

**REALINVESTER  
TERMS & CONDITIONS  
EFFECTIVE AS OF JUNE 01, 2024**

The products offered by REALINVESTER use leverage and involve a high level of risk. Please make sure you understand all risks.

## **CLIENT AGREEMENT**

**This document is a contract between REALINVESTER, a financial advisory, management and instruction services company**, registered in MEXICO (hereinafter referred to as REALINVESTER, "our/our" or "we"), its successors and assigns on the one hand, and the party/parties (the "Client", "your/you're" or "you") on the other, who sign it. This document, together with our risk disclosure statement and privacy statement, contains the terms and conditions subject to which REALINVESTER will carry out the contractual relationship with the Client. This document sets out the respective rights and obligations of both parties in relation to this service, parties who agree to the terms and conditions of this document and are bound by the fact of filling in the Client's application form.

In connection with the opening of an account with REALINVESTER where it will provide information, but in no way be understood as intermediation or decision making, so it will be the sole and exclusive responsibility of the Client to speculate, buy and/or sell assets, contracts for difference (hereinafter "CFD") and Spread Bets, in and on commodities, metals, assets and indices, as well as with the provision of such other goods and services as REALINVESTER may determine to offer in the future, from time to time and in its absolute discretion, the Client acknowledges that it has been advised of and understands the following trading and market ("EB", also referred to as "OTC") factors, in addition to those contained in the risk disclosure statement provided to the Client. We trade Contracts for Difference ("CFD") transactions in the market.

In consideration for REALINVESTER agreeing to provide services to the "Client" (or "you") in relation to advice which shall in no way be construed as brokering or decision making in the purchase of assets, CFDs and Spread Bets in and on commodities, metals, assets and indices, as well as the provision of such other goods and services as REALINVESTER may determine to offer in the future, from time to time and in its absolute discretion, and which may be purchased or sold by or through REALINVESTER from the Client's account(s), the Client agrees that the following rights and obligations shall govern the relationship between REALINVESTER and the Client.

## **IMPORTANT NOTICES**

Trading on the EB markets implies that the transactions are not carried out on a regulated stock exchange. There are no guarantees as to the creditworthiness of the counterparty to your position in assets, CFDs and Spread Bets. In addition, there may be some cases where there is a reduction in liquidity, leading to dilution of trades in assets, CFDs and Spread Bets in and on commodities, assets, metals and indices, preventing the liquidation of an adverse position and with the possibility of a substantial financial loss.

REALINVESTER does not provide investment advice. Recommendations, signals and information provided or distributed by REALINVESTER are general in nature and are based

solely on the judgment of REALINVESTER personnel or outside information providers. These market recommendations may or may not be congruent with the market positions of REALINVESTER, its marketing partners or employees. The market recommendations and information provided by REALINVESTER are based on information believed to be reliable, although REALINVESTER cannot guarantee the accuracy or completeness thereof or that following such recommendations will eliminate the inherent risks of asset trading, CFD and Spread Betting. Market recommendations or information provided by REALINVESTER do not constitute an offer or a solicitation to buy or sell any EB Transactions. Customer understands and agrees that it is capable of, and shall be solely responsible for, evaluating the risks and rewards of any transaction it may enter into with REALINVESTER.

Customer understands that REALINVESTER does not permit representatives of its Customers to exercise discretion over, or manage, EB accounts. If Customer's account is not being traded with Customer's authorization, Customer shall notify REALINVESTER immediately.

REALINVESTER's margin policies and/or those of the banks/clearing houses, servers, processors or in general, institutions and all types of corporations through which trades are executed, may require additional funds to be contributed to the Customer's account to properly meet margin, and the Customer shall have the right to decide on the appropriate vehicle, but shall be free to satisfy or not satisfy such margin requirements immediately. The foregoing with the understanding that the impossibility to satisfy the supplementary margin requirements may lead to the liquidation of open positions, with the consequent losses. REALINVESTER reserves the right to refuse to accept an order.

The Client understands that it should carefully review the reports related to its trades that REALINVESTER publishes online or through any medium or information channel declared as official between the parties. All execution reports and account statements will be considered final unless objected to by the Client within two business days of posting. Objections may initially be submitted by email or telephone, but must subsequently be confirmed in writing, within a period not to exceed 48hrs.

The Client understands that REALINVESTER may establish rules and provisions for client accounts, including but not limited to; minimum account balance, a certain time period of investments, commissions and fees, degree of leverage per instrument, profit margins, rules regarding stop and loss limits, rollovers, supplemental hedging demands or any other financial stipulations so that the Client may be able to continue or continue to receive normal service from REALINVESTER, and that REALINVESTER may modify such rules and provisions from time to time.

Customer has read and understands the obligations and rights set forth in this Agreement and agrees and acknowledges that this document, the Risk Disclosure Statement and Privacy Statement comprise the terms and conditions of Customer's relationship with REALINVESTER. Customer agrees that it is fully responsible for making all decisions regarding transactions made through its account. It is understood that Customer has considered the foregoing factors and, in view of its current and anticipated financial resources, is willing and able to assume the substantial economic risks of the EB Transactions.

IT SHALL BE THE CLIENT'S RESPONSIBILITY TO SEEK ALL NECESSARY INFORMATION REGARDING ASSET TRADING, CFD AND SPREAD BETTING AND REALINVESTER TERMS AND CONDITIONS, AND TO ENSURE THAT ALL RISKS AND

PROVISIONS ARE CLEARLY CLARIFIED AND UNDERSTOOD PRIOR TO ENGAGING IN ANY INVESTMENT ACTIVITY.

## **TERMS AND HEADINGS**

1.1 Wherever the context permits or requires, REALINVESTER shall mean REALINVESTER, its affiliates and marketing partners and their successors and assigns;

1.2 "Customer" shall mean the party (or parties) who has agreed to be bound by the terms and conditions of this Agreement;

1.3 "Agreement" shall include this instrument and all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's account with REALINVESTER.

Paragraph headings in this Agreement are inserted for convenience of reference only and are not intended to limit the validity or affect the meaning of any provision of this Agreement.

## **CATEGORIZATION**

2.1 In accordance with our policy, we treat all of our customers as retailers, regardless of the existence of a categorization in the customer's country of residence.

## **COMMUNICATION**

3.1 The primary method of communication between and the Customer shall be electronic, through the REALINVESTER website and online trading platforms.

3.2 Information about orders, requests, requests or instructions placed and executed will be addressed personally to the Client through a specific account of the Client.

3.3 However, certain information will be provided solely and exclusively through our verified and authorized communication channels, such as general market recommendations, and the Client hereby consents to receive information that is not personally addressed to it in such a manner.

3.4 In the course of our dealings with you you may place orders with us through our online trading platform in the languages indicated on our website, which is updated with additional languages from time to time.

3.5 All written communications from us to you will be in the language used to register your account through our website.

## **CONSENT TO OPERATE**

4.1 The mission and objective of REALINVESTER is to assist with the execution of Asset, CFD and Spread Betting contracts on an over-the-counter basis, following the Client's verbal, written or computer instructions, subject to the terms and conditions of this Agreement and all its annexes.

4.2 Upon completion by the Customer of the application form, service order and any other document not provided for in this Agreement but required for the handling or administration of his account, REALINVESTER shall issue him with a secure password, to be used in conjunction with the Customer's chosen user name.

4.2.1 Customer's Requirements and Documentation. In order for the relationship established by this Agreement to have the necessary effectiveness, it will be of utmost importance that the Customer provides, in addition to its personal information, documents that accredit the same, including, but not limited to, the following: identification document, proof of address, bank statement in its name, tax receipt.

4.3 REALINVESTER's security systems are designed to ensure that all exchange of information provided to and originating from the Client is securely transmitted. The Customer is obliged to keep the password secret and is solely responsible for ensuring that third parties do not gain access to the password or, by means of the password, to REALINVESTER's investment platforms.

4.4 The Customer agrees that it is solely responsible for all instructions received electronically that are identified by the password and account number owned by it, as well as for all electronic, verbal and written instructions to REALINVESTER from persons that REALINVESTER, in its sole discretion, deems to be apparently authorized by the Customer, whereby the Customer, by accepting this agreement, releases and discharges REALINVESTER from any instructions originating from the Customer's account, accepting them as its own.

