TERMS OF THE “PORTFOLIO TRANSFER BONUS PROMOTION”

Effective from November 02, 2026

These Terms apply to the "PORTFOLIO TRANSFER BONUS" promotion (the "**Promotion**") offered by Freedom Finance Europe Ltd (the "**Company**"). The Promotion is a marketing campaign and is available only subject to these Terms and the Company's General Terms of Business, as amended from time to time (the "**General Terms**").

These Terms supplement the General Terms. If there is any inconsistency between these Terms and the General Terms, these Terms prevail only in relation to the mechanics of the Promotion and only to the extent of that inconsistency. The General Terms continue to apply to all matters not expressly varied by these Terms, including but not limited to custody, transfers, fees and charges, client money, communications, complaints, risk disclosures, governing law and other regulatory matters.

The Promotion is a conditional promotional incentive linked to a qualifying transfer of Eligible Securities and the monitoring of the quantity of securities in respect of which the Initial Bonus and the Additional Bonus have been paid during two Monitoring Periods of one year each. The Eligible Participant may sell or trade Eligible Securities during each of the Monitoring Periods; a sale alone does not trigger the Early Withdrawal Commission. The Promotion is not a deposit, savings product, structured deposit, interest-bearing account, capital-protected product or guarantee of return.

1. Key promotion information

Item	Promotion term
Promotion Period	From November 02nd 2026 until April 30th 2027, inclusive.
Eligible Participants	New and existing Clients of the Company who are a) natural persons, b) not citizens of Russia, c) not citizens or residents of the Netherlands, d) were not born in Russia, e) not Company employees, f) do not maintain an open accounts with any of the Company’s affiliates, provided that participation is not prohibited by applicable law, sanctions, the General Terms, or restrictions applicable to the Client or the Company.
Eligible Securities	Liquid stocks, exchange-traded funds (ETFs), and other securities included in the Company's list of eligible securities available at https://lp.freedom24.com/en/portfolio-transfer . The eligible list is used to determine whether an incoming Portfolio Transfer qualifies for the Promotion and can be changed by the Company at any time and it is Client’s responsibility to keep track of such a list.
Minimum Transfer Value	EUR 1,000 per ISIN or the equivalent in another currency.

Participation and Acceptance	Before submitting the relevant Securities Transfer request, the Client must accept these Terms by choosing a separate checkbox in the Client's authenticated Member Area during a Secure Session. A direct link to the applicable downloadable version of these Terms is displayed next to the checkbox. Acceptance of these Terms does not itself confirm that the Client, the relevant securities or the transfer qualify for the Promotion.
Initial Bonus	3% of the Transfer Value of qualifying Eligible Securities, credited to the Client's account with the Company in cash within 3 Business Days after completion of the Portfolio Transfer and verification of eligibility. The Initial Bonus is available to the Participant once credited, subject to the possible Early Withdrawal Commission during the First Monitoring Period.
Additional Bonus	An additional 2% of the fixed initial value attributable to the Remaining Eligible Quantity, calculated after completion of the First Monitoring Period and credited within 3 Business Days thereafter, subject to the calculation rules in these Terms and to the possible Early Withdrawal Commission during the Second Monitoring Period.
First Monitoring Period	12 months from the Transfer Valuation Date.
Second Monitoring Period	12 months immediately following expiry of the First Monitoring Period.
Monitored Perimeter	The Client accounts and assets held with the Company in respect of which the Company can continue to apply the Promotion monitoring methodology. Movements outside this perimeter may constitute a Withdrawal Event.
Trading and sale during the First and Second Monitoring Periods	The Client may sell, purchase, exchange or otherwise trade financial instruments through the Company. A sale of Eligible Securities does not, by itself, trigger the Early Withdrawal Commission. The effect of subsequent sale/purchases and withdrawals is determined under these Terms.
Early Withdrawal Commission	During each Monitoring Period, a proportionate Early Withdrawal Commission may arise where a Withdrawal Event causes all or part of the Monitored Quantity in respect of which the Applicable Bonus was paid to cease to be retained within the Monitored Perimeter.

	During the First Monitoring Period, the Applicable Bonus is the Initial Bonus; during the Second Monitoring Period, it is the Additional Bonus. The Early Withdrawal Commission represents the proportionate recovery of the Applicable Bonus attributable to that quantity and is separate from standard withdrawal, transfer or other charges.

