APPENDIX 11
to the General Terms of Business
Effective from April 28, 2026

PUBLIC OFFER/AGREEMENT

Offer to enter into an agent agreement
to attract Clients*

Referral program is not available in Portugal, Spain, Poland and the Netherlands

TERMS AND CONDITIONS

This Public Offer Agreement (hereafter referred to as the "Offer", "Agreement") is an official Offer of Freedom Finance Europe Ltd, a company established under the laws of the Republic of Cyprus (HE324220), authorized and regulated by the Cyprus Securities and Exchange Commission under license of a Cyprus Company providing investment services, license number 275/15, dated 20.05.2015, and with registered address: Christaki Kranou, 20, Freedom TOWER, 5th Floor, Germasogeia, 4041, Limassol, Cyprus (hereafter referred to as the "Principal", "Company"), addressed to you, Company's Client, who is a potential "Agent", to conclude an Agency agreement on the following terms and conditions. Agent accepts his Offer by sending for the first time his referral link or invitation code, which is available on the Company's website, to the potential Client (as determined in paragraph 1.1. of this Agreement).

1. GENERAL PROVISIONS

1.1. The Agent, under terms and conditions established by this Offer and the current legislation of Cyprus, agrees to provide the Principal with Marketing promotion services in concluding brokerage services agreements on behalf and at the expense of the Principal with Clients (hereafter referred to as the "Services").

1.2. The Services provided under this Offer include:

1.2.1. Pointing out where Clients can find information or direct Clients to a Principal's website approved by CySEC https://www.cysec.gov.cy/en-GB/entities/investment firms/cypriot/73116/ to find relevant information a Client is seeking. The list of Principal's websites is as follows but not limited: https://freedomfinance.eu/, for the use of TraderNet/Freedom24 platforms (hereafter as the "Platform") with the following links https://tradernet.com/, https://freedom24.com/;

1.2.2. Provision of (technical) support to Clients concerning the Platform, website, and account opening procedure.

1.2.3. Provision of assistance in uploading documents to the Platform.

1.2.4. Provision of any other similar services.

1.3. The Services specified in clause 1.2. of this Agreement are not exhaustive, and the Parties may agree on other terms and conditions and procedures for providing the Services.

1.4. The Agent must not, within the provision of the Services under this Offer or when engaged for the Services provision under this Offer : (i) use a direct link from the advertiser's URL, (ii) perform brand bidding, (iii) use Search Engines Ads, (iv) practice cookie stuffing, (v) use forced clicks, (vi) perform incorrect spelling of the product and/or advertiser, (vii) use overlay banners, (viii) engage in any Cashback, (ix) engage in any form of exploitation which could result in avoidance of direct engagement by the Clients with the Principal, (x) use Principal's business name, logo, trade mark, recognizable objects or part of the business name, logo, trade mark (such as but not limited to color, shape, words, font etc.) as a background or any other way to be associated with the distributing of the political, religious, religious intolerance, sexual, sexual intolerance, violence, and any form of discrimination based on factors including but not limited to race, gender, religion, nationality, disability, sexual orientation, or age content or any other information that might tarnish Principal's business reputation.

1.5. Failure to comply with Clause 1.4 will result in immediate Agent suspension up to the termination of this Agreement at the Principal's sole discretion.

1.6. The Principal shall notify the Agent of any such breach as per Clause 1.4. and shall be entitled to suspend and not to pay any Agency Fee and/or payments due for any Clients' that were admitted through such means.

1.7. No other payment shall be due and payable to the Agent upon breaching Clause 1.4. regardless of the Clients' appropriateness from the date of such breach.

2. PROCEDURE FOR PROVIDING SERVICES

2.1. A significant condition for the Agent to provide services under this Agreement is the presentation by the Agent of the Principal's commercial proposal regarding the essential terms of the brokerage service agreement, which is concluded between the Principal and its potential Clients.

2.2. The Principal has the right to change the terms of the brokerage service agreement at any time.

2.3. The Principal provides the Agent with information and documents necessary for the Agent to fulfill obligations under this Agreement.