4.5 If the Customer's account is a joint account, REALINVESTER is authorized to act on the instructions of any of the account holders, without additional checks, with respect to transactions of the account and the disposition of the assets of the account.

4.6 REALINVESTER shall be entitled to require joint action by the account holders in respect of the account. REALINVESTER may send all correspondence and documents relating to the account to any of the joint account holders.

4.7 REALINVESTER is responsible for the protection of the account, whether it is individual or joint.

4.8 In the event of the death of one or more of the joint account holders, REALINVESTER must be notified in writing, enclosing a copy of the relevant death certificate. All expenses due at the date of notification shall be charged to the account.

4.9 Until such time as valid written notice to the contrary is given to REALINVESTER, each joint account holder shall be assumed to have an equal share in the joint account.

## **APPROPRIATENESS OF TRANSACTIONS**

5.1 Although REALINVESTER publishes general market recommendations, these are not to be considered personal recommendations or advice to engage in REALINVESTER. Accordingly, we are under no obligation to assess the appropriateness of the Client's trades in Assets, CFDs and Spread Betting through REALINVESTER. All operations made by the Client represent an independent decision on his part to intervene with REALINVESTER, which is why each movement instructed by the Client must be accompanied by a Service Order, which will be considered as an integral part of this Agreement, in order to avoid any controversy that may arise in the development of the management and/or administration of the Client's Account.

## **INTERBANK SYSTEM RULES**

6.1 All transactions under this Agreement shall be made in accordance with the usage, rules and interpretations of the institution or other interbank system (and its clearing house, if applicable), and all applicable laws and regulations.

6.2 The Client acknowledges that all transactions under this Agreement are subject to the above regulatory requirements, and the Client shall have no independent legal or contractual rights in respect of such requirements.

### **MARGIN AND DEPOSIT REQUIREMENTS**

7.1 The Customer shall provide to, and maintain at, REALINVESTER margin in such amounts and in such forms as REALINVESTER, in its absolute discretion, may require.

7.2 Such margin requirements may be greater or less than the margin requirements through which the Trades are executed.

7.3 REALINVESTER reserves the right to change the margin requirements at any time, with notice to the Customer through the authorized communication channels previously established, which are hereby reproduced as if they were inserted.

7.4 The Client agrees to deposit, by electronic funds transfer or by any other method of payment acceptable to REALINVESTER, such additional margin as REALINVESTER may require, and shall immediately satisfy all claims for supplemental coverage through such mode of transmission as REALINVESTER may stipulate in its absolute discretion, reserving for the Client the fact or possibility of not continuing with a re-investment, at which time REALINVESTER shall carry out an accounting process to identify operating and administration expenses that may be pending and then proceed with liquidation and, if applicable, a refund.

7.5 REALINVESTER may at any time proceed to liquidate the Client's account when the Client fails to comply with any of the requirements previously established for the operation, administration and maintenance of the account or for being located in a case of founded doubt, where REALINVESTER may understand as money laundering or financing of terrorism and the fact that REALINVESTER omitted to enforce its rights shall not be considered a waiver on its part to do so later on.

7.6 REALINVESTER reserves the right to limit the amount and/or the total amount of open positions that the Customer may acquire or maintain in REALINVESTER, following compliance with making rational, studied and analyzed use of the service orders provided by the Customer through the means of communication authorized for such purpose; as well as to increase the margin requirements in anticipation of profits or other news or events, with or without prior notice, both before such events and retroactively, or at any other time it deems, at its sole discretion.

7.7 Service orders must be placed allowing sufficient time for execution and for the calculation of margin requirements.

7.8 Profits derived from a service order or transaction shall be added to the Client's account as additional margin whenever the transaction is open and, at the close of the transaction, as a balance available for withdrawal.

7.9 Losses arising from a service order or transaction shall be deducted from the Client's account.

### **BONIFICATIONS**

8.1 REALINVESTER may choose to grant bonuses to the Customer by depositing into the Client's trading account, subject to those terms and conditions that REALINVESTER determine in its sole discretion. The amounts of such bonuses may not be withdrawn by the

Customer unless it complies with the relevant operational requirements published on the REALINVESTER website, which may be periodically modified.

8.2 REALINVESTER suspects or has reason to believe that the Customer has attempted to undertake any fraudulent activity in order to claim a bonus or to be a beneficiary of any other promotion, REALINVESTER reserves the right to:

- (i) cancel or reject the bonus promotion, or any other related bonus, at its sole discretion
- (ii) Suspend the client's access to the services provided by REALINVESTER and/or terminate the contract between REALINVESTER and Customer for the provision of services,

8.3 If REALINVESTER suspects or has grounds to believe that the Customer has abused the terms and conditions of a bonus offer by covering positions internally (using other investment account signed on REALINVESTER) or externally, REALINVESTER reserves the right to cancel any bonuses and any transactions or profits associated with the Client's account(s).

8.4 Bonus promotions may be restricted in certain jurisdictions.

8.5 REALINVESTER reserves the right to cancel or reject bonus promotions at its sole discretion.

## **ACTIVES OF THE CUSTOMER**

9.1 REALINVESTER does not pay interest on the funds deposited by the Client.

9.2 Any funds, securities, assets and other assets of the Customer that REALINVESTER or its marketing partners may be holding on your behalf at any time (either individually or jointly with others, or as a guarantee of the account of any other person), or that at any moment may be in your possession or under your control, or are held in your books for any reason (including custody) will be held by REALINVESTER as guarantee and will be subject to a right of retention and compensation for your liabilities in respect of REALINVESTER, whether REALINVESTER has made advances or not in relation to securities, assets, commodities, resources or other asset, and irrespective of the amount of accounts that the Client may have in REALINVESTER.

9.3 The Customer hereby grants REALINVESTER the right to seize, deposit, mortgage, invest or lend, either separately or jointly with the assets of other Customers, to itself or to others, any securities or other assets from the Customer that REALINVESTER holds as a margin or guarantee.

9.4 This authorization will be valid for all accounts signed by REALINVESTER on behalf of the Client, and will remain in force until all the accounts are paid in full by the Client or until a notice of withdrawal from its headquarters is transmitted to you.

9.5 Any failure by REALINVESTER to enforce its rights shall not be considered a future waiver of such rights by REALINVESTER.

9.6 By this, REALINVESTER is designated as the Client's de facto representative, and authorized – without prior notice to the Client – to execute and grant all kinds of documents, to carry out any kind of notifications and to undertake actions of any kind on behalf of the Client, including the execution, delivery and presentation of financial statements, as REALINVESTER deems necessary or desirable to demonstrate or protect the interests of REALINVESTER in respect of any warranty.



9.7 If the guarantee deemed acceptable to REALINVESTER is at any time insufficient to meet the Client's debt or other obligations to REALINVESTER, including the obligation to provide the margin stipulated herein, the Client shall immediately pay the full amount of the deficit thus generated, preserving the right to claim any right by any means it deems appropriate.

## **INSOLVENCE OF INSTITUTIONS AND VIGILANCE**

10.1 In the event that any of our financial institutions or designated communications and brokerage service providers become insolvent, REALINVESTER disclaims all liability and will not be subject to any liability arising from customer losses as a result of such insolvency.

10.2 However, we carry out adequate and continuous risk assessments of our financial institutions or designated communications and brokerage service providers to ensure that they are safe repositories at all times.

10.3 We will provide details of our financial institutions or designated communications and brokerage service providers to our Retail Clients, including their names and customer account details.

## **INTEREST CONFLICTS**

11.1 REALINVESTER is obliged to maintain and implement effective organizational and administrative controls to take all reasonable measures to identify, manage, disclose and record conflicts of interest. To this end, REALINVESTER has established and implemented a Conflict of Interest policy.

11.2 If the measures taken by REALINVESTER to manage conflicts of interest are insufficient to ensure, with reasonable confidence, that the risks of damaging the interests of the Client will be avoided, REALINVESTER will clearly inform the Client of the general nature and causes of the conflict of interest before conducting business on behalf of the Customer.

