

TRIVE Financial Services Malta Limited
Terms of Business
Securities Service Agreement

2023

1. GENERAL

- 1.1** These Terms of Business (the “**Terms**”) together with the completed and signed client account opening form (the “**Account Opening Form**”), the knowledge and experience, and risk tolerance assessment (the “**MiFID Questionnaire**”) provided to the Client under separate cover, are collectively with the Terms referred to as the “**Agreement**”, and have been provided to the Client following a request made by the Client (as such term is defined in clause 1.2 below) for the provision by the Company (as such term is defined in clause 1.2 below) of the Service (as such term is defined in clause 1.5 below).
- 1.2** The Agreement governs the legal relationship between you (the “**Client**” or the “**Clients**”) and TRIVE Financial Services Malta Limited (the “**Company**” or “**TRIVE**”) in respect of the Service (as such term is defined in clause 1.5 below) TRIVE provides to the Client.
- 1.3** The Client should read these Terms, and any document referred to herein very carefully. If there is anything that the Client does not understand the Client should discuss this matter with his / her contact within TRIVE and seek the necessary clarification.
- 1.4** The Terms cover the provision by TRIVE of the investment service of the reception and transmission of orders, i.e. the reception from the Client of an order to buy, sell or subscribe for financial instruments (the “**Instruments**”) listed in the Second Schedule to the Investment Services Act (Chapter 370, Laws of Malta) (the “**ISA**”), and the transmission of that order by TRIVE to a third party for execution (the “**Service**”). In terms of the First Schedule to the ISA, the Service is specific to the ‘Reception and Transmission of Orders in relation to one or more instruments.
- 1.5** The Terms contain important information regarding the way in which TRIVE will provide the Service to the Client and the Client’s legal position.
- 1.6** TRIVE will provide the Client with a copy of these Terms and the most recent MiFID Questionnaire upon request.

This Agreement should be kept for the duration of the relationship between the Client and TRIVE.

2. REGULATION

- 2.1** TRIVE is authorised by the Malta Financial Services Authority (the “**MFSA**”). A copy of TRIVE’s licence is available upon request. Further detail on TRIVE’s authorisations is available on the following website: <https://www.mfsa.mt/financial-services-register/>.
- 2.2** Amongst other matters, TRIVE is also authorised to provide the investment service of the execution of orders on behalf of Clients in relation to all Instruments, with the exception of emission allowances consisting of any units recognised for compliance with the requirements of Directive 2003/87/EC (Emissions Trading Scheme). TRIVE undertakes its investment services business in accordance with its licence.
- 2.3** TRIVE will provide the Services in accordance with applicable laws, regulations, by-laws, licence conditions, guidelines, exchange requirements, customs, usages and other provisions or market practices (the “**Rules**”) to which TRIVE may be subject from time to time.
- 2.4** If any conflict arises between this Agreement and the Rules, the latter shall prevail.
- 2.5** TRIVE may provide other services to Clients which are not regulated and do not require a licence by the MFSA.

3. CLIENT CATEGORISATION

- 3.1 The client classification is set out in the Account Opening Form which has been provided to the Client separately. The Client acknowledges and agrees with the client classification and the fact that the Service will be offered on that basis.
- 3.2 The Client agrees to inform TRIVE immediately in writing of any material changes in the information provided to TRIVE which may affect Client categorisation.
- 3.3 The Client acknowledges that TRIVE will undertake the appropriateness assessment in accordance with the applicable regulatory requirements and, in particular, where TRIVE is providing the Service to a professional client (as defined under the Rules) (a “**Professional Client**”), TRIVE is entitled to assume that the Client has the necessary experience and knowledge in order to understand the risks relating to the Service and the Instruments.

