

## GENERAL TERMS AND CONDITIONS - AGREEMENT

LU / GTC / ALLPROD / EN / 09.08.2019

### 1 IN GENERAL

#### 1.1 Agreement and account

This agreement which can be modified in accordance with Article 1.10, contains important information about your CFD-Forex and/or Futures account and/or your Interactive Brokers (U.K.) Limited account opened with or via WH Selfinvest S.A. ("WH"), 5 rue Thomas Edison, L 1445 Strassen, G.D. Luxembourg. This agreement contains all terms and conditions the client ("the client" or "you") agree to by signing the General Terms and Conditions - Agreement, the Account application and the Risk notice. WH is licensed as a Broker (lic.nr.42798), Commissionnaire (lic.nr. 36399) and Portfolio manager (lic.nr. 1806).

WH is subject to the supervision of the Commission de Surveillance du Secteur Financier, 283 route d'Arion, L 1150 Luxembourg, G.D. Luxembourg.

For CFD-Forex clients, WH has appointed Banque Internationale à Luxembourg S.A., 69 route d'Esch, L 2953 Luxembourg and ING Luxembourg S.A., 26, Place de la Gare, L 1616 Luxembourg as depository banks for the omnibus accounts on which are kept WH's client money. All these financial institutions are members of their relevant asset guarantee and compensation schemes. In addition WH has appointed Gain Capital UK Ltd. (Gain), Canary Wharf, Park House, 16 Finsbury Circus, London EC2M 7EB, United Kingdom, as service provider in relation to CFD-Forex trading activities. Upon the client's instructions, WH will conclude trades on client's behalf but in WH's own name.

For Futures clients, WH has appointed Banque Internationale à Luxembourg S.A., 69 Route d'Esch, L 2953 Luxembourg and ING Luxembourg S.A., 26, Place de la Gare, L 1616 Luxembourg as depository banks for the omnibus accounts where WH's client money is received. In addition WH has appointed ED&F Man Capital Markets Ltd, 3 London Bridge Street, London SE1 9SG, United Kingdom as executing brokers. ED&F Man Capital Markets Ltd has designated J.P. Morgan Chase Bank, N.A., London, 25 Bank Street, Canary Wharf, London E14 5JP, United Kingdom as depository bank of WH's omnibus accounts on which WH's client money is kept. As a consequence your money, unless when in transfer from or to your futures accounts, will be deposited with J.P. Morgan Chase Bank, N.A. London. All these financial institutions are members of their relevant asset guarantee and compensation schemes.

Upon approval of your account application WH will act as your broker-dealer for the purpose of transacting as per your instructions buy and sell orders related to financial instruments.

For Interactive Brokers (U.K.) Limited ("IB"), Level 20 Heron Tower, 110 Bishopsgate, London EC2N 4AY, United Kingdom, accounts, the service provided by WH is limited to introducing you to IB. WH will facilitate the opening of a fully disclosed account with IB in your name and at your risk.

WH does not provide investment advice, tax or legal advice regarding the suitability or profitability of a specific financial instrument or investment type. If you require advice regarding your investments you should contact a qualified professional. All information provided by WH is provided in good faith and on a best efforts basis. The information provided is solely for your personal use and cannot be shared with third parties. You should always verify the information as to its accuracy. WH, its officers, employees, agents or affiliates cannot be held responsible for any investment decision you have made based on the information provided. WH has no responsibility to warn you in case your account is losing excessive amounts of money.

Clients can obtain further information regarding the general terms and conditions upon request.

#### 1.2 Client diligence

Before placing an order on a trading platform or via telephone you confirm

- (a) you have a good working knowledge of all rules, regulations and customs related to the financial markets;
- (b) you have a good knowledge of active trading techniques;
- (c) you will have thoroughly read all manuals, guides and documents supplied by WH on its websites -including but not limited to the trading rules, the privacy policy, the conflict of interests policy, the best execution policy, inducements and the

account statement guide- and you will without delay read all new versions when they become available;

(d) you will have familiarized yourself thoroughly with all features and functionalities of the trading platform of your choice;

(e) you understand and know how to use and combine at least the most commonly used order types (market, limit and stop orders);

(f) you are familiar with and understand all contract parameters such as contract size, required margin, tick size, tick value, point value, spread, trading hours, maturity date etc.;

(g) you can read and interpret correctly all information provided on your account statement;

(h) you have at your disposal hardware, software and connectivity which meets or exceeds the minimum requirements as specified by WH;

(i) you have a good working knowledge of using leverage and investing on margin.