## **CLAIMS**

12.1 If you have any inquiries, concerns, problems and/or reasons to be dissatisfied with any aspect of our service, you should first contact our customer service team, as the vast majority of issues can be addressed and resolved at this first level, through [www.realinvester.com](http://www.realinvester.com)

12.2 If our customer service team is unable to resolve the problem, or if you feel that you have not met your expectations and wish to raise the matter as a formal complaint or claim, please fill out a Complaint Form, which you will find on our website. The Completely Filled Claim Form, accompanied by the appropriate evidence (required), must be sent to [support@realinvester.com](mailto:support@realinvester.com) to be registered as a formal claim.

12.3 We will periodically inform you in writing of the progress of the investigation of the claim, at intervals not exceeding 20 working days;

12.4 We will endeavor to investigate and resolve the claim within 40 working days of receipt of the complaint;

12.5 If the 40 business days have passed without the claim being resolved, we will inform you of the expected deadline for resolving your claim.

12.6 Once the investigation of the claim has been completed, a final Customer Response will be sent to you, explaining the results of the inquiry and the measures or solutions we intend to take.

12.7 A Claim will be deemed resolved or settled when we have sent a definitive Customer Response in writing.

### **Liquidation of accounts and payment of deficit balances**

13.1 In the case of (a) death or judicial declaration of the Client's incompetence; (b) filing of a bankruptcy petition, appointment of an insolvency officer or initiation of a (or similar) insolvency proceeding (or proceedings) by or against the Client; (c) placing of an embargo against any of the Customer's accounts by REALINVESTER, (d) insufficient margin or determination by REALINVESTER that the guarantees placed to protect one or more of the Clients' accounts are inadequate, irrespective of the current market quotas, to secure the Account; (e) failure by the Client to provide the data required under this Agreement or applicable legislation; (f) abuse of speculative practices, manipulation and/or fraud by the Client or any other person authorized by him to use the account for the good; or (g) any circumstance, circumstances or other measures that we may take to his or her absolute discretion, protection:

(i) To fulfill any obligation that you may have with us, directly or through warranty, of your funds or assets that are under the custody or control of REALINVESTER; (ii) to sell or buy all or part of the contracts of assets or securities held for you; and (iii) to cancel one or more outstanding orders or contracts, or any commitment assumed on behalf of you.

13.2 Any of the aforementioned measures may be taken without claim of margin or additional margin, without intermediary authorization in case of extreme need or other notice to the Client, its representatives, heirs, guardians, administrators, trustees, legataries or assignees, regardless of whether their ownership is exclusive to the Customer or jointly with third parties.

13.3 The claim or prior notice of purchase or sale shall not be construed as a waiver by REALINVESTER of the right to buy or sell at any time in the future without the aforementioned claim or notice.

13.4 For the settlement of a Customer's short or long positions, REALINVESTER may, in its sole discretion, compensate in the same settlement or open new long or short positions to establish a coverage that, in the sole judgment of REALINVESTER may be advisable to protect and reduce existing positions in the Customer's account.

13.5 All transactions performed under this Agreement shall be carried out at the discretion of REALINVESTER in an interbank or exchange market where such business usually takes place, as well as in a public or private sale, and REALINVESTER may purchase all or part of them free of any amortization right.

13.6 To protect the Client, the Net Capital or Liquid Value of the Client's operating accounts falling below the Minimum Margin Requirement, all Client open transactions will be automatically closed, with either profits or losses, but with prior notice to the Client so that, if so decided, the Client will make the appropriate amortization that allows it to be above the minimum margin.

13.7 On the REALINVESTER and platforms used, the minimum margin requirement is equivalent to 10% of the required margin.



13.8 If the balance in the Client's account is less than zero, the Client shall immediately notify REALINVESTER, who shall proceed to cancel the account.

13.9 Neither REALINVESTER nor any of its affiliates, marketing partners or agents shall be liable for any loss or damage suffered by the closure of positions as a result of the above.

13.10 The Customer shall be liable at all times to pay any deficit balances at the request of REALINVESTER and, in all cases, the Customer will be held liable for any persistent deficiencies in his/her account(s) in the event of a complete or partial liquidation of the same by REALINVESTER or the Client.

## **RATES/TARIFFS**

14.1 The charges arising from the services provided by REALINVESTER are detailed in the Terms and Conditions of Operations page.

14.2 The Customer has been informed that REALINVESTER receives part of its income from the differential of each transaction. The differential is the difference between the sale and purchase prices of the quote of a transaction.

14.3 REALINVESTER may, at its sole discretion, increase or decrease the differentials of one or all instruments at any time and without notice, owing to various mitigating factors, such as market news or announcements, trading volumes, market volatility and/or additional internal or external factors. These decisions can be applied to all customers simultaneously.

14.4 If new charges are raised or applied, they will be posted on the website at least 7 days before they enter into force.

14.5 REALINVESTER is currently authorized to charge incidental charges related to the Banking Institution, payment processors or any other provider, such as deposit transfer fees, withdrawal of funds and penalty fees for returned transfers or counter fees.

14.6 In certain circumstances, additional charges may include concepts such as expenses for statement of accounts, cancellation of orders, transfers, telephone orders or fees imposed by interbank agencies, banks, contracts, markets or other regulatory or self-regulatory organizations as a result of the provision of REALINVESTER services under this Agreement.

14.7 REALINVESTER reserves the right that the Customer may incur additional charges for the purchase of added value or optional services, the same that we offer or may offer.

## **REINVESTMENTS**

15.1 A daily economic charge may be applied to each position opened in Assets, CFDs and Differential Bets at the closing of the day of trading of REALINVESTER with respect to those Asset, CFFs and Differentials Bets positions.

15.2 If such financial charge is applied, the Client shall either pay it directly to REALINVESTER, or REALINVESTER shall pay it to the Client, depending on the type of positions in Assets, CFDs and Differential Bets and the nature of the Client's positions.

15.3 The method of calculating the economic burden may vary depending on the Assets, CFDs and Differential Betting position to which it applies.

15.4 The financial charge will be paid or debited (as applicable) to/from the Client's account on the following day of transaction from the reference day.

15.5 REALINVESTER reserves the right to change the method of calculation of financial charges, financing rates and positions modalities in Assets, CFDs and Differential Bets to which the financial charge applies.

15.6 For certain types of Assets, CFDs and Differential Bets, the Client shall pay a position opening and closing commission. This commission will be charged to the Customer's account at the same time as REALINVESTER opens or closes the corresponding positions in Assets, CFDs and Differential Bets.

15.7 CFDs and Differential Bets are linked to the market price of a given underlying asset, which includes the market value of futures contracts. A few days prior to the expiration date of the underlying asset to which the CFDs and Differential Bets are linked, the asset will be replaced by another asset and the quotation of the CDFs and Different Bets will change as appropriate.

15.8 CFDs and Differential Bets do not have an expiry date.

15.9 CFD and Differential Betting transactions are continuous, and the underlying assets with which they are linked vary at all times.

15.10 REALINVESTER reserves the right to determine the underlying asset linked to CFDs and Differential Bets, the date of replacement of such asset and the conditions of such replacement.

15.11 After the replacement of the underlying asset, the CFD and Differential Betting quotation will be adjusted and a deposit or debit will be made to the Customer's account, as appropriate, based on the difference in quotations generated as a result of the substituted asset replacement.

15.12 The difference in quotations between the underlying assets is affected by the difference in rates between the purchase and sale of such assets on the market, and therefore the revaluation of the sale transactions will be in separate amounts.

15.13 In most cases, charges will be greater than charges.

15.14 Any transaction opened and/or closed by the Client at the end of the trading day, as determined by REALINVESTER or during the weekend, will be automatically transferred to the next business day to prevent the automatic closure and physical settlement of the transaction.

15.15 The Customer agrees that, when a transaction is transferred to the following business day, the interest on the transaction will be added to or deducted from his/her account.

