

A woman wearing a white hijab with black polka dots and a grey jacket is holding a green leaf in front of her face. She is standing in front of a green wooden fence with some foliage on the left.

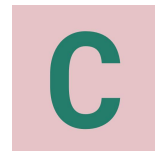
**COCOA**  
INVEST

# Account Opening Agreement

Version 2021.1 (Effective from November 2023)

PENDING AUTHORISATION FROM THE FCA (UK)





# Account Opening Agreement

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## Account Opening Agreement

The Agreement	Summary
<p>This Account Opening Agreement (this "Agreement") constitutes a legal agreement between you and COCOA Invest Ltd ("COCOA"), a United Kingdom registered company, number 14765783.</p> <p>In order to use our Services (as defined below) you must agree to the terms of this Agreement that are set out below.</p> <p>This Agreement shall take effect between you and us on the earlier to occur of: (i) when electronically accepting or acknowledging this Agreement; (ii) when signing up for an Account with COCOA; or (iii) when you use our Services (the "Effective Date").</p> <p>As of the Effective Date you represent and undertake, and are deemed to have read and accepted this Agreement.</p> <p>This Agreement constitutes a 'Client Agreement' as defined by financial regulatory rules.</p>	<p>The column on the left is the Agreement between you and COCOA (i.e. we, us). Before using any of our Services, you must agree to the terms of the Agreement.</p> <p>The right column summarises the Agreement.</p> <p>This summary column is not legally binding and not comprehensive, and we encourage you to read and understand the Agreement.</p> <p>If there are any differences between the Summary and the Agreement, the Agreement prevails.</p> <p>As of the date you start using our services, you are taken to have agreed to the terms and conditions under this Agreement.</p>
<p>1. YOUR RELATIONSHIP WITH US</p> <p>1.1 In this Agreement, where the context so admits, the words and expressions used in this Agreement shall have meanings set out in SCHEDULE 1 of this Agreement.</p> <p>1.2 The relationship between you and COCOA is governed by this Agreement. This Agreement shall apply to and govern your Account with us and all Transactions and Services.</p> <p>1.3 Your use of our Services is subject to you fulfilling the following general criteria, and upon our request, providing us with such information and documents to prove that you fulfil the criteria:</p> <p>(a) you shall have completed an application or registration form required by us through our website or mobile application;</p> <p>(b) you have received an acceptance notice from us confirming that you may use and access the Platform, your Account and/or our Services; and</p> <p>(c) such other criteria as we may determine from time to time.</p> <p>1.4 For the avoidance of doubt, we are not obliged to open any Account for you or provide you with any Service.</p>	<p>The Agreement governs our relationship with you. You can refer to SCHEDULE 1 for a meaning of certain words and expressions used in the Agreement. Before you use our Services, you must provide us with certain information and meet our requirements. We may choose not to provide our Services to you.</p>

<p>1.5 You shall be taken to have accepted the terms and conditions of this Agreement upon the Effective Date which will be either on or before you first access and use your Account and/or our Services.</p> <p>1.6 This Agreement shall commence on the Effective Date and continue in full force and effect indefinitely unless and until terminated by you or us in accordance with this Agreement.</p> <p>1.7 The Account which we grant to you also belongs exclusively to you and is not transferable to any other person.</p> <p>1.8 You undertake not to register for more than one Account or register an Account on behalf of any person other than yourself.</p>	
<p>2. GENERAL TERMS AND CONDITIONS</p> <p>2.1 The General Terms and Conditions are found in SCHEDULE 2 of this Agreement.</p>	
<p>3. INVESTMENT ADVISORY AND MANAGEMENT SERVICES</p> <p>3.1 In accordance with this Agreement, we shall provide you with investment advisory and management services within a range as may be specified by us.</p> <p>3.2 We will not offer Services other than those detailed in this Agreement unless otherwise agreed in writing.</p> <p>3.3 These Services will be provided by us in and from office locations maintained by COCOA.</p> <p>3.4 We will provide you with investment management services in accordance with this Agreement. This means that we shall reasonably endeavour to manage and invest the Account (and any income accruing thereto from time to time), in line with the Investment Strategy communicated to you (as may be amended from time to time), which forms part of your agreement with us.</p> <p>3.5 However, you agree that we shall not be liable if this Investment Strategy is not achieved for any reason. Any</p>	<p>We provide investment advisory and management services.</p>

<p>investment objectives and restrictions stated in the Investment Strategy will not be deemed to be breached as a result of changes in the price or value of assets brought about through movements in the market.</p>	
<p>4. REGULATION AND RETAIL CLIENT STATUS</p> <p>4.1 Our registered office is at 71-75 Shelton St, London WC2H 9JQ, United Kingdom.</p> <p>4.2 For the purposes of the FCA Rules, we have classified you as a Retail Client for all Services we may provide you. Unless we separately notify you in writing that you have been classified as a Professional Client, in which case, you will be classified as a Professional Client for all of the Services we may provide you.</p> <p>4.3 Where you have been classified as a Professional Client you hereby agree that you have not elected to be treated as a Retail Client. As a Professional Client, you acknowledge and agree that, when dealing with us, you will not be afforded with retail customer protections and compensation rights that may generally be available to a Retail Client under the FCA Rules. You hereby confirm your understanding of the above.</p> <p>4.4 If you have been classified as a Professional Client and you wish to exercise your right to elect to be classified as a Retail Client, you must notify us in writing.</p>	<p>You will be classified as a retail client, unless stated otherwise.</p>
<p>5. INVESTMENT EXPERIENCE AND NEEDS ANALYSIS</p> <p>5.1 You agree and acknowledge that we may be required to conduct on a periodic basis a review of your investment knowledge and experience, investment profile, financial objectives, financial situation, and particular needs (the "Investment Experience and Needs Analysis") before or while providing any Services, opening any Account or to entering into any Transaction for your Account. The Investment Experience and Needs Analysis may be recorded in such document as we may require from time to time. Pursuant to such Investment Experience and Needs Analysis, we may collect information about your investment knowledge, investment experience, investment objectives, financial situation and particular needs, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>(a) your financial objectives;</li> <li>(b) your risk tolerance;</li> <li>(c) your employment status;</li> <li>(d) your financial situation, including your assets, liabilities, cash flow and income;</li> </ul>	<p>In order to provide you with our Services, we may need to conduct a review of your investment knowledge, investment experience, investment profile, financial objectives, financial situation and particular needs. We may also need to ensure that the information you've provided us is up to date. We rely on the information you provide to us in order to provide you with our Services. That is why the information you provide to us for our review must be accurate, correct, complete, and up to date. If you provide us with incomplete or inaccurate information, we may not be able to provide our Services to you. If we determine that you don't have the relevant knowledge or experience to invest in certain assets, we may require you to take additional steps, such as successfully completing a general investment online course, as directed by us.</p>

- (e) the source and amount of your regular income;
- (f) your financial commitments;
- (g) your current investment portfolio, including any life policy;
- (h) whether the amount to be invested is a substantial portion of your assets;
- (i) your educational qualifications including whether you hold higher qualifications in business or finance;
- (j) your investment experience including whether you have transacted in certain types of investment products; and
- (k) your employment history including whether you have experience working in a financial institution.

5.2 You warrant and represent to us, and shall be deemed to warrant and represent to us on each occasion that any information is provided to us for purposes of determining your investment knowledge, experience, objectives or needs, that all such information provided to us is accurate, correct, complete, and up-to-date.

5.3 You agree that:

- (a) we are entitled to rely and act, and continue to rely and act, on the information you provide to us without verifying such information, and without any further inquiry or investigation;
- (b) you are, at all times, responsible and liable for the accuracy, correctness, and completeness of the information;
- (c) you will promptly update and inform us of any change in such information; and
- (d) if you do not provide the information requested by us, or if you provide us with incorrect or incomplete information, we may recommend an investment strategy to you based only on the information you have provided, and you shall be solely responsible for ensuring that the investment strategy is suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs. Further, we may also elect not to provide or continue to provide you with our Services; and Notwithstanding the above, you agree that we may at any time confirm with you that there are no material changes to the information provided to us for purposes of determining your investment knowledge, experience, objectives and needs.