2. Important terms used in these Terms

"Additional Bonus"	means the additional cash reward equal to 2% of the fixed initial value attributable to the Remaining Eligible Quantity, calculated after completion of the First Monitoring Period in accordance with these Terms. Once credited, the Additional Bonus is subject to the possible Early Withdrawal Commission during the Second Monitoring Period.
"Bonus"	means the Initial Bonus and/or the Additional Bonus credited or payable to the Participant under these Terms.
"Business Day"	means a day other than a Saturday, Sunday or public/bank holiday in Cyprus on which banks are open for general business.
"Eligible Quantity"	means, for each eligible ticker/ISIN, the original quantity of Eligible Securities in respect of which the Initial Bonus has been credited.
"Eligible Securities"	means securities included in the Company's list of securities eligible for the Promotion.
"Early Withdrawal Commission"	means the commission specifically tied to these Terms of Promotion that may become payable due to a Withdrawal Event during either Monitoring Period. It represents the proportionate recovery of the Applicable Bonus due to the change in Monitored Quantity. It is not a fee for processing a withdrawal or for transferring the Client's securities to another custodian.
"Initial Bonus"	means the cash reward equal to 3% of the Transfer Value of Eligible Securities, credited to the Client’s account after completion of the Portfolio Transfer and verification of eligibility.
"Monitored Perimeter"	means the Client's accounts and assets with the Company in respect of which the Company is able to continue applying the Promotion monitoring methodology.
"First Monitoring Period"	means the 12-month period beginning on the Transfer Valuation Date.
"Second Monitoring Period"	means the 12-month period immediately following expiry of the First Monitoring Period.

"Monitoring Period"	means either the First Monitoring Period or the Second Monitoring Period, as the context requires, and "Monitoring Periods" means both of them.
"Applicable Bonus"	means the Initial Bonus during the First Monitoring Period and the Additional Bonus during the Second Monitoring Period.
"Monitored Quantity"	means, for each eligible ticker/ISIN, (a) during the First Monitoring Period, the Eligible Quantity; and (b) during the Second Monitoring Period, the Remaining Eligible Quantity in respect of which the Additional Bonus has been credited or is payable under these Terms.
"Participant"	means a Client who satisfies the conditions of participation in these Terms. "**Participant**" and "**Client**" may be used interchangeably.
"Portfolio Transfer"	means the transfer of Eligible Securities from another financial institution to the Participant's account with the Company.
"Remaining Eligible Quantity"	means, for each eligible ticker/ISIN, the portion of the Eligible Quantity that has not been treated as withdrawn under the Promotion monitoring methodology by the end of the First Monitoring Period. The Remaining Eligible Quantity is used to calculate the Additional Bonus and becomes the Monitored Quantity for the Second Monitoring Period.
"Transfer Value"	means the fixed EUR value of qualifying Eligible Securities accepted into the Promotion, determined separately for each relevant ticker/ISIN in accordance with Section 5.
"Withdrawal Event"	means any withdrawal, transfer or other movement of **Monitored Quantity** outside the Monitored Perimeter, irrespective of the channel, instruction type or destination used. A rejected, canceled or unexecuted instruction is not a Withdrawal Event.
"Transfer Valuation Date"	means the date on which the Company records or confirms the incoming Portfolio Transfer and the Eligible Securities are credited to the Participant's account with the Company, as determined by the Company's records.

Capitalized terms not defined in these Terms have the meanings given to them in the General Terms.

3. Who can participate and how to join

3.1. Participation is available only to Clients who satisfy the Eligible Participants criteria in these Terms.

3.2. Before submitting a Securities Transfer request that may qualify for the Promotion, the Client must, through the authenticated Member Area during a Secure Session, accept these Terms by ticking a separate checkbox. Before accepting these Terms, the Client confirms that he has read these Terms carefully and understood their conditions. The Client can download through a displayed direct link to the applicable downloadable version of these Terms. Acceptance of these Terms

does not guarantee Client's participation in this Promotion. Company shall notify the Client whether he and his assets are eligible. Eligibility can be verified only after the Client accepts these Terms and submits the transfer request listing relevant securities and their quantities.

3.3. The checkbox wording shall confirm: "I have read and understood the Terms & Conditions of the Portfolio Transfer Bonus promotion and agree to participate." The Company shall record the Client's acceptance and the applicable version of these Terms.

3.4. Acceptance of these Terms does not itself confirm eligibility for the Promotion or entitlement to any Bonus. Eligibility and Bonus entitlement are determined only after the Company has received and assessed the relevant transfer request and the transferred securities.

3.5. The Company may refuse or cancel participation where the Client, the Portfolio Transfer, the relevant securities or the source institution do not satisfy these Terms, the General Terms, applicable law, sanctions requirements, AML/CFT requirements, market restrictions or applicable internal restrictions.

3.6. A Client is not entitled to receive a Bonus merely because the Client holds assets with the Company. A Bonus is available only in respect of a qualifying Portfolio Transfer accepted into the Promotion and subject to these Terms.