2.4. The Principal monitors the Agent's services, provided under this Agreement, using various methods to ensure that the Agent acts in Clients' interests. Monitoring methods include but are not limited to checking audio recordings of the Agent's work, analyzing the logs of the Agent's CRM system, collecting and analyzing advertising materials of the Agent, and conducting interviews with the Agent's staff. The Principal also has the right to request a report from the Agent on the provision of the services. Suppose the Agent refuses to offer the requested report. In that case, the Principal has the right to suspend payment under this agreement and renew payment only upon reception of the requested Agent's report.

2.5. The Principal is not obliged to conclude brokerage services agreements and has the right to make his own decisions.

3. AGENCY FEE AND PAYMENT PROCEDURE

3.1. To receive an Agency Fee, the Agent must send a potential Client his referral link or invitation code, which is available on the Company's website.

3.2. The Principal reserves the right to assign, modify, or terminate Program access and conditions at its sole discretion, with notice provided to the Agent via the Member Area.

3.3. Agency Fee and Agent-to-Agent Fee are paid based on quality criteria that are implemented depending on the specific case:

3.3.1. The Principal did not find any significant law violation during the last month.
3.3.2. The Agent performed his duties professionally, following the Clients' interests.
3.3.3. The Principal, at its discretion, decides that Clients' Complaints (if any) to the Principal are acceptable.
3.3.4. The Agent provides Clients with correct, fair, and not misleading information about the Principal's services. Cases of providing incorrect information and unlawful marketing consequences, in particular: (1) a request from Clients with zero experience and knowledge regarding comprehensive services for complex investment products offered by the Principal, (2) a request from Clients who fall into an adverse target market for the product, etc.
3.3.5. The Agent adheres to the Principal's procedures and policies for promoting its services and products, including MARKETING PRINCIPLES AND COMMUNICATIONS (Schedule 1 to this Agreement) (i.e., the Clients are provided with information that is not misleading, Clients are given warnings about risks, there is no pressure on Clients, there are no repeated and annoying calls to Clients, discussions with Clients are informational in nature, without one-sided coverage of the Principal's advantages, etc.).
3.3.6. The Securities as part of the attracted assets and deposited to the attracted Client`s account meet the liquidity requirements determined in accordance with the Company`s internal policy.

3.4. The Principal has the right to suspend Agency Fee and Agent-to-Agent Fee in the following cases:

3.4.1. under the terms of clause 1.5.;
3.4.2. under the terms of clause 2.4.;
3.4.3. if the Agent violates this Agreement, specifically the terms under clauses 3.3.1-3.3.5 and 4.5.1-4.5.4.

3.5. The Agency Fee and Agent-to-Agent Fee are not paid if the Securities as part of attracted assets do not meet the liquidity requirements set out in clause 3.3.6.

3.6. If the brokerage commission withheld from the Client decreases due to re-calculation (i.e. a part of the withheld commission is returned to the Client), the Agency Fee paid shall also be recalculated accordingly. The amount of the difference between the already paid Agency Fee

and the adjusted Agency Fee shall be debited by the Principal from the Agent's account opened with the Principal.

4. RESPONSIBILITY

4.1. The Parties are responsible for non-performance or improper performance of their obligations under this Agreement and the laws of Cyprus.

4.2. A Party that has failed to perform or improperly perform its obligations under this Agreement must compensate the other Party for the losses caused by such non-performance. The burden of proof of damages is on the injured Party.

4.3. Payment of the penalty does not release the Parties from performing the obligations under this Agreement.

4.4. If the Party that violated this Agreement has received income; as a result, the Party whose rights are violated has the right to claim compensation, along with other losses, for lost profits in an amount not less than such income.

4.5. Following Cyprus Securities and Exchange Commission requirements, the Principal must collect specific data from the referral network (an Agent). With this, the Principal confirms that all Agent's data provided under this clause will be transmitted to CySEC for information purposes. There will be no other purpose for the use of provided details. Collection of any information is made for regulation transparency of the Principal's referral network action. To comply with the CySec regulation and this Agreement, the Agent must:

4.5.1. An Agent shall provide the Principal with a list of social media with published/advertised material. Other sources of publishing/advertising should also be submitted accordingly.
4.5.2. Referral activities must indicate risks associated with benefits, be balanced, accurate, consistent, and transparent, and not emphasize any potential benefits without giving a fair and prominent indication of the associated risks in a fair, clear, and not misleading manner.
4.5.3. Referral advertised material must be published/advertised only in allowed jurisdictions and only when there are no conflicts with local laws of the country where the Marketing Materials are distributed.
4.5.4. The Company and/or its services or products may not be promoted in association with materials or mediums referencing pornography, violence, offensive language, political ideology, or other potentially controversial topics.

