management Service, and VSC does not offer the service without it. A Client who does not wish VSC to use AI Tools may terminate the Client Agreement in accordance with Section 17.2. If an existing Client does not consent to the introduction of this Section 4.5, VSC may terminate the Client Agreement in accordance with Section 17.4; until termination takes effect, the Client's data is not processed with AI Tools. Further details are set out in the Client Agreement (Clause 14.8) and in VSC's Privacy Policy.

5. CLIENT ONBOARDING AND SUITABILITY

5.1 Pre-Subscription Access

5.1.1 Prospective clients may register on the Platform using their name, email address, and basic contact information in order to browse Strategy information, view performance data, and

access educational content. This pre-subscription access does not constitute the provision of an investment service and does not require completion of the suitability assessment.

5.1.2 Clients are not permitted to subscribe to any Strategy or grant a Limited Power of Attorney until the full onboarding process — including identity verification, KYC/AML assessment, and suitability assessment — has been successfully completed and accepted by VSC.

5.2 Identity Verification and KYC/AML

5.2.1 In accordance with applicable anti-money laundering and counter-terrorist financing legislation, all Clients must complete identity verification before accessing the Portfolio Management Service. This requires the provision of: (a) a valid government-issued identity document (passport or national identity card); (b) proof of residential address not more than three months old (utility bill, bank statement, or official correspondence); and (c) any further documentation VSC or its appointed verification provider may reasonably require.

5.2.2 VSC uses a third-party digital onboarding and compliance service provider to process identity verification and KYC/AML screening. By proceeding with onboarding, the Client consents to the processing of their personal data by such provider for these purposes. Further details are set out in VSC's Privacy Policy.

5.2.3 The Client is solely responsible for the truthfulness, accuracy, and completeness of all information provided during onboarding. VSC performs formal verification of identity documents and compliance screening but does not independently verify the factual accuracy of all information provided. The Client's failure to provide accurate information constitutes a material breach of these Terms.

5.3 Suitability and Appropriateness Assessment

5.3.1 Prior to subscribing to any Strategy, the Client must complete VSC's three-pillar suitability and appropriateness assessment ("Assessment"). The Assessment evaluates: (a) the Client's financial situation, investment capacity, and sustainability of potential losses (Pillar 1 — Suitability); (b) the Client's investment knowledge and experience with relevant financial instruments (Pillar 2 — Appropriateness); and (c) the Client's investment objectives, risk tolerance, and investment horizon (Pillar 3 — Risk Profile).

5.3.2 The outcome of the Assessment determines which Strategies are available to the Client. Strategies are classified by risk level and are accessible only to Clients whose Assessment score meets or exceeds the minimum threshold applicable to that Strategy. VSC will not permit a Client to subscribe to a Strategy that exceeds their assessed risk tolerance or suitability classification.

5.3.3 The Client has an ongoing obligation to keep their Assessment information up to date. The Client must notify VSC promptly if there is any material change in their financial situation, investment objectives, or personal circumstances that may affect their Assessment outcome. VSC reserves the right to require the Client to complete a revised Assessment at any time, and to restrict Strategy access pending completion of such a revised Assessment.

5.3.4 The Assessment does not guarantee the suitability of any Strategy for the Client's individual circumstances. The Client retains responsibility for satisfying themselves as to the appropriateness of any investment decision, and is encouraged to seek independent financial advice if in any doubt.

5.3.5 VSC reserves the right to decline to onboard any prospective client, or to restrict a Client's access to all or any Strategies, at its reasonable discretion, including where the Client's Assessment outcome indicates that no available Strategy is suitable or appropriate.

