

Agreement for the Provision of Trading Signals

pure●

Agreement for the Provision of Trading Signals of DonauCapital Pure Investment GmbH

1 Preliminary Remarks and Definitions

- 1.1 DonauCapital Pure Investment GmbH ("Pure") is an investment firm authorised and supervised by the German Federal Financial Supervisory Authority ("BaFin"). Within the scope of the authorisations granted by BaFin, Pure operates an infrastructure (the "Platform") with which customers can have the trading decisions of individual signal providers selected by them executed in their own account.
- 1.2 If a client instructs Pure to execute the trading decisions of a signal provider in his account, this is described in this Agreement as the client "following" the signal provider in question. The Platform is accessible and usable to the extent set out in this Agreement via a designated website and an App.
- 1.3 This Agreement forms the basis on which Pure is willing to cooperate with the signal provider.
- 1.4 The signal provider intending to work with Pure on this basis is hereinafter referred to as the "Strategy Provider". A Client of Pure that follows one or more Strategy Providers is referred to as a "Strategy Investor".
- 1.5 The Strategy Provider will cooperate with Pure by trading CFDs on the Platform and providing Pure with its trading decisions made in the process as trading signals.
- 1.6 If in this Agreement a declaration is to be made in text form, this shall be understood to mean the form defined in Section 126b of the German Civil Code (BGB).

2 Conclusion, Termination and Amendments of the Agreement

- 2.1 The Strategy Provider makes an offer to Pure via the Platform to conclude this Agreement. Each Strategy Provider must be of legal age and must have gone through and successfully completed Pure's account opening process. The Agreement is concluded when Pure accepts the offer and notifies the Strategy Provider of this by email. The Agreement is concluded for an indefinite term.
- 2.2 If any provision of this Agreement contradicts the Terms and Conditions of

Pure applicable to Strategy Investors, the provision of this Agreement shall apply to the activities of the Strategy Provider as signal provider. In all other respects, the Terms and Conditions of Pure shall apply in addition to the provisions of this Agreement.

- 2.3 Pure and the strategy provider have the right to terminate the Agreement in writing or by email with a notice period of 2 weeks.
- 2.4 In the event of good cause, Pure and the Strategy Provider have the right to terminate the Agreement in writing or by email without observing any notice period. Good cause entitling Pure to terminate the Agreement without observing a period of notice shall be deemed to exist in particular if the Strategy Provider breaches a material obligation under this Agreement, in particular an obligation under Clause 3.1 sentence 3, as well as the an obligation under Clause 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, 3.11, 3.13, 3.14 or 3.15.
- 2.5 Amendments to this Agreement which are intended to bring about a significant change in the balance of the exchange of services agreed between the parties require the express consent of both contracting parties. These changes include, in particular, a change in the performance obligations as well as the remuneration of the Strategy Provider.
- 2.6 To the extent that this Agreement is to be amended in respect of matters not covered by Clause 2.5, such amendment may be made in accordance with the following provision:
The Agreement, including the proposed amendments, shall be sent to the Strategy Provider no later than two months before it comes into force. The Agreement can be sent either to the inbox of the Strategy Provider's user account on the Platform or to the email address that the Strategy Provider has provided to Pure. If the Strategy Provider does not object to the application of the new Agreement within two months after receipt of the message, the Agreement is deemed to be accepted. In the message containing the new Agreement, Pure will specifically inform the Strategy Provider of the significance of his silence and the period of time granted to him to object.
- 2.7 If, in the case of Clause 2.6, the Strategy Provider objects to the application of the new Agreement within the two-month period, Pure has the right to terminate the Agreement with immediate effect. In this respect, the

objection of the Strategy Provider is deemed to be an important reason entitling Pure to terminate the Agreement without observing a period of notice.