5. VALIDITY AND TERMINATION

5.1. This Agreement in this latest version shall be affective from the date of its acceptance by the new adhered Agents and from the date when this Offer shall become effective for the existing Agents as published on the Principal`s website and is valid until the Parties fully fulfilled their obligations under this Agreement.

5.2. This Agreement may be terminated:

a) by either Party by providing a 30-day written notice to the other Party; or
b) in the event of a breach of this Agreement and current legislation unilaterally by either Party by providing a 10-day written notice to the other Party; or
c) immediately upon the occurrence of the event described in Clause 1.4. and 1.5.

5.3. The Agreement's early termination does not relieve the Parties from the obligation to complete settlements and payment of Agency fees for the provided services.

5.4. The Principal has the right to terminate this Agreement unilaterally with immediate effect in case the Principal detects any suspicious activity on the Agent's account, the Agent brings any or negative results, misleads, or performs directly or indirectly any type of fraud, for any other reason of a violation of this Agreement or General Terms.

6. SETTLEMENT OF DISPUTES

6.1. The Parties will make efforts to resolve all disputes that may arise on the Offer through negotiations and consultations. Any Party may begin negotiations and/or consultations after providing written notification to the other Party of its intention to begin such negotiations. The Parties must consider all claims under this Agreement within 15 (fifteen) days from the date of their receipt.

6.2. If the parties do not achieve an agreement on the dispute, then the dispute is referred to the District Court of Limassol in accordance with the applicable laws of the Republic of Cyprus.

7. FORCE MAJEURE

7.1. The Parties are relieved from responsibility for complete or Partial failure to fulfill obligations hereunder if the default resulted from actions of force majeure, namely: fire, flood, earthquake, strike, war, acts of public, epidemics, etc.

7.2. If any of the following circumstances directly resulted in non-performance of obligations within the terms established by this Agreement, then these terms are proportionally extended for the duration of the relevant circumstances.

7.3. If these circumstances continue for more than 2 (two) calendar months, each of the Parties will have the right to take the initiative to terminate this Agreement due to the impossibility of its execution. If the Parties decide to terminate this Agreement, neither Party will be entitled to compensation for possible losses.

7.4. A Party that cannot fulfill its obligations under this Agreement must notify the other Party in writing promptly but no later than 5 (five) calendar days after a force majeure event by providing supporting documents issued by the competent authority.

7.5. Failure to report or untimely notification of the occurrence of force majeure deprives the Party of the right to refer to any of the above circumstances as a basis for relieving liability for non-performance of obligations.

7.6. The Parties acknowledge that the insolvency of the Parties is not a force majeure event.

8. CONFIDENTIALITY AND GDPR

8.1. The Parties keep confidentiality concerning information received during the execution of the Agreement. By mutual consent of the Parties, any information relating to the subject and content of the Agreement, performance and results obtained, as well as information about personal data subjects, is considered confidential. Each Party shall protect confidential information made available to it under the Agreement from unauthorized use, distribution, or publication. Such information will not be transferred to third parties without the other Party's written permission and used for purposes other than fulfilling the obligations under the Agreement.

8.2. Both Parties shall take appropriate technical and organizational measures against unauthorized or unlawful processing of "Personal Data" as per and shall comply with the General Data Protection Regulation 2016/679 (GDPR) and any such other relevant national legislation as may be in force from time to time in Cyprus.

8.3. Any damage caused by a breach of the terms of confidentiality and/or GDPR regulation shall be determined and compensated under the legislation of the Republic of Cyprus.

8.4. Obtaining consent to processing from the subject of Personal Data can be done by pressing the appropriate electronic key (check mark), indicating that you are familiar with the «consent of the subject to the processing of his personal data».

