Introduction to the Subscriber Agreement to FinGraphs:

You are about to enter a subscriber agreement regarding the access and use of the service FinGraphs. This agreement is concluded between Management Joint Trust SA, 1 rue de Hesse, 1204 Geneva, Switzerland (hereinafter referred to as "MJT" or "Provider") and you (hereinafter referred to as "you" or "your" or "yourself" or the "Subscriber").

In order to proceed with the purchase of the FinGraphs subscription you have selected above, you must first approve this Subscriber Agreement to FinGraphs as well as the "Terms and Conditions for the use of FinGraphs" in Appendix A of this agreement by ticking the box below labelled "Yes, I understand and I approve this Subscriber Agreement to FinGraphs as well as the Terms and Conditions of its use" before proceeding with your purchase.

Subscriber Agreement to FinGraphs

- 1. The present Agreement governs the relations between MJT and the Subscriber in connection with the on-line service FinGraphs provided for by MJT.
- 2. MJT's FinGraphs is a service of "on-line" publications via the Internet, which permits the subscriber to view potential risks and rewards as well as probable trends on financial markets. It is a monitoring instrument based on an automatic statistical methodology and as such does not give any financial recommendation or advice.
- 3. MJT's FinGraphs is made available to the Subscriber for a prepaid subscription fee as per the options you have selected in the schedules on the previous pages of this online shop. The details of this fee are the following:
 - the fee for the subscription for the number of months you have selected above in this on-line shop, which covers access to the FinGraphs' databases during a period representing this number of months from today. These months are calculated as successive periods of 31 days.
- 4. Access to the FinGraphs service is done over the Internet using a username and password. MJT puts at the disposal of the Subscriber an inactive user account with a pre-set username. To activate this empty user account, the Subscriber will receive instructions by email. He will also have to accept again, on first entry into FinGraphs, the Terms & Conditions for the use of the FinGraphs (attached to this contract in Appendix A).

Once activated, each user account is personal and cannot be transferred.

Hence, the Subscriber will be responsible for any utilization on his user account. It is the Subscribers' responsibility to make sure that no one else uses his user account. The Subscriber should hold MJT harmless from any damage caused by usage of his user account by a third party as MJT cannot materially confirm that a third party user, authorized by the Subscriber or not, has accepted the Terms & Conditions for the use of the FinGraphs (attached to this contract in Appendix A) prior to using FinGraphs.

Every prepaid user account on FinGraphs is equipped with a meter indicating the number of subscription days left on the account. The Subscriber will hence be able to monitor the progression of his subscription time left and it is his responsibility to notify MJT in the event of any suspect activity on the user account. Furthermore, you are not entitled to reimbursement (even a partial one) if you stop using FinGraphs before the end of your subscription period.

5. The service is available 7 days a week and 24 hours a day provided there are no technical problems independent from MJT's will. Under normal conditions, the average response time to obtain a financial graph on screen will probably not exceed 10 seconds.

Depending on the frequency which is being interrogated, the FinGraphs graphics can be updated as often as every second for live streaming intrahour charts, every minute for intraday charts and as often

as every day for frequencies of observation of one day or more. MJT will apply a delay of a few minutes as and when required by the different stock exchanges.

MJT reserves itself the right to modify its offering at any time. In such an eventuality, the Subscriber cannot in any circumstance claim payment of eventual damages or interests.

- 6. FinGraphs is based on probabilities and MJT can therefore not be held responsible and liable for any errors in the system or for decisions taken by the Subscriber based on the service. Hence, before using the FinGraphs service every user will have to have read and accepted the "on-line" Terms and Conditions for the use of FinGraphs below in Appendix A of this Agreement and which are parts of this Agreement.
- 7. MJT is also not responsible or liable for delays or interruptions, in particular if these interruptions last less than a week. In the event of an interruption, due to a general breakdown of MJT's services, lasts more than a week, the subscription period would be extended for the duration of the interruption.
- 8. The information you have entered to register and create a FinGraphs account will not be shared outside of MJT except if you have entered a Promotional Code into the dedicated mask on our on-line shop. If this is the case, the MJT partner, which is linked to the Promotional Code you have entered and only this specific partner, will be given access to your registration details. Please note that MJT does not, at any time, have access to your payment details which are confined to the secured "Saferpay" payment platform powered by SIX Payment Services.Ltd, Hardturmstrasse 201, Postfach, CH-8021 Zürich, Switzerland). Hence, MJT cannot be held liable for any damages caused by usage of the "Saferpay" payment platform.
- **9.** The present agreement is governed by Swiss law. Any dispute between the Subscriber and MJT in connection with this agreement shall be settled by the courts of Geneva (Switzerland).

Management Joint Trust SA 1, rue de Hesse 1204 Geneva, Switzerland Tel.: + 41 22 328 93 33 support@fingraphs.com

Appendix A:

Terms and Conditions for the use of FinGraphs

Warning

Before starting to use FinGraphs, its main website (www.fingraphs.com) or any other related websites, products or services, hereafter "FinGraphs", you must carefully read articles 1 to 22 of this Agreement.