6. BROKER ACCOUNT AND LIMITED POWER OF ATTORNEY

6.1 Approved Brokers

6.1.1 To use the Portfolio Management Service, the Client must hold a personal account with the relevant Approved Broker for the instruments involved in the chosen Strategy. VSC routes Trading Signals to different Approved Brokers depending on the instrument class: Swissquote Bank SA (Switzerland) is used for non-leveraged instruments, and Swissquote Capital Markets LTD (Cyprus) is used for CFD and leveraged strategies, and Freedom Finance Europe Ltd (Cyprus) is generally used for accounts with an investment amount of EUR 10,000 or more, for Strategies using all customary financial instruments except CFDs. A Client subscribing to a Strategy that involves CFDs will be required to hold an account with the Cyprus entity; a Client subscribing only to non-leveraged strategies will hold an account with the Swiss entity. Where a Strategy encompasses both instrument types, accounts with both entities may be required. The currently approved brokers are:

(a) Swissquote Bank SA, Switzerland — appointed for the execution of instruments including equities, bonds, funds, and exchange-traded products;

(b) Swissquote Capital Markets LTD (Cyprus), a Cyprus Investment Firm regulated by the Cyprus Securities and Exchange Commission (CySEC) — appointed for the execution of contracts for difference (CFDs) and other leveraged instruments;

(c) Freedom Finance Europe Ltd (Freedom24), Christaki Kranou 20, Freedom Tower, 5th Floor, 4041 Germasogeia, Limassol, Cyprus, a Cyprus Investment Firm regulated by the Cyprus Securities and Exchange Commission (CySEC) under licence no. 275/15 — appointed, generally for accounts with an investment amount of EUR 10,000 or more, for the execution of all customary financial instruments with the exception of contracts for difference (CFDs); Strategies involving CFDs are not executed through Freedom Finance Europe Ltd; and

(d) any other broker approved by VSC and published on the Platform from time to time.

6.1.2 VSC may add or remove Approved Brokers at its discretion. Where a Client's Broker is removed from the approved list, VSC will notify the Client and provide a reasonable period for the Client to transfer their account to another Approved Broker before Strategy execution is suspended.

6.1.3 The Client contracts directly with the Broker and the Broker's own terms and conditions govern that relationship. VSC has no responsibility for the Broker's operations, solvency, regulatory status, or the quality of execution of Trades. The Client should ensure they have read and understood the Broker's terms, fee schedules, and risk disclosures prior to opening a Broker account.

6.2 Limited Power of Attorney

6.2.1 As a condition of subscribing to a Strategy, the Client grants VSC a Limited Power of Attorney ("LPoA") authorising VSC to instruct the Broker to execute Trades on the Client Account in accordance with the chosen Strategy.

6.2.2 The LPoA is strictly limited to: (a) the transmission of buy, sell, open, and close instructions to the Broker in relation to financial instruments within the scope of the active Strategy; (b) any ancillary instructions reasonably necessary for the execution and management of open positions under the Strategy; and (C) charge the agreed management as well as performance fees.

6.2.3 The LPoA expressly excludes any right on the part of VSC to: (a) withdraw funds from the Client Account; (b) transfer assets from the Client Account to any third party or to VSC; (c) pledge, encumber, or otherwise deal with the Client's assets; or (d) take any action outside the scope of the active Strategy without the Client's express written consent.

6.2.4 The LPoA takes effect upon VSC's acceptance of the Client's Strategy subscription and remains in force for the duration of the subscription. It may be revoked by the Client at any time by terminating the Strategy subscription in accordance with Section 10, subject to the requirement that all open positions within that Strategy be closed prior to or at the time of revocation.

6.3 Client Funds and Asset Segregation

6.3.1 The Client's funds are held exclusively at the Broker in the Client's own name. VSC does not hold, accept, control, or have access to Client funds at any time. VSC does not act as custodian.

6.3.2 The protections applicable to the Client's funds are those of the Broker's regulatory environment and applicable investor protection schemes. The Client should satisfy themselves as to the adequacy of such protections before depositing funds with any Broker.

7. STRATEGIES — SELECTION, SUBSCRIPTION, AND MONITORING

7.1 VSC selects and qualifies Trading Mentors, and presents their Strategies on the Platform. Each Strategy page includes, at a minimum: the Strategy name and a description of the investment approach; the instruments traded and markets targeted; the risk classification level; historical performance data (with appropriate disclaimers); the Management Fee and Performance Fee applicable to that Strategy; and the minimum recommended account size.

7.2 The Client may subscribe to one or more Strategies simultaneously, subject to their Assessment outcome and any account-size requirements specified by VSC. Subscribing to multiple

Strategies carries cumulative risk, and the Client should ensure that the aggregate risk of all subscribed Strategies is consistent with their overall investment profile.