15.16 REALINVESTER shall periodically determine the amount of such Interest within its sole discretion.

15.17 The Customer authorizes REALINVESTER to add or subtract Intraday Interest to/from the Customer's account for open transactions that have earned such interest, in accordance with the applicable rate, each day at the end of the trading time specified on the trading platform, of each individual instrument, as applicable.

15.18 For detailed information on applicable charges, see Operating Conditions and Charges.

## **COMMUNICATIONS, DECLARATIONS AND CONFIRMATIONS**

16.1 Reports, accounts, notifications, confirmations of transactions and other communications shall be published online or through the official means of communication authorized by REALINVESTER and may be transmitted to the address specified by the Customer at any time, by written or electronic communication to REALINVESTER.

16.2 The Customer shall be responsible for notifying REALINVESTER of any change to his/her email address.

16.3 Communications shall be deemed to have been received when REALINVESTER makes them available to the Client, regardless of when the Client has accessed them.

16.4 The Client may generate daily, monthly and annual accounts detailing transactions, earnings accounts, open positions, margin balances, and accounts payments and debits.

16.5 The Customer understands that he should carefully review any reports relating to his/her operations that REALINVESTER publishes online.

16.6 Customer order confirmation reports and accounts that REALINVESTER publishes online will be deemed to be correct, definitive and binding to the Customer if no objection is made within two working days of online publication.

16.7 Objections will initially be submitted by e-mail, but subsequently will have to be confirmed in writing.

16.8 If the Customer becomes aware of an error with respect to a report or statement, such as amounts wrongly paid, he shall immediately inform REALINVESTER and shall be responsible for refunding them to REALINVESTER. If REALINVESTER is aware of such an error, it is expressly authorized to correct it by modifying the report or status and, where appropriate, by considering it a deficit balance.

16.9 The Customer acknowledges that, by providing REALINVESTER with his subscription data, he/she agrees that REALINVESTER, his/her subsidiaries, marketing partners and agents will send, and the Customer will receive, by telephone, fax, SMS or email, communications of a commercial nature related to the use by the Client of the trading platform, including information and offers from REALINVESTER or third parties that REALINVESTER considers that the Client may find useful or interesting, such as newsletters and marketing or promotional materials.

16.10 Customer acknowledges that REALINVESTER must not obtain separate prior consent from Customer (written or verbal) before distributing such communications to Customer, provided REALINVESTER ceases to distribute them if Customer notifies him in writing that he no longer wishes to receive them.

16.11 The Customer can generate accounts, by himself and at any time, on the online trading platform. These statements will record the time the order was executed and the account balance. Our internal records will establish the time at which the Customer placed the order.

16.12 REALINVESTER will also provide the Client with an annual statement detailing the funds that the firmins on behalf of the Client at the end of the period covered by the said statement. They will also include all charges applied during the period covered by the state, if applicable.

16.13 Customers will also have real-time access to their account, and will be able to view transactions, the time orders were placed and the balance of their account.

## **RESPONSIBILITY LIMITATION**

17.1 REALINVESTER and/or its subsidiaries, marketing partners or agents disclaim any liability for losses or damages caused, directly or indirectly, by events, actions or omissions beyond its control, including, but not limited to, loss or damage arising, direct or indirectly, from delays or inaccuracies in the transmission of orders and / or information as a result of failures or malfunctions of transmission or communications facilities, or power supply cuts.

17.2 Neither REALINVESTER nor any of its subsidiaries, marketing partners or agents guarantees that the trading platform or any of the services it provides will be available without interruption or that it will be error-free and that such trading platform and services are provided "AS IS", without any warranties of any kind, except as set out herein.

17.3 Under no circumstances shall REALINVESTER or any of its subsidiaries, marketing partners or agents be held liable for direct, indirect, punitive, incidental, special or consequential damages resulting from the use of, or the inability to use, the trading platform or the services of REALINVESTER, including, but not limited to, loss of profit, losses of business, transactions and data, or use of data, unauthorized access to the Customer's computers, as well as alteration, theft or destruction of its computer systems, data files, programs or information, or costs in terms of acquisition of substituted goods or services.

17.4 You agree that this section represents a reasonable allocation of risks, that it is an essential component of this Agreement and that, in its absence, the economic terms of this agreement would be substantially different.

17.5 This limitation will be valid as long as the claimed liability is contractual, extra-contractual, negligent, strict liability or any other basis, even if REALINVESTER and/or its subsidiaries, marketing partners or agents have been informed of the possibility of such damage occurring.

17.6 REALINVESTER and/or its subsidiaries, marketing partners or agents decline any liability or obligation to compensate for unusable data, transactions or Customer data lost or damaged, regardless of the means and forms.

17.7 This limitation of liability further excludes any obligation or liability on the part of REALINVESTER or any of its subsidiaries, marketing partners or agents, for non-usable data, transactions or Customer data lost or damaged, in whole or in part, as a result of third-party software, the interconnection with goods or services, Internet-related issues, or actions or events beyond REALINVESTER's control.

17.8 REALINVESTER and its subsidiaries, marketing partners or agents decline any liability resulting from, or related to, Internet security breaches or the interruption, distortion or delay in the Customer's Internet connection, whatever the reasons.

17.9 As the EB markets are not stock exchanges, the prices and quotations you trade with may or may not be similar to those of the other EB Markets.

17.10 If a quotation or execution error occurs, which could include, inter alia, quotations errors, quotes that are not representative of fair market values, misquotation by an operator or wrong price due to errors in software, hardware or lines or communications systems, or inaccurate data provided by third-party suppliers, REALINVESTER shall not be held responsible for errors resulting in the balance of the accounts. Without prejudice to the foregoing, if transactions are closed or opened as a result of an incorrect quotation, the

REALINVESTER trading room will endeavor to recognize the circumstance and act promptly to correct it. You acknowledge that the reset process may take a while, during which time you will not be able to use your trading account or execute outstanding orders.

17.11 If REALINVESTER identifies an incorrect or outdated quote, it may offer the Customer an alternative quote or continue the transaction, at the sole discretion of REALINVESTER.

17.12 You also acknowledge that REALINVESTER, its subsidiaries, marketing partners and agents will not be held responsible for any loss or damage caused by, or related to, such reset process.

17.13 Third-party licenses.

17.14 If any third-party software is included in, or is integrated into, the REALINVESTER website or online trading platform, or the Online Trading Platform, such integrated third party software will be offered subject to the terms and conditions of this Customer Agreement, which will apply to the Online trading platform.

17.15 You shall fully comply with the terms and conditions of the Third-Party Licenses that we submit periodically.

17.16 We do not provide any warranty, either explicit or implied, for compensation or assistance to third-party licenses, and decline any liability in relation to them.

17.17 "Third Party Licenses" means the licenses that govern the third party software integrated or used on the trading platform.

## **ASSET FLUCTUATION RISKS, CFDS AND DIFFERENCE BET**

18.1 If the Client executes, instructs, tries to execute or negotiates a transaction with Assets, CFDs and Differential Bets:

(i) Any profits or losses arising from Asset, CFD and Differential Bets fluctuations shall be at the sole account and risk of the Client; (ii) all initial and subsequent deposits for margin purposes shall be made in United States dollars, euros, pounds sterling or Japanese yen, in amounts as REALINVESTER may specify at its sole discretion; and (iii) REALINVESTER is authorized to convert funds from the Client's account to and from the specified currency at the exchange rate determined by REALINVESTER at its absolute discretions, on the basis of quotations in force in the currency markets.

## **INDEMNISATION**

19.1 The Customer agrees to indemnify and defend REALINVESTER, its subsidiaries, marketing partners, agents, employees, successors and designated persons ("REALINVESTER Indemnities") for and against all liabilities, losses, damages, costs and expenses, including attorney fees, incurred by any of the Indemnified Persons of REALINVESTER as a result of the Customer's failure to fulfill its obligations in time and form, or if any of its commitments or guarantees prove to be incorrect or certain.

19.2 The Customer also agrees to pay REALINVESTER Compensators as soon as possible for all damages, costs and expenses, including attorney fees, incurred by the implementation of the terms of this Agreement and any other agreement between REALINVESTER and the Customer.

