



Investor Client Agreement

C&M ASSET MANAGEMENT, INC.

Investor Agreement

1. Parties and background

1.1 C&M Asset Management is a company incorporated in Pennsylvania, United States with Company Number 2968998 having its registered office at 48 W HILLCREST AVE CHALFONT PA 18914-0 Bucks United States (the “Company”, “us” or “we”). The Company is authorised and regulated for the conduct of investment business by the Securities Exchange Commission.

1.2 The Company provides Internet based services, including

(i) brokerage,

(ii) software,

(iii) investment and

(iv) ancillary services at www Website under the business name “C&M Asset Management”.

1.3 The Investor is, as defined below, either a legal person or a natural person aged who opens an Investor Account on the Websites.

1.4 Unless indicated to the contrary:

(i) expressions in the singular import the plural, and vice versa; and

(ii) references to masculine gender import feminine and neuter genders.

2. Acknowledgement and Acceptance

2.1 By opening an Investor Account, the Investor expressly acknowledges and accepts that he/she has read, understood and accepted this Agreement. The Company expressly states its intention to rely on the terms set forth in the Agreement, which shall govern all transactions between the Investor and the Company after the Investor has signified acceptance of this Agreement, either electronically or in writing.

2.2 Investor accepts the C&M Asset Management Website Terms of Use, the Client Categorisation Notice, the terms of the Order Execution Policy, the Risk Warning



Statement, the Complaint Handling Procedure, the Cookies Policy, the Conflicts of Interest Policy and the Privacy Notice, as well as any information (legal or otherwise) posted on the Website, as may be amended by the Company from time to time.

2.3 The Investor expressly grants the Company the irrevocable right during the term of this Agreement to monitor and evaluate the Investor's investment activity in the Investor Account by means of the Company's own evaluation methods. In this connection, the Investor expressly grants the Company the right to contact the Investor as a prospective C&M Provider.

2.4 For the avoidance of doubt, nothing in this Agreement will exclude or restrict any duty or liability owed by the Company to the Investor under The U.S. Investment Advisers Act of 1940 or the SEC Rules and if there is any conflict between this Agreement and the SEC Rules, the SEC Rules will prevail.

2.5 The Investor acknowledges that the Company's official language is the English language. The Website will be maintained in English, and all communications between the Company and the Client will be in English.

3. Scope and Commencement of the Agreement

3.1 The Investor Agreement forms the basis on which the Company provides investment management services to the Investor. If the Investor Agreement were to be materially amended, reasonable notice shall be given to the Investor.

3.2 The Investor Agreement shall commence on the date the Company opens an Investor Account (as defined below) for the Investor.

3.3 The Investor Agreement does not override any other agreements, arrangements, express or implied statements made by the Company unless the Company, in its sole discretion, determines otherwise. For the avoidance, of doubt, should the Investor have entered into a trader Client Agreement with the company, this Agreement shall be construed as complementary to said Client Agreement and any aspect not specifically regulated under this Investor Agreement shall be deemed to be regulated by the Client Agreement.

3.4 For the avoidance of doubt, the Investor expressly acknowledges that, in accordance with the EC Distance Marketing Directive 2002/65/EC, the Client Agreement is not required to be signed by either the Investor or the Company in order for both the Investor and the Company to be legally bound by it.

4. Investor's Obligations

4.1 The provisions of clause 4.2 and the requirements they otherwise impose on the Investor are subject to the Negative Balance Protection Obligations of the Company towards the Investor.



4.2 In addition to any other provisions in this Agreement, the Investor must:

(i) Immediately notify the Company in writing of any change to the Investor's contact details, including, without limitation, all contact telephone numbers; email address(es); facsimile numbers and addresses and of any other information relevant to the performance of, and compliance with, this Investor Agreement.

(ii) Post Margin in advance of investing with the Investor Account and immediately post additional Margin upon receipt of a Margin Call from the Company.

(iii) Immediately on demand, indemnify the Company for all and any losses suffered by the Company in connection with the Company's provision of the services regulated hereunder to the Investor.

(iv) Pay the commissions when due and ensure the Investor's Trading Account is sufficiently funded for this purpose.

(v) Immediately pay the necessary amounts to clear any Shortfall on the Investor Account on the earlier of:

(a) the Investor becoming aware; and

(b) the Company notifying the Investor.

(vi) Regularly check the Investor's Account Statements and promptly inform the Company of any errors in the statements, as failure to notify the Company of any error within seventy-two (72) hours of the execution of a transaction shall constitute an acceptance by the Investor of the description of the transaction(s) as set out in the Account Statements and the Investor shall be bound by such description;

(vii) Agree that any net loss on any negative mark-to-market transaction may be deducted from the Investor Account on a real-time basis, or when the transaction is closed (as determined by the Company).

(viii) Use the data displayed at the Company's website(s) solely for the purposes set out in this Agreement and the Investor acknowledges that such data or information is proprietary to the Company and any such provider and the Investor will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable Laws; and to use such data or information solely in compliance with the applicable Laws.

(ix) In connection with the Investor's Account and associated investment activity, comply with all applicable Laws.

5. Provision of services



5.1 The Company is authorised and regulated by the SEC. Details of the Company's designated investment business and ancillary services can be found on the OPENCORPORATES register.

5.2 The investment conditions and execution rules of the C&Ms on offer by the Company can be found online at www.candmassetmanagement.com at any given time. The Company operates a portfolio management mandate and will manage transactions on behalf of C&M investors as long as suitable for the Investor.

5.3 Upon notice to the Investor, the Company reserves the right to amend, from time to time, both the investment conditions and execution rules. Even if the Company amends any part of the investment conditions and/or execution rules the Investor continues to be bound by this Agreement, including but not limited to any amendments that have been implemented. However, no amendment of any sort to which this clause 5.3 applies may be made if it would breach the Negative Balance Protection Obligations of the Company towards the Investor.

5.4 The Company does not and will not provide investment advice or recommendations to the Investor or state an opinion in relation to any particular transaction. The Investor understands that if necessary, independent advice should be sought in relation to investing in financial instruments, including but not limited to investing in specific financial instruments, investment strategies pursued, charges and tax implications.

5.5 The Company, from time to time and as often as it deems appropriate, may issue materials (the "Information Materials"), which contain information including but not limited to the conditions of the financial market, posted through the Website and other media.

(i) It should be noted that the Information Materials are considered to be marketing communications only and do not contain, and should not be construed as containing, investment advice or an investment recommendation or, an offer of or solicitation for any transactions in financial instruments. The Company makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor any loss arising from any investment based on a statement, forecast or other information supplied by any employee of the Company, a third party or otherwise.