4. SERVICES

Reception and Transmission of Orders

- 4.1 TRIVE may provide the Service to its Client in accordance with the contents as disclosed in the Order Execution Policy, available can be found at: www.trive.com/legal-documents.
- 4.2 TRIVE shall provide the Service to its Clients following an assessment as to whether the product or Service is appropriate to the Client.
- 4.3 The Client acknowledges and agrees that where the Client has been classified as a Professional Client, TRIVE is not obliged to undertake an appropriateness assessment given that it is entitled to assume that the Client has the knowledge and experience to understand the nature and risks of the Service and the nature and risks of the Instruments in which TRIVE is dealing for and on behalf of the Client.
- 4.4 TRIVE shall, as part of providing the Service, receive orders from the Client and transmit the orders to a third party for execution without giving any investment advice as to the suitability of that investment. TRIVE shall be under no duty to monitor, review or advise the Client on any investment or divestment made. TRIVE shall, however, keep records of the transactions made and inform the Client in accordance with the Rules on the transaction executed on the Client’s behalf.

5. FEES AND CHARGES

- 5.1 The Client agrees to pay TRIVE its applicable commissions and other fees (including, without limitation to the generality of the aforesaid, any performance and / or incentive fees) due in respect of the provision by TRIVE of the Service in accordance with the schedule of commissions and fees as may be applicable from time to time.
- 5.2 TRIVE undertakes that information on all commissions and other fees payable to TRIVE shall be provided to the Client in a durable medium. Where the amount cannot be ascertained, the method of calculating that amount will be clearly disclosed prior to providing the Service.
- 5.3 The Client hereby consents to viewing TRIVE’s applicable commissions and other fees as outlined in Clause 5.1 on TRIVE’s website, which may be accessible on

www.trive.com/invest/pricing.

- 5.4** TRIVE shall ensure that the information available on the website's URL as indicated in Clause 5.3 above is updated in good time.
- 5.5** TRIVE shall, in so far as practicable, notify the Client of any proposed changes in commissions and other fees in good time.
- 5.6** The Client also agrees to pay TRIVE, on demand, in addition to its commissions and/or fees, any duty, value added or other tax whatsoever arising in respect of the provision of the Service. TRIVE shall not be required to give the Client prior notice of the imposition of, or variation in, any duty, value added or other tax arising in respect of the provision of the Service.
- 5.7** The Client shall indemnify the Company in respect of any stamp duty or other taxes, which may be payable now or in the future, in connection with any aspect of any transaction undertaken for and on behalf of the Client.

6. BEST EXECUTION POLICY

- 6.1** Subject to any specific instructions which may be given by the Client, when providing the Service, TRIVE will take all sufficient steps to obtain the best possible result for its Client taking into account the best execution factors of price, costs, speed, the likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.
- 6.2** The Client is hereby informed and acknowledges that any specific instructions from the Client may prevent the Company from taking the steps that it has designed and implemented in its execution policy to obtain the best possible result for the execution of those orders in respect of the elements covered by those instructions.
- 6.3** The Client acknowledges and agrees that, subject to the Rules and the terms of TRIVE's Best Execution Policy:
- 6.3.1 the Company may combine the Client's order(s) with order(s) of other Client(s) provided that such aggregation does not operate to the disadvantage of the Client; and
- 6.3.2 the Company may execute orders relating to the Client outside a trading venue.
- 6.4** The Client acknowledges receipt of a summary of the Best Execution Policy of the Company and consents to the contents of the Best Execution Policy.

7. CONFLICTS OF INTEREST

- 7.1** Detail on the conflicts of interest arrangements implemented by the Company are set out in the Conflicts of Interest Policy, available at any time on: www.trive.com/legal-documents.
- 7.2** It is understood that the Company or any director, officer or employee thereof may have an interest, relationship or arrangement that is material in relation to any trade effected on behalf of the Client and it is hereby agreed that any person so interested shall be entitled to retain any benefit or profit received and shall not be liable to account therefore to the Client by reason only of such conflict. The Company declares that it has in place adequate internal procedures to ensure that the Client is in all cases treated fairly and that the risk of damage to the Client's interests will be prevented.
- 7.3** TRIVE undertakes to bring to the Client's attention the conflicts of interest referred

above and any other conflicts of interest which may arise with regards to products promoted by TRIVE or the Service provided by its related companies. In the provision of the Service, TRIVE will seek to ensure that it always acts in the Client's best interests.