You understand and accept that all manuals, guides, disclosure documents, risk notices and exchanges rules might not be available in your mother tongue. Should this be an issue you confirm you will first seek clarity on all items which are not clear to you by contacting the WH support desk before placing any order.

You understand that third parties such as independent contractors, analysts, other clients and educators who provide advice and suggestions do not and are not permitted to speak or act on behalf of WH. If you decide to act upon advice or suggestions provided by these third parties you cannot hold WH liable for any type of loss you may incur.

#### 1.3 Etiquette

The WH support desk will handle all client requests with the necessary urgency and the appropriate level of attention. Our support desk staff is knowledgeable, polite and always professional in their client interactions.

WH expects the client to maintain the same level of politeness and professionalism in all his interactions with WH. All forms of communication (telephone, fax, e-mail, etc) which do not meet the above standard will NOT be treated by our staff. This includes, but is not limited to, communications containing racist remarks, sexist remarks, insulting remarks, obscene language, impolite language, inappropriate sarcasm and all other forms of double entendre, as well as content which is clearly not in good faith.

#### 1.4 Client responsibility regarding certain instruments

Certain financial instruments may grant the holder rights that may expire unless the holder takes action usually within certain deadlines. These financial instruments, include but are not limited to options, futures and derivatives whose underlying asset is subject to a maturity date, tender or swap offer. You acknowledge that you are responsible for knowing the rights and terms of all financial instruments held in your account. WH is not obligated to notify you of any upcoming expiration, exercise or redemption dates, or to take any action on your behalf without having received a specific instruction from you except as required by law. If you hold financial instruments in your account that are callable in part by means of a lottery system, you agree to participate in an impartial lottery allocation of the called financial instruments, according to the rules and customs of the applicable exchange or market.

#### 1.5 Client's estate

You agree that this agreement and all the terms and conditions contained within will be binding to your heirs, executors, administrators or personal representatives.

#### 1.6 Assignment

You acknowledge that this agreement shall inure to the benefit of WH and its successors and assigns. WH may assign their rights and duties under this agreement to any subsidiary or affiliate or to any other entity upon prior written notice to you.

#### 1.7 Joint account holders

If there is more than one account holder, each account holder is jointly and severally liable for all obligations arising out of this agreement. Each joint account holder, acting alone and without notice to any other account holder, has the authority to deal with WH fully and without limitations. WH will execute the instructions of any joint account holder and will not be responsible for determining the purpose or propriety of any

instruction received from any joint account holder. The sole exception being outgoing transfers. In this case WH will require all account holders to sign the transfer instruction. In all cases WH reserves the right to require written instructions from the other joint account holders.

Any notice sent to one account holder shall be deemed to be sent to all account holders.

In case of an asset seizure by a claiming third party, WH will assume, unless previously specified on the relevant form; that each account holder owns an equal share of the account's total equity.

#### 1.8 Entire agreement and severability

This agreement contains the general terms and conditions governing the relationship between you and WH. If any provision of this agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order, or judicial decision, that determination shall not affect the validity of the remaining provisions of this agreement.

#### 1.9 Modifications

The articles of this agreement, the risk notice, the trading rules, the rates structure as well as other relevant information or documents can be modified by WH. Any changes will be notified to the client via the WH website or another communication channel. The latest versions of these documents are permanently at your disposal on the WH website and upon request. Unless specified otherwise all changes will be deemed effective immediately after publication. All changes will be binding to the client unless the client objects in writing within ten days after publication. If the client uses any services, and in particular enters any orders, before or after or without objecting in writing it will be considered an irrevocable acceptance by the client of all the changes.

All costs for services provided will be debited from the client's account. Additional costs can be passed on to the client should the client have a special request or should WH incur extraordinary costs servicing an account. You agree to always familiarize yourself with the relevant rate structure before using any service. The rate applied to each service used will be the rate in vigor the day the service was used.