9. SURVIVAL

9.1. On termination and/or expiry of this Agreement, Clause 8 (Confidentiality and GDPR) shall continue to be in force indefinitely.

9.2. Termination and/ or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination and/or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination and/or expiry.

10. OTHER CONDITION

10.1. This Agreement constitutes the entire agreement between the Parties concerning the matters dealt with herein. This Agreement supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral.

10.2. The Parties have agreed that their correspondence may be made via email. The Parties acknowledge the legal force of electronic letters and scanned copies of documents and recognize their equivalent to the documents on paper, signed the handwritten signature, subject to the subsequent mandatory exchange of originals.

10.3. The Parties may not transfer the rights and obligations under this Agreement to third parties in full or in part.

10.4. Any and all provisions of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Suppose any provision of this Agreement shall nevertheless be held to be prohibited by and/or invalid under applicable law. In that case, such provision shall be limited only to the extent of such prohibition or invalidity, without affecting the validity and/or enforceability of the remainder of this Agreement or the remaining provisions.

10.5. Legal relations between the Parties that are not regulated by the Agreement are regulated by the current legislation of the Republic of Cyprus.

10.6. Omission by the Party to require fulfillment of any term of the Agreement and/or to seek recourse to any rights under the Agreement shall not be construed as a waiving of such right(s) to do so at some later date, nor shall it in any way impair the Agreement or the rights of the Parties under the Agreement.

10.7. Failure or delay by the Parties in exercising any right under this Agreement or in enforcing or partially enforcing a provision thereof will not constitute a waiver of its rights. A waiver by one Party of a breach or default of the other Party will not be deemed a waiver of a subsequent breach or default and will not affect the other terms of this Agreement.

10.8. The Parties may establish modifications and/or amendments to this Agreement, provided the authorized representatives of the Parties agree on them upon in writing.

10.9. All appendixes to the present Agreement are considered integral parts.

10.11. A Party that has failed to perform or improperly perform its obligations under this Agreement is obliged to compensate the other Party for the losses caused by such non-performance. The burden of proof of damages is on the injured Party. Payment of such penalty does not release the Parties from performing their obligations under this Agreement. The penalty by this Agreement shall be paid upon the reasonable written claim of the injured Party.

Schedule 1 to the Agreement

MARKETING PRINCIPLES AND COMMUNICATIONS
EFFECTIVE FROM 04.04.2022

As regards information, including marketing principles, addressed to Clients and/or potential Clients, it is the Company's major obligation that all information is **fair, clear, and not misleading,** and marketing communications are **clearly identifiable** as such and are communicated in a transparent way which seeks to avoid misguiding Clients.

Furthermore, it is required that all advertising materials adhere unwaveringly to the highest standards of compliance. This entails a resolute avoidance of any promotion or endorsement of sexually explicit content, violence, and any form of discrimination based on factors including but not limited to race, gender, religion, nationality, disability, sexual orientation, or age. Additionally, these materials must scrupulously steer clear of any implication in illegal activities while impeccably respecting all third parties' intellectual property and proprietary rights. These directives underscore our commitment to maintaining ethical integrity and upholding legal responsibilities

Presenting of information to client (Best client interest)

- Information must include the name of the investment company. The information must be accurate, truthful, and always clearly and specifically indicate any risks associated with mentioning potential benefits of investment services or financial instruments.
- Risk information should be presented as follows: The font size of the disclaimer must be equal to or larger than the prevailing font size in the provided information. It should be positioned in a way that makes this information noticeable and easily readable.
- The information should be comprehensive and presented in a manner understandable to ordinary clients to whom it is presented.
- The information must include the name of the investment company.
- The information must be based on various possible scenarios, and potential outcomes in different market conditions (both negative and positive), and should also reflect the nature and risks of specific types of instruments included in the analysis.
- If the information is based on gross yield, the impact of fees, charges, or other expenses must be disclosed
- The information must not be based on past performance or relate to simulated future returns.
- The information must be substantiated with facts and supported by objective data (real statistical data from reputable sources).