4. Qualifying Portfolio Transfer and Eligible Securities

4.1. Only securities included in the Company's list of Eligible Securities qualify for the Promotion. The Client should check the list before initiating a Portfolio Transfer.

4.2. The Eligible Securities list may be amended by the Company from time to time. Unless required by law, regulation, sanctions, market restrictions or operational reasons, amendments will not affect Eligible Securities already accepted into the Promotion before the effective date of the amendment.

4.3. Cash transfers, derivatives, structured products, over-the-counter instruments, securities subject to transfer restrictions, securities subject to unresolved custody restrictions, securities financed by margin or borrowing, and any assets not expressly included in the Eligible Securities list do not qualify for the Promotion.

4.4. **Each ISIN is assessed separately. The minimum value required to qualify for the Promotion is EUR 1,000 per ISIN or the equivalent in another currency.**

4.5. The Portfolio Transfer must be an incoming transfer from another financial institution. Internal transfers between accounts held with the Company or any entity affiliated with the Company do not qualify unless expressly approved by the Company.

4.6. The Company may require evidence that the Participant is the beneficial owner of the transferred Eligible Securities and that the Portfolio Transfer is not artificial, circular or primarily designed to obtain the Bonus without a genuine transfer of assets.

5. Transfer Value and valuation methodology

5.1. The Transfer Value of Eligible Securities will be determined on the Transfer Valuation Date.

5.2. Valuation will be based on the market closing price of the relevant Eligible Securities on the Transfer Valuation Date, using market data sources selected by the Company.

5.3. Securities denominated in a currency other than EUR will be converted into EUR using the exchange rate determined by the Company on the Transfer Valuation Date.

5.4. If no reliable market price or exchange rate is available, the Company may determine valuation and eligibility using a reasonable method selected by the Company in good faith.

5.5. The Company's records will be used to determine the Portfolio Transfer, the relevant ISINs, the Eligible Quantity, the Transfer Value, the Initial Bonus, the start and end of the First Monitoring Period, the quantity treated as withdrawn during the First Monitoring Period, the Remaining Eligible Quantity, the Additional Bonus, the start and end of the Second Monitoring Period, and the quantity treated as withdrawn during the Second Monitoring Period, subject to correction of a manifest or technical error, the Monitored Quantity, and the Early Withdrawal Commission.

5.6. The Transfer Value is a fixed initial valuation used for calculating the Promotion. Subsequent market or foreign-exchange movements do not revalue the Transfer Value for the purpose of calculating the Initial Bonus or Additional Bonus. The Transfer Value does not constitute a guarantee of value, return, liquidity, future market price or suitability of any financial instrument.

6. Monitoring of Eligible Quantity and the Monitored Perimeter

6.1. For each unique ticker/ISIN accepted into the Promotion, the Company records the Eligible Quantity, the Transfer Value used to calculate the Initial Bonus, a separate bonus accrual entry, the Initial Bonus amount, the start and end dates of the First Monitoring Period and the cumulative quantity treated as withdrawn during that period. At the end of the First Monitoring Period, the Company determines the Remaining Eligible Quantity and the Additional Bonus and records the start and end dates of the Second Monitoring Period and a separate cumulative quantity treated as withdrawn during that period.

6.2. Eligible Securities may be sold during either Monitoring Period. A sale does not, by itself, result in recovery of the Applicable Bonus or give rise to an Early Withdrawal Commission.

6.3. During each Monitoring Period, following a sale, the Company continues to track the relevant Monitored Quantity during that Monitoring Period and cash withdrawals

6.4. As long as the relevant Monitored Quantity remains within the Monitored Perimeter, or has been restored through subsequent purchases recognized by the monitoring methodology, a cash withdrawal does not by itself trigger an Early Withdrawal Commission. If the relevant position has been reduced and not restored, a subsequent cash Withdrawal Event may trigger an Early Withdrawal Commission to the extent attributable to that uncovered reduction.

6.5. The Promotion does not require the Participant to maintain a specified aggregate net asset value. Market movements, foreign-exchange movements and ordinary trading losses do not, by themselves, trigger an Early Withdrawal Commission or reduce the fixed Transfer Value used for calculating the Initial Bonus or the fixed initial value attributable to the Remaining Eligible Quantity used for calculating the Additional Bonus.

6.6. A movement of assets between Client accounts that remain within the Monitored Perimeter and remain subject to the Company's monitoring methodology does not, by itself, constitute a Withdrawal Event. A movement outside the Monitored Perimeter may constitute a Withdrawal Event.

