

AUTO-BID INVEST AGREEMENT

This Auto-Bid Invest Agreement (the "Agreement") is made between:

- (1) Eurivex Ltd, a company incorporated in Cyprus under No. HE255430 whose business office address is at 18 Kyriacou Matsi Avenue, 1st floor 101, Nicosia 1082 Cyprus ("Eurivex"); and
- (2) You (the "Investor"), an approved Eurivex client with access to the Eurivex Platform.

This Agreement sets out the terms and conditions that govern the use you make of Auto-Bid Invest and or Auto-Bid Reinvest ("Auto-Bid Invest") , and by enabling Auto-Bid Invest you hereby agree to abide by all such terms and conditions.

1. Background

The Investor wishes to use the automated order execution service provided by Eurivex ("Auto-Bid Invest") to make investments in certain investment strategies on the Eurivex Platform that meet the Auto-Bid Invest Criteria set by the Investor.

2. Auto-Bid Invest Process

- 2.1. The Investor authorises Eurivex to execute investments in any investment strategies available on the Eurivex Platform based on the risk profile and risk tolerance as determined by the investor from time to time.
- 2.2. Whenever a trade finance deal on the Eurivex Platform meets and satisfies the specified investment strategy criteria, the Auto-Bid Invest will automatically execute an investment in the available investment strategy (an "Auto-Bid Investment"). Investor will be notified of the Auto-Bid Investment and will be provided with access to the applicable investment transaction by email. The same information will also be available on the investor dashboard. At the time of each Auto-Bid Invest Investment, Investor will be deemed to have agreed to the terms set forth in the applicable investment strategy.
- 2.3. The Auto-Bid Invest Investment amount will be calculated by the Eurivex platform by maximising the amount of Performance Linked Notes ("the Notes") made available in the investment strategy that the Investor can purchase without exceeding the Maximum Investment Amount. This means that Auto-Bid Invest Investment amounts will vary across several deals or trade finance transactions the Investor makes and may be less than the Maximum Investment Amount, but under no circumstances will the Auto-Bid Invest Investment amount exceed the Maximum Investment Amount.

- 2.4. An investment strategy is deemed to satisfy the Auto-Bid Invest Criteria at the time that the Auto-Bid Invest Investment is made. Should an investment strategy cease to meet any of the Auto-Bid Invest Criteria after the Auto-Bid Invest Investment has been made, the Auto-Bid Invest Investment will not be cancelled by Eurivex and Eurivex will not notify the Investor that the investment strategy no longer meets the Auto-Bid Invest Criteria. As a result, it is possible that the Investor may make an Auto-Bid Invest Investment in an investment strategy that does not satisfy the Auto-Bid Invest Criteria.
- 2.5. The Investor may cancel an Auto-Bid Invest Investment in accordance with the terms of the applicable investment agreement.

3. Payment

- 3.1. The Investor will be required to deposit sufficient funds in his or her Account with Eurivex in advance of making any investments using Auto-Bid Invest. All investments made by means of Auto-Bid Invest will be paid for using the funds available in the Investor's Investment Account, regardless of whether the funds were deposited in connection with Auto-Bid Invest.
- 3.2. If there are insufficient funds in the Investor's Investment Account to fund an investment that meets the Auto-Bid Invest Criteria, the Auto-Bid Invest Investment will not be executed. The Investor's use of Auto-Bid Invest will be suspended until the Investor deposits sufficient funds in his/her Account to resume Auto-Bid Invest.

4. Modification or Termination

- 4.1. The Investor can change the Auto-Bid Invest Criteria or cancel Auto-Bid Invest at any time by logging into the Eurivex Platform. Any changes made to the Auto-Bid Invest Criteria will apply to future investments and will not apply retrospectively to previous Auto-Bid Invest Investments already made.
- 4.2. Eurivex may amend the terms of this Agreement at any time. If Eurivex amends the Agreement in a manner that affects any of the Investor's substantive rights, Eurivex will notify the Investor of the amendments at least 10 working days before they take effect. Such notification may occur by email, by notice to the Investor when logging onto the Eurivex Platform or by other means. If the Investor does not object to an amendment by the means given in the notice prior to the amendment taking effect, the Investor will be deemed to have agreed to the amendment. If the Investor objects, such amendment will not be effective with respect to the Investor, but his or her

rejection will be deemed to constitute the Investor's notice of termination of his or her use of Auto-Bid Invest.

4.3. Eurivex may terminate this Agreement or Auto-Bid Invest without prior notification.

5. Obligations of Eurivex

5.1. Eurivex has no discretion in relation to Investor's Auto-Bid Invest selection criteria in the specific deals or the Auto-Bid Invest Investments except in defining any algorithms used as part of the Auto-Bid Invest Criteria and as set out in the investment agreement that applies to each Auto-Bid Invest Investment. The role of Eurivex is simply to arrange deals on a first-come-first serve basis in line with the objective Auto-Bid Invest Criteria that Investor has chosen. Eurivex does not provide advice or recommendations with respect to any aspect of transactions conducted through the Platform, including through use of Auto-Bid Invest.