Credit balances do not benefit from an interest unless stated otherwise. Credit balances can be charged an interest in the case of negative interest rates. Debit balances can be charged an interest. Interest rates are based on market interest rates plus or minus a percentage. Market interest rates evolve continuously. The precise interest rate is available via the electronic service or upon request.

#### 1.10 Agreement subject to approval

This agreement will be effective only upon WH's approval of your account application. We reserve the right to reject an account application without having to provide a reason.

#### 1.11 Termination

Both parties reserve the right to terminate the agreement in writing at any time for any reason. Termination of the agreement does not absolve either party from unsettled orders or other open items. Upon termination, the client remains liable for any debit balances or deficiencies in his account. The client will reimburse WH for the cost of collection of any debit balance or deficiency in connection with any of his accounts, including reasonable lawyer's fees and judicial costs.

In case WH does not receive clear instructions within a reasonable amount of time after termination of the agreement, WH will determine the means by which remaining credit balances will be returned to the client. The return of any credit balance is at the client's sole risk.

#### 1.12 Governing law

This agreement as well as the rights and obligations emanating from it, will be governed by the laws of the Grand Duchy of Luxembourg. You irrevocably submit to the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg. WH retains the right to take legal action against any client in any country and before any court should WH deem it necessary to do so for its protection.

Clients which are not domiciled in an E.U. country elect by signing this agreement WH's registered office address as their official address of residence. All legal notifications, assignments and correspondence can be legally notified and deposited at this address. The client will be informed by

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registered letter of any such notification, assignation or correspondence.

### 1.13 Fiscal seat

The client recognizes that it is his responsibility to conform to all legislation in force in his location. Any tax liabilities or obligations resulting from the use of WH's products or services are borne solely by the client.

### 1.14 Complaints

A complaint must be detailed and can be submitted in writing by fax or letter to the attention of the WH directors. WH will confirm receipt of the complaint within ten business days and may ask you for any information which it deems necessary to formulate a response. You will receive a response within four weeks after the confirmation of receipt of your complaint, on the condition that you have provided all information requested by WH. In case you do not consider the answer received as satisfactory, you can introduce an out-of-court complaint resolution procedure at the C.S.S.F. the details of which can be found on [www.cssf.lu](http://www.cssf.lu).

### 1.15 Translations of General Terms and Conditions

This agreement called 'General Terms and Conditions - Agreement' is used as the basis for translations in other languages offered by WH. In case of different interpretations between a translation and this agreement, this agreement will be the overriding relevant legal document.

### 1.16 European Securities Markets Authority restrictions

Starting on 1st August 2018 the ESMA decision (EU) 2018/796 of 22 May 2018, to temporarily restrict contracts for differences, including forex, in the Union in accordance with Article 40 of Regulation (EU) No 600/2014 of the European Parliament and of the Council, enters into force. These restrictions override in whole or in part the relevant articles in these General Terms and Conditions - Agreement where applicable and only for the time the decision remains in force. The negative balance protection included in the restrictions is limited to normal operating conditions. Exceptions to normal operating conditions include, but are not limited to, all types of force majeure. In the case of fraud and deliberate attempts to exploit the negative balance protection, including but not limited to, taking reverse positions at other brokers, the negative balance protection does not apply.

## 2 ACCOUNT, SERVICES

### 2.1 Information provided by you

You guarantee that all the information you entered on your account application forms is accurate and that no one except you has any interest in the account.

You declare that the funds you will transfer to your account have been earned in a legal way and have been declared as required by all tax regulations to which you are subjected and that you will not use your account for money laundering purposes.

You declare that you do not hold American citizenship and that you are not income tax liable in the United States.

You agree to notify WH in writing within 30 days of any changes in the information you entered on your account application, including, but not limited to, name, address, e-mail address and telephone number. Corporate clients will in addition communicate within 30 days all changes in economic beneficiaries and all changes in the signatories list. Any losses resulting from a failure to communicate to WH in a timely fashion all changes to the information you provided are solely born by you.

You, at your own initiative, must provide WH with a new copy of your identity card or passport when the identity card or passport which WH has on file expires.

