

Information for users of ayondo auto execution

Information for users of ayondo auto execution

(pursuant to § 312d paragraph 2 BGB in conjunction with Article 246b § 2 paragraph 1 and Article 246b § 1 paragraph 1 EGBGB as well as § 312i BGB in conjunction with Article 246c EGBGB)

1 INFORMATION ABOUT THE SERVICE PROVIDER

Service provider: ayondo portfolio management GmbH

Share Capital: 50.000 €

Registered Office: Niddastraße 91, 60329 Frankfurt am Main, Germany

Telephone: +49 (0) 69 99 99 941 50

Fax: +49 (0) 69 99 99 941 64

Email: service@ayondo.com

Commercial Register: District Court of Frankfurt am Main, HRB: 102933

Authorized Representatives: Robert Lempka and Kurt Ziegler

2 MAIN BUSINESS ACTIVITY OF AYONDO PORTFOLIO MANAGEMENT GMBH

The service offered by ayondo portfolio management GmbH (hereinafter referred to as ayondo) is a social trading service and consists of providing the platform ayondo auto execution as well as routing of the signals generated by this platform to the broker, ayondo markets Ltd (“ayondo markets”). The supervisory authority responsible for ayondo is the German Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, BaFin). ayondo is assigned to the compensation scheme of securities trading companies (Entschädigungseinrichtung der Wertpapierhandelsunternehmen, EdW).

3 INFORMATION ON THE FINANCIAL SERVICE PROVIDED

ayondo auto execution is an internet-based tool which allows the trades of selected traders (“ hereinafter referred to as Top Traders”) to be reproduced in the user's own account almost in real time. As a user of this tool you can choose the Top Traders at your own discretion. You can also define further parameters, such as risk related settings, markets, a mix of up to five Top Traders, and more.

In order to make the trades retraceable, all Top Traders registered with ayondo publish their trades on the website www.ayondo.com. ayondo obtains the trade information from there, converts it into signals and routes it directly into your broker account. The broker ayondo markets, then carries out the corresponding trades.

Although the provision of the platform and the routing of the signals is classified by the banking supervisory authorities as portfolio management. You should be aware that the service has little to do

with classical portfolio management, commonly known as asset management. Virtually everything that is taken care of for customers by classic asset management can and must be done by the customer of ayondo auto execution itself. It is not ayondo but the user itself that selects and monitors the Top Traders, sets the risk parameters and chooses the markets. If at all, one can at best speak of an atypical asset management.

4 PARTNERS OF AYONDO

In order to provide the services described in Section 3, ayondo works with several partners who are part of the group of companies of ayondo.

For the operation of the website and other marketing related activities ayondo cooperates with:

ayondo GmbH

Niddastraße 91

60329 Frankfurt am Main, Germany

Authorised Representatives: Robert Lempka and Sarah Brylewski

For the execution of trading signals generated by the platform ayondo auto execution, ayondo cooperates with the broker:

ayondo markets Limited

10th Floor, Linen Court, 10 East Road

London N1 6AD, United Kingdom

Authorised Representatives: Robert Lempka and Edward Drake

5 DETAILS OF THE CONCLUSION OF THE CONTRACT

The contract with ayondo is concluded electronically by consenting to the Terms and conditions for ayondo auto execution. This is done by going through the following technical steps:

5.1 START OF THE PROCESS

If you decide to use the social trading service of ayondo, you must click the "Open account" button on the "Social Trading" section of the ayondo website.

5.2 YOUR PERSONAL DATA AND MAKING AN OFFER

You must then enter the required information into the entry form that opens. In addition, you will be asked to provide information of your knowledge and experience with regards to financial instruments and financial services, your financial situation and the objectives you intend to pursue with Social Trading. This screen also contains links to all information about ayondo and its services (company brochure, general terms and conditions, information for consumers, risk disclosure, principles of dealing with conflict of interests, data protection policy). You must then confirm that you have read these documents. It is strongly recommended that you do so as these documents contain important information about the company and the service. Once you have entered the required information and click on the "Check Statements Now" button located at the bottom of the page, you will be shown all the information you have provided on an overview page. You can then verify this information and, if necessary, correct any errors by clicking the "Back" button of your browser to return to the previous page and change the information there. If you do not wish to conclude the

contract with ayondo, you can close your browser or access any other website. If you click on the "Start Social Trading Now" button on the overview page, you will have made an offer to conclude the contract.

5.3 SUITABILITY TEST

ayondo is legally obliged to check whether the service it provides corresponds with your investment objectives, whether you can financially bear any risks associated with it and whether you have sufficient knowledge and experience to understand the related risks. This will be verified on the basis of the information you provide. If this assessment shows that ayondo's service is not suitable for you, you will not be able to conclude the contract with nor make use of the service of ayondo.