19.3 In addition to the limitations of liability specified in this Agreement, REALINVESTER Compensators shall not be held liable and shall be exempt from claims and losses incurred

if they were due to: (i) Actions or omissions of the Client; (ii) Any action or omission by a person with access to the Client's account, whether or not the Client has authorized such access; (iii) System and equipment imperfections and malfunctions (whether the Customer's equipment or REALINVESTER), system interruptions or unavailability; (iv) Delays, failures or errors in the implementation of the instructions; (v) Instructions, requests, service orders, demands or any inaccurate or incomplete communications received by REALINVESTER Customer; or (e) That the Client or any third party uses to conduct an account investigation, analysis, or other information transactions, such as news or market information, for any purposes, for which a trading platform, financial information, or any information is made available, or for which any information or information is negotiated.

In accordance with this section, REALINVESTER shall be entitled to deduct liabilities from the Client's account.

## **MARKET ABUSES AND MANIPULATION**

20.1 REALINVESTER does not allow the practice of financial arbitration when operating, and strictly prohibits any form of price manipulation in its service, as well as the conduct of transactions based on errors, omissions or wrong quotations.

20.2 Price latency, connectivity delays and price data loading problems often create situations in which published prices do not accurately reflect market quotations. The concepts of financial arbitration and scalping (high-pressure technique of accumulating profits in very rapid and small increases), as well as taking advantage of these delays of the Internet, cannot exist in EB markets, where the Customer is buying or selling directly from and to the market maker.

20.3 Any transaction based on price latency or errors in the price burden may be the subject of intervention, which includes the right to cancel any transactions that REALINVESTER has determined to be the result of any of these practices, as well as to revoke profits, extend differentials, block operations and any other necessary account corrections or adjustments without notice.

20.4 If REALINVESTER suspects or has reason to believe that the Customer abused the terms and conditions by hedging positions inter (through other trading accounts held with REALINVESTER) or externally (through other trading accounts held with external parties), REALINVESTER reserves the right to cancel any trades or profits associated with the Customer's account(s).

## **MARKET ABUSE**

21.1 REALINVESTER may cover its liability to you by opening similar positions in other institutions or in the underlying market. The result of this will be that, when you trade with us, these may, through our coverage, exert a distorting influence on the underlying market for that index, in addition to the impact it may have on our own prices. This creates opportunities for market abuse.

21.2 The Client declares, warrants and agrees that this statement and warranty will be deemed to be repeated whenever the Client opens or closes a position, that:

(a) The Client will not carry out or have carried out with us a transaction relating to a particular index or any other CFD price if this entails that the Client or other persons with whom the Client acts in concert are exposed to the price of the underlying financial instrument, which may create a situation of market abuse.



This exposure may be equal to or greater than the level of a declarable interest in the relevant financial instrument. For such purposes, the level of a declarable interest shall be the level in force at the material time, as established by other types of markets in which the underlying financial instrument is traded; and

(b) You shall not undertake or have undertaken any transaction with us in relation to:

(i) a placement, issuance, distribution or other similar event;

(ii) an offer, takeover, merger or other like event; or

(iii) any other corporate financial activity in which You are involved or interested.

21.3 In the event that the Client opens or closes a transaction or executes an order in breach of the commitments and guarantees assumed, or if REALINVESTER has reasonable grounds to suspect that the Customer has done so, REALINVESTER may, in its sole discretion and without having an obligation to inform the Client of the reasons, close that transaction and any other operation or transactions that it may have open at the time, if applicable, and also in its absolute cancellate any operation or profit associated with the Client's account(s).

21.4 The Customer acknowledges that operating is a speculative business, and agrees not to undertake any transaction with us in connection with corporate finance activities.

21.5 The Customer acknowledges that it would be inappropriate to trade in the underlying market if the sole purpose of such transaction was to affect our purchase or sale prices, and therefore agrees not to carry out any such transactions.

## **EXECUTION OF ORDERS, TOPS AND LIMITS**

22.1 REALINVESTER shall make all commercially reasonable efforts to execute any orders that it may choose to accept, in its sole discretion, following the Client's oral, written or computer instructions, through the official channels of Communication established between REALINVESTER and the Client.

22.2 REALINVESTER reserves the right to refuse to accept an order, instruction or request from the Customer.

22.3 REALINVESTER may, in its sole discretion, allow the Customer to specify the closing price of a transaction on the trading platform through a "loss closure" or "profit closure", subject to the terms of this Agreement and the terms and conditions that REALINVESTER may implement from time to time.

22.4 "loss closure" means an offer to close a transaction at a price previously determined by the Customer that, in the event that it has been opened by a purchase offer for a specific amount of a given instrument, is lower than the opening price of the opening transaction, and in the case of a trade opened through the sale offer of a specific quantity of a particular instrument, it is higher than the transaction opening price.

22.5 "Closure with profits" means an offer to close a transaction at a price previously determined by the Client that, in the event that it has been opened by a purchase offer for a specific amount of a given instrument, is higher than the opening price of the transaction, and in the case of a trade opened through the offer to sell a specific quantity of a particular instrument, it is lower than the price of opening the trade.

22.6 In the event of the Customer's offer and the acceptance by REALINVESTER of an order, Customer authorizes REALINVESTER to close the transaction at the closing price with loss or closing with profits, as applicable, and is accepted in the order, without further instructions from Customer.

22.7 REALINVESTER may, at its sole discretion, close the transaction when the price quoted by REALINVESTER on the trading platform is equal to the price accepted by REALINVESTER for such an order.

22.8 The Customer acknowledges and agrees that REALINVESTER will not be obliged to close a transaction that does not comply with the other agreed limitations for such transaction.

22.9 The Customer acknowledges and agrees that, due to market volatility and factors beyond the control of REALINVESTER, REALINVESTER cannot guarantee that a loss-closing order will be executed at the level specified in the Customer's order. In that case, REALINVESTER will close the transaction at the next best price.

22.10 If, before the Customer's "Limit Order" offer to open or close a transaction is accepted by REALINVESTER the REALINVESTER quote fluctuates for the benefit of Customer (for example, if the price drops when Customer buys or rises when sells), Customer agrees that REALINVESTER will execute the closing transaction at the price specified by Customer and not at the best. The Customer agrees that REALINVESTER may retain such price fluctuation for its own account.

22.11 The Customer has been informed that REALINVESTER receives part of its income from the differential of each transaction. The differential is the difference between the sale and purchase prices of the quote of a transaction. Therefore, in the event that the fair market price reduces the differential of REALINVESTER in a specific transaction, REALINVESTER may, at its sole discretion, choose not to execute such transaction in which case it may send the Customer a modified quote for consideration. REALINVESTER may execute a transaction, at its sole discretion, if the fair market price does not affect and/or increases the transaction difference.

## **RISK RECOGNITION**

23.1 The Customer acknowledges that investing in leveraged and non-leveraged transactions is speculative, involves a high level of risk and is only suitable for individuals who can assume the risk of losing their entire margin deposit, as notified at the beginning of this Agreement and that it is here to be reproduced as if it were inserted to the letter.

23.2 The Customer understands that, due to the low margin normally required in EB transactions, price fluctuations in the EB markets may result in significant losses, so that, at this time, the Customer disclaims any civil, criminal, administrative, tax liability to REALINVESTER for decisions that may be taken in implementation of this Agreement.

23.3 The Customer warrants that he/she wishes, and is in financial and other capacity to, assume the risks of operating in EB markets and, in return for REALINVESTER maintaining his/her account(s), the Customer agrees not to hold REALINVESTER and any of its subsidiaries, marketing partners or agents liable for any losses incurred by the Client.

23.4 The Customer acknowledges that in EB markets transactions it is impossible to guarantee the obtaining of profits or that there will be no losses.

23.5 You acknowledge that you have not received any such warranties from REALINVESTER or any of its representatives, derivative agents or other entities with whom you have entered into your account at REALINVESTER, and that you do not have signed this Agreement in consideration of, or based on, such guarantees or similar commitments.

23.6 The high level of leverage obtained by trading in Assets, CFDs and Differential Bets may act against you and also in your favor. Leverage can result in large losses and also large gains.