7.3 Following subscription and activation of the LPoA, VSC will begin transmitting Trading Signals from the relevant Trading Mentor's master account to the Client's Broker. Signal transmission operates in near real-time, subject to connectivity, Broker processing times, and market conditions.

7.4 VSC continuously monitors the performance of each Strategy and the conduct of each Trading Mentor against the agreed strategy parameters. Where VSC identifies material deviations from stated parameters, a deterioration in risk management, or other conduct inconsistent with client interests, VSC may suspend or terminate the Strategy, notify affected Clients, and take such further action as VSC reasonably considers appropriate in the Client's interests.

7.5 If a Trading Mentor ceases to provide signals, becomes unavailable, or is removed from the Platform, VSC will notify affected Clients as promptly as possible. Open positions held on the Client Account at the time of suspension remain the Client's sole responsibility, and the Client should take appropriate action in consultation with their Broker to manage those positions.

8. FEES AND CHARGES

8.1 Management Fee

8.1.1 VSC charges a Management Fee as a percentage of the net asset value of the assets under the Strategy on the Client Account ("Strategy AUM"), calculated monthly in arrears. The applicable Management Fee rate is specified on each Strategy's page on the Platform and is confirmed at the time of subscription.

8.1.2 The Management Fee is charged regardless of Strategy performance. It compensates VSC for the ongoing monitoring of the Trading Mentor, the transmission of Trading Signals, platform operations, regulatory compliance, and client services.

8.2 Performance Fee

8.2.1 Where specified for a Strategy, VSC charges a Performance Fee on net profits generated above the High Watermark. The Performance Fee rate is set out on each Strategy's page and confirmed at subscription.

8.2.2 Performance Fees are calculated and charged monthly in arrears. They are only levied on net new profits: where the Client Account value in respect of a Strategy has declined below the High Watermark, no Performance Fee is charged until all prior losses have been recovered and the net asset value exceeds the High Watermark.

8.2.3 The High Watermark resets only upon full withdrawal by the Client from a Strategy. Partial withdrawals do not reset the High Watermark. Upon resubscription to a Strategy after a full withdrawal, a new High Watermark is established at the net asset value on the date of resubscription.

8.3 Fee Collection

8.3.1 Management Fees and Performance Fees are collected by instructing the Broker to deduct the applicable fee amount from the Client Account and remit it to VSC. The Client explicitly authorises VSC to instruct such deductions as part of the LPoA. Monthly fee statements are made available through the broker-statements and may also be delivered by email.

8.3.2 Fees are calculated based on the net asset value of the relevant Strategy positions on the Client Account at month-end. The Client may request an itemised fee breakdown at any time by contacting VSC.

8.3.3 Fee calculations and fee statements may be prepared with the support of AI Tools in accordance with Section 4.5. The calculation method set out in this Section 8 is not affected. If an error is identified, VSC will correct it without undue delay and refund or credit any amount charged in excess.

8.4 Broker Costs and Third-Party Charges

8.4.1 All execution costs, spreads, commissions, financing charges, overnight swap rates, currency conversion fees, and other charges levied by the Broker are entirely separate from VSC's fees and are governed by the Client's agreement with the Broker. The Client is solely responsible for these costs.

8.4.2 VSC does not receive any commission, fee or other remuneration from Approved Brokers or other third parties in connection with the Portfolio Management Service. VSC's only remuneration for the Portfolio Management Service is the Management Fee and the Performance Fee of the relevant Strategy. Where a person opens an account with Freedom Finance Europe Ltd as a self-directed trader, without portfolio management by VSC, VSC may receive a commission from Freedom Finance Europe Ltd; such self-directed accounts are not covered by these Terms, and the arrangement is disclosed in VSC's Conflicts of Interest Policy. The commission is a share of the fees Freedom Finance Europe Ltd itself charges and is not an additional charge to the account holder. As soon as such a person enters into an agreement with VSC, VSC no longer receives any commission from Freedom Finance Europe Ltd in respect of that person.

8.4.3 No advisory fees, subscription fees, or other charges shall be imposed by VSC on the Client beyond the Management Fee and Performance Fee specified for the relevant Strategy, without prior written agreement.