These articles define your rights and obligations as users of FinGraphs. They describe the lawful use of FinGraphs.

These articles are important and, in part, help to protect your interests.

FinGraphs is not intended for use by any person in any jurisdiction where the publication or availability of such services is prohibited, by reason of that person's nationality, residence or otherwise. Persons under this restriction must not use this website. It is your responsibility as a FinGraphs user to seek appropriate advice in order to establish if you fall under such restrictions or not.

- 1. The present Terms and Conditions state the terms and conditions of FinGraphs, a product proposed by Management Joint Trust SA, Geneva (hereafter "MJT") and in particular your rights and obligations in connection with the use of FinGraphs.
- 2. FinGraphs offers a system of statistical analysis and interpretations of financial data. Its content is meant only as a technical tool to assist you in your own decisions. Through FinGraphs, MJT is not advising you, nor managing your financial assets. The service does not constitute a solicitation or offer, or recommendation to acquire or dispose any investment or to engage in any other transaction. The service shall not be construed as an offering or solicitation of any financial product or services by any financial intermediary. The information, data and documents contained in FinGraphs or to which FinGraphs refers are provided for information purposes only.
- 3. To establish its statistical analysis, MJT relies on data provided by first class outside providers; however, MJT does not guarantee you the permanence of such supply, nor its content.
- 4. MJT does not warn you in case the information (numbers, graphics, analysis, interpretations, etc.) provided on FinGraphs is modified. Modifications can occur at very short intervals, depending on frequencies used. It is up to you to check, as often as necessary, whether information has been modified. You need to be aware of the risks involved in financial transactions decided on the basis of obsolete information. Generally, MJT updates the graphics available on FinGraphs as often as every second for live streaming intra-hour charts, every minute for intraday charts and as often as every day for frequencies of observation of one day or more. However, MJT does not always obtain the prices of financial assets in real time, but often with a delay of a few minutes as required by the stock exchanges. Thus, graphics regularly updated refer to prices reached at the end of the delay when applicable before your access request.

MJT may be forced to interrupt for a short or long period the updating of, the connection to or even the running of FinGraphs.

MJT's FinGraphs may contain computer errors, viruses or other harmful components.

- 5. MJT cannot avoid technical errors slipping by into FinGraphs. These errors may concern or can affect among other:
 - letters, numbers, graphics or symbols appearing on FinGraphs
 - analysis and interpretations of financial assets provided on FinGraphs

As user of FinGraphs, you must take into consideration those possible technical errors when deciding on an investment. Hence, you cannot hold for certain the numbers, analysis, graphics, interpretations or probabilities provided on FinGraphs.

- 6. MJT is not responsible for the content of third parties' sites linked with FinGraphs. MJT makes no judgement or warranty with respect to the suitability or accuracy of those websites. When you visit another company's website, you must accept the terms and conditions of use for the use of this company's site.
- 7. Nobody can predict the future and thus fluctuations of market prices (including market crashes). Past trends are not necessarily signs of future trends.

MJT warns you of the risks involved with any financial transactions (for example on stocks, bonds, raw materials). Derivatives or foreign exchange trades entail even greater risks. You need to be aware that chances of gains are in no way guaranteed and potential of losses may be very significant.

As a user of FinGraphs, you must take into consideration, as you select investments, of this uncertainty. Hence, you cannot hold for certain analysis and interpretations provided by FinGraphs.

Any financial transaction you may instruct is at your own risks. You can not claim nor obtain from MJT compensation or indemnification for your damages (for example, incidental or consequential damages, losses, unrealised gains, liabilities, MJT's service fee).

8. As a subscriber of FinGraphs, you must pay a monthly fee to access some or all of the FinGraphs' directories. You are not entitled to reimbursement (even a partial one) if you stop using FinGraphs before

the end of your subscription period. Possible other expenditures in connection with your use of FinGraphs (for example telephone charges or computer equipment) are entirely at your expenses.