23.7 In times of extreme volatility it can be difficult or impossible to execute commands.

## **RECOMMENDATIONS AND MARKET INFORMATION**

24.1 The Customer acknowledges that: (i) all recommendations, signals and market information communicated to the Customer by any means by REALINVESTER and any of its subsidiaries, marketing partners, agents or persons within REALINVESTER, do not constitute offers to buy and sell EB contracts, and that REALINVESTER does not provide investment advice; (ii) such recommendations and information, although generally based on data obtained from sources which REALINVESTER considers to be reliable, may be based solely on opinions that may be incomplete and unverified; and (iii) REALINVESTER does no guarantee, assumes no commitments, and disclaims any responsibility for the accuracy or completeness of the information or market opinions transmitted to the Client, as well as for losses and damages, including, inter alia, losses of margins or profits, derived directly or indirectly from its own recommendations or information.

24.2 The Customer understands that it is his/her sole responsibility to assess the risks and benefits of any action he/she may take with REALINVESTER, either as a result of the information provided by REALINVESTER or otherwise.

24.3 The Customer acknowledges that REALINVESTER and/or its managers, advisers, marketing partners, partners, shareholders or representatives may hold positions in, or attempt to execute trade or civil acts of Assets, CFDs and Differential Bets, which are the subject of the market opinions communicated to the Customer, and that the market positions of REALINVESTER or any of the aforementioned executives, advisors, marketing associates, associate, shareholder or representative may not coincide with the opinions received by the Client from REALINVESTER.

24.4 The Customer acknowledges that REALINVESTER assumes no commitment as to the tax implications and tax treatment of the activities relating to this Agreement.

## **CUSTOMER PROMISES AND GARANTIES**

25.1 The Customer declares and warrants that: (i) If the Customer is a natural person: the Customers are in sound discretion, in full use of their mental powers, are of age, legally competent and are not limited in the exercise of their civil, contractual or commercial rights to carry out the subscription of this Agreement.

(ii) If the Customer is not a natural person:

The Customer is duly constituted and validly exists in accordance with the laws in force in the jurisdiction of its constitution; the formalization and granting of this Agreement and of all contracts and other transactions contained herein, as well as the fulfillment of all obligations agreed in this document and other herein provided, have been duly authorized by the Customer; and All persons who formalize and grant this agreement and all transactions contained therein on behalf of the Client have been properly authorized to do so, and that

the natural person acting in the representation of the legal person, has its valid powers and that these have not been revoked, modified or limited.

(iii) No other person, except the Client, has or will have interests in the Client's account(s), and the Client has not granted or will grant any deposit on the Customer's Account at REALINVESTER (other than the warranty granted to REALINVESTER in this document) to other persons without the prior written consent of REALINVESTER. The Customer is the sole beneficiary of all warranties, and shall not grant any holding on the warrants to any other person (other than the warranty granted to REALINVESTER in this document) without the prior written consent of REALINVESTER; and

(iv) The Customer warrants that, irrespective of any future decision to the contrary, he is in a position to operate in such markets and consequently enter into legal acts of this nature; and

(v) The Customer is not an employee of any stock exchange, any majority shareholder firm of a stock market, a member of an exchange and/or a registered signature of any exchange or a bank, trust or insurer and, in the event that the Customer becomes an employer of any of them, shall notify such fact, as soon as possible and in writing, to the headquarters of REALINVESTER; and

(vi) The Customer shall execute and grant all documents, send all notifications, submit all statements and take any other action that REALINVESTER (at its sole discretion) considers necessary or desirable to demonstrate or perfect any collateral in favor of REALINVESTER or to protect its interests in respect of a collateral; and

(vii) You have read and understand the terms of this Agreement, including, inter alia, the Risk Disclosure Statement, the Privacy Statement and

(viii) The Customer will review this agreement; as well as reiterates the Customer's obligation to provide the documentation required by REALINVESTER and its subsidiaries for the clear administration and subscription of the account that allows to eliminate any discrepancy between REALINVESTER and the Client, documentation that will remain in the sole control of REALINVESTER and that will be treated with strict adherence to the International Treaties on the Protection of Personal Data in the Possession of Individuals and REALINVESTER reserves the right to use such information in any situation of conflict or legal process.

(ix) You will not make any transactions on your account unless you understand this Agreement, and you agree that the fact of performing a transaction will be interpreted as having read and understood the agreement in force at the time of the transaction; and

(x) The Customer accepts and will at all times comply with the laws, statutes and regulations, and declares that the formalization and granting by him of this Agreement and of all transactions contained therein, as well as the fulfillment of the obligations and transaction contained herein, does not violate any law, rule, regulation, order, constitution, statute or policies applicable to the Customer. The Customer may not use this account at REALINVESTER for illegal activities.

## **DISCLOSURE OF FINANCIAL INFORMATION**

26.1 You represent and warrant that the financial information you have disclosed to us in your request accurately reflects your current financial position.

26.2 The Client declares and warrants that he has very carefully considered the part of his assets that he considers risk capital.

26.3 The Client acknowledges that risk capital is the amount of money that he/she is willing to risk, and that its loss will not affect his/her lifestyle in any way.

26.4 You agree to inform us immediately if your financial position changes in such a way that your net capital, your net assets and/or your venture capital are reduced.

#### **NO SEPARATED AGREEMENTS**

27.1 The Customer acknowledges that he/she has not entered into a separate agreement with REALINVESTOR or any of his/her employees or agents relating to the transactions in the Customer's account at REALINVESTOR, including agreements to guarantee profits or limit losses in the Client's Account.

27.2 The Customer understands that he must authorize each transaction prior to its execution through a Service Order that supports the Customer's wish, unless he has delegated that discretion to a third party when signing the REALINVESTOR Limited Operations Authorization or has agreed so in writing with REALINVESTOR. Any disputed transaction will be notified to the REALINVESTOR Compliance Officer in accordance with the notification requirements of this Customer Agreement.

27.3 The Customer agrees to indemnify and defend REALINVESTOR and its subsidiaries, marketing partners and agents for and against all damages and obligations resulting from the Customer's failure to immediately notify the REALINVESTOR Compliance Officer that any of the situations mentioned herein has occurred.

27.4 All notifications required under this section will be sent to the headquarters of REALINVESTOR.

#### **DISCLOSURE OF THE DERIVATION OF THE MARKETING PARTNER**

28.1 REALINVESTOR may hire marketing partners or derivatives (the "marketing partners"), wholly separate and independent of each other and of REALINVESTOR. No agreement between REALINVESTOR and the marketing partner will result in the formation of a joint venture or association. The marketing partner is not an agent or employee of REALINVESTOR.

28.2 REALINVESTOR does not control and cannot assert the accuracy or completeness of any information that the Customer may have received or may receive in the future from any marketing partners of REALINVESTOR or any other person not employed by, or acting on behalf of, REALINVESTOR, about the risks involved in Asset, CFD and Differential Betting transactions.

28.3 As the marketing partner is not an employee or agent of REALINVESTOR, it does not endorse the services provided by the Marketing Partner. It will be the responsibility of the Customer to carry out the due diligence process on the marketing partner before contracting any of its services.

28.4 The Customer understands that in order to operate with REALINVESTOR there must be a profile directly on REALINVESTOR. REALINVESTOR makes available to Customers appropriate risk disclosure information when they open their profiles. Customers should read the information carefully and do not rely on any information from other sources that are not verified or authorized.

28.5 The Customer acknowledges that REALINVESTER, its subordinates, agents or individuals associated with REALINVESTER do not assume any commitments or warranties in relation to future losses or profits on the Customer's account.

28.6 The Customer understands that trading with Assets, CFDs and Differential Bets is very risky, that many people lose money in these transactions and all of them, including those carried out on the basis of a system, course, program, research or recommendations of a marketing partner, merchant or other third parties entail substantial losses risks. Furthermore, the Customer acknowledges, accepts and understands that the use of a system, course, program, research or recommendations of a marketing partner, sales agent or other third party will not necessarily result in earning profits or avoiding or limiting losses risks.

28.7 Since the risk factor is high in Assets, CFDs and Differential Bets, if the Client does not have additional capital to bear losses, he should carefully consider the convenience of participating in these investments.