3 Obligations of the Strategy Provider and Basis of his Activity

- 3.1 The aim of the Strategy Provider's activity shall be to give Strategy Investors the opportunity to profit from a successful trading activity of the Strategy Provider. However, since this also entails the risk of losses for the Strategy Investors, up to and including a total loss, the Strategy Provider bears a great responsibility with regard to the capital of the Strategy Investors following him. The Strategy Provider is obliged to comprehensively live up to this responsibility at all times. In this respect, the following provisions represent the minimum standards to be observed by the Strategy Provider and must therefore form the basis of his activity.
- 3.2 The Strategy Provider is obliged to exercise the necessary expertise, care and diligence at all times in his activities on the Platform and to act in the best interests of the Strategy Investors.
- 3.3 The Strategy Provider must have sufficient knowledge and experience in relation to CFDs, in particular in relation to their operation and risks, and in relation to the markets of the underlying assets of the CFDs traded by him.
- 3.4 The Strategy Provider must understand how Pure's Platform works and how to operate it.
- 3.5 The Strategy Provider must always apply appropriate money management and risk management when trading CFDs. He must refrain from taking excessive risks.
- 3.6 The Strategy Provider must treat the access information to its account as strictly confidential and protect it from access by unauthorised persons.
- 3.7 The Strategy Provider is obliged to inform Pure of any changes to its contact information without being asked. Pure may therefore send messages to the address and email address provided by the Strategy Provider at any time and assume that a message has reached the Strategy Provider by delivery to one of these addresses.
- 3.8 The Strategy Provider must monitor his open positions on an ongoing basis.
- 3.9 If the Strategy Provider has one or more open positions, he must be available

for Pure by telephone, via the mailbox set up for him on the Platform and by email. If the Strategy Provider is not available for Pure while he has at least one open position, Pure has the right to disconnect the Strategy Provider and the Strategy Investors following him and to instruct the cooperating broker to close all positions based on the trading strategy of the Strategy Provider. The Strategy Provider shall be deemed unavailable for the purposes of this Clause if he does not respond to a call, email or message sent to the mailbox set up for him on the Platform within a maximum of 10 minutes by replying to Pure.

- 3.10 The Strategy Provider's trading orders must be based on a consistent investment strategy. The Strategy Provider must be able to demonstrate conclusively in relation to each transaction executed or ordered how the respective transaction fits into the investment strategy pursued by him. The Strategy Provider shall, upon request, provide Pure within five business days with an explanation in text form of how a transaction (or transactions) specified by Pure fits into the Strategy Provider's investment strategy ("Transaction Explanation").
- 3.11 The Strategy Provider is obliged to personally design and implement the investment strategy he pursues. In doing so, the implementation of the investment strategy must be carried out to a significant extent through manual intervention by the Strategy Provider. It is therefore not permissible for the Strategy Provider to pursue a purely automated trading strategy in which the implementation of the strategy and trading are carried out entirely automatically using algorithms.
- 3.12 If the Strategy Provider makes use of the possibility to describe his investment strategy on his profile page, each transaction must fit into the investment strategy described there and be explainable from it. Otherwise, the transaction explanation must also contain an explanation of the investment strategy pursued by the Strategy Provider.
- 3.13 The Strategy Provider is prohibited from receiving payment, promises or contractual commitments of remuneration from any person other than Pure for his activities on the Platform.
- 3.14 If the Strategy Provider notices a vulnerability or an error in relation to the functioning of the Platform, he is obliged to inform Pure of this. The Strategy

Provider is prohibited from exploiting or attempting to exploit the error or vulnerability for personal gain or from disclosing the information about the error or vulnerability to third parties.

- 3.15 The Strategy Provider is prohibited from making derogatory public statements about Pure, its Platform, managers, employees or affiliated companies in a manner that would be considered no longer permissible vis-à-vis a natural person after considering the interests of both parties, taking into account the freedom of expression.