(ii) The Information Materials are not prepared in accordance with legal requirements promoting the independence of investment research and they are not subject to any prohibition on dealing ahead of the dissemination of investment research.

(iii) All expressions of opinion included in the Information Materials are subject to change without notice. Any opinions made are personal to the author and do not reflect the opinions of the Company.



(iv) The Company makes no charge for posting the Information Materials, other than where the Company reasonably considers that the Information Materials are of relevance to all persons who are clients of the Company for the time being.

5.6 The Investor understands that no physical delivery of a C&M's or CFD's underlying instrument (or reference instrument) that the Investor invests in through his/her Investor Account shall occur.

5.7 The Investor accepts that the Company acts as the execution venue, by sourcing liquidity over-the-counter (OTC) from market counterparties which may or may not be a regulated market.

5.8 The Investor may invest through his Investor Account from 17:05 Sunday to 17:00 Friday New York City time. It should be noted that investment in certain financial instruments occurs during specific timeframes; the Investor is responsible for looking at the contract specifications of such instruments for further details, prior to investing. The Investor shall be notified of any Company holidays through the internal e-mailing system.

5.9 The Company is entitled to refuse the provision of any investment or ancillary service to the Investor, at any time, without being obliged to inform the Investor of the reasons for such refusal, where the Company believes this is needed in order to protect the legitimate interests of both the Investor and the Company.

5.10 The Company is entitled to rely on the information the Investor provides the Company unless the Company becomes aware that such information is manifestly out of date, inaccurate or incomplete. The Company has no responsibility for verifying the information which the Investor provides to the Company. The Company may assess the Investor's knowledge and experience of CFDs and may discharge its duties under the SEC Rules to assess suitability for the Investor of the Trading Platform, on the basis of the information the Investor provides to the Company.

5.11 If the Company determines that the Investment Platform is not suitable for the Investor's level of experience and/or knowledge of CFDs, the Company will notify the Investor and the Investor may not be able to open an Investor Account.

5.12 If the Investor elects not to provide the information required to allow the Company to assess suitability, or if the Investor provides insufficient information, the Company may be unable to determine whether the Investment Platform is suitable for the Investor and therefore may decline the Investor's application to open an Investor Account.

5.13 The Investor acknowledges and understands that laws regarding financial services vary throughout the different jurisdictions and it is the Investor's obligation alone to ensure that the Investor fully complies with any law, regulation or directive



relevant to the Investor's country of residence with regards to the use of the services offered by the Company. For the avoidance of doubt, the ability to access the services provided by the Company does not necessarily mean that these services and/or the Investor's activities through it are legal under the laws, regulations or directives relevant to the Investor's country of residence.

5.14 The Website does not constitute and may not be used for the purposes of an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

5.15 Access to the Website and the offering of financial instruments via the Website may be restricted in certain jurisdictions and, accordingly, users accessing the Website are required to observe and to inform themselves of such restrictions.

6. Services

The services that the Company will provide under the terms of this Agreement are as follows:

- (i) Risk Manager (Schedule 1);
- (ii) Discretionary investment management of the Investor Account (Schedule 2);
- (iii) C&M Wallet (Schedule 3);

together (the "Services"). The Investor understands that the Services are provided as a package and are not offered individually. Further information about fees and charges relating to the Services is set out in clause 11 below.

7. Client categorisation

7.1 The Services are provided on the basis that the Investor is a Retail Client as defined in the SEC Handbook. This means that the Investor is entitled to the protections that must be provided to Retail Clients under the SEC Handbook and under relevant legislation.

7.2 If an Investor desires to be re-classified then he needs to send the Company a written request; to info@candmassetmanagement.com. The Company shall consider such request at its discretion after reviewing the Investor's change in circumstances. The Investor is responsible for notifying the Company if his personal circumstances change.

7.3 The Investor shall be bound by the Client Categorisation Notice. Further details are available online at www.candmassetmanagement.com.



8. Assurances

8.1 The Investor agrees that:

- (i) the Investor's funds ("Funds"), according to clause 9.1 below, belong to the Investor and are free of any lien, charge, pledge or other encumbrance;
- (ii) the Funds, according to clause 9.1 below, are not the direct or indirect proceeds of any illegal act or omission or product of any criminal activity; and
- (iii) the Investor acts for himself and is not a representative or trustee of a third person.

8.2 The Investor warrants the authenticity and validity of any document sent to the Company during

- (i) the account opening process; and
- (ii) the life of the Investor Account.

9. Investor Money

9.1 Unless otherwise indicated, the Company will deposit any Investor Money in one or more segregated account(s) held with an investment-grade institution, separated from the Company's money; this means that Investor Money is treated as belonging to the Investor and under no circumstances will the Company Use Investor Money, at any time, to meet any of its obligations. An Investor's claim will be against the Investor Money pool in general. The Company will exercise all due skill, care and diligence in the selection, appointment and periodic review of the institution where the Investor Money is deposited. It should be noted, that segregated account(s) will be established, maintained and operated according to the applicable rules and regulations. The Company will give instructions to the investment-grade institution(s) regarding the transfer and movement(s) of the Investor Money. If the Investor has an open position the Company reserves the right, at any time and at the Company's sole discretion, to set-off any unrealized losses incurred in respect of an open position against any of the Investor Money that is held by the Company to the Investor's credit. In effect, this means that the Company, based on the conditions referred to above, may transfer any part of any unrealised losses from an investment-grade institution to an account of the Company. At the same time, the Company may transfer any unrealised profit incurred as a result of an open position from a Company account to a Client Money account held in an investment-grade institution.

9.2 The Investor Money will be pooled with money belonging to other Investors so an individual Investor will not have a claim against a specific sum in a specific account, in the event of insolvency.



9.3 Once received, the Funds shall be deposited in an institution specified by the Company (the “Institution”) on the Investor’s behalf, segregated from any of the Company’s funds.

9.4 The Company will not pay interest to the Investor in respect of Investor Money.

9.5 The Company may, from time to time, without the Investor’s permission merge the Funds held in different Client Money Accounts; under no circumstances, does this imply that the Investor has the right to a credit facility.

9.6 The Investor has the right to withdraw, at any time, any part of the Funds on the Investor’s Wallet, provided that there are Funds available. It should be noted that such request may take up to 3 (three) Business Days in order to be processed. The Company reserves the right to request additional information and/ or documentation to satisfy itself that the request is legitimate. In addition, the Company reserves the right to reject such a request if it deems that this may not be legitimate. The Investor accepts that under such circumstances there may be a delay in processing the request.