### 2.2 Data Processing

WH will store and process the information you provide in ways which are compliant with the EU General Data Protection Regulation. The data can or must be stored and processed and the lawful bases to do so are provided and defined as follows: clear consent for a specific purpose, meeting contractual obligations, meeting legal obligations, protecting vital interests, the performance of a task in the public interest and processing necessary for legitimate WH interests or the legitimate interests of a third party unless there is a good reason to protect the client's personal data which overrides those legitimate interests. Individuals have specific rights related to the processing of data. Your rights include the right

of access and the right to rectification. The WH privacy policy provides all details related to data processing and how you can exercise your rights.

You authorize and specifically instruct us to provide some personal details to relevant financial services companies such as depository banks, executing partners, exchanges upon their request. Examples are, proof of your status as a non-professional user of market data, allowing you to benefit from real-time market data at significantly reduced rates or reporting on open futures positions as per market transparency requirements. Whereas some of these parties are located in the EU and should therefore be GDPR compliant, others are located outside the EU and are therefore not always GDPR compliant. By executing orders on instruments which trade on non-EU exchanges or on instruments which have underlying values which trade on non-EU exchanges you authorize and specifically instruct us to provide upon request some personal details to EU and non-EU parties.

### 2.3 Fully disclosed IB account

You unconditionally authorize and mandate WH to open an account with IB in your name and at your risk thus authorizing and mandating WH as your representative to sign on your behalf all legal documents IB requires to enter into a legal relationship with you and set up an account. By doing so you declare your agreement with both these WH General Terms and Conditions as well as the IB customer agreement for WH customers. This agreement governs the relationship between you and IB and, in the case of conflict between documents, takes precedence over the WH general terms and conditions. You accept that IB can use the services of third parties in order to provide all or part of the services offered to you.

The services provided by WH to you in relation to your fully disclosed IB account are limited to providing general information related to instruments and their administration, organizing webinars and seminars and accepting and transmitting telephone orders in name and for the account of the client. WH does not provide any additional services.

WH does not control, supervise nor verify in any way the actions taken by IB or any third party it appoints to provide services to you. You unconditionally agree WH cannot be held liable for any actions taken and errors and mistakes made by IB or its appointed third parties. WH cannot and does not verify if IB operates in accordance with all applicable laws, rules and regulations.

### 2.4 Specimen of the client signature

The client's signature on the ID document provided will be used by WH as specimen. WH may rely solely on this specimen. This is true for private accounts, corporate accounts as well as all other legal entities, irrespective of any subsequent changes recorded by the companies register or other official publications to this effect. The corporate client must inform WH of all changes to the list of signatories of the account and must supply the relevant documentation to this effect. WH shall not be liable for fraudulent use of the client's signature whether such signature be authentic or forged. In case WH does not identify fraudulent use of the signature of the client, and executes instructions based on this signature, WH shall, except in the case of gross negligence, have no obligation whatsoever to refund assets or make good any losses resulting from executing the instruction.

### 2.5 Funding and withdrawal

As part of the fight against money laundering WH will only accept incoming transfers via the Banque Internationale à Luxembourg S.A. or ING Luxembourg S.A. and only if the accompanying instructions contain the beneficiary's name and/or WH account number. All transfers which do not contain this information or which contain incomplete or incorrect information will be systematically returned. Only transfers coming from an account in the client's name will be accepted. Transfers in favour of other or unknown beneficiaries will be rejected.

Regarding withdrawals, only transfers going to an account in the client's name will be accepted. No other means of withdrawal are possible besides a bank transfer.

You understand and agree (a) that WH is not responsible for any delays in inter-bank transfers, (b) that it is your responsibility to contact your bank for information regarding the status of your transfer should you not receive notification from WH of your transfer's arrival, and (c) that it is your obligation to carefully verify if your bank has included your name and/or

account number in the transfer communication. Inter-bank transfers in the same currency as the client's base currency will take a maximum of three working days before the funds are available for the placing of orders. Inter-bank transfers sent in a currency different to the client's base currency may incur an additional conversion time of maximum four working days.

In the case of a fully disclosed IB account funding and withdrawal is done directly between you and IB following IB's policies, procedures and requirements.