8.4.4 Tax reports (Swissquote Bank SA, Switzerland). The Client is responsible for finding out from the competent tax authority which reports and statements must be submitted with the tax return. Swissquote Bank SA charges the Client directly for tax reports; these fees are not charged by VSC. As at November 2026 they amount to CHF 200 plus Swiss VAT for 1 to 39 transactions, CHF 325 plus Swiss VAT for 40 to 99 transactions and CHF 540 plus Swiss VAT for more than 99 transactions per reporting period. These fees may change; the amount in Swissquote's current tariff applies. The Client should consider these costs carefully in relation to the amount invested, as they may weigh significantly on the net return of smaller accounts or of accounts

with a high number of transactions. Further details are set out in VSC's Costs and Charges Disclosure.

9. CLIENT RIGHTS AND CONTROLS

9.1 The Client retains at all times the right to: (a) view all open positions and account activity on their Client Account through the Broker's systems; (b) close any open position manually through the Broker's platform in case the broker grants this right (the Client should note that manually closing a position may affect the integrity of the Strategy and should contact VSC before doing so); (c) stop or pause the transmission of Trading Signals at any time by suspending the Strategy subscription through the Platform; (d) withdraw funds from the Client Account at any time, subject to open margin or position requirements imposed by the Broker; and (e) terminate the Client Agreement with VSC in accordance with Section 17.

9.2 The Client acknowledges that requests to cease signal transmission, close positions, or withdraw funds may not be executed instantaneously due to market conditions, Broker processing times, or open order queues. VSC will act on such requests promptly but cannot guarantee same-day execution in all circumstances.

10. STRATEGY TERMINATION AND WITHDRAWAL

10.1 The Client may terminate a Strategy subscription at any time by submitting a termination request through the Platform or in writing to VSC. Following receipt of the termination request, VSC will cease transmitting new Trading Signals for that Strategy. Existing open positions will not be automatically closed by VSC unless the Client explicitly requests this.

10.2 Where the Client requests the closure of all open positions associated with a Strategy upon termination, VSC will instruct the Broker accordingly. The timing and prices of such closures are subject to Broker execution and prevailing market conditions; VSC accepts no liability for the financial outcome of position closures instructed on the Client's request.

10.3 VSC may terminate a Strategy on a Client Account where: (a) the Strategy is withdrawn from the Platform; (b) the relevant Trading Mentor is removed or becomes unavailable; (c) the Client's Account falls below the minimum account size required by the Strategy; (d) the Client has failed to maintain an account with an Approved Broker; or (e) VSC reasonably determines that continuation of the Strategy would be inconsistent with the Client's assessed suitability profile. VSC will provide reasonable advance notice of termination under this clause where circumstances permit.

11. CLIENT OBLIGATIONS

11.1 The Client shall at all times maintain a properly opened and funded account with an Approved Broker, with access rights granted to VSC via the LPoA.

11.2 The Client shall ensure that sufficient margin and liquidity are maintained on the Client Account to support the transmission and execution of Trading Signals. VSC accepts no liability for failed or partial trade executions arising from insufficient margin or account balance.

11.3 The Client shall notify VSC promptly of any change in their personal circumstances, financial situation, investment objectives, or contact information that may be material to their Client Agreement or suitability assessment. The Client shall also notify VSC immediately if: (a) they cease to be resident in the EEA; (b) they become subject to any legal restriction on investing; (c) their Broker account is suspended, restricted, or closed; or (d) any other event occurs that affects their ability to perform their obligations under these Terms.

11.4 The Client shall not engage in any activity that disrupts or interferes with the Platform, the Copy Trading infrastructure, or the accounts of other Clients. The Client shall not attempt to reverse-engineer, copy, or exploit any data or algorithms used in connection with any Strategy.

11.5 The Client shall indemnify and hold VSC harmless from and against any claim, loss, liability, cost, or expense (including reasonable legal fees) arising from: (a) a breach by the Client of their obligations under these Terms; (b) inaccurate or incomplete information provided by the Client during onboarding or thereafter; or (c) any action taken by the Client on their Broker account that interferes with Strategy execution.