9.7 The Investor accepts that the Funds shall be deposited in the Investor’s Wallet on the later date of either the Value Date on which the Funds are received by the Company or the Value Date on which the Funds are received by the Institution. The Funds deposited in the Investor’s Wallet shall be net of any transfer fees or other charges incurred by or charged to the Company that are imposed by the Institution (or intermediary involved in the process) that holds the Funds.

9.8 Where any Funds required to be deposited by an Investor are deposited into his Investor Account and the Company suspects that the sender of the funds is not the Investor or his authorised representative, the Company may reject the Funds and return them to the remitter net of any transfer fees or other charges incurred by or charged to the Company, using the same transfer method as the one through which it originally received the Funds.

9.9 The Investor accepts that withdrawal of any part of the Funds shall be concluded using the same transfer method and the same remitter as the one which the Company originally received the Funds from; under such circumstances, the Company shall return the part of the Funds requested net of any transfer fees or other charges incurred by or charged to the Company.

9.10 The Company reserves the right to decline a withdrawal that the Investor requested using a specific transfer method and has the right to suggest an alternative.

9.11 If, at any time, the Company is not satisfied with the documentation provided by the Investor in relation to the withdrawal/deposit, the Company reserves the right to



reverse to the remitter any part of the Funds net of any transfer fees or other charges incurred by the Company, using the same transfer method as the one through which it originally received the Funds.

9.12 The Investor accepts that the Institution may reverse any part of the Funds, for any reason; as a result, the Company shall immediately reverse the respective amount from the Investor Account net of any transfer fees or other charges incurred by or charged to the Company, using the same transfer method as the one through which it originally received the Funds. The Investor accepts that this may result to a negative balance in the Investor Account; under such circumstances, the Company may merge the Funds held in different Investor Accounts as described in clause 9.5, above.

9.13 The Investor accepts that any requests he wishes to make relating to the administration of the Investor Account shall be made through the Investor's Wallet at www.candmassetmanagement.com.

9.14 The Company shall take all reasonable steps to ensure that the Investor is informed regarding the progress of any requests referred to in the Investor Money section, specifically in relation to the expected processing time and the need for any, or any further, documentation that if not in place may delay the processing.

9.15 If at any time the Investor Account has Funds of less than USD 15 (or currency equivalent), the Company reserves the right to close the Investor Account and transfer the Investor's money to the Investor's Wallet at a fee, after notifying the Investor accordingly.

9.16 The Company reserves the right to close an account in connection with an unclaimed Investor Money balance and release any Investor Money balances from Investor accounts if:

(i) there has been no movement on the Investor's balance for a period of three (3) months; and

(ii) the Company has sent written notice to the Investor at the last known address informing the Investor of the Company's intention of no longer treating that balance as Investor money and giving the Investor twenty-eight (28) days to make a claim.

10 Negative Balance Protection Obligation

10.1 With effect from August 1st, 2018, the Company has become obliged to take steps to protect the Investor's Account from acquiring at any time a value of less than zero as a consequence of the trading of CFDs by the Company on the Investor's behalf.



10.2 With this in mind, the provisions of this Clause 10 shall qualify all other provisions of this Agreement that relate to the trading by the Investor's Account of CFDs and the manner in which the Company behaves towards the Investor's Account. The Company understands that it is required to provide from its own resources in relation to the protection of the Investor's Account from registering a negative balance, and that the Company cannot look to the Investor to contribute extra capital as a means of repaying any negative balance or value.

10.3 More specifically:

(i) The Company undertakes to monitor the placement of trading instructions in accordance with any mandate that it has accepted on behalf of the Investor, and to promptly advise the Investor if the Company is unable to implement a trading instruction at a given time on account of this causing the Investor's Account to register a negative balance.

(ii) Where the Company determines that the Investor's Account is registering a negative balance, the Company is:

(a) obliged to place moneys from its own resources into the Investor's Account for the temporary purpose of covering the negative balance;

(b) entitled to suspend further activity in relation to the Investor and his mandate to the Company for such reasonable period as the Company may determine (though without prejudice to the completion of transactions then in progress);

(c) should the Investor be unable or unwilling to discuss process under clause 10.3(ii)(c) with a view to this taking place within a reasonable timeframe, entitled to give notice to the Investor to terminate this Agreement.

10.4 If this Agreement should be terminated under clause 10.3(ii)(c), it is understood that the Company shall bear loss realised on the Investor's Account (though without prejudice to the rights that the Company may have to claim on the Investor's estate if the Investor is bankrupt or insolvent).

11. Fees and Charges

11.1 The Company will charge the Investor fees for using the Company's order execution and discretionary investment management services. The fees and charges are calculated on the basis and at the rates shown and are payable as provided on the Website. For the avoidance of doubt, the Investor will also pay any other relevant tax or imposition at the rates applicable from time to time on such fees and charges. The Company reserves the right to change these rates from time to time and will notify the Investor of any such changes via the Website and/or via email.



11.2 The Company may deduct any amounts payable by the Investor to the Company from the Investor's Account. If the available funds are insufficient, the Company may sell assets held as part of the Investor Account to cover such charges.

11.3 The Company may pay (or receive from third parties), fees in relation to referrals of business except where prohibited by SEC Rules or US law. The Company is not obliged to account to the Investor for any such fees.

11.4 The Company may receive payment from or share charges with a third party. The Company is not obliged to account to the Investor for any such receipts. Further information about such payments or shared charges is available on request.

12. Intellectual Property Rights

12.1 The Company is the owner or the licensee of all Intellectual Property Rights used in the services provided to the Investor. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. No provision of this Agreement shall be construed as assigning or transferring any Intellectual Property Rights to the Investor, and any use that the Investor is permitted to make of such Intellectual Property Rights is on the basis of a limited and non-exclusive licence strictly under the terms of this Agreement.

12.2 The Investor agrees to the Website Terms of Use which can be found on the Website.

13. Limitation of Liability

13.1 The Company shall, at all times, conclude Investor's transactions in good faith.

13.2 The Company accepts responsibility for any loss, damages or costs suffered or incurred by the Investor only to the extent that such loss arises directly from the Company's negligence, wilful default, fraud, and/or our deliberate and wilful breach of any duties which the Company owes the Investor under OCIE, regulations made thereunder or the SEC Handbook. The Company will not be liable for any other losses, damages or costs suffered or incurred by the Investor.