5.4 IDENTIFICATION

Furthermore, ayondo is obliged to identify users who are not only staying temporarily in Germany or whose place of residence is in Germany. If the user does not successfully complete the identification process, ayondo portfolio management GmbH will not enter into a contract with the user and the user will thus not be able to use ayondo auto execution.

ayondo offers three identification options:

- the Post Identification process through Deutsche Post AG,
- the (online) Video Identification carried out by IDnow
- identification provided by Authada through the chip connected with the user's identity card, along with the corresponding PIN.

6 MINIMUM TERM AND TERMINATION OPTIONS

The contract between you and ayondo has no minimum term.

Termination of the contract is possible for both parties by giving 5 business days notice.

Termination for good reason is possible without notice.

The termination must be given in writing (which includes email) and addressed to:

ayondo portfolio management GmbH

Niddastraße 91

60329 Frankfurt am Main

Germany

Email: service@ayondo.com

7 TOTAL PRICE

Using the service of ayondo does not require you to make any separate payments. Instead ayondo is remunerated by the broker ayondo markets paying a part of the spread to ayondo. By signing the contract you agree to this form of remuneration. The amount of the remuneration of ayondo cannot be calculated in advance but depends on various factors such as the volume of trades you make and the traded markets. Further information can be provided by ayondo on request.

8 PAYMENT AND FULFILLMENT OF THE CONTRACTUAL OBLIGATIONS

The payment of the service by you is done via ayondo markets as described in Section 7. Except for agreeing to the debiting of your broker account with ayondo markets, if required, no further payment action is necessary.

The contractual obligations by ayondo are fulfilled by providing the platform and by routing the signals generated by the platform.

9 TAXES AND COSTS

When using the service of ayondo taxes and costs may be incurred in addition to the charges levied by ayondo. Additional costs may arise, for example, in connection with the use of the internet. Ayondo does not deduct any incurred taxes and costs. The question of whether you incur taxes are to be ascertained by you. We therefore advise you to consult with a tax advisor or lawyer to clarify these questions.

With regards to further costs and expenses not charged by ayondo, please note that although trading CFDs does not result in charges, there is a difference between the purchase price and the sale price of the CFDs (spread). For further information, please refer to the "Risk Notices" document.

10 NO RIGHT OF REVOCATION

You have no right of revocation after conclusion of the contract.

11 CONTRACT LANGUAGE AND CONTRACTUAL CLAUSES CONCERNING THE LAW APPLICABLE TO THE CONTRACT AND THE COMPETENT COURT

The contractual relationship shall be governed exclusively by German law both before and after conclusion of the contract. If you concluded this contract as a consumer and do not have your place of permanent residence in Germany, sentence 1 shall not apply to mandatory provisions of the your home country's jurisdiction. The court of jurisdiction is governed by statutory provisions. The language of the contract and the language in which ayondo will communicate with customers is English.

12 RISK NOTICE

The financial services offered involve specific risks. The maximum risk is the loss of funds deposited into the broker account. The profits generated by signal providers in the past, as far as presented on the website, are not an indicative of future profits. A detailed explanation of risks can be found in the "Risk Disclosure" document.

13 VALIDITY OF THE OFFER AND THE INFORMATION PROVIDED

The offer of ayondo to provide the service described in Section 3 is not limited in time. The validity period of the information provided is not subject to any time restrictions.

14 OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES

Notwithstanding the right to make claim through the courts, you may, in the case of disputes arising in connection with the contract concluded with ayondo, contact the arbitration board established by Deutsche Bundesbank in accordance with § 14 UnterlassungsklagenG, which is competent for disputes relating to distance selling contracts for financial services. Contact Information:

Deutsche Bundesbank

Postfach 11 12 32

60047 Frankfurt

Telefon: +49 (0) 69 2388 1907

Fax: +49 (0) 69 2388 1919

Email: schlichtung@bundesbank.de

Apart from the arbitration board, ayondo is not obliged to and will not take part in dispute resolution proceedings at a customer arbitration board.

15 GUARANTY FUND OR OTHER COMPENSATION SCHEME

ayondo is assigned to the compensation scheme of securities trading companies (Entschädigungseinrichtung der Wertpapierhandelsunternehmen, EdW). No additional guaranty fund exists and you will not be able to seek compensation with any other

compensation scheme in the event of a default or insolvency of ayondo..

16 SPECIFIC ADDITIONAL COSTS RELATED TO DISTANCE COMMUNICATION TECHNOLOGY

There are no specific additional costs billed by ayondo for using distance communication technology.