12. RISK WARNINGS

> *The following risk warnings do not constitute a complete description of all risks associated with the Portfolio Management Service. Clients should read VSC's dedicated Risk Disclosure Document before subscribing to any Strategy.*

12.1 Financial instruments including equities, bonds, exchange-traded funds, contracts for difference ("CFDs"), foreign exchange instruments, and commodity derivatives involve a significant risk of loss. The value of investments can fall as well as rise, and past performance is not a reliable indicator of future results. Clients may lose some or all of the capital they invest.

12.2 Strategies that involve leveraged instruments, including CFDs, carry a materially higher level of risk and can result in losses that exceed the initial amount invested. CFDs on the Platform are not offered for self-directed trading; they are managed exclusively as part of VSC's Portfolio Management Service. However, the risks associated with the underlying leveraged instruments remain and are borne by the Client.

12.3 Copy Trading involves specific risks that differ from direct investment, including: (a) execution differences that may result in materially different outcomes between the master account and the Client Account; (b) the risk that the Trading Mentor's strategy or risk behaviour changes without immediate notice; (c) the risk of operational failures in signal transmission causing delayed or missed executions; and (d) the risk that the Trading Mentor ceases to operate, is removed, or becomes unavailable, leaving open positions on the Client Account that require the Client's attention.

12.4 Clients should only invest funds that they can afford to lose without materially affecting their lifestyle or financial security. Clients with limited financial reserves, significant financial obligations, or a short-term liquidity requirement should exercise particular caution.

12.5 Market risks include but are not limited to: price volatility, currency risk, interest rate risk, geopolitical events, issuer-specific events, market liquidity risk, and regulatory or legal changes affecting the instruments within a Strategy.

12.6 Technology and operational risks include the risk of internet connectivity failure, platform downtime, Broker system failure, and delays or errors in signal transmission. VSC maintains reasonable operational standards to mitigate these risks but cannot guarantee uninterrupted service.

12.7 VSC does not provide tax advice. The tax treatment of investment income, gains, and losses will depend on the Client's individual circumstances and the laws of the Client's country of tax residence. The Client should seek independent tax advice.

12.8 VSC does not provide legal advice. Nothing in these Terms or any communication from VSC constitutes legal advice, and the Client should seek independent legal counsel for any legal questions.

13. LIABILITY

13.1 VSC shall be liable to the Client for direct losses arising from VSC's own wilful misconduct or gross negligence in the performance of its obligations under these Terms.

13.2 In cases of ordinary negligence, VSC's liability shall be limited to: (a) direct losses arising from injury to life, limb, or health; and (b) direct losses arising from the breach of a material contractual obligation that is fundamental to the proper performance of the service and upon which the Client is entitled to rely. In such cases, VSC's liability shall be limited to the amount of fees paid by the Client to VSC in the twelve-month period immediately preceding the event giving rise to the claim.

13.3 VSC shall not be liable for: (a) loss of profit, revenue, business, or opportunity; (b) consequential, indirect, or special losses of any kind; (c) losses arising from the Client's failure to comply with their obligations under these Terms; (d) losses arising from actions or omissions of the Broker, the Trading Mentor, or any other third party; (e) losses arising from market conditions, including volatility, illiquidity, or price gaps; (f) losses arising from force majeure events, including natural disasters, war, regulatory actions, exchange closures, or systemic infrastructure failures; or (g) technical failures of the Platform caused by circumstances outside VSC's direct control.

13.4 The Platform and the Information Services are provided on an "as is" basis. Despite maintaining high technical standards, VSC cannot guarantee uninterrupted access to the Platform. Planned maintenance and unforeseen outages may occur. VSC will endeavour to provide advance notice of planned maintenance.

13.5 The limitations and exclusions of liability set out in this Section apply to VSC's officers, directors, employees, agents, and representatives to the same extent as they apply to VSC. Nothing in these Terms shall exclude liability that cannot be excluded under applicable law, including

without limitation any liability arising under the Investment Services Act (Cap. 370 of the Laws of Malta) or applicable MiFID II implementing legislation.

14. CONFLICTS OF INTEREST

14.1 VSC has established and maintains a Conflicts of Interest Policy identifying actual and potential conflicts of interest arising in connection with its business activities, including commissions VSC may receive from Freedom Finance Europe Ltd for self-directed accounts outside the Portfolio Management Service, the selection of Trading Mentors, and the management of multiple Client accounts subject to the same Strategies.