7.4 The Client acknowledges receipt of a summary of the Conflicts of Interest Policy of the Company. Further detail on the Conflicts of Interest Policy of the Company shall be provided to the Client upon request.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Client represents and warrants to TRIVE that:

- 8.1.1** the Client has authority to enter into the Agreement;
- 8.1.2** any information which the Client has provided or may provide to TRIVE is complete, up-to date and correct in all respects; and
- 8.1.3** in the event that any of the information supplied by the Client ceases to remain complete, up-to date and/or correct in any respect, the Client shall provide TRIVE with such revised and updated information without delay;
- 8.1.4** the Client is the beneficial owner (or if the Client is a trustee, the legal owner) of any investment and cash subject to these Terms and will indemnify TRIVE against all claims or demands made by any person in relation thereto;
- 8.1.5** monies and instruments which form the subject of this Agreement and any future additions thereto have not originated and will not originate from activities or transactions which are a criminal offence in Malta or in any other jurisdiction.

8.2 The Client represents and warrants that he / she is in compliance with and shall comply at all times with any applicable law including Maltese tax and exchange control laws and regulations. The Client further represents and warrants that any foreign currency which forms the subject of the Agreement is money which has lawfully been invested out of Malta and that any necessary authorisations in this respect have been obtained.

9. PROVISION OF INFORMATION BY THE CLIENT

9.1 The Client acknowledges that in order for TRIVE to be able to undertake the Service in accordance with the Rules, TRIVE may request certain information (which for the avoidance of doubt may include personal data and sensitive personal data) and/or documentation from the Client. The Client acknowledges that unless the Client provides all the information and/or documentation requested by TRIVE, TRIVE may not be in a position to undertake the Service. In this regard, the Client agrees to provide, or procure the provision of all information and/or documentation which is required by TRIVE in order to comply with the Rules and its internal policies and procedures.

9.2 The Client further acknowledges that in the event that the Client is acting for and on behalf of another person(s), TRIVE may request information and/or documentation on the principal, and the Client undertakes to provide, or procure the provision of, all information and/or documentation to TRIVE.

9.3 The Client acknowledges that it is Client's responsibility to ensure that any statements, information and documentation provided to TRIVE are complete, accurate and up to date. The Client should check all statements and information provided to the Company.

10. COMMUNICATIONS

10.1 TRIVE may communicate with the Client by electronic mail unless otherwise instructed by the Client. Documents sent by electronic mail (whether or not containing confidential information) will not be encrypted unless specifically requested by the Client in writing.

Following such request, TRIVE and the Client shall agree and implement mutually acceptable encryption standards and protocols.

- 10.2** TRIVE reserves the right to monitor or access any or all e-mails sent to it.
- 10.3** Communication between Clients and TRIVE will be made in the English language, unless mutually agreed between both parties. In the event of discrepancy between the Agreement and any communication in a foreign language, the Agreement will prevail. If the communications contain terms which are not included in the Agreement, in case of any discrepancy between the English language of other language of the communication, the Client agrees that English version of the communication shall prevail.
- 10.4** The Client hereby consents that any reports relating to the Service provided to the Client in terms of these Terms and any disclosure requirements may be provided via TRIVE's website.

11. TELEPHONE CONVERSATIONS AND ELECTRONIC COMMUNICATIONS

- 11.1** The Client agrees that TRIVE may keep records and store records of face-to-face communications, recordings of phone conversations as well as electronic communications (e.g., email, chat, video conferencing, messenger services, etc.) in connection with the Service being provided. More specifically, TRIVE shall record and store records relating to orders sent by the Client to TRIVE and which result or may result in transactions. This applies regardless of whether such communications are conducted via business or private phones. The Client thus agrees and consents that TRIVE will be recording any face-to-face communications, telephone conversations or electronic communications between the Client (and its employees, managers, directors or any other representative, where applicable) and TRIVE, provided that such face-to-face communications, telephone conversations or electronic communications relate to the Service. These records shall be provided to the Client upon request and shall be kept for a period of five (5) years and, where requested by the MFSA, for a period of up to seven (7) years. The period of time for the retention of a record shall begin on the date when the record is created.
- 11.2** The Client acknowledges that TRIVE is also entitled, but not obliged under the law, to record conversations in writing or on sound and data carriers in connection with the implementation of the Client relationship, which do not have any reference to the Service, and to store these recordings. This includes phone conversations about complaints in particular. Recording shall take place for verification purposes.
- 11.3** The recordings and communications mentioned in clause 11.1 and clause 11.2 can be read or listened to by employees of TRIVE. TRIVE is entitled, but not obliged, to take minutes of the recordings. The recordings can be used for evidence purposes in any legal disputes. When granting a proxy, the Client shall inform the authorised representative that conversations can be recorded.