4 Trading and Remuneration of the Strategy Provider

- 4.1 The Strategy Provider can earn money by successfully trading on the Platform.
- 4.2 For this purpose, he has to trade CFDs on the Platform and make profits in the process. Insofar as he makes profits with the capital he has paid in himself, he shall be entitled to these in full. He shall also be fully liable for any losses he incurs with his own capital.
- 4.3 In addition, Strategy Investors can also follow the strategy of the Strategy Provider on the Platform and thereby generate profits. In this case, Pure charges the Strategy Investors a performance fee, the amount of which Pure agrees with the Strategy Investors. The Strategy Provider receives the share of the performance fee collected by Pure as defined in Clauses 4.13 and 4.14.
- 4.4 The CFD trading referred to in Clause 4.2 shall be carried out by the Strategy Provider via a pooled account in which all funds available for this strategy are pooled ("Pooled Account"). For this purpose, the Strategy Provider shall issue trading signals to Pure via Pure's Platform.
- 4.5 Pure may allow the Strategy Provider to offer several trading strategies on the Platform. If the Strategy Provider wishes to offer more than one trading strategy, he must first apply to Pure for this. In doing so, he shall indicate how many trading strategies he wishes to offer. Pure may decide at its own discretion whether and, if so, how many additional trading strategies the Strategy Provider may offer. The Strategy Provider has no claim to Pure approving its application for additional trading strategies.
- 4.6 The Broker's Terms and Conditions must be observed when placing trading

- orders. In addition, the Strategy Provider may only place so many trading orders that he is able to adequately monitor all his open positions at any given time.
- 4.7 In order to be able to trade via the Pooled Account, the Strategy Provider must hold sufficient capital in the Pooled Account to be able to meet, with the capital provided by himself, both the Broker's minimum account capitalisation requirements and the capital requirements for appropriate money management and risk management.
- 4.8 If Strategy Investors provide sufficient capital to the Pooled Account, Pure may allow the Strategy Provider to hold less of his own capital in the Pooled Account than would be required under Clause 4.7. The strategy provider must apply to Pure in text form for a corresponding reduction in the capital requirements; Pure decides on the application at its own discretion. The reduction of the capital requirements by Pure must be made in text form.
- 4.9 The total risk of a strategy is limited to 10 times the capital available in the corresponding Pooled Account. This means that the respective current value of open positions (including unrealised profits and losses) may be a maximum of 10 times the capital available in the corresponding Pooled Account (including unrealised profits and losses). Pure has the right to close positions in the Pooled Account traded by the Strategy Provider, even without or against his will, in order to reduce the overall risk of the strategy to such an extent that the risk limit defined in sentence 1 is complied with. When closing positions, Pure may also reduce the risk to a greater extent than would be necessary to comply with the limit defined in sentence 1. The decision as to which positions are closed and to what extent the risk is reduced is made by Pure at its own discretion.
- 4.10 Pure will automatically close all positions based on a particular strategy (both positions of the Strategy Provider and the positions of all Strategy Investors) at the next available price when certain loss thresholds are reached. In doing so, Pure agrees with the Strategy Providers the level of the loss thresholds for certain risk categories. These agreements also apply to the contractual relationship between Pure and Strategy Provider. Pure has the right to change the loss thresholds through contractual agreements with the Strategy Investors. Furthermore, Pure has the right to assign the Strategy

Provider's strategy to a risk category and to change this assignment at any time. Pure decides at its own discretion on the basis of which criteria the assignment to risk categories is made, with all strategies offered on the Platform being treated equally.

- 4.11 If there is no trading activity in a trading strategy for a period of at least 30 days, Pure has the right to terminate the trading strategy in question at its own discretion and close the corresponding Pooled Account. Pure will notify the Strategy Provider in text form of the termination of a trading strategy implemented by him.
- 4.12 The Strategy Provider transmits the trading signals proposed by him within the scope of his strategy to Pure. The decision as to whether a trading signal should be forwarded to the broker is at the complete and free discretion of Pure. The Strategy Provider has no claim to the forwarding of trading signals transmitted to Pure.
- 4.13 If Strategy Investors follow the Strategy Provider on the Platform and thereby generate profits, the Strategy Provider will receive 66% of the Performance Fee that Strategy Investors pay to Pure due to the fact that they follow the Strategy Provider's strategy.
- 4.14 The Strategy Provider's claim to the share of the performance fee pursuant to Clause 4.11 is subject to the condition that Pure actually receives the full performance fee. If Pure does not receive the full Performance Fee accrued, the Strategy Provider shall only be entitled to his share of 66% of the amounts actually received by Pure.
- 4.15 If Pure's exercise of discretion in accordance with Section 4.12 results in the Strategy Provider incurring a loss or generating a lower or no profit due to the non-transmission of one or more trading signals, or if the Strategy Provider thereby earns a lower or no performance fee, the Strategy Provider shall not be entitled to claim damages or any other financial compensation from Pure.