14.2 VSC receives no remuneration from Approved Brokers in connection with the Portfolio Management Service (see Section 8.4.2). Any commission VSC receives from Freedom Finance Europe Ltd for self-directed accounts is disclosed in VSC's Conflicts of Interest Policy. VSC's obligations under MiFID II to act honestly, fairly, and professionally in the best interests of the Client are not affected by such arrangements, and VSC does not select or recommend a Broker for the Portfolio Management Service on the basis of any such commission.

14.3 VSC ensures that Trading Mentor selection is based on professionally assessed criteria including strategy quality, risk management, performance consistency, and suitability for the Client base. Trading Mentor compensation structures are designed to align the interests of the Trading Mentor with those of Clients.

14.4 The full Conflicts of Interest Policy is available on the Platform and on request from VSC.

15. DATA PROTECTION

15.1 VSC processes personal data provided by the Client in accordance with Regulation (EU) 2016/679 (the General Data Protection Regulation, "GDPR"), the Data Protection Act (Cap. 586 of the Laws of Malta), and VSC's Privacy Policy.

15.2 Personal data is collected and processed for the following purposes: (a) the provision and administration of the Portfolio Management Service; (b) compliance with applicable regulatory and legal obligations, including KYC/AML requirements; (c) the management of the Client relationship, including communications, account administration, and fee collection; (d) the detection and prevention of financial crime; and (e) regulatory reporting where required.

15.3 VSC may share Client data with: (a) Approved Brokers, to the extent necessary to execute the LPoA and manage the Strategy; (b) VSC's compliance service provider and identity verification platform; (c) relevant regulatory authorities including the MFSA; (d) any professional advisers bound by equivalent confidentiality obligations; and (e) providers of AI Tools acting as VSC's processors, in accordance with Section 15.5.

15.4 Clients have the right to access, correct, restrict, or request the deletion of their personal data, subject to applicable legal and regulatory retention requirements. Data protection requests

should be addressed to VSC at info@vansterling.com. Further details on data subjects' rights and VSC's data retention practices are set out in the Privacy Policy, available on the Platform.

15.5 Where AI Tools are used under Section 4.5, VSC currently uses Claude, provided by Anthropic Ireland, Limited, Dublin, Ireland, under commercial terms including a data processing agreement pursuant to Article 28 GDPR. The provider processes Client data only on VSC's instructions and is contractually prohibited from using it to train its AI models. Transfers to sub-processors outside the EEA take place only on the basis of an adequacy decision or standard contractual clauses. VSC enters only the data necessary for the task, pseudonymises data where practicable and does not enter identity documents. The Client authorises VSC to disclose confidential information to such providers to the extent necessary for the purposes in Section 4.5.1; the providers are bound by equivalent confidentiality obligations.

16. COMPLAINTS

16.1 VSC is committed to providing high-quality services. Clients who are dissatisfied with any aspect of VSC's service should contact VSC's client relations team in the first instance: by email at info@vansterling.com, by telephone at +356 27 780179 (Monday to Friday, 10:00 to 19:00 CET), or in writing to Van Sterling Capital Limited, Nu Bis Centre, Mosta Road, Lija, MT-LJA9012, Malta.

16.2 VSC will acknowledge receipt of a complaint within five business days and will provide a substantive response within fifteen business days of receipt. Where a complaint requires more extensive investigation, VSC will notify the Client of the expected timeframe for resolution.

16.3 If the Client is not satisfied with VSC's response, the Client may refer the matter to the MFSA, whose contact details are provided in Section 2.4 of these Terms. The Client may also have the right to refer certain disputes to the Office of the Arbiter for Financial Services in Malta, depending on the nature of the complaint and the Client's classification. A complaint submission form is available on the Platform and on request from VSC.

17. TERM AND TERMINATION

17.1 These Terms enter into force on the date VSC confirms acceptance of the Client's onboarding application and remain in force until terminated in accordance with this Section.

