

# SUPPORT SERVICE

## SPECIAL CONDITIONS FOR THE SUPPORT SERVICES WHEN USING A FOREIGN SYSTEM

### 1. Nature of the Scope of these Special Conditions

#### 1.1. Support Service when Using a Customer Bank System

The customer maintains an account and / or portfolio with a domestic or foreign bank for the purpose of trading in financial instruments (customer bank). For his trading activities he receives an electronic order transfer system from his account and / or custodian bank, which means of which he can transmit orders or applications for the conclusion of transactions in financial instruments to his account and / or custodian bank (system). The rights and obligations of the account and / or custodian bank and the customer regarding the order transmission system, the execution of the order and the business are regulated in bilateral contracts between these parties. FXFlat Bank AG (hereinafter „Bank“) is granted access to the customer's trading activities and offers the customer support services in the use and operation of the order transfer system of the account and / or custodian bank. An investment brokerage service is not provided, i.e. Declarations of intent on the part of the customer to purchase or sell financial instruments or to conclude contracts are not transmitted to the customer's contractual partner, not even in the event of a system failure.

#### 1.2. Support Services when Using an alternative Third-Party System

Insofar as the account and / or custodian bank allows the customer to use an order transmission system of a third party instead of or parallel to the order transfer system of the account and / or custodian bank and the bank includes this third party system in the support spectrum, the bank offers the customer support services when using and operating the third-party system. The rights and obligations of the account and / or custodian bank and the customer regarding the execution of the order and the business are regulated in bilateral contracts between these parties, the rights and obligations of the third-party system provider and the customer regarding the third-party system are regulated in bilateral contracts between these parties. An investment brokerage service is not provided, i.e. Declarations of intent on the part of the customer to purchase or sell financial instruments or to conclude contracts are not transmitted to the customer's contractual partner, not even in the event of a system failure.

#### 1.3. Scope and Limits of the Support Service

The customer and his customer bank are solely responsible for the submission, receipt, execution and booking of customer orders and the error-free functioning of the order placement and information system of the customer bank or the third-party supplier. FXFlat assumes no responsibility or liability for errors and defects that arise with regard to account management by the customer bank. All coordination

in this regard must take place between the customer and the customer bank. FXFlat assumes no liability for damage or lost profits resulting from a complete or partial failure or such a malfunction of the electronic transmission and information system made available to the customer by the account and custodian bank or third parties; the display of the FXFlat logo in the order placement and information system does not change this.

The bank supports the customer in the use of the electronic transmission system and in the handling of commercial transactions on the basis of the data and information provided by the account and custodian bank. This includes in particular: - Support services for the installation of the transmission software - Setting up a help desk that can be reached by telephone to support the operation of the transmission software - Setting up a help desk that can be reached by telephone to support the handling and settlement of commercial transactions - Support services by establishing contact between responsible employees of the account - and the custodian bank and the customer, in particular through telephone conferences - Regular training courses on the use and operation of the electronic transmission system and any new features are offered. Investment brokerage services are not provided - even in the event of a system failure (see no SB). Investment advisory services are not provided (see 5.2. The SB). The customer hereby guarantees that the quality and conformity with the quality descriptions of the transmission system, the ability of the transmission system to connect and integrate with the bank that maintains the account and custody account and the customer's hardware and software equipment as well as the suitability of the transmission system for the customer's purposes are checked to have. The bank does not examine the above circumstances.

The customer acknowledges that the Internet interferences such as interruptions or transmission disruptions, which can negatively affect the customer's access to the order placement and information system. FXFlat is not responsible for any damage or loss resulting from events beyond FXFlat's control, nor for any other loss, cost, liability or expense (including lost profits) caused by the customer not or delayed access to the transmission and information system. FXFlat is also not liable in the event that the customer incurs damage as a result of incorrect use of the transmission and information system. FXFlat points out that certain functions of the transmission and information system may not be available for a certain time due to maintenance work or for other technical reasons.

#### 1.4. Period of Support Services

The support service is generally carried out during bank

business hours. The bank's business hours range from 09:00 a.m. (business opening) to 07:00 p.m. (closing time) on every business day. Business day is every day on which the Frankfurt Stock Exchange is open for trading or the account and custodian bank trades. The bank is entitled to change the business hours at its reasonable discretion (§ 315 BGB) by setting an appropriate time of validity. The changes and the date of validity will be sent to the customer's electronic postbox or by email.

### 1.5. Special Assurance and Obligation of the Customer to cooperate

The customer hereby warrants the quality and conformity with the quality descriptions of the transmission and information system, the connectivity and insertion capability of the transmission system to the account and custodian bank or third party suppliers and the hardware and software equipment of the customer as well as the suitability of the transmission system for the customer's own purposes. FXFlat does not check the above circumstances. The customer is obliged to familiarize himself with the customer bank's transmission system or with the third-party system. If the customer does not understand the function and operation of the system in all respects, the customer will contact FXFlat and only enter orders into the system when he has understood the process exactly. The customer will treat the access data and passwords confidentially and refrain from communicating their access data and passwords to third parties or giving them access to them; the customer bears the sole and full responsibility if third parties make use of the access data and passwords.