12. TRANSACTIONS AND INSTRUCTIONS

- 12.1** TRIVE shall exercise due care and diligence in the discharge of its duties and shall carry out its duties in accordance with applicable laws, regulations, bye-laws, licence conditions, guidelines, usages and other provisions or market practices to which TRIVE may be subject from time to time.
- 12.2** Both the Client and TRIVE acknowledge that an investment transaction facilitated by TRIVE is not deemed to be a loan and the Client's money and Client's assets have not

been given on the sole condition of returning as much of the same kind and quality.

- 12.3** The Client may give instructions either in writing, over the telephone, email or via fax.
- 12.4** Transactions, orders and instructions received through the telephone, email or fax will be effected in a prompt and timely fashion and to the extent possible, in the order in which they were received.
- 12.5** Telephone instructions need to be followed up with written instructions via email or by fax. In giving written instructions, the Client is authorising TRIVE to draw up an order confirmation form based on the transaction communicated over the telephone or fax. TRIVE will not assume liability for any errors if the client fails to provide written instructions via email or by fax.
- 12.6** Orders placed by the Client during a face-to-face meeting held with TRIVE, shall be recorded using written minutes or notes. The Client understands and agrees that such orders are equivalent to orders received by telephone.
- 12.7** TRIVE shall be indemnified by the Client against all actions, proceedings or claims which may be incurred or sustained from instructions taken over the telephone, email or by fax, irrespective of whether the official confirmation order relevant to that transaction was signed or otherwise by the Client.
- 12.8** The Client has the right to inspect any contract notes, vouchers and entries in TRIVE's books or computerised records relating to his/ her portfolio. These records are retained for a period of at least ten (10) years.
- 12.9** Subject to TRIVE's Best Execution Policy, TRIVE may combine the Client's order(s) with order(s) of other Client(s) provided that such aggregation does not operate to the disadvantage of the Client.
- 12.10** The Client agrees that payment made for any transactions are to be settled within the period stipulated in the contract note or relevant documentation. Any failure to meet these obligations within the allowed time frame shall not be borne as a liability by TRIVE. TRIVE bears the right to immediately dispose of any unpaid investments of which any differences emanating from this are to be paid by the Client.
- 12.11** The Client understands that TRIVE shall not be held liable as a result of any change in market conditions.
- 12.12** TRIVE shall not incur any liability whatsoever by reason of acting on any such Client instructions or for any error in such client instructions and the Client shall indemnify and hold harmless TRIVE from any loss, cost, damage or expense it may suffer or incur by relying on such client instructions, whether received by letter, telephone, facsimile or other electronic transmission (including electronic mail) or in such other manner as TRIVE may determine from time to time, and which TRIVE, in its absolute discretion, has reason to believe to be genuine.
- 12.13** By agreeing to these Terms, the Client is authorising TRIVE to deduct or withhold any sum, which TRIVE is required or liable to deduct or withhold under the law or practice of any revenue authority in any relevant jurisdiction.
- 13. REPORTING TO CLIENTS**
- 13.1** The Client may request TRIVE to receive information about executed transactions on a transaction-by-transaction basis. In such instances, TRIVE shall promptly provide to the Client, on the execution of a transaction, the essential information concerning the transaction in a durable medium.