13.3 The Company bears no responsibility for any acts or omissions concluded by either a natural or legal person that provides the Company with information in relation to the execution of the Investor's transactions in financial instruments, unless such acts or omissions were the result of negligence or fraud on behalf of the Company.

13.4 The Company bears no responsibility for any loss of opportunity that results in reduction in the value of the Investor's transactions in financial instruments,



regardless of the cause of such reduction, except to the extent that reduction occurred as a direct consequence of the Company's deliberate actions or omissions.

13.5 The Company has no responsibility to the Investor for the consequences of its compliance with the Negative Balance Protection Obligation.

13.6 The Company shall have no liability to the Investor in connection with the investment activity within the Investor Account whatsoever, including, without limitation, for transmissions that are inaccurate or not received by the Company, for any delay or defect in or failure of the whole or any part of the Company's Investment Platform software or any systems or network links or any other means of communication. The Company will have no liability to the Investor in the event that any computer viruses, worms, software bombs or similar items are introduced into the Investor's computer hardware or software via the Company's Investment Platform, provided that the Company has taken reasonable steps to prevent any such introduction.

13.7 If and to the extent that the Company is found liable for any losses or damages in relation to a transaction then, unless the Company is prohibited from limiting such liability by law, the maximum amount of the Company's liability will be limited to four (4) times the amount of commission or spread paid or payable by the Investor in respect of that transaction.

13.8 Unless the Company is prohibited from excluding such liability by law (for example, for losses relating to death or personal injury or caused by our fraud), the Company will not be liable for any direct, indirect, special, incidental, punitive or consequential damages (including, without limitation, loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation) caused by any act or omission of the Company under this Investor Agreement.

13.9 The Company bears no responsibility for any loss incurred as a result of the acts or omissions of the Institution or its employees, including but not limited to instances of false or misleading information provided by the Investor.

13.10 The Company will take reasonable care in the assessment and appointment of sub-custodians, bankers, counterparties, agents and other third parties so far as relevant. The Company accepts responsibility for any loss, damages or costs incurred by the Investor only where these arise from the Company's negligence, wilful default or fraud in the assessment or appointment of such persons. The Company will not be responsible in any other circumstance for the actions of any such third parties.



13.11 The Company does not accept responsibility for any loss, damages or costs the Investor may incur as a result of any cause beyond the Company's reasonable control.

14. Company's duty to the Investor

No provision of the Agreement will be deemed to restrict, qualify or exclude any duty owed to the Investor under the OCIE or the SEC Handbook. The Company does not, however, owe the Investor any further duties except as expressly set out in this Agreement.

15. Complaints

15.1 Should the Investor have any complaints in relation to the services regulated herein, then an email should be addressed to the Compliance Officer at compliance@candmassetmanagement.com. The Company will aim to acknowledge the Investor's complaint promptly, investigate the circumstances and report the results to the Investor.

16. Netting

16.1 The Company may net or set-off all amounts due by the Investor to the Company immediately by deduction of such amount from the Investor's Wallet, which right shall extend to the ability to net across each Account and/or sub-account legally and/or beneficially owned by the Investor or in which the Investor has an ownership interest.

16.2 The Company's rights under clause 16.1 are subject to the Negative Balance Protection Obligation. However, with the Negative Balance Protection Obligation in mind, where the Client has two or more Investment Accounts, the Company is entitled to use its rights to net or set off positions between such Investment Accounts where one or more of them would otherwise be treated as acquiring or maintaining a negative balance position.

17. Securities Investor Protection Corporation

17.1 The Company subscribes to the Securities Investor Protection Corporation. The Investor may be entitled to compensation from the scheme if the Company is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Details are available from the SIPC online at <http://www.sipc.org>

17.2 The Investor may request the Company to provide information about the conditions governing compensation and the formalities which to be satisfied to obtain compensation.

18. Indemnity



18.1 The Investor will indemnify the Company against any liability, cost, expense, loss or any damage incurred by the Company (including but not limited to professional advisors' fees) arising from the Investor's breach of this Agreement, negligence, wilful default or fraud.

18.2 The Company will not enforce this indemnity against the Investment Account if to do so would breach the Negative Balance Protection Obligation. However, were the situation to arise where to do so would breach the Negative Balance Protection Obligation, the Company has the right to terminate this Agreement and to pursue such legal remedies against the Investor in pursuit of this Indemnity as are appropriate in the circumstances.

19. Duration of the Investor Agreement

The Investor Agreement shall be effective from the day the Investor opens an Investor Account until its termination or default under clause 20.1 Termination and default below.

20. Notification and amendments to the Investor Agreement

20.1 The Company will notify the Investor in good time about any material change to the information provided under this section, which is relevant to a service that the Company is providing to that Investor.

20.2 The Company reserves the right to amend, from time to time, any part of the Investor Agreement, including where the Company deems that such amendments are necessary given an announcement by a regulatory authority of a competent jurisdiction. Under such circumstances, the Investor shall be notified either in writing (which, for the avoidance of doubt includes email or other electronic communications) or through the Company's Website(s) accordingly and shall reserve the right to accept or deny the amendments; it should be noted that the Investor's consent is not required for any amendment to be effective immediately.

20.3 Communications to an e-mail address provided by the Investor to the Company shall be deemed to be communicated to the Investor and the Investor hereby accepts this.

21. Termination and Default

21.1 The Investor may terminate the Investor Agreement, for any reason, having provided a 15 (fifteen) Business Days' written notice by sending a notification specifying the termination date to info@candmassetmanagement.com provided only that there are no open positions traded through the relevant Investor Account and the Investor has no amounts due for payment to the Company.



21.2 The Company may terminate the Investor Agreement by giving the Investor at least 7 (seven) Business Days written notice, specifying the termination date.

21.3 The Company may terminate the Investor Agreement immediately, in the event of:

- (i) a breach of any part of the Investor Agreement by the Investor;
- (ii) issue of an application, order, resolution or other announcement in relation to bankruptcy, insolvency, administration or winding-up proceedings of the Investor;
- (iii) the Investor fails to make any payment due to the Company (provided that this does not apply to any sum that the Company provides in order to comply with the Negative Balance Protection Obligation until such time as the Investor and the Company have discussed how the Investor shall provide funding to address negative balance on the Investor Account in the longer term).

21.4 A termination of the Investor Agreement shall not imply that any of the Investor's responsibilities cease to exist; the Investor shall still be liable to pay to the Company:

- (i) any amount that is due to the Company;
- (ii) any expenses that are incurred by or charged to the Company, as a result of the termination of the Investor Agreement; and
- (iii) any damage or loss that has arisen because of an arrangement or settlement.