<p>5.4 If through the Investment Experience and Needs Analysis, we determine that you do not possess the relevant knowledge or experience to deal in the Investments, we may require you to successfully complete a general investment online course as directed by us or take other steps as we may reasonably require before proceeding with opening an Account, entering into Transactions or engaging or continuing to engage our Services.</p>	
<p><b>6. INVESTMENT STRATEGY</b></p> <p>6.1 Based on the Investment Experience and Needs Analysis, general market and economic condition, and any other factors which we consider to be relevant, we may recommend an investment strategy to you.</p> <p>6.2 You agree that you are not obliged to accept any investment strategy provided or recommended by us and unless otherwise provided for, you shall be entitled to determine, in your sole discretion, whether to accept, reject or implement any investment strategy made or recommended by us.</p> <p>6.3 You may at any time request to vary the investment strategy recommended by us, provided that we are not obliged to agree to provide the Services to you on the basis of your proposed investment strategy. You further understand that should you choose not to accept our recommendation, you shall be solely responsible for ensuring that your proposed investment strategy and Investments entered into are suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs.</p> <p>6.4 We may recommend changes to the Investment Strategy agreed between you and us due to changes in your specific objectives, financial situation, investment experience, knowledge and particular needs, general economic or market conditions, or any other factors which we consider to be relevant. Subject to your prior consent, we may proceed to act on our recommended changes without obtaining further consent from you, and you are deemed to have agreed to our recommended changes to the Investment Strategy.</p> <p>6.5 In certain cases, in our sole discretion, where we believe that your account would no longer be aligned to the agreed Investment Strategy, we may be forced to liquidate the investments in your account, as we can no longer be in a position to ensure that the account has the appropriate risk level, based on your Investment Strategy.</p> <p>6.6 Until we provide such recommendation as referred to in clause 6.4 above to you and you agree, we shall be</p>	<p>We'll recommend an investment strategy to you based on the information you provide to us and other factors we consider to be relevant. You agree that you do not need to accept any advice or recommendation that we make. You can request to change or alter the investment strategy we recommended. We can allow you to do so, but you will be solely responsible for making sure that any Investments that you enter into, not recommended by us, are suitable and appropriate for you.</p> <p>We may recommend changes to the investment strategy.</p>



entitled to act on the previously agreed Investment Strategy.	
<p>7. AUTHORIZATION</p> <p>7.1 You appoint us to manage the Investments and cash you decide to include from time to time in your Account(s). As part of this appointment, we will agree to an Investment Strategy ("Investment Strategy") to be exercised by us when exercising our discretionary investment management services.</p> <p>7.2 You agree that pursuant to the Investment Strategy agreed between you and us:</p> <p>(a) we may recommend an Investment Strategy to you (or recommend changes to the Investment Strategy at any time) and thereafter manage your portfolio on a discretionary basis in accordance with the Investment Strategy and you hereby authorize us to withdraw and invest monies in your Account, as your agent for your sole account and at your sole risk ;</p> <p>(b) we may effect transactions on any market, exchange and execute counterparty and account opening documentation on your behalf and take all routine or day-to-day decisions and otherwise act as we may consider appropriate in our sole and absolute discretion;</p> <p>(c) we may enter into any kind of Transactions or arrangement for you and to invest in any type of investments or other assets and, without limitation, to close out Transactions, deal with your Assets including selling such Assets or settling a sale order on your behalf;</p> <p>(d) you understand the additional risks of giving us discretionary powers to manage your Assets and investments on your behalf;</p> <p>(e) all Transactions, arrangements entered into and actions taken by us on your behalf, including the collection, delivery and receipt of funds or Assets, all payments, closing out and unwinding or Transactions, will be made by us as your agent, for your sole account and at your sole risk;</p> <p>(f) we may determine how Transactions are to be carried out including investment timing and duration, or decide to use or refrain from using measures to hedge against price, currency or interest risks, choose investment instruments which appear appropriate for hedging and use any other measures to optimize returns on existing investments as we may in its absolute discretion, deem fit; provided always that the Transactions, arrangements and actions taken on your behalf are within the relevant Investment Strategy.</p>	<p>Based on the investment strategy that you agree to, we may take certain actions on your behalf to manage your Account. This includes buying or selling Investments on your behalf. We may consolidate sales and purchases of Investments that we carry out for you together with transactions we carry out for our other clients. Therefore, there may be slight variation between the proportion of your Assets we allocate to each type of Investment than the allocation that we may have informed you.</p>

<p>7.3 As we may pool together Transactions executed on behalf of our other clients with Transactions to be executed on your behalf. Therefore, the precise proportion of your Assets allocated to each type of Investment may vary slightly from any representations we made to you regarding such Investments, save that under no circumstances, will the proportion of your Assets allocated to each type of Investments deviate by more than 20% of what was represented to you, for more than 7 consecutive business days.</p>	
<p>8. INITIAL COMPOSITION AND VALUE OF ACCOUNT</p> <p>8.1 The initial composition and initial value of your Account(s) (over which you have given us discretionary powers to manage on your behalf) will be supplied to you as soon as reasonably practicable via the Platform.</p> <p>8.2 You undertake to check the details of the initial composition and initial value of your managed Account(s) supplied by us and notify us as soon as practicable if there are any inaccuracies.</p>	<p>We will give you an overview of the initial composition of your Account as soon as practicable via the Platform.</p>
<p>9. CONFIRMATIONS AND STATEMENTS</p> <p>9.1 We will send you regular statements of your Account holdings, investment valuations, transactions, fees paid and any other information as required by the FCA Rules.</p> <p>9.2 It is agreed that you shall not receive information on transactions executed in respect of the Account on a transaction-by-transaction basis.</p>	<p>You will receive a regular statement from us.</p>
<p>10. YOUR MONIES</p> <p>10.1 Where we receive Client Money, then such Client Money will be held on your behalf and will be subject to the protections conferred by the Client Money Provisions of the FCA Rulebook and therefore:</p> <p>(a) the money will be held separately from money which belongs to us; and</p> <p>(b) if we become insolvent, are wound up or are the subject of some other insolvency event then the Client's Money will be subject to the FCA's Client Money Distribution rules.</p> <p>10.2 You will deposit your Client Money directly into a client account as specified by us. This client account will be held on our behalf by a bank suitably licensed or such other type of financial institution permitted under the relevant FCA Rules.</p> <p>10.3 Money held on your behalf in such an account will</p>	<p>We maintain your money in a consolidated client account for all our clients' monies. If you make investments into certain portfolios, we may also hold your money together with the monies of our other clients in a consolidated client account. See the clause below that explains how your monies will be transferred and held by our brokers, custodians, and other intermediaries when we arrange for Investments to be purchased. We will only accept monies from you from bank accounts that belong to you. If we aren't convinced that the monies deposited by you came from bank accounts that belong to you, we'll refund the monies to you, unless we're required under applicable laws to withhold the monies. Likewise, we'll only repay your monies to bank accounts that belong to you.</p>

not be subject to the payment of interest.

10.4 We may, for the purpose of depositing monies received on your Account, maintain a client account with an entity outside of the United Kingdom, such third party, may be a related party, that is, in the same Group as us. This third party will be appropriately licensed, registered or authorised to conduct financial services in the respective jurisdiction in which the account is maintained. In such case, you understand that the market practices, insolvency and legal regime relating to client accounts in the relevant jurisdiction may differ to the regime which applies in the United Kingdom. Depending on the jurisdiction, this may affect your ability to recover the funds deposited in the client account.

10.5 You acknowledge that where your monies are held with such bank, custodian, other financial institution and/or otherwise passed on to an Intermediary, as described in Clause 11.1 below, the manner in which your monies may be held by different entities may be different.

10.6 In addition, we may hold monies received on your account in an omnibus customer client account together with monies that we hold for other customers. This means that such monies in the client account will be commingled with the monies of our other customers.

10.7 In the event of insolvency of the bank, custodian or other financial institution holding the omnibus customer client account, you understand that you may not be able to fully recover your monies. Further, as your monies are commingled with those of other customers in the same account, you may potentially be exposed to the losses of other customers.

10.8 Notwithstanding us holding or controlling Client Money on your behalf, we will be entitled to realise or withdraw Client Money where there are any sums due to us, a member of our Group or to any other person in respect of commissions, fees, expenses or otherwise pursuant to this Agreement (plus any applicable VAT) or in respect of settlement of a transaction with a third party and where we or a member of our Group would otherwise be liable to settle that transaction. Such sums may be withdrawn from any of your accounts held or controlled by us, and we are given authority in our capacity pursuant to this Agreement to make payment of all invoices and other requests for payment in respect of such sums.

10.9 We shall only pay monies in the client account belonging to you to bank accounts belonging to you. We reserve the right to withhold such payments if we are not satisfied that the monies will be paid to bank accounts belonging to you.

## 11. BROKERAGE, CUSTODY AND USE OF INTERMEDIARIES

11.1 We may use or engage a person (including a nominee, agent, broker, custodian, fund manager, market-maker, exchange and/or other third party) ("Intermediary") to, directly or indirectly:

- (a) execute or clear Transactions;
- (b) purchase and/or manage Investments; and/or
- (c) hold or custodise any of your funds or Assets.

11.2 Provided that we have selected such Intermediary in good faith, you agree we shall have no liability or responsibility for any act, omission, insolvency, negligence, failure or default of the Intermediary. Our Intermediaries may also appoint further custodians, sub-custodians, trustees, registrars, administrators, nominees and/or agents as may be necessary or expedient to provide the relevant services or Investments to us. You agree that we shall have no liability or responsibility in relation to any actions taken by such persons or these further appointments by our Intermediaries which are beyond our reasonable control.

11.3 In connection with our obligations under this Agreement, where placing orders with Intermediaries, we have established an order execution policy details of which are found on our Global Order Execution Policy. By entering into this Agreement you also agree and consent to our Global Order Execution Policy. We may arrange for an order to be executed by an Intermediary, either in whole or in part, by selling an investment to you from another client, or another client of our Associate, or vice versa. We will not give you prior notice if we arrange for an order to be executed in this manner. We may also at our discretion arrange for your orders to be aggregated with our own orders or those of other clients of ours or our Associates when we pass the instructions on to the relevant Intermediary. We believe that doing this generally will be to your advantage, for instance to obtain better execution or reduced foreign exchange or other dealing costs by being part of a larger transaction. However, on occasion, this may result in you obtaining a less favourable price.