### 2.6 Services provided

The WH website details all products and services WH offers. These products and services can be cancelled, replaced or modified on occasion and possibly without prior notification to the client. Notification can be done via several channels, including but not limited to, an update of the WH web site.

### 2.7 Communication

All communications will be sent to the (electronic) address the client provided on the account application or will be inserted in the trading platform. All communications sent to the client be it by letter, courier, electronically, by fax or via any other channel shall be considered delivered to the client personally, irrespective of the fact if the communication was actually received or not.

Telephone conversations between the client and WH may be recorded. You agree to these recordings and understand that these recordings may be used as evidence. These recordings are the sole property of WH and will be erased after a reasonable amount of time has elapsed.

The client can communicate with WH in French, Dutch, German and English by e-mail, fax, letter or telephone.

WH shall not be deemed to have received any instruction or communication before the relevant department within WH has actual knowledge of the instruction or communication.

### 2.8 Reporting

Unless agreed otherwise, WH will not send any paper account statements or order confirmations by post.

All reporting, including account history, account status, order confirmations and user logs, is available in great detail and in real-time via the trading platform.

In the case of futures accounts WH will e-mail each morning an account statement detailing commissions, orders, positions and balances at the close of the last trading day. The client agrees to systematically verify all information contained in the account statement. If the client believes that the statement does not accurately record all orders and positions the client should immediately contact WH by telephone or e-mail. If the client does not raise a query within 24 hours, the information shall be deemed correct.

### 2.9 Subscriptions

Subscriptions, where applicable, will be debited directly from the client's account. Subscriptions are due on a monthly basis at the beginning of the month. A pro rata debit for part of the month is not possible.

The subscription is activated automatically as soon as the account is credited. The client who would like to activate his platform at a later time, e.g. beginning of next month, must communicate his instruction in writing (letter, fax, e-mail) to WH before the account is funded.

You can cancel or suspend your subscription at all times. Cancelling or suspending a subscription must be done in writing (letter, fax, or e-mail). The written instruction must reach WH before the 25<sup>th</sup> day of the calendar month. In case no such written instruction is received before the date specified a subscription will be automatically renewed every month for another month.

## 3 ORDERS, MARGIN

For the purposes of this agreement this section does not apply to fully disclosed IB accounts. Said accounts are governed by IB's customer agreement and relevant related policies and procedures.

### 3.1 Orders

Before an account can be activated for orders WH requires the account to be credited with the minimum deposit. For its own protection, WH may restrict the client's ability to withdraw funds from the account.

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In order to protect itself against credit risks WH might refuse, unilaterally and possibly without prior notification, to execute, wholly or partially, orders or instructions. Where any refusal is made WH shall normally explain the reasons to the client.

WH might refuse unilaterally and possibly without prior notification, to accept or to execute any orders which seem disruptive to the capital markets, unusual in size, type or credit risk, or which exceed authorized limits.

WH might place, unilaterally and possibly without prior notification, restrictions on your account. Such restrictions include but are not limited to changes in margin, limits, order size, position size and number of accounts.

You acknowledge that orders, and especially but not exclusively market orders, cannot always be cancelled because they are subject to immediate execution and the order may be executed before the request for cancellation is received and processed by WH, a partner or the exchange depending on circumstances. If an order can only be partially cancelled, the client is bound to the executed part of the order.

The order execution process happens in accordance to WH's best execution policy. The final steps in the process, executing and obtaining the order price, are performed by the relevant executor appointed by WH and according to this executor's best execution policy. By transmitting an order to WH, you acknowledge to have read, understood and accept WH's best execution policy which can be found on the WH website.

WH, a partner or an exchange shall not be deemed to have received an order from the client until such order appears on the client's trading platform bearing its unique order number.

All transactions are subject to the applicable rules, regulations, customs and usages of (a) the exchanges or markets on which they are directly or indirectly executed and (b) the clearing houses and self-regulating bodies which play a role in the transaction. All transactions are also subject to all applicable national and international laws, rules and regulations.

You accept to bear all losses from a possible misunderstanding as a result of not having supplied legible, comprehensible and unambiguous written order instructions.