17.2 The Client may terminate the Client Agreement at any time by providing written notice to VSC. VSC will process the termination within five business days of receipt of the notice, following which: (a) VSC will cease transmitting Trading Signals to the Client Account; (b) the LPoA will be revoked; and (c) the Client will be responsible for managing any open positions on the Client Account directly with the Broker.

17.3 VSC may terminate the Client Agreement with immediate effect upon written notice to the Client if: (a) the Client is in material breach of these Terms and fails to remedy such breach within fifteen business days of receiving written notice; (b) the Client's identity verification or

KYC/AML status changes such that VSC is no longer able to serve the Client compliantly; (c) the Client is no longer an EEA resident or becomes subject to a restriction that prohibits VSC from serving them; (d) VSC is required to terminate the relationship by a regulatory authority or applicable law; or (e) VSC reasonably determines that continued association poses a material legal, regulatory, reputational, or financial risk to VSC.

17.4 VSC may terminate the Client Agreement on thirty days' written notice for any other reason, including a decision to cease operations, to discontinue the Platform, or to withdraw a particular category of service.

17.5 Upon termination for any reason, all outstanding fees accrued up to the date of termination shall become immediately due and payable. Termination does not affect any rights or obligations that have accrued prior to the effective date of termination.

18. AMENDMENTS TO THESE TERMS

18.1 VSC may amend these Terms from time to time in order to reflect changes in applicable law or regulation, MFSA guidance, changes to the Platform's services or fee structures, or other operational requirements.

18.2 Clients will be notified of material amendments in writing or by email at least thirty days before the amendments take effect. Minor amendments that do not materially affect the Client's rights or obligations may take effect with shorter notice.

18.3 If the Client does not object to the proposed amendments within the notice period, the amendments shall be deemed accepted. If the Client objects, they may terminate the Client Agreement in accordance with Section 17.2 before the amendments take effect, without penalty.

18.4 Notwithstanding Section 18.3, amendments that extend the purposes of processing of the Client's data, the categories of recipients of such data, or the disclosure of confidential information to third parties require the Client's express consent, which may be given electronically. If the Client does not consent, VSC may terminate the Client Agreement in accordance with Section 17.4.

19. GOVERNING LAW AND JURISDICTION

19.1 These Terms and all legal relationships between VSC and the Client shall be governed by and construed in accordance with the laws of Malta, including applicable European Union law and MiFID II implementing legislation.

19.2 The Maltese courts shall have non-exclusive jurisdiction over any dispute arising from or in connection with these Terms. Where the Client is a consumer resident in another EEA Member State, the Client may also have the right to bring proceedings before the courts of their country of residence. Nothing herein shall restrict the Client's mandatory consumer-protection rights under the law of their country of residence.

19.3 Before initiating formal proceedings, the Client is encouraged to use VSC's internal complaints process as described in Section 16.

20. GENERAL PROVISIONS

20.1 These Terms, together with the documents listed in Section 1.2, constitute the entire agreement between VSC and the Client in respect of the Portfolio Management Service and supersede all prior representations, discussions, and agreements.

20.2 If any provision of these Terms is found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, and all remaining provisions shall continue in full force and effect.

20.3 VSC's failure to exercise or delay in exercising any right or remedy under these Terms shall not constitute a waiver of that right or remedy. No single or partial exercise of any right or remedy shall preclude any further exercise thereof.

20.4 The Client may not assign or transfer any rights or obligations under these Terms to any third party without VSC's prior written consent. VSC may, with prior written notice to the Client, assign its rights and obligations under these Terms to a successor entity in connection with a merger, acquisition, or regulatory restructuring, provided that the Client's rights are not materially diminished.

20.5 All notices and communications under these Terms shall be in writing. VSC will communicate with the Client by email to the address provided during onboarding. The Client should notify VSC promptly of any change to their email address or contact details.

20.6 VSC makes no representation that the services described in these Terms are available or appropriate for use outside the EEA. Accessing the Platform from a jurisdiction outside the EEA is the Client's own initiative and risk.

Van Sterling Capital Limited · MFSA Licence VANS-IF-9616

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Trading in financial instruments involves significant risk of loss and is not suitable for all investors. Past performance is not a reliable indicator of future results. Please ensure you have read and understood the Risk Disclosure Document before subscribing to any Strategy.