Advertising marketing materials are limited to services/products for which the Company has obtained a license.

COMPARISON

Where the information compares investment or ancillary services, financial instruments or persons providing investment or ancillary services, the following conditions need to be satisfied:

- The comparison must be meaningful and presented in a fair and balanced way.
- The sources of the information used for the comparison must be specified.
- The key facts and assumptions used to make the comparison must be included.

FINANCIAL SUCCESS

Promising financial success, whether implied or explicit, is prohibited.

- Do not promise profits.
- Do not make unwarranted claims of success by other traders or yourself.
- Do not promise that one can learn to trade easily or profitably unless the word "learn" is connected with the demo mode or the platform usage.
- Do not use the word "play" or "game" even when the advertisement/promotional material is related to demo mode/ practice mode, as the word "play" or "game" implies that our services, even the demo service is a game, thereby undermining risks involved.

Practical examples of the above restrictions are as follows:

<u>"Say"</u>:

- "Easy learning platform"
- "Simple platform tools"
- "Easy to use the platform"
- "Easy to navigate the platform"
- "Intuitive platform"
- "User-friendly platform"
- "Practice trading using an unlimited demo account"
- "Get to know to trade using your free demo account"
- "Learn how to use the platform by trading in the demo mode"
- "You can learn to trade using a demo account on the platform and start trading anywhere, anytime"

<u>Do not say:</u>

- "Easy profits with Freedom Finance Europe Ltd."
- "Guaranteed profits by trading with our platform"
- "Trading is simple to learn with us"
- "Start learning to trade, and make a profit anywhere and anytime"
- "Trading is simple, even for beginners"

ABSOLUTE STATEMENTS

An absolute statement is a statement that states something which is not relative or comparable but which is absolute. The following words are examples of absolute

adjectives "best" "top" and "first" and may only be used in Marketing Communications if such statements are supported by objective facts, e.g. if the Company has won an award that states the "best investment firm in Cyprus".
Practical examples of the restrictions on the use of "absolute statements" are as follows:

"Say":

- "One of the top investment firms"
- "One of the leading platforms"
- "A leading specific instrument provider"
- "A top specific instrument provider"

"Do not say":

- "Number one specific instrument provider"
- "Best platform"
- "Best specific instrument Provider"

PAST PERFORMANCE

Where the information contains an indication of the past performance of a financial instrument, a financial index, or an investment service, the following conditions shall be satisfied:

1. That indication must not be the most prominent feature of communication.
2. The information must include appropriate performance information that covers the immediately preceding 5 years or the whole period for which the financial instrument has been offered, the financial index has been established, or the investment service has been provided if less than five years or such longer period as the firm may decide, and in every case, that performance information must be based on complete 12-month periods.
3. The reference period and the source of information must be clearly stated.
4. The information must contain a prominent warning that the figures refer to the past and that past performance is not a reliable indicator of future results.
5. Where the indication relies on figures denominated in a currency other than that of the Members State in which the Retail Client or potential Retail Client is resident, the currency must be clearly stated, together with a warning that the return may increase or decrease as a result of currency fluctuations.
6. Where the indication is based on gross performance, the effect of commissions, fees, or other changes must be disclosed.

FUTURE PERFORMANCE

Where the information contains information on future performance, the following conditions shall be satisfied:

1. The information must not be based on or refer to past simulated performance.
2. The information must be based on reasonable assumptions supported by objective data.

3. Where the information is based on gross performance, the effect of commissions, fees, or other charges must be disclosed.
4. The information must contain a warning that such forecasts are not reliable indicators of future performance.

USE OF THE WORD "FREE"

The word "free" may be used in relation to the demo mode, the software, the platform, and the charts. The word "free" shall not be used concerning trade or risk.

Practical examples of the restrictions on the use of the word 'free' are as follows:

"Say":

- "The demo mode is free of risk"
- "Free download of the platform"
- "Free software to use for trading with Freedom Finance Europe Ltd.""Free live streaming charts and quotes in Freedom Finance Europe Ltd.

"Do not say:

- "Risk-free trading"
- "All in one package for free trading with Freedom Finance Europe Ltd."