You acknowledge that WH retains the right to refuse or to cancel, unilaterally and possibly without prior notification, orders for whatever reason. This right pertains to all orders, including but not limited to orders which have not yet been accepted and orders which have been accepted and tagged with their unique order number.

### 3.2 Margin

In order to open a margin position the client must have the required initial margin on his account. The initial margin varies from financial instrument to financial instrument and can be found in the product tables on the WH website. WH reserves the right to change, unilaterally and possibly without prior notification, the margin requirements. The client is immediately bound by all changes in margin requirements.

To maintain an open position the account balance must at all times be at least equal to the required margin. The balance of any other accounts you may own is not taken into account. WH reserves the right to liquidate positions, unilaterally and possibly without prior notification, at market prices in case (a) the account equity no longer meets the margin requirements as specified by law, WH, a partner or a depository bank, (b) the account risks to develop a negative balance, and (c) unforeseen technical problems prevent the execution of any organized program of risk management on the open positions. The decision to liquidate one or more positions at market price can never lead to any liability for WH in relation to ensuing losses, lost opportunities, or any other type of negative consequence, perceived or real.

Some investors believe that their broker must contact them before a margin call becomes valid and positions can be liquidated in the account. This is not the case. Most brokers will try to inform their clients but brokers are not obliged to do so. Even when your broker has contacted you with a specific date or time by which the margin call should be covered, the broker can still, dictated by market circumstances and at his own discretion, liquidate positions without prior notification.

The client cannot choose which positions will be liquidated to cover the margin call. This choice is made by the WH, a partner or a depository bank.

The reserved right to liquidate, unilaterally and possibly without prior notification, open positions in order to put an account back within the margin guidelines cannot be construed as an obligation by WH to do so. All liquidations are done at the prevailing market price and on a best efforts basis only. WH cannot and does not guarantee that liquidations can be done without creating a negative balance.

Financial instruments which function on the basis of leverage can lead to a negative balance on your account. You are legally bound to fully cover any negative balance on your account. Negative balances must be covered without exception within five working days.

### 3.3 Supervision

You agree to notify WH immediately should you notice, either on your account, your trading platform, your account statements or any other form of reporting, any item which seems to be out of the ordinary, irrespective if the item is in your favour or not. Such items include but are not limited to erroneous positions and erroneous, duplicated or missing orders.

You are obliged to personally verify all reporting and statements related to orders within 24 hours after having placed the order.

You are obliged to notify without delay WH of any communication which you are expecting but which you do not receive (e.g. order confirmation, account statement ...). You are obliged to notify WH of any other irregularities within 24 hours after having received the information. An account statement is considered as received as soon as it is made available to you. If you do not notify WH within 24 hours all reporting and statements are deemed as unconditionally accepted and agreed to by you. If you notify WH within the specified deadline and if WH is responsible for the discrepancy your account will be credited or debited for the total amount of the discrepancy.

Discrepancies will be corrected by WH. You agree you are not to place any order or intervene in any other way before having contacted the WH support desk and before having agreed a plan of action with a member of the support desk. If you intervene before or without agreeing upon a plan of action you are solely and totally responsible for all direct and indirect losses and damages.

In all cases where WH is considered liable our liability is limited to any direct loss which results from an error made by WH. Under no circumstances can WH be held liable for indirect damages, loss of revenue or reputational damage. WH will never compensate clients for not having been able to realize a profit or avoid a loss.

You authorize WH to correct, without prior notification or agreement, any discrepancies in your account, including, but not limited to, double bookings.

### 3.4 Lien and liquidation

Any and all liquidities, financial instruments and other forms of property held in any of your WH accounts, including accounts in which you have an interest, shall be subject to a general lien for discharge of all your indebtedness and other obligations to WH, however arising and without regard to whether or not you have made prior pledges with respect to these assets. The clearance of the pledged assets shall be governed by applicable laws. WH reserves the right to determine at WH's sole discretion, which financial instruments and other property are to be sold and/or purchased in enforcement of WH's lien.