5 Presentation of the Strategy Provider on the Platform

- 5.1 After conclusion of the Agreement with the Strategy Provider, Pure will set up a profile page for the Strategy Provider which serves to inform clients of Pure about the trading strategy of the Strategy Provider, the results achieved

- by the Strategy Provider and the amount of capital invested by the Strategy Provider himself. The corresponding information will be entered on the Strategy Provider's profile page partly by Pure and partly by the Strategy Provider.
- 5.2 Self-promotional elements of the Strategy Provider on the profile page
 - 5.2.1 The Strategy Provider must choose a name for his profile. The chosen name does not have to be the actual name of the Strategy Provider used in official documents. The chosen name must not violate legal provisions or the rights of third parties. Furthermore, it is prohibited to use a name that is in any way immoral or capable of insulting or disparaging other persons or companies, including Pure and companies affiliated with Pure.
 - 5.2.2 The Strategy Provider has the option to describe his trading strategy in his profile. If the Strategy Provider makes use of this option and describes his trading strategy, he is obliged to adhere to the described strategy in his trading activities.
 - 5.2.3 If Pure has permitted the Strategy Provider pursuant to Clause 4.5 to offer several trading strategies on the Platform, the provisions of Clause 5.2.2 shall apply accordingly to each individual trading strategy. All trading strategies of the Strategy Provider are displayed and shown in the profile of the Strategy Provider.
 - 5.3 Information published by Pure about the Strategy Provider
 - 5.3.1 In addition to the elements described in Clause 5.2, with which the Strategy Provider describes himself and his trading activities, the Strategy Provider's profile also contains information about the Strategy Provider's trading activities provided by Pure.
 - 5.3.2 The information provided by Pure on the Strategy Provider's profile page is intended to enable clients of Pure to inform themselves as objectively as possible about the Strategy Provider's strategy, the implementation of this strategy and the results achieved with it. Pure has the right to decide at its own discretion which key figures, evaluations, overviews and information about the Strategy Provider's trading activities are published on the Platform.
 - 5.4 Pure has the right to provide clients with information about Strategy Providers outside of Strategy Provider profile pages. In doing so, Pure may compare different Strategy Providers and/or their strategies, trading

successes, as well as existing risks and other aspects. For this purpose, Pure may, at its own free discretion, highlight selected trading strategies on the Platform in advertising or in any other way vis-à-vis clients and/or publish ranking lists of trading strategies in which trading strategies are evaluated on the basis of certain criteria and presented in a corresponding ranking order. The selection of the relevant criteria is the responsibility of Pure; Pure is free to decide on the criteria to be applied.

- 5.5 If Pure does not have sufficient information about the trading activity of the Strategy Provider carried out on the Platform, because his trading activity on the Platform has not yet lasted long enough or has been interrupted for a not insignificant period of time, Pure has the right, when publishing the information in accordance with Clauses 5.3 and 5.4, to publish appropriate information on the Platform about the trading activity of the Strategy Provider carried out on other platforms or with other brokers. In doing so, Pure will point out that the relevant information is not based on the Strategy Provider's trading activity on the Platform of Pure.

6 Rights to the Signals, Statistics and Analyses

- 6.1 Pure is entitled to the rights to all trading signals resulting from the trading activity of the Strategy Provider carried out on the Platform ("Strategy Provider Trading Signals") as a non-exclusive right. A trading signal within the meaning of the preceding sentence is any order transmitted by the Strategy Provider to Pure to execute a transaction in the Pooled Account as defined in Section 4.4.
- 6.2 The rights referred to in paragraph 1 shall include a non-exclusive, transferable right, unlimited in time and space, to use, publish and reproduce the Strategy Provider's trading signals as well as the data resulting from the Strategy Provider's trading activities carried out on the Platform. In addition, the rights referred to in paragraph 1 also include the following rights in particular:
- publish the Strategy Provider's trading signals on the Platform, on other websites or in other media;
 - sell and/or transfer the Strategy Provider's trading signals to third parties;

- analyse and evaluate the Strategy Provider's trading signals statistically or in any other way;
- compare the Strategy Provider's trading signals in rankings or otherwise with any benchmarks;
- sell evaluations of the Strategy Provider's trading signals and comparisons thereof with any benchmarks or publish them on the Platform, on other websites or in other media.