6.7. Each Monitoring Period is administered separately. A quantity treated as withdrawn during the First Monitoring Period reduces the Remaining Eligible Quantity used to calculate the Additional Bonus. During the Second Monitoring Period, an Early Withdrawal Commission applies only to the Additional Bonus and does not affect the Initial Bonus. A quantity already treated as withdrawn in a given Monitoring Period is not counted again in that same Monitoring Period. The relevant cumulative counter is updated only after the Withdrawal Event has actually been executed.

7. Bonus calculation and crediting

7.1. The Initial Bonus equals 3% of the Transfer Value of qualifying Eligible Securities accepted into the Promotion.

7.2. The Initial Bonus will be credited in cash to the Participant's account within 3 Business Days after the Portfolio Transfer is completed and eligibility is verified.

7.3. The Initial Bonus is available to the Participant once credited. During the First Monitoring Period, an Early Withdrawal Commission may arise in accordance with Section 9 if a Withdrawal Event affects the relevant Eligible Quantity. Any Early Withdrawal Commission during the First Monitoring Period represents the proportionate recovery of the Initial Bonus only.

7.4. After completion of the First Monitoring Period, the Company will calculate the Additional Bonus as 2% of the fixed initial value attributable to the Remaining Eligible Quantity. The detailed calculation shall follow the production methodology. For example, if a lot of **Eligible Securities** was initially valued at EUR 10,000 and 50% remains eligible, the additional bonus is EUR 100. Additional Bonus = 2% × Fixed Initial Value of the Eligible Securities × (Remaining Eligible Quantity ÷ Initial Eligible Quantity)

7.5. The Additional Bonus will be credited within 3 Business Days after completion of the First Monitoring Period and completion of the applicable calculation and eligibility checks. The Second Monitoring Period begins immediately upon expiry of the First Monitoring Period. The Additional Bonus is available to the Participant once credited and is subject to the possible Early Withdrawal Commission throughout the Second Monitoring Period. The Bonus will be credited in EUR unless the Company determines another currency in accordance with the General Terms.

7.6. During the Second Monitoring Period, the same Early Withdrawal Commission calculation rules apply as during the First Monitoring Period. Any Early Withdrawal Commission during the Second Monitoring Period represents the proportionate recovery of the Additional Bonus only and does not affect the Initial Bonus.

7.7. Once the Second Monitoring Period has ended, the Early Withdrawal Commission no longer applies to subsequent Withdrawal Events under the Promotion. Any Early Withdrawal Commission arising

from a Withdrawal Event executed before the end of the relevant Monitoring Period remains payable.

7.8. No interest accrues on any Bonus amount. The Bonus is not interest on client money, cash balances, securities, deposits or any other repayable funds.

8. Trading, sale of assets and Withdrawal Events

8.1. During either Monitoring Period, the Participant may sell, purchase, exchange or otherwise trade financial instruments through the Company, subject to the General Terms, applicable law, available services, market rules and any restrictions applicable to the Participant or the relevant instruments.

8.2. A transfer between the Client's own accounts within the Company's monitored perimeter is not treated as a withdrawal if the assets remain within the monitored perimeter and remain to be monitored. A transfer to another client or outside that perimeter, including to the client's own account at another office, is treated as a withdrawal. Corporate actions may require an adjustment to the monitored quantity, but must not arbitrarily change the transfer lot's fixed initial value

8.3. A Withdrawal Event during either Monitoring Period may trigger an Early Withdrawal Commission.

8.4. A transfer instruction that is rejected, canceled or never executed is not a Withdrawal Event. Any quantity counter used for the Promotion shall be updated only after the relevant instruction has actually been executed.

8.5. These Terms do not remove the Client's rights under the General Terms to request withdrawal, transfer or closure of the account. However, an executed Withdrawal Event during either Monitoring Period may give rise to the Early Withdrawal Commission in accordance with these Terms.

9. Early Withdrawal Commission

9.1. The Early Withdrawal Commission may become payable where, during either Monitoring Period, a Withdrawal Event causes all or part of the relevant Monitored Quantity in respect of which the Applicable Bonus was paid to cease to be retained within the Monitored Perimeter. The Early Withdrawal Commission represents the proportionate recovery of the Applicable Bonus attributable to that quantity. It is not a fee for processing a withdrawal or for transferring the Client's securities to another custodian.

9.2. For a direct withdrawal of securities, the Early Withdrawal Commission is calculated separately for the relevant ticker/ISIN by reference to the Monitored Quantity applicable to the relevant Monitoring Period, the quantity previously treated as withdrawn during that Monitoring Period and the quantity attributable to the current executed Withdrawal Event. The production formula is:

9.3. **Early Withdrawal Commission = Applicable Bonus × Quantity Attributed to the Withdrawal ÷ Relevant Monitored Quantity**. Previously executed withdrawals are deducted from the Remaining Monitored Quantity. For multiple bonus entries for the same ISIN, the quantity is allocated FIFO.