28.8 The Customer understands and acknowledges that REALINVESTER may compensate the marketing partner for deriving a Customer REALINVESTER and that such compensation may be based on the transactions carried out or on another basis. Moreover, the Customer has the right to be informed about the precise nature of such compensation.

28.9 The Customer acknowledges that an affiliate may, in some circumstances, also be a merchant commissioner. The Customer understands that, by resorting to a merchant commissioner, he may incur a surcharge, above and beyond the ordinary differential that REALINVESTER generally offers.

28.10 REALINVESTER shall in no way be held liable for any losses of the Customer resulting from the User's use of the information or advice provided by a third party, including a Commercial Commissioner or a Marketing Partner.

## **COMMERCIAL AGENTS**

29.1 You acknowledge that if you choose to grant authority of agent or control over your account to a third party ("commercial agent"), on a discretionary or non-discretionary basis, you will do so at your own risk.

29.2 The Customer acknowledges that REALINVESTER, its subsidiaries, marketing partners or agents will not be responsible for the review of the Customer's choice of such merchant, nor for the measures it takes or for the recommendations it makes.

29.3 The Customer acknowledges and understands that:

- (i) REALINVESTER does not guarantee or undertake any commitments on any merchant agent;
- (ii) REALINVESTER, its subsidiaries, marketing partners or agents will not be held responsible for any losses incurred to the Customer as a result of the merchant's actions; and
- (iii) REALINVESTER do not endorse or endorse, implicitly or in any other way, the operating methods of the Merchant agent.

29.4 If the Client decides to grant authority or control over the operations of the Client's account to a trading agent, the Client agrees to grant a notarial authority ("NA") to the trading



agent to allow it to do so, and to deliver the testimony of the public instrument containing the NA to REALINVESTER.

29.5 The Customer acknowledges that, upon receipt of the NA, REALINVESTER is authorized to follow the instructions of the merchant in all respects until the Customer notifies in writing to REALINVESTER that the AN is revoked or has expired.

The Client authorizes REALINVESTER to debit the Client's account in accordance with the terms agreed between the Client and the merchant, which will be established in the AN.

29.6 Client acknowledges that the merchant agent and many third party providers of systems, courses, programs, research or recommendations for goods and services covered by this Agreement may not be regulated by a governmental agency. It shall be the Client's responsibility to perform the necessary due diligence on the merchant agent prior to engaging any of its services and to satisfy itself as to its competence and/or suitability for its needs.

29.7 The Customer acknowledges that he or the trader may choose to use an automated trading system. The Customer acknowledges that REALINVESTER assumes no responsibility for such system. The Customer is aware of the trading volume and the resulting commissions that such systems may generate, as well as the repercussions that this could have on account performance. The Customer accepts the risks associated with the use of computers and data feed systems, which may include, inter alia, malfunction of the hardware, software or lines or communications systems and/or inaccurate external data feed provided by third parties, and the Customer also agrees to disclaim REALINVESTER from any liability for loss of account suffered as a result of such risks. The Customer acknowledges that neither REALINVESTER nor any of its managers, advisers, suppliers, employees, agents, associates or the staff of REALINVESTER will be held responsible for such failures or errors.

29.8 The Customer acknowledges that all decisions or actions taken by the merchant on behalf of the Customer will be deemed to have been taken by him, and that any loss or gain arising from the measures of the Merchant will be borne by the Client. 29.9 The Client agrees to indemnify and protect REALINVESTER against any liability, loss, damage, cost and expenses, including attorney fees, arising, directly or indirectly, from the management of the account by the Mercer, including, but not limited to, any instructions, actions or omissions on the part of the mercer.

29.10 As the risk factor in asset, commodity, futures, CFDs and differential bets is high, the Client acknowledges that he or she should carefully consider the convenience of trading through REALINVESTER, whether through a trading agent or otherwise, if the trader does not have capital to afford.

## **DISCLOSURE OF CUSTOMER INFORMATION**

30.1 REALINVESTER will not share or sell information about customers or prospective customers, except to its employees, agents, partners and associates who require it in the normal course of their activities, including, but not limited to, the credit solvency or banking relations of REALINVESTER or other persons disclosed in the Privacy Statement.

30.2 REALINVESTER may also disclose to national or regional agencies as well as law enforcement agencies information relating to the Client and its transactions in response to a request for such information or a court order or summons.

30.3 REALINVESTOR may share or sell statistical data without revealing the identity of the Customer.

## **RESCISSION**

31.1 This Agreement shall remain in force until termination, and may be terminated by the Customer at any time by written notice of three days in advance (notification may be sent by email) when the Client does not retain positions in Assets, CFDs and Differential Bets, nor liabilities or liability to REALINVESTOR, on the date of effective receipt of the notification at the headquarters of REALINVESTOR or when the Customers receive the transmission of the termination notice, provided that such termination does not affect any previous transaction already executed, or exempts any party from any obligations already assumed under this Agreements, nor exempts the Customer from any liability arising from a deficit balance.

31.2 Sections 13, 16, 18, 23, 29 and 40 shall survive the termination of this Agreement for whatever reasons.

## **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

32.1 All copyrights, trademarks and trade secrets and other property and intellectual property rights on the REALINVESTOR website in its entirety, its contents and related materials ("REALINVESTOR IP") shall remain at all times the exclusive property of REALINVESTOR and its licensees and, in the case of third-party materials available on the REALINVESTOR website, shall continue to belong to such third parties. Customers shall have no rights or interests in the IP of REALINVESTOR, except for the rights of access and use of the IP as specified herein.

32.2 The Customer acknowledges that the IP of REALINVESTOR is confidential and has been developed through substantial investments of skills, time, effort and money.

32.3 The Customer shall protect the confidentiality of the IP of REALINVESTOR and shall not allow access to the website to third parties.

32.4 The Customer shall not publish, distribute or make available to third parties information derived from, or related to, the IP of REALINVESTOR.

32.5 The Customer shall not copy, modify, decompile, reverse engineer or develop works derived from the IP of REALINVESTOR or its operation.

32.6 If the Customer has comments about the services of REALINVESTOR or ideas on how to improve them, he/she is invited to contact REALINVESTOR. By doing so, the Customer grants REALINVESTOR a perpetual, reward-free, irrevocable, transferable and sublicensable license to use and incorporate Customer's ideas or comments into the REALINVESTOR services, as well as to exploit Customer's ideas and comments, in all cases, without payment of any compensation.

## **RECORDINGS**

33.1 The Customer agrees and acknowledges that all conversations relating to the Customer's account(s) between the Client and the REALINVESTOR staff may be recorded electronically with or without the use of an automatic device alarm tone.

33.2 You also agree to the use by REALINVESTOR, its subsidiaries, marketing partners and agents of any recordings and transcripts deemed appropriate in connection with any disputes or legal proceedings that may arise.

33.3 The Customer understands that REALINVESTER destroys such recordings at periodic intervals, in accordance with the commercial procedures established by REALINVESTER and therefore authorizes such destruction.

## **LEGAL RESTRICTIONS**

34.1 Without limiting the generality of the foregoing, you understand that financial contract laws may vary worldwide, and that it is your sole obligation to ensure full compliance with any laws, regulations or directives relevant to your country of residence with regard to your use of the website.

34.2 To dispel any doubts, the ability to access the REALINVESTER website does not necessarily mean that the services and/or activities performed by the Customer through it are legal in accordance with the relevant laws, regulations or directives of the country of residence of the Client.

34.3 This website does not constitute an offer or proposal (and may not be used for such purpose) to persons in those jurisdictions in which such offer or suggestion is not authorized, or to any person to whom it is illegal to submit it.

34.4 Access to this website and the offer of financial contracts through this site may be restricted in some jurisdictions and, therefore, users accessing the site should be informed and observe such restrictions.

## **DECLARATION**

35.1 By accepting this Agreement, the Customer declares that the remedies submitted to your REALINVESTER account do not come from drug trafficking, kidnapping or any other criminal activity, money laundering or terrorist financing.