Circumstances that may require the liquidation of an account include but are not limited to the failure of a client to pay commissions due, the failure to deliver securities in good form, the filing of a petition of bankruptcy by or against a client or, a client's death. The client is liable for all costs, commissions and losses arising from any action WH takes to liquidate positions and to cancel open orders.

## 4 ELECTRONIC SERVICES

### 4.1 Provision of electronic services

For the purposes of this agreement WH's electronic services are defined as any electronic or interactive product, trading platform or service offered by WH which allows WH clients to: (1) communicate via WH or an authorized third party service provider; (2) obtain information or quotes from WH or an authorized third party service provider; (3) send orders via WH

or an authorized third party service provider, and (4) view information in relation to services and accounts.

WH reserves the right to expand its electronic services with new features, to cancel or replace existing features and, if applicable, to replace one service with another one.

WH is under no obligation to provide training or assistance in relation to your use of WH's electronic services. Should WH agree, at its own discretion, to provide training or assistance, such training or assistance will be provided to you at your own risk. WH is not liable for any (in)direct losses resulting from (1) incorrect use of the trading platform or other electronic services, or (2) a lack of knowledge on the client's part as required by the article 'Client diligence' of these general terms and conditions.

You acknowledge that the internet might not be a safe medium of communication for transmitting confidential information. You also acknowledge that WH will not be liable for any delay in receiving or sending information via the electronic channels which you have elected to use. Such channels include but are not limited to your internet service provider.

Notwithstanding the significant efforts and resources invested by WH and its partners to guarantee the quality and continuity of its electronic services, it is possible that these services may become unavailable for a moment.

Substantial parts of the technological infrastructure supporting WH's electronic services are outside WH's control. Although WH strives to notify clients prior to any service becoming unavailable this cannot be guaranteed. You understand and agree that all usage of the electronic services is at your own risk and that you will not hold WH responsible for any type of loss.

You understand and accept that in the event of a service interruption occurring you may not be able to cancel an existing open order, you may not be able to ascertain if an order is executed and you may not be able to close an open position. When possible WH will post alert messages on the trading platform and it is the obligation of the client to pay attention to these alert messages.

WH will try to establish, on a best efforts basis, the status of each order by contacting the exchange or other relevant parties. Clients holding open positions can contact the WH support desk via telephone or e-mail. Clients who do not hold positions wait until the electronic service is available again.

You acknowledge being an active investor. As such you are able to remain cool and in control should an electronic service suddenly become unavailable.

### 4.2 Passwords and security

You declare being the only authorized user of the electronic services related to your account. You are solely liable for the security and usage of your user information, including but not limited to userID, password and account number. Communicating your user information to a third party entails significant risks. You are not allowed to communicate your user information to a third party. You remain liable without limitation and without exception for all losses incurred on your account should you communicate your user information to a third party.

You are solely and fully responsible for all activity, including orders, related to the usage of your user information by yourself or a (non)-authorized third party. The sole exception is contained in article 4.6 of these general terms and conditions.

### 4.3 Market data and quotes

Price quotes and other market data you may be provided with are obtained from independent services WH believes are reliable. Nevertheless WH cannot guarantee the accuracy of these quotes and data. Hence WH is not liable for any losses or missed opportunities resulting from your use of the quotes and data provided.

For off-exchange traded financial instruments it is possible, due to market conditions, that the distance between the bid and ask price increases above the distance detailed in the product tables. Market conditions can also lead to the temporary unavailability of a bid and ask price.

You declare that all market data, quotes or other content provided by WH free or against payment is exclusively for your own use and cannot be distributed or published in whatever format to any third party.



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The exchanges providing you with real-time market prices distinguish between professional and non-professional users of their market prices. The criteria defining a non-professional user may differ slightly from exchange to exchange and can evolve. A non-professional user meets the following criteria:

- a) you are not a member of any exchange
- b) you have not as your primary business a purpose that involves trading
- c) you are not registered as a professional trader or investment adviser with any exchange, regulatory body or professional association
- d) you do not obtain market prices directly or indirectly on behalf of a financial institution
- e) you do not obtain market prices in order to manage the assets of any third party
- f) you obtain the market prices solely for a personal, non-commercial use in order to manage your own assets

If you are a professional user of real-time data or if you become one you must inform WHS in writing.