- 13.2** All contract notes sent to the Client in relation to the Service shall bind the Client unless a detailed objection is received by the Company within two (2) business days of dispatch.
- 13.3** With respect to all reports received by the Client from TRIVE other than the report mentioned in Clause 13.3 above, the Client agrees to promptly examine all statements and valuations, where applicable, received from TRIVE and each entry and balance recorded therein and to notify TRIVE of any errors, omissions or objections to any entries and balances in such statements or valuations, within thirty (30) days from each statement or valuation date (as the case may be), failing which TRIVE shall be entitled to treat such statements and valuations and any entries and balances therein as final, conclusive and binding.
- 13.4** Clients will be provided, in accordance with the Rules, with: (i) information on all costs and associated charges, including charges related to the Service and the costs of Instruments; (ii) the method of payment; and (iii) details of third party-payments (as set out in further detail below). As far as possible, all costs and charges will be aggregated so the Client is in a position to understand the overall cost and the cumulative effect on the return of the investment. Information about costs and charges as aforesaid will be provided to the Client, as applicable, at least on annual basis post-sale in a separate agreement/ document.
- 13.5** TRIVE will, where applicable, pay fees, commissions and non-monetary benefits received from third parties to the Client. The Client will be informed accordingly of any such payments as part of the periodic reporting/ statements.

14. CLIENT'S INVESTMENTS AND MONIES

- 14.1** Where investments are held under nominee with a third party, TRIVE shall inform the Client of this fact and shall adequately warn the Client of any potential resulting risks.
- 14.2** TRIVE declares that it has in place adequate arrangements for the segregation of the Clients' Bank Accounts from its own accounts.

15. JOINT ACCOUNTS

- 15.1** If the Client's account is held jointly by more than one person then the obligations of each of the joint account holders, under the Agreement shall be joint and several.
- 15.2** Unless TRIVE receives notice in writing to the contrary from any one of such joint account holders, TRIVE is hereby authorised to communicate with, and act on, client instructions of any one of the joint account holders, and TRIVE shall have authority to act on any such client instructions, without notice to any one or more of the other joint account holders.
- 15.3** TRIVE is hereby authorised to send notices, confirmations, statements and communications of any kind to any one of the joint account holders and service of any demand, notice, confirmation, statement or any other communication of any kind shall be deemed to have been duly served on all joint account holders if served on any one joint account holder to the most recent address as appears on the records of TRIVE.
- 15.4** In the event of the death of one of the joint account holders, the surviving joint account holders agree to immediately provide TRIVE with written notice thereof. The death of any joint account holder will affect the rights and obligations of the surviving joint account holders. TRIVE is authorised, prior to or after receipt of written notice of the death of one of the joint account holders, to take such steps or require such

documentation or restrict trades or transactions relating to the joint account as TRIVE may deem prudent or advisable, at its absolute discretion.

- 15.5** The estate of any deceased joint account holder shall continue to be liable to TRIVE jointly and severally for any indebtedness or other liabilities in connection with the joint account.

16. PREVENTION OF MONEY LAUNDERING AND COUNTER TERRORIST FINANCING

- 16.1** TRIVE is subject to the Prevention of Money Laundering laws and regulations in force in Malta, including but not limited to the Prevention of Money Laundering Act (Chapter 373, Laws of Malta) and the Prevention of Money Laundering and Funding of Terrorism Regulations (Subsidiary Legislation 373.01, Laws of Malta). The obligations under the applicable laws and regulations include the identification and verification of clients and the ultimate beneficial owners (where applicable), the retention of the relevant identification and transaction documentation and the reporting of transactions suspected of involving money laundering and/or funding of terrorism to the Financial Intelligence Analysis Unit (the “**FIAU**”) in Malta. In this regard, TRIVE has established appropriate internal procedures to fulfil these obligations which it monitors on a regular basis.

- 16.2** The Client is required to produce, amongst other matters, satisfactory evidence of identity of the Client and the beneficial owner (where applicable), the source of funds to be invested and the source of the Customer’s wealth and funds. The Client undertakes to provide all documents requested by TRIVE without delay upon receipt of a request from TRIVE.

- 16.3** The Client acknowledges that TRIVE may, on an ongoing basis, request the Client for updated documentation and/or additional documentation and the Client undertakes to adhere to such requests promptly.

17. RISKS

Investment Risks

- 17.1** The price of all investments can go up as well as down and an investor may not get back the amount invested and selling an investment in an inopportune moment may result in a loss.

- 17.2** Past performance is not indicative of future performance. Investment markets are volatile in nature, and it is important that any investment is viewed as long term in nature.