11.4 You further acknowledge and agree that where we sell or purchase Investments on your behalf, we may do so by selling or purchasing from Intermediaries, our other customers and/or such other third parties as we may deem suitable as part of our management of your portfolio.

11.5 You shall indemnify us against any and all action which we deem in good faith necessary to ensure that we

We will arrange for Investments to be purchased through brokers. In some cases, we may arrange for the purchase of Investments, such as units of collective investments schemes, through scheme managers or fund managers. We will enter into such arrangements with such Intermediaries in our name. If we have to take any action against these Intermediaries to ensure that we can perform our duties under the Agreement, you agree to indemnify us if these actions are taken in good faith. You also understand that since the arrangements are entered into between us and the Intermediaries, there is a risk that the Intermediaries may take actions against us to your disadvantage. For certain portfolios in which the Investments are units of collective investment schemes that are purchased through a scheme manager, we will ensure that the relevant scheme manager is licensed by a recognised financial services regulator to conduct fund management activities. The scheme manager may also appoint appropriately licensed custodians, trustees, registrars, and administrators in respect of collective investment schemes. The custodial arrangements in respect of these Investments will be subject to the terms and conditions that the scheme manager and the relevant custodian together agree.



will not be in default of our obligation or responsibilities under this Agreement. Our foregoing right shall apply even though as between you and us, you may be in actual or anticipatory default. The foregoing indemnity in our favour is in addition to any other right that we may have (whether expressly provided as between us or implied by law).

11.6 You agree that neither us nor our Intermediaries shall provide any margin facility to you in respect of the Investments.

11.7 Without prejudice to any other provision in this Agreement, you agree that:

(a) Where we Arrange Custody on your behalf pursuant to this Agreement, your Safe Custody Investments may be held in an omnibus custody account with an entity which is licensed, registered or authorised to act as a custodian (whether a broker/ custodian/ nominee/ exchange/ clearing house or otherwise ("Custodian")) in the country or territory where such Investments are held. In such case, you understand that the market practices, insolvency and legal regime relating to custody accounts applicable in the relevant jurisdiction may differ from the regime applicable in the jurisdiction where we the company holds a financial regulatory license to operate. Such differences mean that your Investments may not enjoy the same level of protection. Depending on the jurisdiction, this may affect your ability to recover the Investments deposited in the custody account;

(b) provided that we have selected or engaged such Custodian in good faith, we shall not be liable to you for any and all loss suffered or incurred by you as a result of any act, omission or insolvency of such Custodian; your Investments may be treated as fungible with other Investments in the omnibus custody account and therefore, we are not obliged to deliver any specific Investments to you and may instead sell the Investments at your expense and transfer to your Account the proceeds of such sale (if any).

11.8 You acknowledge that where your Investments are held with different Intermediaries and/or appointees of our Intermediaries, the manner in which your Investments may be held in different entities may be different.

## 12. RISKS ACKNOWLEDGEMENT

12.1 You are fully aware of the risk relating to Transactions entered into. In particular, you understand that:

(a) Your Investments are not "capital protected" and therefore, you may lose your capital by entering into the Transactions;

You understand that there are risks involved in the Investments, some of which are highlighted in clause 12.1.

For example, the Investments are not "capital protected", so therefore you may lose your capital by investing.

In addition, the Investments may be listed

(b) Where the Investments are listed outside of the jurisdiction that the company holds the financial regulatory license to provide investment services, such Investments are subject to the laws and regulations of the jurisdiction they are listed and you are aware of the risks involved with investing in such products, including but not limited to differences in regulatory regime and investor protection, differences in legal systems, jurisdiction-specific costs (including tax related costs), exposure to foreign counterparty and correspondent broker risks, and exposure to the political, economic and social developments in the applicable jurisdiction. You acknowledge receipt of the Risk Warning Statement in SCHEDULE 3 and understand its contents; and

(c) Your payments or receipts under a Transaction will be linked to changes in the particular financial market or markets to which the Transaction is linked, and you will be exposed to price, currency exchange, interest rate or other volatility in that market or markets. You may sustain substantial losses on the Investment if the market conditions move against your positions. It is in your interest to fully understand the impact of market movements, in particular the extent of profit/loss you would be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss if you have to liquidate a position if market conditions move against you. Your position may be liquidated at a loss, and you will be liable for any resulting deficit in your Account with us.

(d) The fluctuations in foreign currency rates have an impact on the profit/loss and the Investment where the Transaction is denominated or settled in a different currency from the currency where you carry on your ordinary business or keep your accounts.

12.2 You agree that any advice provided by us will be based on information from sources believed to be accurate, however no representation or warranty, express or implied is made by us as to the accuracy, completeness or suitability of such advice.

12.3 You agree that you are solely responsible for making your own independent investigation and appraisal of all Investments and your own independent verification of any advice, recommendations, view, opinion or information provided by us. You shall fully understand and familiarise yourself with all the terms and conditions of each Investments and the risks involved, and agree that you will only accept our recommended Investment Strategy and Transactions on the basis of your own independent review and determination that the Investment Strategy and/or Investments are suitable and appropriate for you, taking into account your specific objectives, financial situation,

outside of the jurisdiction that the company holds the financial regulatory license to provide investment services and not necessarily denominated in the currency of that region. There are risks involved in investing in overseas products.

You will be required to confirm that you have received and understood the Risk Warning Statement in SCHEDULE 3. The Risk Warning statement explains to you that an overseas-listed investment product that may be part of your Investment is subject to the laws and regulations of the country in which the investment product is listed. As a result of that, you are required to be aware of the information set out in the statement. The Risk Warning statement also cautions that you should not invest in an overseas-listed product if you don't understand or aren't comfortable with taking such risks.

You are also required to confirm that you have made all necessary enquiries, and that we have informed you of all important information about the Investments, including (but not limited to) the information set out under clause 12.4(a) to (n). You confirm that you have the financial means to manage all the economic consequences and risks of the Investments, and if required, you have obtained your own professional advice from your tax, legal, and other advisers.

investment experience, knowledge and particular needs.

12.4 You agree and acknowledge that you have made all necessary enquiries and we have informed you of all material features of and risks involved in respect of the Investments including but not limited to information on:

- (a) the nature and objective of the Investments;
- (b) the key benefits and risks of the Investments;
- (c) details of the providers of the Investments;
- (d) your key rights with respect to the Investments;
- (e) the intended investment horizon of the Investments;
- (f) the ease of converting the Investments to cash;
- (g) the expected level of your risk tolerance in respect of the Investments;
- (h) the commitment required from you in respect of the Investments;
- (i) the pricing of the Investments;
- (j) the fees and charges to be borne by you in respect of the Investments;
- (k) the frequency of reports to be provided to you in respect of the Investments;
- (l) any applicable charges or restrictions on withdrawal, surrender or claim procedures of the Investments;
- (m) any applicable warnings, exclusions and disclaimers; and
- (n) information in relation to where the prospectus in respect of the Investment (if applicable) may be accessed, or if we consider it appropriate, an abridged version of such prospectus.

12.5 You expressly acknowledge that you have the appetite to assume all economic consequences and risks of the Investments and to the extent necessary, have consulted your own tax, legal and other advisers.

12.6 You also acknowledge that we may have an interest in the subject of the report or recommendation, may be a counterparty to any Investments entered into by you and/or may otherwise benefit from your Investments.

### 13. CHARGES AND FEES

The Fees that you are required to pay to COCOA for the Service are specified in the Fee

13.1 The fee payable by you to us for the Service is specified in the Fee Schedule available at [www.cocoainvest.com/fees/](http://www.cocoainvest.com/fees/) ("Fees") as may be amended from time to time. All liabilities, costs and expenses which we incur under this Agreement will be covered by the Fees.

13.2 You shall make all payments due under this Agreement free and clear of, and without deduction, withholding or set-off on account of, any tax or levy or any other charges present and future.

13.3 You shall be liable for any goods and services tax, value-added tax or any other tax of a similar nature chargeable by law on any payment you are required to make to us. If we are required by law to collect and make payment in respect of such tax, you will indemnify us against such payments.

13.4 We may deduct your Account with the full amount of any Fees payable by you, or any other monies owed by you to us pursuant to any liability of any nature arising in respect of the Account or otherwise. For this purpose, we may withdraw and collect uninvested cash in your Account and/or sell your Assets and collect the proceeds from such sale.

Schedule at [www.cocoainvest.com/fees/](http://www.cocoainvest.com/fees/). The Fees include all liabilities, costs, and expenses that COCOA incurs under this Agreement. The Fees may be amended. When you are making any form of payment to us, you are required to pay for any applicable goods and services tax, value-added tax, or any other tax similar in nature that is chargeable by law. If we are required by law to collect and make payment for such a tax, you must reimburse us for any such payments incurred. We may deduct from your Account the full amount of Fees that you owe. In order to deduct the amount or monies due to us, we may withdraw and collect uninvested cash in your Account and/or sell your Assets and collect the proceeds from such sale.