6.3 Insofar as this allocation of rights to Pure does not already result from the provisions of this Agreement or general legal principles, the Strategy Provider undertakes, at the request of Pure, to perform all acts necessary to transfer the rights referred to in Clauses 6.1 and 6.2 to Pure.

6.4 The transfer of the rights pursuant to Clauses 6.1 and 6.2 shall be fully satisfied by the claim to payment of the remuneration agreed in this Agreement.

7 Data Protection

7.1 With regard to the protection of personal data of the Strategy Provider, the “Information on the Processing of Data” of Pure apply.

7.2 In order to perform this Agreement, it is necessary to publish the profile name of the Strategy Provider on the Platform.

7.3 If the profile name is personal data, the profile name may be processed by Pure during the term of this Agreement on the basis of Article 6(1)(b) of the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, hereinafter referred to as the GDPR) even without the consent of the Strategy Provider.

7.4 Given that the legal basis referred to in Clause 7.3 may cease to be applicable after termination of the Agreement at hand, the Parties agree that Pure shall have the right to process the Strategy Provider's profile name on the basis of Art. 6 (1)(f) GDPR after termination of the Agreement. The Strategy Provider acknowledges that this is necessary to safeguard the legitimate interests of Pure and that these legitimate interests of Pure, taking into account the previous commercialisation of the profile name, generally

outweigh the interests or fundamental rights and freedoms of the Strategy Provider. The Strategy Provider agrees to the processing of the profile name by Pure after the termination of this Agreement.

8 Obligation of Confidentiality

- 8.1 The Strategy Provider undertakes to treat as strictly confidential all Confidential Information of Pure or companies affiliated with Pure of which he obtains knowledge in connection with this agreement for the term of the agreement concluded between him and Pure and for two years after its termination and neither to disclose it to third parties without prior written consent nor to permit such disclosure.
- 8.2 The confidentiality obligation agreed in Clause 8.1 does not apply to
- the disclosure of the information to "Authorised Persons". Authorised Persons shall be deemed to be:
 1. the executive bodies of the Strategy Provider, if the members of the respective body have previously submitted a written declaration for the attention of Pure, according to which they undertake to maintain secrecy to the same extent as the Strategy Provider in accordance with the provisions of this Agreement;
 2. the employees of the Strategy Provider, if they have previously submitted a written declaration for the attention of Pure, according to which they undertake to maintain secrecy to the same extent as the Strategy Provider pursuant to the provisions of this Agreement;
 3. companies affiliated with the Strategy Provider, their executive bodies, shareholders and employees, provided that the persons concerned are each subject to a confidentiality obligation vis-à-vis Pure which does not fall short of the protection afforded by this Agreement;
 4. professional advisors of the Strategy Provider who are bound to confidentiality, as well as other advisors of the Strategy Provider, if they have previously submitted a written declaration for the attention of Pure, according to which they

are bound to confidentiality to the same extent as the Strategy Provider in accordance with the provisions of this Agreement.

- information which was already in the public domain at the time the Strategy Provider became aware of it or which subsequently becomes public domain without a breach of this Agreement or confidentiality obligations of Authorised Persons or with the consent of Pure.
- cases in which Pure has given its prior written consent to the passing on or disclosure of the confidential information.
- cases in which a ruling by a competent court against which there is no right of appeal with suspensive effect orders the transfer or disclosure of the confidential information.
- cases in which an order of a competent authority, against which no appeal with suspensive effect can be lodged, orders the transfer or disclosure of the confidential information.

8.3 The Strategy Provider shall inform all Authorised Persons who receive Confidential Information, other than those who are legally bound to confidentiality for professional reasons, of the content and scope of the confidentiality-related obligations under this Agreement and shall ensure that all Authorised Persons comply with the confidentiality-related obligations of this Agreement.