Currency Risk

- 17.3** An investment may have a base currency other than the Clients’ base currency and thus carries with it an element of currency risk which can affect the value of any investment and the income generated therefrom positively or negatively, including interest or dividend payments. In addition, upon the sale or maturity of the Client’s investment, the realisable value might be less than the initial outlay when exchanged in the Clients’ domestic currency.

Credit Risk

- 17.4** An issuer of a debt instrument such as a bond may be unable to meet interest and / or principal payments in the future and consequently default on its principal or interest repayments. The longer the term to repayment of principal (maturity), the greater the

credit risk.

Interest Rate Risk

- 17.5** The market value of a bond or other debt instrument may go up or down as a result of a variation in the interest rates.

Political Risk

- 17.6** The value of the Client's assets may be affected by uncertainties such as international political developments, changes in government policies, taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of the countries to which the asset is exposed.

Other risks

- 17.7** Investments in certain assets may be subject to specific risks which may or may not effect a particular investment. These risks may include Liquidity risk, Country risk, Political risk and Counterparty risk. The exposure to these risks may change over the course of the investment period and may affect the value of the Client's investment.
- 17.8** The Client acknowledges that the risks involved and related to an investment are various and the risks referred to in the Terms constitute a non-exhaustive list.
- 17.9** The Client hereby acknowledges that transactions undertaken through the Service of the Company may be of a speculative nature. They may give rise to losses within a relatively short period of time. The Client acknowledges that, due to their nature, certain transactions executed on his instruction by the Company may not be readily realizable in the case of an instrument traded so irregularly or infrequently that it cannot be certain that a price will be quoted at all times or that it may be difficult to effect transactions at a price which may be quoted owing to an absence of a counter party.
- 17.10** For the avoidance of doubt, the above-mentioned list of risks is not an exhaustive list of all the risks posed by the Service and/or instruments in respect of which the Service are undertaken.

18. LIABILITY

Subject to the applicable laws and save where otherwise indicated in the Terms, TRIVE shall not be liable to the Client for any loss or damage incurred in connection with the subject matter of the Terms howsoever caused, unless TRIVE's conduct constituted fraud, wilful misconduct or gross negligence on its part or on the part of its agents, including the unjustifiable failure to perform in whole or in part its obligations (the "TRIVE's Wrongful Acts").

19. INDEMNITY

The Client undertakes to hold harmless and indemnify TRIVE against all actions, proceedings, claims, costs, demands and expenses (including all reasonable legal, professional and other expenses) incurred by TRIVE in relation to such actions, proceedings, claims, costs and demands which may be brought against or suffered or incurred by TRIVE by reason of its performance or non-performance of its functions or the Service under these Terms unless due to or caused by TRIVE's Wrongful Acts.

20. DATA PROTECTION AND CONFIDENTIALITY

- 20.1** TRIVE will obtain personal data about the Client during the provision of the Services

and may subsequently obtain personal data about the Client either directly or, if any, from third parties such as the Client's account representative(s). TRIVE will only obtain, use and store personal data in accordance with the Rules and in particular in accordance with data protection legislation including the General Data Protection Regulation. TRIVE's Privacy Policy (which is available on TRIVE's website) explains why TRIVE collects personal data, how it is used, the circumstances in which it may be transferred outside of the EEA and how it will be kept safe.

- 20.2** TRIVE will also obtain personal data about persons authorised to give instructions on the Client's behalf in relation to the provision of the Service, such as account representative(s), and will treat that data on the basis set out in the above clause. TRIVE will notify such persons of our Privacy Policy separately.
- 20.3** The Client shall have the right to require access to his/ her personal data. In certain circumstances, the Client may request the revision of any inaccurate, incomplete or immaterial personal data.
- 20.4** TRIVE shall respect and protect the confidentiality of all information concerning the Client and shall not, without the Client's prior consent, disclose any such information to a third party except in the proper performance of the Agreement or as required by law.
- 20.5** TRIVE maintains strict information security policies designed to prevent unauthorised access to the Client's information. However, the Client's personal information may be shared with third parties in the course of providing a Service to the Client.