## SCHEDULE 1 - DEFINITIONS

Schedule 1 - Definitions	Summary
<p>1. DEFINITIONS</p> <p>1.1 In this Agreement, where the context so admits, the words and expressions used in this Agreement shall have the following meaning:</p> <p>"Account" means the account which we have set up for you and granted to you pursuant to this Agreement;</p> <p>"Access Method" means any user identification, passwords and other security credentials assigned to you and required to access and use the Platform using your Account;</p> <p>"Actual Settled Amount" means, in relation to:</p> <p>(a) a Conversion - the sum of money that results from the Conversion based on the actual rate of exchange (not being a rate of exchange provided on a real-time basis at the time the Conversion was executed) provided to us by a third party provider chosen at our discretion; or</p> <p>(b) a Transaction - the sum of money used for the execution of the Transaction based on the actual price (not being the price(s) of the relevant Investment(s) reflected on a real-time basis at the time the Transaction was executed) of the relevant Investment(s).</p> <p>"Affiliates" has the meaning ascribed to it in paragraph 15 of SCHEDULE 2 of this Agreement;</p> <p>"Applicable Laws" means all applicable local or foreign laws, rules, acts, regulations, subsidiary legislation notices, notifications, circulars, licence conditions, directions, requests, requirements, guidelines, directives, codes, information papers, practice notes, demands, guidance and/or decisions of any national, state or local government, any agency, exchange, regulatory or self- regulatory body, law enforcement body, court, central bank or tax revenue authority or any other authority, whether having the force of law or not (including any intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions or otherwise), as may be amended from time to time;</p>	<p>This Schedule sets out the definitions of specific words and expressions (capitalised terms) that are used in the Agreement.</p>

"Asset" means all moneys, cash, securities, or other financial instruments or products, and other property of yours held with us or through us;

"Business Day" means a day, other than a Saturday or Sunday or Public Holiday, on which we are open for business, and in the context of Instructions and Transactions involving a foreign element, a day, other than a Friday, Saturday or Sunday, when we and the relevant financial markets and institutions in the country concerned are open for business;

"FCA" means the Financial Conduct Authority;

"FCA Rules" means the rules made by the FCA for carrying out the purposes of Regulatory Law contained within the FCA Rulebook;

"Conversion" means the conversion of a sum of money denominated in one currency to any other currency as we may carry out on your behalf under this Agreement;

"Custodians" means brokers/ custodians/ nominees/ exchanges/ clearing houses;

"Data Protection Law" means United Kingdom Personal Data Protection Law;

"FCA Rules" means the rules made by the FCA for carrying out the purposes of Regulatory Law contained within the FCA Rulebook;

"Initial Settled Amount" means, in relation to:

(a) a Conversion - the sum of money that results from the Conversion based on rate of exchange provided to us by a third party provider on a real-time basis at the time the Conversion was executed; or

(b) a Transaction - the sum of money used for the execution of the Transaction based on the price(s) of the relevant Investment(s) reflected by a third party provider on a real-time basis at the time the Transaction was executed. "Instructions" means any communication, instruction, order, message data or information received by us through or pursuant to the Platform or otherwise referable to your Access Methods, and any information delivered to us offline by any methods as we may agree;

"Intermediary" nominee, agent, broker, custodian, fund manager, market-maker, exchange and/or other third party;

"Investment Experience and Needs Analysis" has the meaning ascribed to it in clause 4.1 of this Agreement;

"Investment Strategy" has the meaning ascribed to it in clause 6.1 of this Agreement;

"Investments" means any securities, or other financial instruments or products which we may purchase or sell on your behalf;

"Personal Data" has the meaning ascribed to it in Personal Data Protection Law ("PDPL");

"Platform" means the online platform (accessible through our website at [www.cocoainvest.com](http://www.cocoainvest.com) or through our mobile application) operated by us;

"Privacy Policy" means the policy on the privacy and protection of Personal Data adopted by us as made available at [www.cocoainvest.com/privacy-policy](http://www.cocoainvest.com/privacy-policy), as may be supplemented, amended or varied from time to time upon our notification to you;

"Service" means any service provided by us pursuant to this Agreement;

"System" means the hardware, software and telecommunication links or any part thereof used from time to time for the purpose of providing, supporting, accessing and/or otherwise referable to the Platform;

"Transactions" means transactions in such Investments as we may carry out on your behalf under this Agreement, including the purchase or sale of Investments; and

1.2 The words "we", "us", "our" or any of their derivatives refer to COCOA and its successors and any novatee, assignee, transferee or purchaser of COCOA's rights and/or obligations hereunder and any reference to COCOA includes a reference to such successor, novatee, assignee, transferee or purchaser.

1.3 The words "you", "your", "yours" or any of their derivatives refer to the person who opened the Account and/or using our Services and shall include, as the context may require, personal representatives (as the case may be)

## SCHEDULE 2 - General Terms &amp; Conditions

Schedule 2 - General Terms & Conditions	Summary
<p>1. REPRESENTATIONS</p> <p>1.1 You represent and warrant that:</p> <p>(a) If you are an individual, you are the legal and beneficial owner of the Account;</p> <p>(b) If you are not a natural person, the person(s) signing this Agreement has been duly authorized to execute this Agreement on your behalf and you are duly organised, validly existing and in good standing under the laws of the jurisdiction of your incorporation and you will be the legal and beneficial owner of the Account.</p> <p>(c) all information and documents provided to us, including the information contained in the pre-admission questionnaire completed by you prior to you opening an Account with us, are true, correct and complete and not misleading in any material way;</p> <p>(d) you have the capacity, power and authority to enter into, exercise your rights and perform and comply with your obligations under this Agreement;</p> <p>(e) all actions, conditions and things required to be taken, fulfilled and done, in order: (i) to enable you to lawfully enter into, exercise your rights and perform and comply with your obligations under this Agreement, and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;</p> <p>(f) your obligations under this Agreement are valid, binding and enforceable;</p> <p>(g) you are solvent, able to pay your debts as they fall due and are a going concern or not an undischarged bankrupt;</p> <p>(h) your entry into, exercise of your rights and/or performance of or compliance with your obligations under this Agreement does not and will not (i) violate any agreement to which you or where applicable, any of your affiliates, is a party or which is binding on any of you or your respective assets, or (ii) result in the existence of, or oblige any of you to create, any security over those assets;</p> <p>(i) you have obtained all consents, licences, approvals or authorisations of, exemptions by or registrations with or declarations by, any governmental or other authority that you require to enter into this Agreement, make use of the Services and to perform your obligations under this</p>	<p>Through the Agreement, you make certain representations and warranties to us. This includes, amongst others, confirming:</p> <ul style="list-style-type: none"> <li>● that you are the person who owns the Account, and any benefits of the Account belong to you;</li> <li>● that the information you provide to us is true, accurate, and complete;</li> <li>● that you are legally able to enter into the Agreement and do everything required under the Agreement;</li> <li>● that you are not a bankrupt;</li> <li>● that entering into the Agreement will not cause you to be in violation of any of your obligations;</li> <li>● that you will comply with all Applicable Laws when using our Services.</li> </ul>



<p>Agreement, and these are valid and subsisting and will not be contravened by the execution or performance of this Agreement;</p> <p>(j) your use of our Services complies with all Applicable Laws; and</p> <p>(k) you will inform yourself and, if necessary, consult your own professional advisers as to the relevant legal, tax and exchange control regulations in force in the countries of your citizenship, incorporation, residence or domicile.</p>	
<p><b>2. COMPLIANCE WITH LAW AND TAX IMPLICATIONS</b></p> <p>2.1 The provision of all Services by us to you, any Account and Transaction and the relationship between us and you shall be subject to all Applicable Laws provided that to the extent permitted by law, a breach of any Applicable Law shall not discharge or release you from any of its obligations under this Agreement to us. The availability of any Service or any terms and conditions applicable thereto (including pursuant to this Agreement) may be varied by us without notice to you for compliance (voluntary or otherwise) with the Applicable Laws.</p> <p>2.2 We do not provide any tax or legal advice to you, but may (but are not obliged to) in performing the Services, take into account external legal and tax advice we obtain for this purpose. In providing the Services to you, we may rely on external tax and legal advice but, to the extent permitted by law, accept no responsibility for such advice.</p> <p>2.3 We shall be entitled to rely on and act in accordance with all legislation and any guidelines, codes, or other information applicable to it, including that published by the FCA to the extent applicable to us and we shall not incur any liability to you as a result of so relying or acting. For the avoidance of doubt, this Agreement shall be construed in accordance with any Applicable Laws.</p> <p>2.4 You agree that nothing in this Agreement shall exempt, limit or exclude us from acting in compliance with any applicable guidelines or any other Applicable Laws in carrying out its obligations under this Agreement. To the extent that any provision of this Agreement is inconsistent with the requirements of any Applicable Laws or other information applicable to us, including that published by the FCA, the requirements of the relevant Applicable Laws shall prevail over this Agreement.</p>	<p>The provision of all Services by COCOA to you, any Account and Transaction and relationship between COCOA and you is subject to all Applicable Laws and to the extent permitted by law. We are not required to take any action which will cause us to be in breach of any Applicable Law. We don't provide any tax or legal advice.</p>
<p><b>3. IDENTIFICATION</b></p> <p>3.1 You acknowledge that we are obliged to carry out "Know Your Customer" procedures in accordance with our</p>	<p>You acknowledge that we are required by Applicable Laws and our policies to carry out customer due diligence. We may share information you provide to us with relevant</p>

policies and Applicable Laws.