8.4 The Strategy Provider shall in each case bear the burden of proving the existence of an exception to the obligation of confidentiality.

8.5 "Confidential Information" within the meaning of this Clause 8 means all financial, technical, economic, legal, tax, business, employee-related or management-related or other information (including data, records and know-how) relating to Pure or any of its Affiliated Companies which is made available to or otherwise comes to the attention of the Strategy Provider, its executive bodies, employees, consultants, service providers or other third parties acting on his behalf, directly or indirectly, by Pure or any of its Affiliated Companies. The content of this Agreement also constitute Confidential Information.

8.6 An "Affiliated Company" is a company within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG).

8.7 For each case of culpable breach of confidentiality obligations by the

Strategy Provider or Authorised Persons of the Strategy Provider, Pure shall have a claim against the Strategy Provider for payment of an appropriate contractual penalty, the amount of which shall be determined by Pure at its reasonable discretion and the appropriateness of which may be the subject of a review by the competent court at the instigation of the Strategy Provider. The payment of the contractual penalty does not affect the assertion of further damages by Pure. A contractual penalty paid is to be offset against any claims for damages, whereby the contractual penalty represents the minimum damage.

9 Strategy Provider as Freelancer

- 9.1 The Strategy Provider is free in the design of the content, the choice of his place of work and his working hours. The Strategy Provider is not subject to any instructions from Pure in the provision of his services.
- 9.2 The Strategy Provider provides his services in his own name and for his own account.
- 9.3 The Strategy Provider is not authorised to represent Pure.

10 Responsibility for Content, Compliance with legal Requirements

- 10.1 The Strategy Provider is solely responsible for all content created by him. The Strategy Provider is responsible for ensuring that the sole rights of use for the content entered by him on his profile page and the trading signals transmitted by him to Pure lie with him and that he does not infringe any rights of use of other persons.
- 10.2 The Strategy Provider is responsible for ensuring that in providing his services to Pure he complies with all applicable legal requirements, in particular the requirements of the German Securities Trading Act (WpHG) and the Market Abuse Regulation (Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse).

11 Provision of the Platform

- 11.1 Pure will, with the exception of the cases described in Clause 11.2, provide the Platform on which the Strategy Provider can trade and present himself in

his profile. In doing so, Pure is free to decide how the Platform is offered, e.g. whether the platform is accessible via a website and/or an app and/or by another technical means.

- 11.2 Pure has the right to restrict or interrupt the operation and accessibility of the Platform, e.g. in order to conduct maintenance. The Strategy Provider has no claim to Pure providing the Platform permanently without interruption. Pure will make every reasonable effort to inform the Strategy Provider in good time of any restriction or interruption to the operation or accessibility of the Platform so that the Strategy Provider is able to arrange his plans in relation to his trading activities accordingly.

12 Severability Clause

In the event that any provision of this Agreement is or becomes invalid or unenforceable in whole or in part, or in the event that this Agreement contains unintended omissions, the validity of the remaining provisions of this Agreement shall not be affected thereby. In place of the invalid, unenforceable or missing provision, such valid and enforceable provision shall be deemed to be agreed between the parties as the parties would have agreed, taking into account the economic purpose of this Agreement, if they had been aware of the invalidity, unenforceability or absence of the provision in question when concluding this Agreement. The parties are obliged to confirm such a provision in due form, but at least in text form.

13 Final Provisions

- 13.1 The contractual relationship shall be governed by German law under exclusion of provisions that lead to the application of another jurisdiction. If the Strategy Provider has concluded this Agreement as a consumer and does not have his habitual residence in the Federal Republic of Germany at the time of conclusion of the Agreement, the application of mandatory legal provisions of the country in which he has his habitual residence shall remain unaffected by the choice of law made in sentence 1 of this Clause.
- 13.2 No ancillary agreements to this Agreement have been made. Amendments and supplements must be made in text form to be effective. This also applies to the waiver of the text form requirement.

- 13.3 The place of jurisdiction for all disputes arising from this Agreement is Duesseldorf (Germany).