9.4. For a cash Withdrawal Event following a sale of Eligible Securities, the Company determines the portion of the withdrawal attributable to the reduction in the Monitored Quantity that has not been restored under the monitoring methodology. The production formula is:

Early Withdrawal Commission = Applicable Bonus × Quantity Attributed to the Cash Withdrawal ÷ Monitored Quantity.

Quantity Attributed to the Cash Withdrawal = min(ceil(Cash Withdrawal Amount ÷ Fixed Initial Value per Security), Shortfall).

Shortfall = Remaining Monitored Quantity − Quantity Currently Held within the Monitored Perimeter.

Remaining Monitored Quantity = Monitored Quantity − Quantity Previously Treated as Withdrawn.
The Cash Withdrawal Amount is converted into the applicable calculation currency before applying the formula. The Fixed Initial Value per Security is used, not the market price on the withdrawal date. «Applicable Bonus» means the Initial Bonus in the First Monitoring Period and the Additional Bonus in the Second Monitoring Period.

9.5. For the avoidance of doubt, the calculation rules in Sections 9.2 and 9.3 apply during the Second Monitoring Period in the same manner as during the First Monitoring Period. During the Second Monitoring Period, the Monitored Quantity is the Remaining Eligible Quantity in respect of which the Additional Bonus was credited or is payable, and the Applicable Bonus is the Additional Bonus. The Early Withdrawal Commission is therefore limited to the proportionate recovery of the Additional Bonus and does not affect the Initial Bonus.

9.6. The same Monitored Quantity shall not be counted more than once within the same Monitoring Period for the purposes of the Early Withdrawal Commission. Separate cumulative withdrawal counters shall be maintained for the First Monitoring Period and the Second Monitoring Period. The relevant counter is increased only after the Withdrawal Event has been successfully executed.

9.7. If sufficient available funds are not available to cover the applicable standard charges and the Early Withdrawal Commission, the relevant withdrawal instruction may be rejected or not accepted. The Client shall be informed that sufficient funds are required to cover the applicable commissions.

9.8. Before the Client confirms a withdrawal instruction that would trigger an Early Withdrawal Commission during either Monitoring Period, the Company shall make available the specific financial consequence of that instruction, including the withdrawal amount, any standard withdrawal fee, the Early Withdrawal Commission as a separate clearly labelled line item, the net amount the Client will receive, the total amount to be debited and access to the relevant calculation details. The Client shall be able to go back and amend or cancel the instruction before confirmation.

9.9. The Early Withdrawal Commission is separate from standard withdrawal, transfer, custody, trading and third-party charges applicable under the General Terms and the Company's costs and charges documentation.

9.10. The Early Withdrawal Commission may have tax consequences for the Participant. The Company does not provide tax advice and is not responsible for the Participant's tax position.

10. Corporate actions and exceptional events

10.1. Corporate actions or other events affecting Eligible Securities shall not, by themselves, create or eliminate a Bonus entitlement or Early Withdrawal Commission. Such events may include stock splits, reverse stock splits, mergers, demergers, spin-offs, tender offers, delistings, mandatory redemptions, maturities, substitutions, reorganizations and changes of ISIN.

10.2. The Company shall make reasonable corresponding adjustments to the Eligible Quantity, Remaining Eligible Quantity, Monitored Quantity and relevant monitoring records for each Monitoring Period to reflect the economic effect of a corporate action, including adjusted quantities, replacement securities, cash proceeds or changed identifiers, as applicable.

10.3. The Company will determine the effect of any corporate action or exceptional event on the Promotion acting reasonably and in good faith, taking into account the nature of the event, applicable market practice, operational feasibility, the production monitoring methodology and applicable law.

10.4. The Company shall seek to apply corporate-action adjustments consistently so that the relevant event does not artificially increase or reduce a Participant's Promotion entitlement solely because of the technical form of the corporate action.

11. Fees, charges and taxes

11.1. Any fees, charges or expenses imposed by third parties in connection with the Portfolio Transfer, custody, withdrawal, transfer, trading, sale, currency conversion or any related transaction are borne by the Participant unless otherwise expressly agreed.

11.2. The Company's own fees, costs and charges apply in accordance with the General Terms and the Company's applicable Fee Schedule and costs and charges documentation, as amended from time to time.

11.3. The Early Withdrawal Commission constitutes a cost connected with the investment and ancillary services provided by the Company. It is a cost of the service and is separate from the costs of the financial instrument itself and from standard withdrawal or transfer charges.