3.2 Accordingly, before we can open an Account for you, provide you with our Services or enter into any Transaction for your Account, you must submit to us (through our website or such other method as we may notify you) all the documents, evidence, and information as we may require to carry out such "Know Your Customer" procedures. You undertake to inform us promptly of any change in the information provided.

3.3 In addition, you agree to provide any information or documents requested by us in relation to any Account, Transaction and Services, including, where desirable or where required for the purposes of complying with any Applicable Law or pursuant to any order, direction, or request by any applicable court, government or regulatory authority. This includes but is not limited to any applicable anti-money laundering requirements, or any applicable tax disclosure or reporting obligations.

3.4 Specifically, and without prejudice to the generality of our rights under paragraph 3.3 of this SCHEDULE 2, we may (where applicable) share the information you provide to us to the tax Authority of the United Kingdom, the relevant Authorities in the FCA and/or the Internal Revenue Service of the United States of America for the purposes of complying with our obligations under applicable tax disclosure or reporting obligations. Without prejudice to any other representation and/or warranty you have provided, you confirm that you have examined the information and documents you have provided to us and such information and documents are true, correct and complete.

court, government, or regulatory authorities.

You confirm that you have examined the information and documents you have provided to us, and that such information and documents are true, correct, and complete.

#### 4. USE OF OUR SERVICES

4.1 After opening an Account with us, you shall be entitled to enjoy the Services through our Platform which we may provide, subject to any addition, modification, suspension or termination of such Services in accordance with this Agreement.

4.2 We may monitor all your use of Services so as to detect any improper activity relating thereto. You shall comply in a timely manner with our requests for information, documents and other material requested by us.

4.3 You agree to use our Services only for lawful purposes, in accordance with the terms of this Agreement.

4.4 We may at our absolute discretion provide alternative means by which you may enjoy the Services outside the Platform, which will be subject to such terms and conditions as we may notify you.

After opening an Account with us, you are entitled to enjoy the Services through our Platform or alternative means as we may inform.

We may monitor your use of our services.

<p><b>5. POWER OF ATTORNEY</b></p> <p>5.1 You authorize us to be your attorney (with full rights of substitution) with full authority to be your true and lawful attorney and to in your name do on your behalf all things you could have done for the purposes of:</p> <p>(a) carrying out any Transactions for your Account or any of your Instructions;</p> <p>(b) discharging any of our obligations to you under this Agreement; and/or</p> <p>(c) doing anything which in our opinion is necessary or desirable to preserve our rights under this Agreement.</p> <p>5.2 You undertake to ratify and confirm, and hereby ratify and confirm, all that we may do pursuant to this power of attorney.</p>	<p>You authorise us to act on your behalf to do the following for the purposes set out under paragraphs 5.1(a) to (c).</p>
<p><b>6. STATEMENTS AND DOCUMENTS</b></p> <p>6.1 Any statements and any other documents sent will be sent to you through a URL link to the Platform which will be provided to you via electronic means to the electronic mail address indicated by you at Account Opening or edited subsequently through the "Change of Email procedure" available on the Platform. You agree and acknowledge that such documents will be made available for viewing on the Platform, and therefore, you may download, save or print the documents for your subsequent reference.</p> <p>6.2 You agree to verify the correctness of all details contained in each statement, or any document sent to you and inform us within 14 days from the date of such document of any discrepancies, omissions, or errors. Upon the expiry of this period, the date of such document shall be conclusive evidence against you (save for manifest or clerical error) without further proof, except as to any alleged errors so notified, that such details are correct, but subject always to our right to amend or delete from time to time, any details wrongly inserted by us as set out in 6.3 of this Schedule below. Except as provided in this paragraph, and provided that we are not fraudulent or in willful default, we shall be free from all claims in respect of any Account or the details of the Transactions or Services contained in such documents.</p> <p>6.3 We have the right, upon giving reasonable notice to you, to reverse any entry, demand refund, and/or debit the Account in respect of any overpayment or wrongful credit in the Account.</p> <p>6.4 Without prejudice to any of the foregoing we may at</p>	<p>We will send statements and other documents to you through a URL to the Platform that will be provided to you by email. You agree to check the details of such statements and documents, and to inform us within 14 days from the date you receive it of any discrepancies, omissions, or errors. At the end of the 14-day period, all details contained in each contract note, statement, transaction advice sent to you will be conclusive and cannot be challenged or contradicted (save where there is very serious or clerical error) by you.</p>

<p>any time without prior notice to you rectify any clerical errors that may have been made.</p> <p>6.5 Where you have not received any document, advice, statement of account, contract note, Confirmation, or other notification relating to a specific Transaction within the normal period for postal deliveries, you must advise us immediately.</p>	
<p><b>7. CURRENCY CONVERSIONS, TRANSACTION PRICES AND CORRECTIVE ACTIONS</b></p> <p>7.1 We are entitled to convert any sum received by us (whether for credit into your Account or in payment of any sum due to us) to the currency of the Account or the currency in which payment is to be made, as the case may be, at a rate of exchange determined by us at the relevant time.</p> <p>7.2 We may, at any time at a rate determined by us in our sole and absolute discretion, convert any amount in any Account or standing to your credit to any other currency for the purpose of carrying out your Instructions or exercising our rights under this Agreement. Exchange rate losses and the costs of Conversion shall be borne by you.</p> <p>7.3 You acknowledge that all Conversions and Transactions will be executed based on the rates of exchange and prices, respectively, available to us on a real-time basis. You acknowledge that we may rely on third party providers for the provision of such rates and/or prices, and that we shall not be liable for any loss resulting from erroneous or inaccurate information provided to us by such third party providers.</p> <p>7.4 In the event:</p> <p>(a) there is, in relation to any Conversion or Transaction, a discrepancy between the Conversion's or Transaction's Initial Settled Amount and Actual Settled Amount; and</p> <p>(b) the discrepancy falls within a threshold set by us in our absolute discretion (which takes into account the absolute value of the discrepancy as well as the relative value of the discrepancy as compared to that of the portfolio in which the discrepancy arose), we reserve the right, and you give your consent for us, to take all actions as we, in our absolute discretion, deem necessary or expedient to rectify the discrepancy, including but not limited to making adjustments to your portfolio(s) and/or our Systems, or crediting or debiting your Account. You agree that we shall not be liable for any loss or damage that you may suffer or incur as a result of any such actions taken by us pursuant to this clause.</p>	<p>We can, at any time, convert any amount, in any Account or standing to your credit, to any other currency, at a rate determined by us, to carry out your Instructions, or to exercise our rights under this Agreement. You will bear the exchange rate losses and costs of Conversion.</p> <p>We will execute all Conversions and Transactions using real-time exchange rates and prices, respectively. However, in relation to these Conversions and Transactions it is possible for discrepancies to arise between the initial settled amount (based on real-time rates/prices) and the actual settled amount. If a discrepancy is significant enough (based on its absolute or relative value), we may take actions to rectify such a discrepancy, such as making adjustments to your portfolio(s) and/or our Systems, or crediting or debiting your Account.</p>
<p><b>8. SET-OFF AND LIEN</b></p>	<p>If you owe money or don't do something you</p>



<p>8.1 For so long as you owe monies or obligations (of any nature and however arising) to us, you may not withdraw your Assets from your Account without our consent. We may at any time withhold any Assets pending full settlement of all such monies or obligations owed by you.</p> <p>8.2 All your Assets in your Account shall be subject to a continuing first fixed charge and general lien for the discharge of all obligations due from you to us. We have the power to sell any Assets in or towards settlement of your obligations to us.</p> <p>8.3 All documents of title and other documents relating to the Assets shall be deposited or transferred by you to us or otherwise placed at our order or at our disposal or under our control.</p> <p>8.4 You warrant and undertake that none of the Assets held in your Account are or shall be subject to any lien or charge in favour of any other person.</p> <p>8.5 Without prejudice to any right of set-off or general lien or other rights to which we may be entitled, we may set-off from any Assets held in your Account (including any of your monies held in a trust account) against and in whole or partial payment of any sum or liability owed by you to us.</p> <p>8.6 You authorise us to do anything in your name which is necessary for us to be able to do any of the foregoing.</p> <p>8.7 Our rights under this Agreement are in addition to any other rights we have at law or under any other agreement, and shall not prejudice any other rights or security that we may have.</p>	<p>are required to do under the Agreement, you may not withdraw your Assets from your Account without our permission. We may at any time prevent you from using your Assets until you have fully settled all the monies owed by you or do what you are required to do under the Agreement. We have control of your Assets in your Account by way of a continuing first fixed charge and general lien. The effect of the continuing fixed charge and general lien is such that if you do not do what you are required to do under the Agreement, we will have the power to sell any Assets in your Account to compensate for the failure of your performance of your obligation under the Agreement owed to us.</p>
<p>9. RELATED DEALINGS</p> <p>9.1 All Transactions that you carry out with us and/or Services we provide to you shall be interrelated. We are therefore entitled to withhold performance of or not to perform our obligations should you fail to fulfil any one of the obligations incumbent upon you.</p>	<p>All your Transactions and Services we provide to you are connected and related. If you don't fulfil your obligations for any of them, we have the right not to carry on activities for your other Transactions and Services.</p>
<p>10. NO JOINT ACCOUNTS</p> <p>10.1 Currently, you may only open an Account with us in the name of one person or one legal entity, as we do not offer joint accounts.</p> <p>10.2 Where you are an individual, your executor or administrator shall be the only person recognised by us in the event of your death. Upon your death, we are entitled to retain any of your Assets by us, and any monies payable to or credit in any Account until such time that a</p>	<p>Currently, we only offer individual Accounts (i.e. we do not offer joint accounts). In the event of your death, we will recognise your executor or administrator as the person entitled to operate your Account.</p>