The customer will read the manuals, customer information and risk information provided by FXFlat carefully before the first transaction and familiarize themselves with the functions of the transmission and information system. He will ensure that his hardware and software meet the recommended requirements. These will be communicated to him again at any time upon request by FXFlat. If the customer does not understand all of the information in the manual or if it is misleading, if he does not understand all the procedures and has questions about the use of the transmission and information system, the customer will contact FXFlat technical support and only then then place orders when he has fully understood the technical process.

### 1.6. Scope of the Special Conditions

These special conditions regulate the rights and obligations of the bank and the customer in the „Support service when using a customer bank system“ and in the „Support service when using an alternative third-party system“. Any additional specific rules regarding a specific system or third-party system are listed separately at the end of these special conditions.

## 2. Exemption from Banking Secrecy, Data Access Rights and Data Protection

For the services of the bank, the bank and the account and custodian bank are released from banking and data secrecy by the customer insofar as is necessary for the execution of the services.

This includes in particular

- an online right of the bank to inspect the electronic transmission system and the data and information exchange there between the account and custodian bank and the customer; Corresponding to this is an inspection of the granting right of

the bank and custodian

- Right of the bank to inspect the other non-electronic and electronic data and information exchange outside the electronic transmission system between the account and custodian bank and the customer; this corresponds to an inspection of the granting right of the account and custodian bank
- Storage, preparation and storage of the legitimately viewed personal data and information
- Transmission of personal data to third parties inside and outside the EU in compliance with data protection regulations. Otherwise, the bank will only pass on personal data to third parties to whom the bank is obliged to do so due to legal obligations.

## 3. Consent to Receive Funding

The bank receives grants from the market-making account and custodian bank (market maker). For each transaction in business types or instruments, the bank can receive a share of up to 75% of the profit generated by the market makers from the execution transaction. The bank will provide further details on request. The bank receives grants from the credit institution that maintains accounts and custody accounts for the customer's investment funds of up to 100% of the front-end load and up to 100% of the management fee. The bank will provide further details on request. The customer agrees that the aforementioned grants may be made to the bank and received by the bank and remain with the bank. For this purpose, it is agreed that the customer's claims for surrender against the bank or the granting third party will never arise. This helps to maintain and expand the technical infrastructure, the diverse services and the cost-effective system position.

## 4. Consent to Granting Grants to Third Parties

The customer declares his consent to grants from the bank to cooperation partners and tied agents for whom the bank has assumed liability. These grants can account for up to 50% of the profit generated by FXFlat as an introducing broker from the respective customer relationship. The customer will be informed of the exact amount of the donation upon request. The customer agrees that the aforementioned grants are paid by the bank and remain with the cooperation partner or tied agent. This helps to maintain and expand the technical infrastructure and the diverse range of services and the cost-effective system position.

## 5. No Investment Brokerage and no Investment Advice

**5.1.** Investment brokerage, investment brokerage services for the „support service when using a customer bank system“ and with the „support service when using an alternative third-party system“ are not provided, i.e. Declarations of intent by the customer to purchase or sell financial instruments or to conclude contracts are not transmitted to the customer's contractual partner, not even in the event of a system failure. This also applies if customer information lists the services of the trust bank or the deposit bank as introducing brokerage, messenger service or the like; Services that are to be regarded as financial services are nonetheless not provided. The electronic transmission system, including any emergency and failure systems, is operated exclusively by the account and custodian bank or the provider of the third-party system and is only subject to the contractual

agreements between the customer and the account and custodian bank or the third-party system provider. The bank has no opportunity to intervene in the electronic transmission system, no transmission system of its own to replace the electronic transmission system in the event of an emergency or failure, and also no authorization in any other way with effect for the customer to transmit orders and therefore cannot and will not in particular - orders, applications Enter messages, messages or other declarations of intent or data for the customer in the electronic transmission system, - Orders, applications, messages or other declarations of intent or data for the customer in another way or by the account and custodian bank or the third-party system provider in the event of emergency and Submit failures in the intended way. The customer must therefore independently take precautions in the event of a failure of the transmission system.

**5.2.** There is no investment advice on the part of the „Support service when using a customer bank system“ and „Support service when using an alternative third-party system“. The bank's employees are strictly instructed not to advise the customer regarding the purchase or sale of financial instruments, either in the context of advertising measures, establishing business rela-

tionships with customers or conducting business relationships. There is no active sending or active reference to information documents (basic information, key investor information / key investor document, product information sheets, sales prospectuses) created or made available by the customer's account and custodian bank or the issuer of the financial instrument.

#### **6. No Liability for the System**

The bank assumes no liability for damage or lost profits resulting from a complete or partial failure or such a malfunction of the electronic transmission system made available to the customer by the account and custodian bank or third parties.

#### **7. End of Cooperation with the Account and Custodian Bank / Third-Party System Provider**

The bank and the account and custodian bank as well as the third-party system provider are entitled at any time to terminate the cooperation between them and the basis for the bank's support services as a whole or for certain financial instruments. In such a case, the business relationship with the customer ends after notification by the bank.