11.4. By accepting these Terms, the Participant confirms and acknowledges that, prior to such acceptance, the Participant has received the applicable ex-ante costs and charges information relating to the Promotion, including Illustrative Examples (Annex1): 1) a base case in which no Early Withdrawal Commission arises and, 2) where relevant, separate early-withdrawal scenarios illustrating the Early Withdrawal Commission during the First Monitoring Period and the Second Monitoring Period, in each case based on clearly stated assumptions. The Participant further confirms that the Early Withdrawal Commission has been disclosed as a a cash amount and percentage and together with the cumulative effect of costs on return.

11.5. Where a Participant actually incurs an Early Withdrawal Commission, the amount shall be reflected as an actual cost in the applicable personalized ex-post costs and charges information for the relevant period.

11.6. The Participant is solely responsible for assessing and fulfilling any tax obligations arising from participation in the Promotion, transfer, sale or holding of securities, corporate actions, trading activity, cash balances and receipt of the Bonus or payment of the Early Withdrawal Commission. The Company does not provide tax advice.

12. Anti-abuse, compliance and restrictions

12.1. The Company may refuse participation, refuse or cancel a Bonus accrual, recover a Bonus already paid or exclude a Client from the Promotion where the Company reasonably identifies abuse, fraud, manipulation, artificial or circular transfers, temporary asset parking, repeated transfer of the same or economically identical assets primarily to obtain repeated Bonuses, transactions through linked accounts or related parties, artificial splitting or cycling of assets, transactions having no reasonable economic purpose other than obtaining repeated Bonuses, exploitation of a technical error, circumvention of restrictions, breach of applicable law or the General Terms, sanctions or AML/CFT concerns, market abuse concerns, false or misleading information, or other legal, regulatory or operational restrictions. In this case, the Client hereby explicitly gives its consent to reverse relevant entries into the Client's account and replace them with the new updated records.

12.2. The Promotion is not available to Clients who do not satisfy the requirements under paragraph 1 Eligible Participants. The Promotion is also not available where offering or providing it would breach applicable law, regulation, sanctions, market restrictions, internal restrictions or any requirement applicable to the Company or the Client.

12.3. The Company may request information or documents reasonably required to administer the Promotion, verify eligibility or a Portfolio Transfer, operate the monitoring methodology, calculate a Bonus or Early Withdrawal Commission, comply with applicable law or protect the Company and its Clients from abuse, fraud or misuse of the Promotion.

13. No deposit, no interest and no capital protection

13.1. The Promotion is not a deposit, savings product, structured deposit, interest-bearing account, capital-protected product, guarantee of return or banking product.

13.2. The Bonus is a conditional promotional reward. It is not calculated as interest on client money, cash balances, deposits or other repayable funds, and no interest accrues under the Promotion.

13.3. Cash proceeds from the sale of Eligible Securities may remain within the Monitored Perimeter during either Monitoring Period for the purposes of applying the Promotion mechanics. This does not create any entitlement to interest or yield on cash balances and does not make the Promotion a reward for keeping cash with the Company.

13.4. The value of financial instruments may fall as well as rise. Trading, holding, selling or reinvesting assets may result in losses. Market or foreign-exchange movements and ordinary trading losses do

not, by themselves, trigger an Early Withdrawal Commission, but they may affect the economic value of the Client's assets.

13.5. The Bonus may be a contractual promotional amount and may not be protected in the same manner as client money or financial instruments. The Participant should not treat the Bonus as guaranteed or protected by any deposit guarantee scheme.

14. No investment advice and risk warning

14.1. Participation in the Promotion does not constitute investment advice, investment research, a personal recommendation, an offer or a solicitation to transfer assets, sell, hold, purchase or invest in any financial instrument.

14.2. **Any investment involves risk. The value of investments may fall as well as rise and investors may receive back less than invested. Eligibility conditions, the First and Second Monitoring Periods, the monitoring methodology and the possible Early Withdrawal Commission apply. Bonus payments are conditional and subject to these Terms.**

14.3. Some financial instruments may not be suitable for all Clients. The Client should make an independent assessment before transferring, selling, holding, purchasing or reinvesting any securities and, where necessary, seek independent professional advice.

14.4. The full risk warning is set out in the Company's Risk Disclosure Notice, available on the Company's website, and in the risk warning provisions of the General Terms.

15. Amendments, suspension and termination of the Promotion

15.1. The Company may correct any operational, administrative, technical, valuation or calculation error relating to the Promotion.