<p>grant of probate or letters of administration are produced by your executor or administrator.</p>	
<p><b>11. REFERRALS</b></p> <p>11.1 You may have been introduced to us by a third party. We do not accept responsibility for any conduct, action, representation or statement of such third party. We may share our Fees with or provide such other benefit as we may deem appropriate to such third party or any other third party.</p>	<p>If you were introduced to us by a third party, we don't accept any responsibility for the conduct, action, representation, or statement of the referring third party. We may share our Fees with or provide other benefits to the referring third party or any other third party.</p>
<p><b>12. DORMANT ACCOUNTS AND UNCLAIMED ASSETS</b></p> <p>12.1 In the event that you have not accessed your Account through the Platform or otherwise undertaken any activity in relation to your Account (such as transfer-in of funds) for five (5) years, the Account will be deemed dormant and de-activated. Re-activation is required for the Account to resume activity. If you wish to re-activate the Account, you agree to provide us with such information as we may require to authenticate your identity. Otherwise, we may terminate your Account in accordance with this Agreement. If we determine in good faith that we are still unable to trace you in the five (5) years following dormancy, the Account will be terminated and you agree that all Assets then standing to the credit of any Account or otherwise held by us or our Affiliate (as the case may be) together with any property as may from time to time continue to accrue to those monies and property (whether by way of dividends, interest or otherwise) may forthwith be appropriated by us to ourselves to utilise in any manner we so wish for our own benefit. You thereafter shall have no right whatsoever to claim such monies and property (or any other property as may accrue to it), you being deemed to have waived and abandoned all your rights to such Assets (and any other property as may accrue to it) in favour of us and we will after setting off any applicable administrative costs, donate the proceeds of your Assets to a charity of our choice.</p>	<p>If you have not accessed your Account through the Platform or otherwise undertaken any activity in relation to your Account for five (5) years, we will deem your Account as dormant, and then de-activate it. If you wish to re-activate the Account, you agree to provide us with information we require to authenticate your identity. If you remain uncontactable in the next five (5) years after we have deemed your Account dormant, we will terminate your Account. In this case, we are entitled to use any remaining Assets in any Account or any Assets held for you by us or our affiliate (including accrued dividends, interests or otherwise) in any manner we wish. We intend to sell your Assets and donate the proceeds to charity.</p>
<p><b>13. NO WAIVER</b></p> <p>13.1 No failure or delay on our part in exercising any power of sale or any other rights or options hereunder and no notice or demand which may be given to or made upon you by us with respect to any power of sale or other right or option hereunder, shall constitute a waiver thereof, or limit or impair our right to take any action or to exercise any power of sale or any other rights or options hereunder without notice or demand, or prejudice our rights as against you in any respect or render us responsible for any loss arising therefrom. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A</p>	<p>Our failure or delay in exercising any rights we have under this Agreement doesn't mean that we waive our rights to take such action.</p>

<p>waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.</p> <p>13.2 We may grant time or other indulgence to you or any other person, without impairing or affecting in any way any of our rights as against you or any such other persons.</p>	
<p>14. ELECTRONIC RECORDS</p> <p>14.1 Our records (including computer and microfilm stored records or any other electronic records stored by us) of all matters relating to you, any Transactions on your Accounts, the Accounts and/or any Services provided to you is conclusive evidence of such matters and is binding against you for all purposes, save for manifest or clerical error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever.</p> <p>14.2 You acknowledge and agree that we shall be entitled to destroy or dispose of all registers, statements and other records and documents relating to the Account, Services or Transactions at any time after the expiration of any period of retention required by Applicable Law. We shall not be liable in any way for such destruction or disposal.</p>	<p>Any records of yours that we store, Transactions on your Accounts, and/or Services that we provide to you are conclusive and cannot be challenged by you.</p>
<p>15. AFFILIATES</p> <p>15.1 You acknowledge and agree that we may, in the conduct of our functions, instead of acting ourselves, delegate to or appoint any service provider, agent, sub-agent, contractor, sub-contractor, broker, dealer custodian, nominee or other third parties, whether in the United Kingdom or otherwise, (and such persons shall be referred to in this Agreement as an "Affiliate" of ours, where the context permits) to carry out,, execute or clear any Transaction, hold, custodies or deal with your Assets, or provide ongoing maintenance and support services for the operation of the Platform or such other Services or business as may be required by us.</p> <p>15.2 You acknowledge and agree that we may delegate to such Affiliates all or any of the power, authority or discretion vested in us and any such delegation may be made upon such terms and conditions and subject to such regulations (including the power to sub-delegate) as we may think fit and, provided always that we shall have exercised reasonable care in the selection of such Affiliate, we shall not be bound to supervise the actions of and shall not in any way or to any extent be responsible for any loss incurred by you for any failure, neglect, default or breach by any such Affiliate.</p>	<p>You acknowledge that we may use third parties to carry out Services on our behalf, and you authorise us to do so.</p>

<p>15.3 You agree that our employees, officers, or Affiliates not have any authority to bind us to any obligations or liabilities as otherwise expressly provided in these Terms.</p>	
<p>16. CONFIDENTIAL INFORMATION</p> <p>16.1 <u>Our duty.</u> Save as permitted under this Agreement or any other agreement with you, we shall treat all information relating to you and your Accounts as confidential.</p> <p>16.2 <u>Non-confidential information.</u> You acknowledge that the following information will not be regarded as confidential information and we do not owe you or any other person any duty to keep such information confidential:</p> <p>(a) information that as at the date of its disclosure is in the public domain (other than through a breach of this Agreement) or which subsequently enters the public domain;</p> <p>(b) information that was already in our possession before you provided the information to us;</p> <p>(c) information which we received from a third party who has lawfully acquired such information and is under no confidentiality obligation regarding its disclosure to us; and</p> <p>(d) any information which is anonymised or encrypted in such a manner where the identities of any person cannot be readily inferred, or which cannot be referable to any particular person.</p> <p>16.3 <u>Exceptions from duty of confidence.</u> You give us permission to disclose information relating to you, your Account, Assets, Investments and Transactions as follows:</p> <p>(a) any of our directors, officers, employees, representatives, agents or delegates;</p> <p>(b) any of our Affiliates, shareholders or related corporations and any of their successors, assigns or sub-contractors, and their directors, officers, employees, representatives, agents or delegates;</p> <p>(c) any of our Intermediaries for the purposes of providing our services to you;</p> <p>(d) our professional advisers, consultants and auditors;</p> <p>(e) anyone who takes over or may take over all or part of our rights or obligations under this Agreement or anyone this Agreement (or any part of it) is transferred to or may</p>	<p>Paragraph 16 sets out how both you and we are required to treat confidential information exchange in relation to you and your Accounts, including who we may disclose Confidential information to.</p>

<p>be transferred to;</p> <p>(f) any person who we believe in good faith to be your legal advisers or other professionals;</p> <p>(g) any Regulatory Body in any jurisdiction, in so far as we need to do so to keep to Applicable Laws, or which we in good faith believe that we should keep to;</p> <p>(h) pursuant to a request by any Regulatory Body (regardless of the reason for such request and whether such request is exercised under a court order or otherwise); and</p> <p>(i) to such other persons or under such other circumstances as you agree, provided that in the case of disclosures under any of the circumstances in (a) to (c), we shall, where reasonably possible, procure that the recipient is subject to the same duty of confidence.</p> <p><b>16.4 <u>Survival.</u></b> The permission you give by agreeing to paragraph 16 of this Schedule will apply even after this Agreement ends or your Account is terminated.</p> <p><b>16.5 <u>Your duties.</u></b> Any data, information or message transmitted to you through our System, the Platform or destroy such data, information or message, including all copies thereof.</p> <p><b>16.6 <u>Confidentiality of Other Information.</u></b> You must keep confidential, all information about the Platform, our System and any information, data, materials or documents provided to you.</p>	
<p><b>17. DATA PROTECTION</b></p> <p><b>17.1</b> We will collect personal data from and about you and use that personal data during the course of your relationship with us.</p> <p><b>17.2</b> We will collect and use your personal data in accordance with Personal Data Protection Law (PDPL). Our privacy policy can be found on our website <a href="http://www.cocoainvest.com">www.cocoainvest.com</a> . Our privacy policy sets out in detail why we need your personal data, how we collect and use it, who we disclose it to and where we transfer it.</p>	<p>Take note of our Privacy Policy, which you can access at <a href="http://www.cocoainvest.com">www.cocoainvest.com</a>. You agree to the terms of the Privacy Policy on how we use, disclose, and transfer your personal data.</p>
<p><b>18. CONFLICTS OF INTEREST</b></p> <p><b>18.1</b> We may enter into agreements with Intermediaries or invest in products and investments on your portfolio, or provide services to others whose interest may conflict or compete with yours, or otherwise be placed in a position of conflict. You agree that there may be circumstances when we or our Affiliates act in such capacities or are in such positions of conflicts where we may be remunerated,</p>	<p>We may enter into agreements with Intermediaries that result in us receiving rebates and/or commissions in relation to Transactions entered into with the Intermediaries. We typically disclose or pass on such rebates to you, but there may be scenarios where we may not do so, and you agree not to make any claim for such rebates and/or commissions.</p>