## **RECOGNITION OF TAXES**

36.1 The Customer is aware, understands and agrees that, in general, REALINVESTER does not calculate, retain or aggregate taxes for any entity in any way or in any form.

36.2 Without limiting the foregoing, it will be the sole obligation of the Customer to calculate and pay all taxes due in his country of residence, or arising as a result of the Client's transactions for the use of the services of REALINVESTER.

36.3 Without prejudice to the Customer's sole and absolute responsibility for the payment of taxes, Customer agrees that REALINVESTER may deduct taxes by legal imperative, although not obliged to do so, from the results of its activity at REALINVESTER.

36.4 The Customer acknowledges that the amounts that may be withdrawn by the Customer from his or her account are "gross sums", from which REALINVESTER may deduct such taxes, and that the Client will have no claims to REALINVESTER in respect of such deductions.

## **ACCOUNT PROCEDURES – IDENTIFICATION**

37.1 The Customer acknowledges that the applicable laws governing the activities part of this Agreement, give the explicit authorization for financial institutions to obtain, verify and record data that identifies the person opening an account.

37.2 The Customer further acknowledges that REALINVESTER is making efforts to prevent fraud and confirm the Customer's identity; this is based on the process of integrating a unique Customer identification file as detailed in this Agreement.

37.3 Therefore, after opening the transaction account, the Customer shall provide to REALINVESTER as soon as possible certain identification data and documentation as requested, including, but not limited to, an identification document, a copy of any invoice for public or private services (i.e., telephone bill, water service, electricity), bank account status, and copies of both sides of the Client's credit card (in case the deposit of funds is made through a credit card).

37.4 The Customer acknowledges that he has provided faithful, accurate, up-to-date and complete information during the registration process, that he/she has not usurped the identity of any natural or legal person, has not misrepresented his/her affiliation with another person, entity or association using false headings, or has not hidden his or her identity from REALINVESTER.

## **DEPOSIT AND WITHDRAWAL PROCEDURES**

38.1 Furthermore, the Customer acknowledges and accepts the REALINVESTER procedures for the deposit and withdrawal of funds in the following accounts:

(i) Withdrawal orders: The provision of the documentation that may be required at any time by anti-money-laundering regulations, credit card companies and REALINVESTER is a mandatory requirement prior to the execution of a withdrawal order.

(ii) The Client acknowledges that withdrawals of funds may take longer than expected for a number of reasons, some of which are under the control of REALINVESTER and others are not.

(iii) Credit card deposits may, in accordance with the credit card regulations, be returned to the same credit card when a withdrawal is made. A withdrawal to a bank account if the initial deposits were made by credit card will be executed to the credit card or bank account, at the discretion of REALINVESTER. Withdrawals to the bank account may take longer due to additional security procedures.

(iv) Credit Card Deposit Variation: When a currency other than the USD is chosen as the account currency, the Customer's credit card may be charged for amounts that, due to exchange rates and credit card companies' fees, may vary slightly from the initial amount deposited by Customer in the account's base currency. The Customer agrees that such variations may occur, and hereby acknowledges that he will not object to them or intend to charge such difference.

(v) When deposited by bank transfer, in compliance with the requirements of anti-money-laundering regulations, the Customer must use a bank account located in his country of residence and in his name. Any withdrawal of funds from the Customer's account at REALINVESTER to a bank account may only be paid to the same bank account from which the funds were originally deposited.

(vi) Alternative payment methods (Internet payment services, money transfer services, etc.): when funds are deposited using a method other than credit cards and/or banks, the Customer agrees to be bound by the regulations and regulations of such service, including, inter alia, fees and other restrictions. REALINVESTER, at its sole discretion, may withdraw funds through a channel other than the one used for the original deposit, in accordance with the anti-money-laundering regulations.

## **ACCOUNT STATES**

39.1 The Customer hereby agrees to receive the accounts and confirmations of online transactions.

39.2 REALINVESTER will allow the customer password-protected access to online reports.

39.3 The Client may generate daily, monthly and annual accounts with detailed data on transaction activities, income accounts, open positions, margin balances, payments and debits on account, etc.

39.4 Printed copies of the Customer's monthly statements are only available upon request, and may incur additional charges.

39.5 Statements shall be deemed received when REALINVESTER makes them available to the Client, regardless of whether the Client has accessed them or not.

39.6 The Customer shall be responsible for notifying REALINVESTER of any change in his/her email address.

39.7 This consent will remain in force until the Customer revokes it in writing and REALINVESTER receives it in accordance with Section 15 of this Customer Agreement.

## **E-SIGNING CONSENT**

40.1 By signing this REALINVESTER Account Agreement and other related documentation electronically, the Customer acknowledges the receipt of the Client's Account Letter, the Client Agreements and other documents contained as part of the REALINVESTER Electronic Account Package, and the Client agrees to be bound by its terms and conditions.

40.2 In addition to signing the REALINVESTER Customer Agreement and related documents, the Customer agrees that REALINVESTER will maintain and receive electronic records of the Customers' transactions and accounts.

## **CONSENT FOR EXECUTION OF ORDERS OUT OF A REGULATED MARKET OR MTF**

41.1 The Customer hereby acknowledges and agrees that REALINVESTER in compliance with the mandate granted by the Customer in this Agreement in favor of REALINVESTER, executes orders in OTC markets and multilateral trading systems (MTFs).

## **DISPENSION AND AMENDMENT**

42.1 You understand, acknowledge and agree that REALINVESTER may revise or amend this Agreement at any time.

42.2 REALINVESTER shall notify the Customer of the amendment or change by posting it on the REALINVESTER website or by sending an e-mail at least 7 days before the entry into force of such amendments.

42.3 The Customer agrees to be bound by the terms of such amendment or change from that date onwards.

42.4 If the Client objects to such change or reform, he or she agrees to liquidate his or her open positions and communicate to REALINVESTER instructions relating to disposal of all assets in the Client's account within ten (10) business days following the notice of reform or change posted on the REALINVESTER website or notified to the Client.

42.5 No derogation or amendment to this Agreement shall be derived from negotiations between the parties or from the omission of REALINVESTER or its agents to enforce the rights granted to it by this Agreement at any time or series of occasions.

42.6 Oral agreements or instructions to the contrary shall not be recognised or valid.

43.1 This Agreement, together with all references to the REALINVESTER policies and procedures cited herein, and the Risk Disclosure Statement, the Terms and Conditions of Operations and the Privacy Statement constitute the entire agreement between REALINVESTER and the Customer, replacing each and every previous oral and written agreement.

#### **CESSION**

44.1 The Customer shall not assign or transfer to a third party any of the rights and obligations pursuant to this Agreement without the prior written authorization of REALINVESTER. Any attempt of transfer or assignment that violates this clause shall be void and void. REALINVESTER may freely assign this Agreement.

45.1 This Agreement, the respective rights and obligations of the parties and all legal or administrative actions or proceedings arising, directly or indirectly, from this document or in connection with the transactions provided herein, shall be governed, interpreted and implemented in all its aspects in accordance with the laws of Mexico. REALINVESTER and the Customer are irrevocably subject to the exclusive jurisdiction of the Mexican courts.

#### **BINDING EFFECT**

46.1 This Agreement shall be continuous and shall cover, individually and collectively, all Customer accounts at REALINVESTER opened or reopened at any time, irrespective of any changes in staff of REALINVESTER, its successors, assignees, subsidiaries, marketing partners or agents.

46.2 This Agreement, including all authorizations, shall be in favor of REALINVESTER and its subsidiaries, marketing partners, agents, successors and assignees, whether by merger, consolidation or otherwise, and shall bind the Customer and/or its assets, trusts, trustees, bidders, legal managers, assignees and successors.

46.3 The Customer hereby ratifies all acts with REALINVESTER carried out prior to the date of this Agreement, and agrees that the Customer's rights and obligations in respect thereof shall be governed by the terms and conditions of this agreement.

**THE CLIENT ACKNOWLEDGES THAT THEY HAVE RECEIVED, READ AND UNDERSTOOD THIS AGREEMENT, AND AGREE TO BE GOVERNED BY ALL OF ITS TERMS AND CONDITIONS.**