RESTRICTED AUDIENCE

Marketing shall not be directed to prohibited audiences, which include at minimum the following:

a) Persons who are under the age of 18 years.
b) Residents of any jurisdictions where such services are prohibited due to domestic laws, rules, or regulations.
c) Residents of countries considered high risk for money laundering
d) Marketing Materials must not:

- Emphasize any potential benefits without also giving a fair and prominent indication of associated risks.
- Disguise, diminish or obscure important items, statements, or warnings.
- Give advice to the Clients or offer opinions (unless disseminated by a person licensed and authorized to do so and approved by the Company).
- State that there are no fees as certain fees may apply.
- Encourage Clients to deposit beyond their economic profile.
- Place psychological pressure on the Clients.

PROMOTION OF INITIAL PUBLIC OFFER (IPO)

Freedom Finance Europe LTD has no intention of engaging in any advertising or promotional activities in relation to the initial public offering (IPO).

EXAMPLES OF GOOD PRACTICE

The following are considered examples of good practice, although the list is not exhaustive:

- Important information, statements, or warnings are presented using clear and bold type styles.
- The size of important information, such as risk warnings, is proportionate, considering the marketing material's content, size, and orientation.
- Risk warnings are clearly stated within the main body of the banner/picture and/or sign/invitation for account opening and ahead of a small print.
- All marketing material must be provided to Clients in a timely manner and be fair and not misleading
- Information should be based on accurate data reflecting all explicit and implicit costs and charges. Adequately disclose inducements.

EXAMPLES OF PROHIBITED PRACTICE

- Risk warnings are diminished using tiny font sizes and unclear type styles due to their location being outside the main advertisement border.
- Important information is hidden and is only accessed through significant scrolling down and/or multiple-page links.
- Use of CySEC's and/or other regulators' logos and trademarks.
- Offering trading bonuses/incentives to the company's Clients
- Using prohibited phrases (as an example)
    1. Passive income
    2. IPO (INITIAL PUBLIC OFFER)
    3. Only one broker (in terms of comparison with other institution)
    4. 0 commission lifetime
    5. Free stocks, Free shares

Marketing communications, addressed to clients or potential clients, are fair, clear and not misleading

- **All informational materials, including marketing communications, provided to clients or potential clients, must be truthful, clear, and devoid of information that could mislead customers. This requirement is necessary to ensure investors are provided with adequate information about financial products and services.**

SAMPLES OF THE RISK WARNINGS AND DISCLAIMERS

Trading offering related articles and publications (social media/articles)

Information presented herein, is not to be construed as a solicitation or an offer to buy or sell any Financial Instrument or to participate in any trading stage - Must be added to any trading offering related to Publications:

Call to action	Video without text	Text only (articles)
The main message in the advertising (SHOULD BE ADDED IN ALL MARKETING MATERIALS WITH CTA)		
1.1Buy shares, and trade on the stock exchange	*** Your Capital is at risk. It is essential to do your own analysis before making any investment. If needed, you should carefully seek independent investment advice from a certified professional.**	*** Your Capital is at risk. It is essential to do your own analysis before making any investment. If needed, you should carefully seek independent investment advice from a certified professional.**
1.2 Download an app Freedom24	*** Your Capital is at risk. It is essential to do your own analysis before making any investment. If needed, you should carefully seek independent investment advice from a certified professional.**	*** Your Capital is at risk. It is essential to do your own analysis before making any investment. If needed, you should carefully seek independent investment advice from a certified professional.**
1.3 Open an account	***Capital is at risk** (shall be visible continuously during the whole video)	***Capital is at risk.**
Additional message in the advertising		
2.1 There is a reference to past profitability	**Past investment result does not guarantee future returns.** (added to the main warning)	**Past investment result does not guarantee future returns.** (added to the main warning)

2.2 There is a predicted profitability	**The forecast is not a reliable indicator of future performance.** (added to the main warning)	**The forecast is not a reliable indicator of future performance.** (added to the main warning)
Additional message in the advertising of Complex financial products		
Complex Product	**"The ability to provide access to a particular financial instrument is subject to an appropriateness test."**	**"The ability to provide access to a particular financial instrument is subject to an appropriateness test."**