<p>make profit, receive fees, commissions, rebates, discounts and/or other benefits. You consent and agree that we and/or our Affiliates may continue to enter into such Transactions and/or Investments without further reference to you despite such position of conflict, that we shall have no obligation to disclose such circumstances to you and you agree not to make any claim for such fees, commissions, rebates, discounts and/or other benefits. You also agree not to hold us responsible for any loss of profit or damage that may result from such conflict.</p>	
<p>19. RECORDING</p> <p>19.1 You authorise us and any of our Affiliates to record any telephone conversation or any electronic communication conducted between you and us or our personnel, to retain such recordings and use them in such manner as we consider appropriate. The recordings shall be admissible in evidence in legal proceedings and shall have the same probative value as a written original document. You shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records and you hereby waive any right (if any) to so challenge or dispute. You agree that the recordings made by us shall be conclusive evidence of the contents and shall be binding on you.</p>	<p>We and our Affiliates may record communications with you and use them as we deem appropriate, including as evidence in court.</p>
<p>20. SUSPENSION AND TERMINATION OF SERVICE</p> <p>20.1 <u>Immediate termination by us.</u> We reserve the right to restrict, temporarily or permanently suspend or terminate your Account, or the provision of any Services, at any time and with immediate effect, without incurring liability of any kind to you, if any of the following events occur:-</p> <p>(a) you have not fully complied with our account opening criteria and/or met our account opening criteria (as we shall set from time to time), including, our "Know Your Customer" procedures;</p> <p>(b) you fail to make any payment to us or any other party when due, whether under this Agreement or otherwise for the Services;</p> <p>(c) your death or insanity;</p> <p>(d) any grounds exist for the presentation of a bankruptcy petition against you;</p> <p>(e) any representation or warranty made by you under this Agreement or through the Platform or for the Services is incomplete, untrue, incorrect or misleading in any material respect;</p> <p>(f) you have breached the terms of this Agreement;</p>	<p>Paragraph 20.1(a) to (s) sets out the circumstances in which we can restrict, suspend, or terminate your Account or the operation of the Platform or any Services at any time and with immediate effect without being liable to you. We also have the right to terminate this Agreement with at least 14 days' written notice, or with shorter or immediate notice in certain cases. You may terminate your Account immediately by notifying us through your Account page on the Platform. Once your Account has been terminated, we will sell your Assets and arrange for any credit balance to be transferred to your bank account.</p>



(g) you are using the Platform or the Services in a manner that may cause us to breach Applicable Laws, have legal liability or disrupt others' use of the Platform or the Services;

(h) you are using the Platform or the Services for any illegal activities or where we have reasonable suspicion that you may be doing so, or we become aware or suspect that your Account is or will be used for illegal, fraudulent or unauthorized uses;

(i) we become aware or suspect that your Access Methods (i.e. any user identification, passwords and other security credentials assigned to you and required to access and use the Platform) are stolen, lost, damaged or compromised;

(j) we become aware or suspect that the person logged into your Account is not you,

(k) we are required to do so by Applicable Laws or pursuant to a request by any Regulatory Body;

(l) scheduled downtime or recurring downtime;

(m) a Force Majeure Event;

(n) you publish, post, transfer, distribute or upload any content or information to the Platform which is false, misleading or inaccurate, contains rude and inappropriate language or which creates the impression that any content is sponsored or endorsed by us;

(o) you modify, adapt or reverse engineer the Platform or any part thereof;

(p) you transmit any viruses, worms, defects, Trojan horses or any other items of a destructive nature, or that may otherwise compromise the security of the Platform;

(q) you create multiple Accounts;

(r) you create Accounts by automated means or under false or fraudulent pretenses; or

(s) you are, in our opinion, the subject of any adverse publicity or involved in any litigation that we reasonably believe would be detrimental to our interests.

20.2 For the purpose of paragraph 20.1(m) of this Schedule, "Force Majeure Event" means any event beyond our reasonable control (and which does not relate to or arise by reason of our default or negligence) which renders impossible or hinders our performance of this Agreement including our Services, including, without limitation:

(a) war, riot, civil unrest or revolution, sabotage, terrorism, insurrection, acts of civil or military authority, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

(b) terrorist attacks, civil war, civil commotions or riots;

(c) acts of God, epidemic, pandemic, flood, earthquake, typhoon or other natural disasters or adverse weather or environmental condition;

(d) any act of state or other exercise of sovereign, judicial or executive prerogative by any government or public authority, including expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity;

(e) fire, explosion or accidental damage;

(f) collapse of building structures or failure of plant machinery, computers or vehicles;

(g) interruption or failure of utility service, including but not limited to electric power, gas or water; or

(h) any labour disputes, including but not limited to strikes, industrial action or lockouts;

20.3 For the avoidance of doubt, we shall not be in breach of this Agreement, nor liable for any failure or delay in the performance of any other obligations under this Agreement arising from or attributable to any of the circumstances giving rise to a right to termination under paragraph 20.1 of this Schedule.

20.4 Termination by notice from us. We may at any time and without liability to you terminate this Agreement including our Services. In such cases, we will endeavor to provide you with not less than 14 calendar days' written notice. However, in certain cases, we may terminate your Account, the Services or this Agreement by providing shorter notice or providing notice with immediate effect. No such termination will affect any Instruction given by you which is properly received by us before the date of such notice.

20.5 Termination by notice from you. You may terminate this Agreement or your Account with us at any time by providing us with notice in the manner as we may specify on the Platform. However, no such termination will affect any instruction given by you which is properly received by us before the receipt of such notice or any action we may take in relation to your Account before the receipt of such notice.

20.6 Effect of termination. On termination of the Account or any Services or the agreement or relationship between you and us:

(a) you will stop using any Services;

(b) all charges, costs and/or expenses due to us or any third parties under this Agreement shall fall due for repayment immediately;

(c) we may discharge our entire liability with respect to your Account by selling your Assets at your expense and arranging for any credit balance in your Account to you at the earliest time possible and within 15 Business Days from the termination of this Agreement, subject to Applicable Laws and unforeseen processing delays by the banks;

(d) you shall, upon our request (acting reasonably), return, destroy or delete any information or documents received from us, including any copies thereof.

## 21. INDEMNITY AND EXCLUSION OF LIABILITY

21.1 You agree to indemnify on a full indemnity basis, to compensate us, and to hold us and all of our employees, officers, Affiliates or counter-party employed or used by us in connection with the Services (collectively, our "Associates") harmless from and against any and all losses, and reimburse on demand, against all losses which we or our Associates may suffer or incur arising from or in connection with the operation of the Account , Transactions, Services, or any Instructions, whether incurred directly or indirectly (unless they arise solely from our fraud, gross negligence or willful default).

21.2 We and our Associates shall not be responsible for or liable to you for any loss which may be suffered or incurred by you in any way in relation to any Services provided pursuant to these Terms, or Transaction contemplated under these Terms, howsoever caused, except for any such loss or damage which is due to our fraud, gross negligence or willful default. In such an event, our liability in connection with any Transaction or Service, shall not exceed the market value of such Transaction or Service at the time of the fraud, gross negligence or willful default.

21.3 We shall not be liable for any losses incurred by you as a result of any action taken by or omission on our part in good faith. We shall not, in the absence of fraud, gross negligence or willful default be liable to you for any act or omission in the course of or in connection with the Services rendered by under these Terms or for any losses which you may suffer or sustain as a result of, in connection with or in the course of discharge by us of its

We and our Associates aren't liable for any losses you may incur, unless they were caused by our fraud, gross negligence, or willful default. You also agree to indemnify us and our Associates for any losses that we may incur unless they were caused by our fraud, gross negligence, or willful default.