5.2. Eurivex shall not be liable to the Investor, and hereby disclaims to the fullest extent permissible by law all liability, for:

5.2.1. Any losses or damages resulting from or related to actions taken or omitted to be taken by Eurivex in connection with matters contemplated by this Agreement, except to the extent that such losses are the direct result of fraud, willful default or gross negligence on the part of Eurivex; or

5.2.2. Any direct, indirect, consequential, special or punitive loss, damage, cost or expense, unforeseeable losses or damages, loss of profit, loss of business, lost or wasted management time or time of other employees, loss of reputation, depletion of goodwill or loss, damage or corruption of data, delays in repayment of trade finance facilities granted to companies to whom trade finance facilities have been granted, bankruptcy of companies to whom trade finance facilities have been granted, loss or decline in the credit rating of Republic of Cyprus and the ratings of companies to whom trade finance facilities have been extended.

6. Data and Data Protection

For the purposes of this Agreement and in connection with the Investor's use of the Platform and/or Auto-Bid Invest, Eurivex may disclose certain of the Investor's Personal Data to any of

its affiliates or partners which it contracts with or employs in connection with Eurivex's provision of services (including those based in other jurisdictions), or to any tax, statutory or regulatory authority as required by such authority. The Investor must ensure that the Personal Data set out in the Investor's profile is correct and up to date. For further information on how Eurivex uses the Investor's Personal Data, please see our [Terms and Conditions](#).

7. No Partnership or Agency

This Agreement shall not be construed so as to create a partnership or joint venture between the Parties. Nothing in this Agreement shall be construed so as to constitute any of the Parties the agent of another.

8. No Waiver

No failure or delay by any Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by any Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

9. Severability

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

10. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes and replaces all previous agreements and understandings between the Parties, with respect to the matters set forth herein. Each Party acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement. Without limiting the generality of the foregoing, no Party shall have any remedy in respect of any untrue statement made to him upon which it may have relied in entering into the Agreement, and a Party's only remedy is for breach of contract. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

11. Further Assurances

Each Party shall from time to time (both during the continuance of this Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

12. Costs

Each Party's costs and expenses (including professional, legal and accountancy expenses) of the preparation, negotiation and execution of this Agreement and any associated documentation shall be borne by such Party.

13. Force Majeure

No Party shall be in breach of this Agreement if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred as a result of, any total or partial failure, interruption or delay in performance of such Party's duties and obligations occasioned by any act of God, fire, act of government, state, governmental or supranational body or regulatory authority or war, civil commotion, terrorism, failure of any computer dealing system, interruptions of power supplies, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond such Party's control.

14. Conflicts

The Investor has entered into certain other agreements with Eurivex in connection with his or her use of the Platform, including (without limitation) an account opening Agreement, Terms of Service and (if applicable) Referral Fee Terms, and will enter into an investment agreement with respect to each Auto-Bid Invest Investment. Together, these are the "Platform Agreements". This Agreement does not amend or replace the Platform Agreements, but if a conflict arises, the terms of any agreement to which you agree after this Agreement will prevail over this Agreement, while this Agreement will prevail over the terms of any prior agreement, unless otherwise expressly stated by the other agreement.

15. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of Republic of Cyprus, whose courts shall have exclusive jurisdiction over any such claim, although Eurivex retains the right to bring proceedings against the Investor for breach of this Agreement in the Investor's country of residence or any other relevant country.

16. Execution

This Agreement shall be deemed duly executed and shall become effective and binding upon the Parties once the Investor has indicated his or her assent hereto via the means provided on the Platform.

17. Notices

17.1. Any notice from the Investor to Eurivex in respect of this Agreement shall be given by email to info@eurivex.com, except where this Agreement or another Platform Agreement that the Investor executes sets forth alternate means by which the Investor must give Eurivex notice.

17.2. Any notice from Eurivex to the Investor in respect of this Agreement may be given either through the Platform, by email to the address set forth in the Investor's profile or by post or courier to the physical address set forth in the Investor's profile.

17.3. Notices given through the Platform or by email shall be deemed received by the recipient upon dispatch. In the event that the Investor gives Eurivex notice by means other than those set forth and Eurivex in fact receives it, Eurivex may, but is not required to, choose to deem the notice received upon its actual receipt of it.

17.4. All notices given under this Agreement shall be in the English language.

18. Definitions and Interpretation

18.1. The following expressions have the following meanings in this Agreement unless inconsistent with the context:

“Agreement”	has the meaning given to it in the Introduction; “Auto-
Bid Invest”	has the meaning given to it in paragraph 1; “Auto-Bid
Invest Criteria”	has the meaning given to it in paragraph 2.1; “Auto-Bid
“Investor”	has the meaning given to it in the Introduction;
	means, the account of the relevant Investor
“Investment Account”	maintained by Eurivex, the funds of which are held in pooled client
	money accounts with one or more depository
	institutions;
“Maximum Investment	means the maximum amount of any Auto-Bid Invest
Amount”	Investment set by the Investor as an Auto-Bid Invest
	Criteria on the Platform;
"Party"	means, the Investor or Eurivex, and together they
	are the "Parties";
	means a person who has applied and has been
	accepted as a client and given access rights to the
“Eurivex client”	Eurivex platform
	including affirming assent to the relevant account
	Agreement and whose account has not been
	terminated or suspende