21.5 Upon termination of the Investor Agreement under clause 20.1 or 20.2 above, the Company shall immediately transfer to the Investor via the Investor's Wallet any amount available in the relevant Investor Account minus any outstanding amount that is due to the Company by the Investor.

21.6 Where termination under clause 20.4 occurs, the Company reserves the right to reverse any transactions that are deemed to be contrary to the Company's interests, with the cost of such reversal being borne by the Investor.

21.7 Further provisions which apply in the event of termination of the Company's discretionary investment management service are set out in Schedule 2.

22. Risk Disclosure

A generic summary of the risks involved in investing in Traders and CFDs are contained in our Risk Warnings Statement. Please make sure you have read, understood and accepted the aforementioned statement before entering into this Agreement



23. Confidentiality and Personal Data Protection

23.1 The Investor's attention is drawn to the Company's Privacy Notice, on the Website, which has been prepared to explain the basis of the Company's compliance with the General Data Protection Regulation.

23.2 The Company uses a card processing company for its deposits and withdrawals to and from the Investor's account. This company does not retain, share, store or use personally identifiable information for any other purposes.

23.3 The Company cannot be held responsible for the information held on the Investor's file becoming inaccurate due to the Investor's change of circumstances if the Investor fails to inform the Company of those changes. The Company wants to make sure the Investor's personal information is accurate and up to date. The Investor may ask the Company to correct or remove information the Investor thinks is inaccurate.

23.4 The Company keeps records of its business transactions, client categorisations and financial promotions, for at least five (5) years.

23.5 The Investor may request a copy of the information that the Company holds about the Investor. If the Investor would like a copy of all or some of the information, he should kindly write to info@candmassetmanagement.com.

24. Recordings of Telephone Calls

24.1 The content of any telephone call between the Investor and the Company may be recorded and saved as a magnetic or electronic record (the "Telephone Records"). The Investor agrees that the Company has the right to use the Telephone Records as it deems necessary including but not limited to training or regulatory purposes or in connection with any dispute involving the Company.

24.2 All instructions received from the Investor, during a telephone call, in relation to investing in Traders shall be conclusive and binding unless conditions in the Terms and Conditions are triggered.

24.3 The Company may provide copies of such recordings of telephone calls as required by Law or to a regulatory authority of a competent authority, without informing the Investor.

25. Conflicts of Interest

25.1 The Company is committed to taking measures to recognise, supervise, examine and resolve conflicts of interest. The Company recognises that it is not possible to eliminate all sources of conflict of interest; however, safeguarding



customers' welfare remains the Company's primary objective. This policy encompasses the relationships with customers and third party contacts.

25.2 Specifically, the Investor accepts that the Company may pay commission or any other related fee to a third party as a result of introducing the Investor (under such circumstances the Investor shall be notified in writing).

25.3 Please make sure you have read, understood and accepted our Conflict Policy before entering into this Agreement.

26. Direct Contact Consent

The Investor consents that any communication received by the Company, from time to time, in relation to the Investor Agreement - or any other communication in relation to marketing (if applicable) - does not breach any of the Investor's rights and obligations under the Investor Agreement.

27. Representations

27.1 The Investor represents that he has not entered into the Client Agreement under compulsion or coercion.

27.2 The Investor declares that he is over 18 (eighteen) years of age (in case the Investor is a natural person) or has full capacity (in case the Investor is a legal person); to enter into the Investor Agreement.

27.3 The Investor accepts that the Company reserves the right to revoke at any time, without prior written notice, any power of attorney documents that govern the relationship of the Investor with his authorised representative.

27.4 The Investor declares that he is fully aware of any implications, including but not limited to any restrictions, applying under the terms of the law and regulation in force in his local jurisdiction in relation to entering into the Investor Agreement, and is not violating any such restrictions by doing so.

27.5 The Investor declares that any investment in financial instruments is proportional and/ or reasonable to his specific financial situation and that independent financial advice has been sought, or will be if necessary.

27.6 The Investor accepts that the investment of any transactions in financial instruments will occur only through the Investment Platform or other platform available to the Company at any given time to the Investor.

27.7 The Investor accepts the contract specifications for each financial instrument as such specifications, available online at www.candmassetmanagement.com.



27.8 If the Investor is more than one natural or legal person, the obligations and liability under the Investor Agreement of all such persons shall be joint and several; under the above mentioned circumstances any communication, including but not limited to a notice and order, shall be construed as delivered to all natural or legal persons that together form the Investor.

27.9 The Investor accepts the fact that the Company shall have a lien on any amount that is deposited in his Investor Account that is due for payment by the Company to the Investor. Although the Company does not need the Investor's consent in order to exercise the lien the Company shall notify the Investor of its intention, accordingly.

27.11 The Investor represents that if an amount is due for payment to the Company, the Company shall be entitled to debit the relevant amount from the Investor Account immediately, unless to do so would breach the Negative Balance Protection Obligation.

28. Margin Account and Requirements

28.1 The Client needs to ensure that he has sufficient margin on his Investor Account, at all times, in order to maintain an open position. In addition, the Client needs to continuously monitor any open positions in order to avoid positions being closed due to the unavailability of funds; it should be noted that the Company is not responsible for notifying the Client for any such instances.

28.2 At return levels of -90% (minus ninety) for open investments in any given Trader, the Company shall automatically close the Client's investment in that specific Trader.

28.3 The Company shall inform the Client, if applicable, about the existence of and the terms of any security interest or lien which the Company has or may have over the Client's designated investments or Client money or any right of set-off it holds in relation to the client's designated investments or Client money and if applicable, that a depository may have a security interest or lien over or right of set-off in relation to this instruments or money.

29. Force Majeure Event

29.1 The Company shall, in its reasonable opinion, determine that a force majeure event occurred; under such circumstances the Company shall take all reasonable steps in order to inform the Investor.

29.2 A force majeure event is as an event or circumstance, including but not limited to any natural, technological, political, governmental, social, economic (including without limitation to the suspension of a currency) or similar event or circumstance that occurred after a transaction in a financial instrument occurred and such event or



circumstance has not been anticipated at the date of entering into the transaction. In addition to the above, a force majeure event may include instances of illegitimate actions against the Company's servers that may be outside the control of the Investor or the Company.

29.3 If the Company determines that a force majeure event occurred, without prejudice to any other rights of the Investor under the Investor Agreement, the Company may:

- (i) increase margin requirements; and/ or
- (ii) increase spreads; and/ or
- (iii) decrease leverage; and/ or
- (iv) close-out, in good faith, any open positions at a price that the Company considers reasonable; and/ or
- (v) request amendments to any closed positions; and/ or
- (vi) suspend the provision of investment and/ or ancillary services to the Investor; and/ or
- (vii) amend any of the content of the Investor Agreement on the basis that it is impossible for the Company to comply with it.