15.2. The Company may amend, suspend or terminate the Promotion where required by law or regulation, where necessary for operational, legal, regulatory, sanctions, AML/CFT, market or risk-management reasons, or due to circumstances beyond the Company's reasonable control.

15.3. Any amendment, suspension or termination will not retrospectively alter Bonus amounts properly credited or rights accrued in respect of completed qualifying Portfolio Transfers, except where required by law or regulation or necessary to correct an error, fraud, abuse, ineligibility, misuse, breach of these Terms or breach of the General Terms.

15.4. The Company will communicate material amendments to the Promotion through the Company's website, Member Area, email or other durable medium, as applicable.

15.5. Where the applicable version of these Terms is materially amended, the Company may require the Client to accept the updated version before a subsequent Portfolio Transfer may qualify for the Promotion.

16. Governing law, complaints and language

16.1. These Terms are governed by and construed in accordance with the laws of the Republic of Cyprus, without prejudice to any mandatory rights or protections available to a Client under applicable law.

16.2. Any dispute, complaint or question relating to these Terms or the Promotion will be handled in accordance with the complaint handling and dispute resolution provisions of the General Terms.

16.3. These Terms are made in English. If the Company provides a translation, it is for convenience only. In the event of any discrepancy between the English version and any translation, the English version prevails.

17. Company details

Freedom Finance Europe Ltd	A Cyprus Investment Firm incorporated and registered under the laws of the Republic of Cyprus with registration number HE 324220 and regulated by the Cyprus Securities and Exchange Commission under CIF license number 275/15.
Registered/office address:	Christaki Kranou 20, Freedom Tower, 5th Floor, 4041 Germasogeia, Limassol, Cyprus
Website:	www.freedomfinance.eu

ANNEX 1. ILLUSTRATIVE EXAMPLES

The following examples are simplified and are included only to help explain the Promotion mechanics. They do not constitute investment advice, tax advice or a guarantee of any outcome.

Example 1. Full two-period monitoring cycle. A Participant transfers qualifying Eligible Securities with a Transfer Value of EUR 100,000. The Initial Bonus is EUR 3,000. No Withdrawal Event affecting the Eligible Quantity occurs during the First Monitoring Period. Subject to all other conditions, the Additional Bonus calculated after the First Monitoring Period is EUR 2,000. No Withdrawal Event affecting the Remaining Eligible Quantity occurs during the Second Monitoring Period. At the end of the Second Monitoring Period no further Early Withdrawal Commission applies under the Promotion, and the Participant has retained the Initial Bonus of EUR 3,000 and the Additional Bonus of EUR 2,000, giving a total promotional amount of EUR 5,000.

Example 2. Sale without withdrawal. A Participant sells the Eligible Securities during either Monitoring Period and the sale proceeds remain within the Monitored Perimeter. The sale itself does not trigger an Early Withdrawal Commission. Subsequent withdrawals are assessed under the monitoring methodology applicable to the relevant Monitoring Period.

Example 3. Partial securities withdrawal during the First Monitoring Period. If a Participant directly withdraws part of the Eligible Quantity during the First Monitoring Period, a proportionate Early Withdrawal Commission applies to the quantity attributable to that executed Withdrawal Event and represents proportionate recovery of the Initial Bonus. The quantity treated as withdrawn reduces the Remaining Eligible Quantity used to calculate the Additional Bonus. [For example, a lot of 100 Eligible Securities has a fixed initial value of EUR 10,000, and the Participant receives an Initial Bonus of EUR 300 (3%). If the Participant directly withdraws 40 of those securities during the First Monitoring Period, and no part of the Initial Bonus has previously been recovered in respect of that lot, the Early Withdrawal Commission attributable to this withdrawal is EUR 120 (EUR 300 × 40 / 100). The Remaining Eligible Quantity for calculating the Additional Bonus is 60 securities. If no further quantity is treated as withdrawn, the Additional Bonus at the end of the First Monitoring Period is EUR 120 (EUR 10,000 × 60 / 100 × 2%).

Example 4. Sale followed by cash withdrawal during the First Monitoring Period. If the Participant sells Eligible Securities, does not restore the relevant position as recognized by the monitoring methodology, and later withdraws cash from the Monitored Perimeter during the First Monitoring Period, an Early Withdrawal Commission may arise to the extent the cash withdrawal is attributable to the uncovered reduction in the Eligible Quantity. For example, a lot of 100 Eligible Securities has a fixed initial value of EUR 10,000, and the Participant receives an Initial Bonus of EUR 300 (3%). During the First Monitoring Period, the Participant sells all 100 securities but does not withdraw any assets at that time. The sale itself does not trigger an Early Withdrawal Commission.