### 4.4 Extraordinary events

WH cannot be held liable for any losses, direct or indirect in nature, due to events beyond WH's control. Such events include but are not limited to government restrictions, court decisions, changes in market or exchange rules and regulations, war, riots, strikes, fire, floods, natural disasters, industrial disputes, power interruptions, market or exchange halts, extreme volatility, extreme volumes, theft (including internal), deletion or inaccuracy in the transmission or reporting of transactions or orders, interruption of communication lines, hardware failure, and problems, interruptions and bankruptcy at third parties such as exchanges, executors and depository banks. WH cannot be held liable for any full or partial loss of the deposited monies or instruments and the potential loss of revenues derived from them, due to whatever incident occurring at these executors and depositories.

### 4.5 Suspension or cancellation

You acknowledge that WH retains the right to suspend or cancel, unilaterally and possibly without prior notification, a client's access to the electronic services. WH will inform the client as soon as possible in writing (e-mail, fax or letter) of a

suspension or cancellation. Upon receipt of this notification the client will refrain from trying to use the electronic services. Usage of the electronic services can be resumed only after having received authorization in writing from WH.

The client using or trying to use the electronic services for any other purposes than the intended purposes will be subjected to legal action.

### 4.6 Notification of unauthorized use

You agree that as a condition of being approved to use the electronic services you will immediately notify WH in writing if (1) you have placed an order using the electronic services and you do not see your order on your trading platform; (2) you have an executed order and you do not see this trade on the next business day's account statement; (3) you can see on your account statement an order which you did not place or any similar conflicting report; (4) you become aware of any unauthorized use of your user information or any product or service put at your disposal. If you fail to notify WH within two hours in writing upon the occurrence of any of the above events, you agree that WH will not have any responsibility or liability to you or any other person whose claim may arise through you for any claims with the handling, mishandling or loss of an order. WH will not have any liability for losses, direct or indirect in nature.

### 4.7 Copyright and trademarks

All information in the broadest sense of the word such as texts, charts, downloadable files, forms, software, etc are subjected to copyright and belong to WH or third parties. The client does not acquire any rights to the information. Information can only be copied or distributed with prior written consent of WH or such third parties that may own the rights.

In the event that you download anything from WH's websites or download links, the downloaded content is temporarily licensed to you pursuant to these terms of use. WH does not transfer title of the content to you. You own the medium on which the downloaded content is recorded, but WH retains full and complete title to the content and all intellectual property rights therein. You may not redistribute, sell, de-compile, reverse engineer, disassemble, or otherwise reduce the content to a human-perceivable form.

The trademarks, logos and service marks displayed on WH's websites and materials and the trading platforms and materials are either owned by WH or are the property of other third parties. You are not permitted to use these trademarks, logos and service marks without the prior written consent of WH or such third parties that may own the rights.

### 4.8 Property of information you provide

Any communication or information related to the trading of financial instruments or the use of trading platforms which you transmit to WH on your own initiative by e-mail, forum or other channels, including but not limited to, any data, questions, comments, suggestions or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post becomes the property of WH or its affiliates and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting, without compensation to you.

### 4.9 Automated trading

The generation of automated orders through a programmable trading platform requires a complex technical infrastructure (PC stability, telecommunications ...) in which each component has to work perfectly. The majority of the components are outside the sphere of influence of WH. Therefore WH rejects any responsibility for problems which may arise from one or more badly functioning components, as far as they are outside of WH's influence.

It is strongly recommended that you check on a continuous basis the status of the orders you have placed or generate via automated trading.

### 4.10 Conditional orders

Trading platforms allow the placing of conditional orders. This means that it is possible to enter at the same time several orders with different criteria on a single financial instrument. An example being a bracket order. After an order is executed, the other order is deleted automatically. The client who places the limits and/or the stops of his conditional orders very close to each other must be aware of the possibility that more than one of the conditional orders may be executed. These orders are valid and will remain in the client's account, you understand and accept this possibility.

<p><b>Account holder</b></p>   <p><b>X</b> _____ / / _____ Signature Date</p>	<p><b>Joint account holder if applicable</b></p>   <p><b>X</b> _____ / / _____ Signature Date</p>
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