29.4 Unless required by Law, the Company is entitled to refuse the provision of any investment or ancillary service to the Investor, at any time, without being obliged to inform the Investor of the reasons to do so in order to protect the legitimate interests of the Company.

30. Abnormal Market Conditions

30.1 Under abnormal market conditions, CFDs may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by the Company or the Investor. As a result, the Company may be unable to execute the Investor's instructions at the declared price and a 'stop loss' instruction cannot guarantee to limit the latter's loss. This may occur, for example, at the following cases:

- (i) During Market opening;
- (ii) During news times;
- (iii) During volatile markets where prices may move significantly up or down and away from declared price;



(iv) Where there is rapid price movement, if the price rises or falls in one investment session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted;

(v) If there is insufficient liquidity for the execution of the specific volume at the declared price.

30.2 CFD prices are influenced by, amongst other things, implementation of governmental, agricultural, commercial and trade programs and policies and national and international socioeconomic and political events.

31. Investment Platform Conditions

The Investor accepts that the only reliable source of price related information is the prices displayed on the Investment Platform; this service may be disrupted and as a result price related information may not reach the Investor.

32. Communication

32.1 The Company bears no responsibility for any loss that arises as a result of delayed or un-received communication sent by the Company.

32.2 In addition, the Company bears no responsibility for any loss that arises as a result of unencrypted information sent by the Company that has been accessed via unauthorised means.

32.3 The Company bears no responsibility for any un-received or unread internal messages sent to the Investor through the Investment Platform; in case a message is not received or read within 7 (seven) Business Days the message may get automatically deleted.

32.4 The Investor is solely responsible for the privacy of any information contained within the communication received by the Company.

32.5 Moreover, the Investor accepts that any loss that arises as a result of unauthorised access of a third party to the Investor Account is not the responsibility of the Company.

33. Account review

Through the Investment Platform, the Investor may review any of his/ her Investor Accounts, including but not limited to open and closed positions. In addition, through the Investor's Wallet at www.candmassetmanagement.com, the Investor may safely manage his/ her account and deposit or withdraw money depending on his/ her investment needs.



34. Technical Issues

34.1 The Company bears no responsibility for any loss that arises as a result of a system failure, including but not limited to:

- (i) hardware or software failure, malfunction or misuse either on the Investor's side or the Company's or both;
- (ii) poor internet connection either on the Investor's side or the Company's or both;
- (iii) incorrect settings in the Investor terminal;
- (iv) delayed updates of the Investor terminal;
- (v) loss to or corruption of any of the Investor's data or records, whether stored on the Investor Account or not, or lack of back-up thereof; and
- (vi) security breaches resulting in part or in whole from third-party software or networking goods or services or from actions or events outside the Company's reasonable control.

34.2 The Investor accepts that at times of excessive transaction flow there might be some delay in contacting a member of the dealing department, especially when there are important market announcements.

35. Assignment

35.1 The Investor does not have the right to assign or otherwise transfer to any other party his/her rights or obligations under this Agreement.

35.2 The Company may assign its rights and obligations under this Agreement at any time, and will send the Investor notice by email of any such assignment prior to its taking effect.

36. Governing Law

36.1 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of the United States of America.

36.2 The Parties irrevocably agree that the courts of United States of America will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement (including non-contractual disputes or claims).

37. Cancellation



The Investor has a period of fourteen (14) days, beginning on the date on which the Investor's account is opened or the date on which the Investor receives a copy of this Agreement and other related documents, whichever is the latest, within which to cancel the Investor's Account. The Company will sell any investments made on the Investor's behalf but will not be responsible for any market loss that the Investor may incur as a result.

38. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

39. Relevant Information

Traders and CFDs are not eligible for sale in certain jurisdictions or countries. The Risk Disclosure Notice is not directed to any jurisdiction or country where its publication, availability or distribution would be contrary to local laws or regulations, including the United States of America. The Risk Disclosure Notice does not constitute an offer, invitation or solicitation to buy or sell Traders or CFDs. It may not be reproduced or disclosed (in whole or in part) to any other person without prior written permission from the Company. The Risk Disclosure Notice is not intended to constitute the sole basis for the evaluation of the Investor's decision to trade in Traders and/or CFDs.

40. Definitions and Interpretation

Unless otherwise defined the terms used in this Investor Agreement shall have the same meaning given in the SEC Handbook.

"Account Statement"

means the Transaction history on the Investor Account available on www.candmassetmanagement.com and/or on the Investment Platform. A summary of the Transaction History may be emailed to the Investor periodically.

"this Agreement"

means this agreement including the Terms and Conditions, Order Execution Policy, Client Categorisation Notice, Conflicts of Interest Policy, and Privacy Notice, as well as any information (legal or otherwise) posted on the Website, as may be amended by the Company from time to time.

"Balance"



means the funds available in an Investor Account that may be used for investing in Traders and/or financial instruments.

“Balance Currency”

means the currency that the Investor Account is denominated in; it should be noted that all charges including fees, spreads, commissions and/or swaps, are calculated in that currency.

“Business Day”

means a day on which banks are generally open for foreign exchange transaction in the US.

“Client Agreement”

means the agreement entered into by the Client with the Company for the purpose of opening a Trading Account, which includes the Terms and Conditions, Order Execution Policy, Client Categorisation Notice, Conflicts of Interest Policy, and Privacy Policy, as well as any information (legal or otherwise) posted on the Company's website(s), as may be amended by the Company from time to time).

“Company’s Group”

means the Company and any other group company, including any parent, shareholder and/or subsidiary of the Company.

“Contract for Difference or CFD”

means a CFD on spot foreign exchange (“FX”), or a CFD on shares, or a CFD on spot metals, or a CFD on futures or any other CFD related instrument that is available for trading through the Trading Platform; a full list of the financial instruments is available online at www.candmassetmanagement.com.

“TRADER”

means Dynamic Asset and Risk Weighted Investments, created by the Company on the basis of information willingly supplied by Trade Providers, and processed by the Company’s proprietary software to deliver Investor individual risk profiles.

“TRADE Providers”

are Traders who consent the Company to process their trading and/or investment history and/or orders in order to transform them to Traders in exchange for a compensation set forth in the Trader Provider Agreement.



“Equity”

means the balance plus or minus any profit or loss that derives from any open positions.