If the Participant does not restore the position and subsequently withdraws EUR 5,000 in cash from the Monitored Perimeter, the Early Withdrawal Commission attributable to that withdrawal is **EUR 150 (EUR 300 × EUR 5,000 / EUR 10,000)**, assuming no part of the Initial Bonus has previously been recovered. In this example, the Early Withdrawal Commission of EUR 150 equals 3% of the EUR 5,000 cash withdrawal

and 1.5% of the original Transfer Value of EUR 10,000. After deduction of this commission, the Initial Bonus retained by the Participant is EUR 150, equivalent to 1.5% of the original Transfer Value instead of 3%. The commission therefore reduces the retained Initial Bonus by 1.5 percentage points when measured against the original Transfer Value.

The Remaining Eligible Quantity for calculating the Additional Bonus is 50 securities. If no further quantity is treated as withdrawn, the Additional Bonus at the end of the First Monitoring Period is **EUR 100 (EUR 10,000 × 50 / 100 × 2%)**. The Additional Bonus of EUR 100 equals 2% of the remaining fixed initial value of EUR 5,000, or 1% of the original Transfer Value of EUR 10,000.

Assuming that all other conditions are met and no further Withdrawal Event occurs during either Monitoring Period, the total promotional benefit retained after the Early Withdrawal Commission is EUR 250, or 2.5% of the original Transfer Value, compared with EUR 500, or 5%, if no Withdrawal Event had occurred. This EUR 250 difference comprises the EUR 150 Early Withdrawal Commission and a EUR 100 mahtmaticale reduction in the Additional Bonus resulting from the smaller Remaining Eligible Quantity. The reduction in the Additional Bonus is not an additional commission.

Example 5. Market decline without withdrawal. A Participant transfers Eligible Securities with a Transfer Value of EUR 100,000. Their market value later falls to EUR 80,000, but no Withdrawal Event affecting the relevant Monitored Quantity occurs during either Monitoring Period. The market decline does not itself trigger an Early Withdrawal Commission and does not revalue the fixed Transfer Value used for the Bonus calculations.

Example 6. Insufficient available funds. During either Monitoring Period, a withdrawal instruction would trigger an Early Withdrawal Commission, but the Participant does not have sufficient available funds to cover the applicable standard charges and the Early Withdrawal Commission. The instruction may be rejected or not accepted, and the Participant is informed that sufficient funds are required before the withdrawal can proceed.

Example 7. Partial withdrawal during the Second Monitoring Period.

A Participant transfers qualifying Eligible Securities with a Transfer Value of EUR 100,000 and receives an Initial Bonus of EUR 3,000. No Withdrawal Event affecting the Eligible Quantity occurs during the First Monitoring Period, so the Remaining Eligible Quantity corresponds to 100% of the original Eligible Quantity and the Additional Bonus is EUR 2,000.

During the Second Monitoring Period, the Participant withdraws 25% of that Monitored Quantity. Applying the same proportionate calculation rules as in the First Monitoring Period, the Early Withdrawal Commission is 25% of the Additional Bonus, i.e. EUR 500. The Initial Bonus of EUR 3,000 is not affected. If no further Withdrawal Event occurs during the Second Monitoring Period, the remaining EUR 1,500 of the Additional Bonus is retained by the Participant.

In this example, the Early Withdrawal Commission of EUR 500 equals 25% of the Additional Bonus and 0.5% of the original Transfer Value of EUR 100,000. It also equals 2% of the fixed initial value of EUR 25,000 attributable to the withdrawn Monitored Quantity; that fixed initial value is not necessarily the market value of those securities at the time of withdrawal.

The Initial Bonus of EUR 3,000, equivalent to 3% of the original Transfer Value, is unaffected. After deduction of the Early Withdrawal Commission, the Additional Bonus retained by the Participant is EUR

1,500, equivalent to 1.5% of the original Transfer Value instead of 2%. The commission therefore reduces the retained Additional Bonus by 0.5 percentage points when measured against the original Transfer Value.

Assuming that all other conditions are met and no further Withdrawal Event occurs during the Second Monitoring Period, the total promotional benefit retained is EUR 4,500, or 4.5% of the original Transfer Value, compared with EUR 5,000, or 5%, if no Withdrawal Event had occurred. The cumulative Early Withdrawal Commission across both Monitoring Periods in this example is EUR 500, or 0.5% of the original Transfer Value.

The comparisons in Examples 4 and 7 show the effect of the illustrated withdrawals on the promotional bonuses. Unless another calculation base is expressly stated, percentages are calculated by reference to the original Transfer Value. These percentages are not annualized rates of return and do not represent the overall return on the Participant's investments. Market gains or losses, taxes and other applicable costs and charges are excluded from these simplified calculations.