21. TAX

The Client acknowledges that it is entirely his responsibility to inform himself / herself as to any taxation which affects him / her personally. The Terms or any other communication from TRIVE to the Client does not constitute and should not be considered as legal or tax advice. The Client is urged to seek professional advice as regards both Maltese and any foreign tax legislation applicable to any transaction relating to these Terms. TRIVE shall not be liable for any loss or damage incurred in connection with any tax consequences to the Client.

Nevertheless, TRIVE may withhold and deduct at source any taxes due under Applicable Law at its discretion and obliged to report tax deduction on aggregate basis where applicable by the relevant law.

US persons as defined by the Internal Revenue Service "IRS" shall not be allowed to invest in securities via our platform. If client is identified as US person after invested in securities TRIVE may close, block any positions or accounts with TRIVE. TRIVE may withhold and deduct US Withholding tax on income and gross proceeds from client's investments and report to IRS where applicable.

Non-US person shall sign and submit a valid W8 form or equivalent to benefit from reduced withholding taxes that are applicable under the Tax Treaties. Otherwise, domestic withholding tax rates shall apply. TRIVE has right to renew the valid forms towards the end of the expiry date.

22. COMPLAINTS

- 22.1** In the circumstance where a complaint arises, the Client or a potential client shall inform TRIVE by visiting our office or write to the attention of the Compliance Officer whose

contact information is given on the website of TRIVE.

22.2 The Compliance Officer of TRIVE is responsible for the complaints management function and shall deal with Client's complaints reasonably, promptly, without charge and in accordance with TRIVE's internal complaint handling policy and procedures. Details of TRIVE's complaints handling policy are available upon request.

22.3 In respect of Clients who are natural persons or micro enterprises¹, if the complaint is not ultimately handled to the Client's or potential client's satisfaction after being dealt with according to TRIVE's internal complaint handling procedures, then the Client or potential client may, where applicable, subsequently refer his / her complaint to the Arbiter for Financial Services who may be contacted at the **Officer of the Arbiter for Financial Services**, First Floor, St. Calcedonius Square, Floriana, FRN 1530, Malta, and if resident in Germany to the **Banken und Versicherungsaufsicht** from the **Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)** or if resident in Spain to the **Oficina de Atención al Inversor de la Comisión Nacional del Mercado de Valores (CNMV)**. The Company Complaints Handling Policy is available at the Company website.

23. INVESTOR COMPENSATION SCHEME

23.1 TRIVE is a member of the Investor Compensation Scheme in Malta. The Investor Compensation Scheme pays compensation, subject to certain limits, to eligible consumers if an authorised investment firm fails.

23.2 Further information may be obtained from: www.compensationschemes.org.mt

24. MARKETING MATERIAL

24.1 The Client agrees to receive direct marketing material related to the Service and financial products.

24.2 The Client has a right to request TRIVE to refrain from sending any marketing material by informing TRIVE in writing.

24.3 TRIVE undertakes that such marketing material will be fair, clear and not misleading.

25. AMENDMENT AND TERMINATION

25.1 TRIVE may amend any provision of the Agreement provided that any material changes which might give rise to an obligation on the part of TRIVE shall be notified to the Client in good time.

25.2 The Agreement may be terminated at any time by either party with immediate effect upon giving written notice to the other.

25.3 The termination of the Agreement shall be without prejudice to any other rights or remedies TRIVE may be entitled to hereunder or at law and shall not affect the coming into or the continuance in force of any provision of the Agreement which is expressly or by implication to come into effect or to continue in effect after such termination.

26. GOVERNING LAW AND JURISDICTION

27.1 The Agreement shall be governed by and construed in accordance with Maltese law and

¹ A micro enterprise is defined as an enterprise which employees fewer than ten persons and whose annual turnover and, or annual balance sheet total does not exceed two million euro (€2,000,000).

TRIVE and the Client agree to submit to the non-exclusive jurisdiction of the Maltese courts.

- 27.2** Where the Client is a natural person or a micro enterprise, as defined in the Arbitration Act, 2016, the Maltese Arbitration Act, 2016, the Maltese Arbitration Act will also have jurisdiction.