“Free Margin”

means funds that are available for opening a position. It is calculated as:

Free Margin = Equity – Margin.

“SEC”

means the Securities Exchange Commission, the Company’s regulator.

“SEC Handbook”

means the handbook of rules and guidance issued by the SEC, as amended or reissued from time to time.

“OCIE”

means the Office of Compliance Inspections and Examinations.

“Investor Account”

means the account maintained by an Investor for the purposes of investing in C&Ms and/or other financial instruments through the C&M Investment Platform(s).

“Investor”

means the natural or legal person who opens an Investor Account on the Website.

“Investor Money”

means money that is paid into the Company pursuant to the SEC’s rules and is held for the Investor. It is calculated as money deposited by the Investor in his/ her Wallet, plus or minus any unrealised or realised profit or loss, plus or minus any amount that is due by the Investor to the Company and vice versa.

“Investment Platform”

means the electronic C&M investment facility/ system provided by the Company, which can be found at www.candmassetmanagement.com.

“Law”



means any applicable statutes, laws, regulations, rules and codes of practice, whether in the United Kingdom or elsewhere.

“Margin”

means the required funds available in an Investor Account for the purposes of maintaining an open position.

“Margin Call”

means a request from the Company to the Client however communicated, including, without limitation, by way of an electronic or pop-up message on the Trading Platform, SMS, letter; telephone call; facsimile transmission; email, to post Margin to the Client’s Investor Account.

“Margin Level”

means the Equity to Margin ratio calculated as:

Margin Level = Equity / Margin.

“Negative Balance Protection Obligations”

means the obligations of the Company to ensure that the Client's Trading Account does not disclose a value balance of less than zero, as more particularly addressed in Clause 10.

“Negative Mark-to-Market Transaction”

means, with respect to the Investor Account at any time, each Transaction which is shown as a net loss to the Investor on the Investment Platform, taking into account the applicable spread.

“Services”

means the services regulated under this Agreement.

“Shortfall”

means, from time to time and for any reason, a negative balance in the Client’s Investor Account.

“Value Date”

means the delivery date of funds.



“Wallet” or “Investor’s Wallet”

means the tool at www.candmassetmanagement.com by means of which the Investor may safely manage his/ her account and deposit or withdraw money depending on his/ her trading/investment needs, as set forth on Schedule 1 to the Investor Agreement.

"Website"

means the Company's website at address www.candmassetmanagement.com, but includes any other website that the Company may run from time to time in relation to any of the services provided under this Client Agreement.

SCHEDULE 1

ADDITIONAL TERMS FOR RISK MANAGER

1. The Investor has advised the Company of his/her investment and risk objectives, including completing a suitability assessment ("Risk Profile") for the Investor's Account. The Investor agrees that the assessment is fair and reasonable and an accurate reflection of his/her Risk Profile, unless the Investor notifies the Company of any change the Investor wishes to make via his/her Account. When completing the Investor Account, the Company will ask the Investor to provide information regarding his/her knowledge and experience to assess whether it is suitable for the Company to provide the Investor with this Service. The Company is entitled to rely on this information and has no responsibility for the information which the Investor provides to the Company and the Company may assess the suitability of the Investor's investment on the basis of the information the Investor gives to the Company.

2. Risk Manager is a risk management algorithm developed and owned by risk management firms partnered with the Company. Risk Manager manages the risk of an open trading position within a set of constraints, relying on: (1) statistical information, including but not limited to volatility and correlation patterns; and (2) behavioural patterns (length of trades, reaction to movements in the underlying assets) exhibited by trading strategies. The Risk Manager algorithm is integral part of the Company's offering and manages risk for all Investor strategies.

2.1 Pre-trade: Before opening any position, Risk Manager will calculate a trade notional in accordance with given inputs regarding the position (assets to be traded, estimated duration of position) and the Investor's Risk Profile. The algorithm will calculate the trade notional for the Investor's investment, that calibrated to be in accordance with the Investor's Risk Profile to a high statistical confidence.



2.2 Live trade: For any positions the Investor invests in as part of the Company's managed investment services and as long as any positions are open, risk will be managed by Risk Manager to meet, with a given degree of statistical likelihood, the Investor's Risk Profile. For additional terms for the Company's discretionary investment management services please refer to Schedule 2.

3. Please see the general description of the nature and risks of the investments in which the Investor may invest contained in the Company's Risk Warnings Statement. Please note that the Company is unable to provide any guarantee as to the performance of any particular investments.

4. The Investor agrees to the Company having access to the Investor's financial information and investments history when using these Services. The information supplied by the Investor will be used on an anonymous form to enable the Company to offer other services. Also, the Investor's investment strategies may be used and offered to other Investors as part of our services, including but not limited to our discretionary investment management services. None of the Investor's personal information is processed for these purposes.

5. The Investor can give the Company instructions and notifications in relation to The Investor's Account electronically using the website. The Company will not be obliged to act on any instruction and in particular the Company will not act on any instruction where it is illegal or against any relevant rule or regulation to do so. Where the Company does act on the Investor's instructions, the Company will do so as soon as reasonably practicable once the Company has received them and the Company will confirm the receipt and transmission of all instructions electronically.

6. The Company may act on any instruction or other notification which is provided from the Investor's Account which the Company believes in good faith is from the Investor without carrying out any further checks or investigations. The Company will not be liable for following an instruction or notification which is not in fact genuine or for not following or for investigating further any instruction or notification the Company believes may not be genuine. The Company will not be liable for any error of transmission or misunderstanding, or for the fraud of any other party (except in the case of the Company's own negligence, wilful default or fraud).

SCHEDULE 2

TERMS FOR CLIENTS OF INVESTMENT MANAGEMENT SERVICE

1. Investment Management

1.1 The Investor has advised the Company of the Investor's investment and risk objectives. The frequency with which the Company allows the Investor to change the Investor's Risk Profile will be determined once the Company has completed the



Investor's suitability assessment. The Investor agrees that the Investor Account is fair and reasonable and an accurate reflection of the Investor's Risk Profile, unless the Investor notifies the Company of any change he wishes to make or where the Company considers changes are necessary following a periodic review.

1.2 Please see the general description of the nature and risks of the Traders and/or investments in which the Investor may invest contained in the Company's Risk Warnings Statement. Please note that the Company is unable to provide any guarantee as to the performance of any particular investments.

1.3 The Company will manage the Investor Account on a discretionary basis subject to paragraph 1.4 of this Schedule. This means that the Company will make investment decisions in accordance with the Investor's Risk Profile and the Traders the Investor selects. The Company will take all reasonable steps to manage the Investor Account with due care and skill.