<p>duties hereunder.</p> <p>21.4 We are not bound by errors in the prices or other details of orders or transactions which are included in any transaction or other report and, upon us becoming aware of the relevant error, we may make any necessary corrections to the affected reports.</p>	
<p>22. NOTICES</p> <p>22.1 All notices, demands or other communications required or permitted to be given under this Agreement ("Notices") shall be sent as follows:</p> <p>(a) in the case of a Notice to you, to the electronic mail address indicated by you at Account Opening or edited subsequently through the "Change of Email procedure" available on the Platform or by posting a Notice on the Platform; and</p> <p>(b) in the case of a Notice to us, by email to support@cocoainvest.com</p> <p>22.2 You are deemed to receive the Notice sent by us upon the earlier of:</p> <p>(a) receipt of the Notice by you on the Platform;</p> <p>(b) receipt of the Notice by you through your electronic mail address; or</p> <p>(c) expiration of the calendar month following the posting of the Notice on the Platform or to your electronic mail address.</p> <p>22.3 We are deemed to receive the Notice sent by you on the date upon which it is sent, unless it is sent after 5.00 pm on a Business Day or at any time on a non-Business Day in which case it will be deemed to have been received on the next following Business Day.</p> <p>22.4 You must promptly inform us in writing of any change in your mailing address or email address for communication or any of your relevant particulars available in our records and send us all supporting documents we require. We will need a reasonable time period, not being less than seven (10) Business Days from receipt, to act and effect the change in our records, after which, we may rely on the change.</p> <p>22.5 <u>Applicability of this paragraph.</u> Paragraph 22 of this Schedule related only to Notices in respect of matters concerning the Platform or Services.</p>	<p>Paragraph 22 sets out the terms and conditions governing notices, demands, and communications that are permitted under the Agreement.</p>
<p>23. COMPLAINTS HANDLING AND DISPUTE RESOLUTION</p>	<p>Paragraph 23 describes how we handle complaints. If you are dissatisfied with how we</p>

<p>23.1 Any complaint regarding how we handle your personal data may be referred to our data protection officer who can be contacted at <a href="mailto:support@cocoainvest.com">support@cocoainvest.com</a>. Any other complaint, dispute or controversy raised by you should in the first instance be referred, in writing Customer Support at <a href="mailto:support@cocoainvest.com">support@cocoainvest.com</a>. We will investigate the complaint and report back to you on the findings and the resolution to the complaint or dispute. If you remain dissatisfied with our findings or the handling of your complaint, dispute or controversy, you may, if appropriate, refer the matter to the Financial Ombudsman Service.</p> <p>23.2 For further information on our complaints policy please visit the relevant page on our website at <a href="http://www.cocoainvest.com">www.cocoainvest.com</a>.</p> <p>23.3 Subject to the above paragraph 23.1, any dispute arising out of or in connection with this Agreement and/or the documents referred to herein, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the Courts of the United Kingdom and both you and we hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Courts of the United Kingdom.</p>	<p>handle complaints, you may, if appropriate, refer the matter to.</p>
<p>24. GENERAL</p> <p>24.1 <u>Further Assurance</u>. You shall execute such other documents, do such acts and things and take such further actions as may be reasonably required or desirable to give full effect to the provisions of this Agreement and the transactions hereunder and you shall use your best efforts to procure that any necessary third party shall execute such documents, do such acts and things and take such further actions as may be reasonably required for giving full effect to the provisions of this Agreement and the transactions hereunder.</p> <p>24.2 <u>Assignment</u>. You shall not have the right to assign any of such rights, undertakings, agreements, duties, liabilities and/or obligations hereunder, except with our written consent. We may assign or transfer any of our rights hereunder to any party without your consent, but subject to prior notification.</p> <p>24.3 <u>Variation</u>. We shall be entitled to, by posting an updated version of this Agreement at <a href="http://www.cocoainvest.com/legal">www.cocoainvest.com/legal</a> or on our platform, to supplement, vary and/or modify the terms of this Agreement at any time and such supplement, variation and/or modification shall take effect from the date the Agreement is posted at <a href="http://www.cocoainvest.com/legal">www.cocoainvest.com/legal</a> or any other date specified by us. You agree that it shall be your responsibility to review this Agreement regularly. If you do not accept any such supplement, variation and/or</p>	<p>Without our permission, you may not transfer your rights or duties under the Agreement to any other person. The Agreement is subject to changes that we make; and any modification to the Agreement will be effective from the date we post the Agreement on our website or platform. You're required to review the Agreement, and if you don't agree with the changes we make, you should choose to discontinue operating the Account and/or utilising our Services and terminate the Agreement immediately. If you continue to operate the Account and/or utilise our Services after such notice, we assume that you agree to the changes. The Agreement is governed under United Kingdom law.</p>

modification, you shall immediately discontinue operating the Account and/or utilizing the Services provided by us and promptly close your Account and terminate this Agreement. If you continue to operate the Account and/or utilise the Services provided by us after such notice, you are deemed to have agreed to such supplement, deletion, variation and/or modification without reservation.

24.4 Entire Agreement. This Agreement and the documents referred to in this Agreement collectively embody the entire terms and conditions agreed upon by you and us as to the subject matter of the same and supersedes and revokes in all respects all other documents, agreements, letters of intent, and undertakings entered into between you and us, whether such be written or oral, with respect to the subject matter hereof. All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding completion of the matters set out therein except in respect of those matters then already performed and except where expressly stated to the contrary. This Agreement shall be binding on and shall endure for the benefit of each of your and our successors in title or legal personal representatives.

24.5 Survival on Termination. All disclaimers, indemnities and exclusions in this Agreement shall survive the termination of this Agreement.

24.6 Severance. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of this Agreement shall continue in full force and effect and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

24.7 No Third Party Rights. A person who is not a party to this Agreement shall have no right to enforce any provision in this Agreement.

24.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the United Kingdom.



## SCHEDULE 3 - OVERSEAS-LISTED INVESTMENT PRODUCTS

## RISK WARNING

An overseas-listed investment product\* is subject to the laws and regulations of the jurisdiction it is listed in. Before you trade in an overseas-listed investment product or authorise someone else to trade for you, you should be aware of:

The level of investor protection and safeguards that you are afforded in the relevant foreign jurisdiction as the overseas-listed investment product would operate under a different regulatory regime.

The differences between the legal systems in the foreign jurisdiction that may affect your ability to recover your funds.

The tax implications, currency risks, and additional transaction costs that you may have to incur.

The counterparty and correspondent broker risks that you are exposed to.

The political, economic and social developments that influence the overseas markets you are investing in.

These and other risks may affect the value of your investment. You should not invest in the product if you do not understand or are not comfortable with such risks.

\*An "overseas-listed investment product" in this statement refers to a capital markets product that is listed for quotation or quoted only on overseas securities exchange(s) or overseas futures exchange(s) (collectively referred to as "overseas exchanges").

1. This statement does not disclose all the risks and other significant aspects of trading in an overseas-listed investment product. You should undertake such transactions only if you understand and are comfortable with the extent of your exposure to the risks.

2. You should carefully consider whether such trading is suitable for you in light of your experience, objectives, risk appetite, financial resources and other relevant circumstances. In considering whether to trade or to authorise someone else to trade for you, you should be aware of the following:

Differences in Regulatory Regimes

(a) Overseas markets may be subject to different regulations, and may operate differently from approved exchanges in the United Kingdom. For example, there may be different rules providing for the safekeeping of securities and monies held by custodian banks or depositories. This may affect the level of safeguards in place to ensure proper segregation and safekeeping of your investment products or monies held overseas. There is also the risk of your investment products or monies not being protected if the custodian has credit problems or fails. Overseas markets may also have different periods for clearing and settling transactions. These may affect the information available to you regarding transaction prices and the time you have to settle your trade on such overseas markets.

(b) Overseas markets may be subject to rules which may offer different investor protection as compared to the United Kingdom. Before you start to trade, you should be fully aware of the types of redress available to you in the United Kingdom and other relevant jurisdictions, if any.

(c) Overseas-listed investment products may not be subject to the same disclosure standards that apply to investment products listed for quotation or quoted on an approved exchange in the United Kingdom. Where disclosure is made, differences in accounting, auditing and financial reporting standards may also affect the quality and comparability of information provided. It may also be more difficult to locate up-to-date information, and the information published may only be available in a foreign language.

#### Differences in legal systems

(d) In some countries, legal concepts which are practiced in mature legal systems may not be in place or may have yet to be tested in courts. This would make it more difficult to predict with a degree of certainty the outcome of judicial proceedings or even the quantum of damages which may be awarded following a successful claim.

(e) The FCA will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where your transactions will be effected.

(f) The laws of some jurisdictions may prohibit or restrict the repatriation of funds from such jurisdictions including capital, divestment proceeds, profits, dividends and interest arising from investment in such countries. Therefore, there is no guarantee that the funds you have invested and the funds arising from your investment will be capable of being remitted.

(g) Some jurisdictions may also restrict the amount or type of investment products that foreign investors may trade. This can affect the liquidity and prices of the overseas-listed investment products that you invest in.

#### Different costs involved

(h) There may be tax implications of investing in an overseas-listed investment product. For example, sale proceeds or the receipt of any dividends and other income may be subject to tax levies, duties or charges in the foreign country, in the United Kingdom, or in both countries.

(i) Your investment return on foreign currency-denominated investment products will be affected by exchange rate fluctuations where there is a need to convert from the currency of denomination of the investment products to another currency, or may be affected by exchange controls.

(j) You may have to pay additional costs such as fees and broker's commissions for transactions in overseas exchanges. In some jurisdictions, you may also have to pay a premium to trade certain listed investment products. Therefore, before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss. Counterparty and correspondent broker risks.

(k) Transactions on overseas exchanges or overseas markets are generally affected by your [our] broker through the use of foreign brokers who have trading and/or clearing rights on those exchanges. All transactions that are executed upon your instructions with such counterparties and correspondent brokers are dependent on their respective due performance of their obligations. The insolvency or default of such counterparties and correspondent brokers may lead to positions being liquidated or closed out without your consent and/or may result in difficulties in recovering your monies and assets held overseas.

#### Political, Economic and Social Developments

(l) Overseas markets are influenced by the political, economic and social developments in the foreign jurisdiction, which may be uncertain and may increase the risk of investing in overseas-listed investment products.



You acknowledge that you have received a copy of the Risk Warning Statement and understand its contents.