- 9. If your subscription to FinGraphs has been partially sponsored or fully paid by a third party (such as e.g. a bank, broker or an independent advisor), you must be aware that this third party may have access to your utilization profile on FinGraphs. This can be the case if you have been sent a unique on-time use promotional code or a direct activation key. This can also the case if a third party has given you log-in details to an account not yet activated (i.e. subject to your approval of the Terms & Conditions of FinGraphs). In this later case, (and excluding any other specific arrangement where you would contact MJT directly), MJT does not have access to any of your personal information and you will appear as a simple anonymous reference number in our database. Hence, any queries in respect to your utilisation of FinGraphs should be addressed to that third party, which will have all the functionalities to perform basic maintenance tasks, i.e. reset your password, or extend or reset your utilization expiry date. MJT cannot be held liable for any breach of confidentiality or privacy in respect to your utilisation of FinGraphs if you have been offered access through a third party or if your subscription is partially paid by a third party.
- 10. As a FinGraphs user, you are responsible and liable for any utilization of FinGraphs using your username and passwords. It is hence your responsibility to assure that you do not share, disseminate or make available in any way your username and password for a use by any third party. Indeed, accounts on FinGraphs are strictly personal and cannot be transferred. In addition as any FinGraphs user must have approved these Terms and Conditions before using FinGraphs, you may be held liable for any damages incurred in respect with article 7 of these Terms and Conditions or for any usage of FinGraphs in any jurisdiction where the publication or availability of such services is prohibited, by reason of that person's nationality, residence or otherwise.
- 11. MJT is the owner of its websites and, in particular of FinGraphs. Both are protected by intellectual property rights, among other copyright, trademark and competition rights.
- 12. MJT lawfully uses in FinGraphs some data belonging to third parties (often pursuant to agreements with these third parties).
- 13. As user of FinGraphs, you acquire no rights on its websites, products and services (in particular no rights on the various software, services, and information made available by MJT). In particular, you do not acquire ownership rights. You undertake especially not to:
 - Copy, save, reproduce, publish, post, transfer, transmit, exploit or distribute in any way data or components of FinGraphs (including but not limited to its software, Internet pages and graphic displays)
 - Mention or use in any non-purely private way the name "FinGraphs", its logo, its texts and graphic displays.
 - Interfere with or modify data or components of FinGraphs (including but not limited to its software, Internet pages and graphic displays);
 - Use FinGraphs in a way not consistent with its natural purpose;
 - Access FinGraphs in an illegal way or without having filled the requested questionnaires, accepted these Terms and Conditions or paid the requested fees.
- 14. Articles 10, 11 and 13 do not limit your right to print on paper, for your personal/private use only, pages of FinGraphs that you are interested in. Professional use of the printed pages is however strictly forbidden. Similarly you are forbidden to resell these pages.
- 15. If you want to use FinGraphs not for your personal/private use, you must obtain in advance from MJT a written authorisation by writing to:

Management Joint Trust S.A. Rue de Hesse 1 Case postale 5337 1211 Genève 11 Suisse

You can always write to MJT, at the same address, if you wish to receive more explanations regarding these Terms and Conditions.

- 16. MJT is entitled to suppress at any time, without prior warning, without compensation or indemnification your access to FinGraphs, be it for a short time or for an unlimited period, if you do not respect the present Terms and Conditions or if MJT suspects that you have activated multiple 7 day trial subscriptions using different email addresses.
- 17. Terms and Conditions are always displayed on FinGraphs; you can access them at all time.

MJT is entitled to modify - unilaterally and at all time - these Terms and Conditions. In such case, you are bound to respect the new Terms and Conditions, as soon as these changes have been implemented in the text appearing on FinGraphs. Accordingly, you undertake to reread at regular intervals the entire text of the Terms and Conditions as displayed on FinGraphs.

- 18. MJT is not liable for damages (losses, unrealised gains, service fees) in connection (directly or indirectly) with:
 - the use of FinGraphs (its websites, products and services)
 - data proceeding from MJT's external providers as meant in article 3 above,
 - modifications of information of FinGraphs as meant in article 4 above,
 - interruptions of FinGraphs as meant in article 4 above,
 - computer errors, viruses or other harmful components as meant in article 4 above,
 - technical errors according to article 5 above and their consequences,
 - others websites linked with FinGraphs (see article 6 above),
 - errors in analysis and/or interpretations and transactions based on them (see article 7 above),
 - unauthorized FinGraphs use (see article 10 above)
 - the discontinuance of your access to FinGraphs according to article 16 above,
 - you waive all rights and cause of actions against MJT and release MJT from any liability for the use of the service.
- 19. Swiss law applies to all relations between you and MJT in connection with these Terms and Conditions and the use of FinGraphs, whatever your state of domicile, residence or place from which you access FinGraphs.
- 20. Any dispute between you and MJT are to be submitted compulsorily and exclusively to the courts of Geneva (Switzerland), whatever your state of domicile, residence or place from which you access FinGraphs.

However, MJT may choose to proceed against you before the courts of your domicile or residence.

- 21. If the law of your state of domicile, residence or place of use of FinGraphs does not allow the entire application/performance of all Terms and Conditions, you may not access or use FinGraphs.
- 22. Acceptance: by clicking "I agree" you will be signing these Terms and Conditions with an electronic signature which is binding, and you acknowledge that you have read, understood and accept these Terms and Conditions, that you understand the responsibilities and obligations these Terms and Conditions place on you, and that you agree to be legally bound by all articles in these Terms and Conditions. If you do not agree with or understand one or more of the articles of these Terms and Conditions, do not execute them and do not access FinGraphs or any related products or services.
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