1.4 The Company will manage the Investor's investments through the Investor selecting one or more Traders offered to Investors at that point in time. The Investor will only be allowed to select Traders in accordance with the Investor's Risk Profile. The Investor activates his/her investment in a particular Trader by choosing it on the Investor's Investment Platform via the Company's Website(s). The Company will allocate risk to the specific Trader(s) the Investor chooses in accordance with the Investor's Risk Profile and the Investor's choices.

1.5 Trade notional value (trade risk) for every trade will be set by Risk Manager, on the basis of the Investor's Risk Profile.

1.6 The Investor is able to stop the implementation of any investment in one or more Traders at the Investor's sole discretion by closing all open positions at market price.

1.7 The Company may make common investment decisions, which apply to a number of customer accounts including the Investor Account.

1.8 Hypothetical performance results shown have inherent limitations. No representation is being made that the Investor Account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved.

2. Customer Information

2.1 The Company is required to verify the Investor's identity in accordance with US money laundering legislation. For this reason, the Company may use the Investor's personal information in order to carry out electronic searches on private and public databases. The Company will keep records of any information obtained. By entering



into this Agreement the Investor confirms his/her acceptance of the Company's use of credit reference agencies which will result in such a record.

3. Suitability

3.1 Where the Company makes a decision to deal on the Investor's behalf in relation to the Investor's Account, the Company will assess the suitability of the transaction for the Investor based on the information the Investor has provided to the Company about the Investor's knowledge and experience of the investment field relevant to the particular kind of investment, the Investor's financial situation, Risk Profile and the relevant Trader(s) the Investor has selected as set out in paragraph 1.4 of this Schedule, in accordance with the relevant SEC Rules.

3.2 The Company will provide the Investor with a suitability report which sets out the basis for the Company's portfolio management strategy, as required by SEC Rules.

4. Pooling

The Company may pool (aggregate) Investor's transactions with those of other clients without seeking agreement from the Investor beforehand. The Company will only do so where the Company believes that this is unlikely to disadvantage the Investor overall position, although it may do so in relation to any specific order.

5. Delegation and Referrals

5.1 The Company reserves the right to perform any of its obligations to the Investor through the agency of an associate or any third party of the Company's choosing. This means that the Company may appoint another person or entity to provide the services to the Investor under this Agreement. The Company will take all reasonable steps to satisfy itself that any person whom the Company appoints to provide any services to the Investor or to perform any of the Company's obligations on the Company's behalf is suitably competent to do so. The Company will ensure that all such parties commit to provide the Investor with best execution as set out in the SEC Rules where this is applicable.

5.2 Where appropriate in light of the Investor's Risk Profile, the Company may offer to refer the Investor to third parties to provide certain additional services. The Company will not make any such referral without the Investor's agreement. The Company may also accept referrals of business from third parties.

6. Statements and reports

6.1 The Company will provide valuation reports to the Investor electronically at least on a daily basis. These reports will include details of the contents of the Investor's Account(s), the current market value and the basis of valuation, income and interest



and fees charged. The Investor is able to view the current value of his/her Account at any time.

6.2 The initial value and composition of the Investor's Account will be calculated on the date on which the Company begins to manage the Investor Account.

7. Term and Termination

7.1 No additional amount will be payable solely for terminating the Agreement, except that the Investor will pay a due proportion of the Company's fees to the date of termination, the transfer charges as outlined in the relevant Fees and Charges Schedule, any expenses reasonably incurred by the Company in giving effect to such termination and any losses incurred in settling or concluding outstanding obligations.

7.2 The Company may deduct these fees and expenses from any money forming part of the Investor's Account and/or sell sufficient assets from the Investor's Account to cover such fees and expenses.

7.3 On termination of this Agreement, the Company will, following payment settlement of all outstanding transactions, re register the Investor's assets and transfer the Investor's cash as the Investor reasonably requests. If the Investor makes no reasonable request, the Company will take steps to re-register the Investor's assets in the Investor's name and to transfer the Investor's cash to the Investor at the Company's discretion.

SCHEDULE 3

C&M WALLET

1. About the C&M Wallet

1.1 This schedule of the Client Agreement forms the basis for the provision of the Client's C&M Wallet (the "C&M Wallet") from the Company to the Client. In effect, the C&M Wallet is a control tool designed for the secure management of the Client's Money. Clients may choose to create a maximum of one (1) C&M Wallet denominated in one specific currency out of the range of currencies on offer by the Company. The Client may at his/ her discretion determine the amount of Client money that needs to be transferred from the Wallet to his/ her Investor Account, depending on his/ her investment objectives. It should be noted that any 'in' and/ or 'out' payments 'to' and/ or 'from' the Client's Investor Account should be done through the Client's C&M Wallet only.



1.2 Any Client Money in the Wallet should remain, at all times, unaffected from any negative and/ or positive movement(s) of the Client's Investor Account(s).

2. TRANSFERS

2.1 The Client understands and accepts that any transfers from his/her Investor Account(s) to his/her C&M Wallet are determined on whether the Client has any open positions:

(i) If a Client has no open positions, then transfers from the Investor Account(s) to the Wallet are permitted during any time.

(ii) If a Client has open positions, transfers are not permitted.

2.2 Any currency conversion shall be made real-time based on the rate displayed in the pop-up screen at the time the Client gives the relevant instruction. It is important to note that there may be a fluctuation (either positive or negative for the Client) to the currency conversion rate displayed in the pop-up screen and the rate used by the Company to execute the instruction; this is due to latency that arises during the time of pressing the button in order for the instruction to go through and the time of actual execution of the instruction.

2.3 All transfers are completed real-time.

2.4 Any deposit(s) or withdrawal(s) from the Wallet to the Client's bank or other account shall be processed according to section 9 of the Client Agreement.

3. LIMITATION OF LIABILITY

The Client remains fully responsible for the monitoring of the Client Money available in the Wallet and in the Investor Account and for any 'in' and/ or 'out' payments that need to be made accordingly in order to commence trading or sustain any existing open position(s); such monitoring can be done through the Client's C&M Wallet.

4. IMPORTANT NOTES

4.1 A C&M Wallet will be opened for every legal or natural person that becomes a Client.

4.2 It is understood and accepted by the Client that once a C&M Wallet is created it cannot be de-activated as this forms an inherent part of the Investor Account; this can only be achieved if the Client chooses to close his/ her Investor Account.

4.3 Further information about the C&M Wallet contact info@candmassetmanagement.com.