TERMS AND CONDITIONS

Last updated: October, 2025.

These Terms and Conditions (the "Terms") govern the provision of services by CUSP Limited ("CUSP",

"we", "us", "our") to you ("you", "Client"). The Terms define the core aspects of our relationship,

including services such as arranging deals in investments and providing financial product advice.

CUSP Limited, a company duly incorporated and existing under the laws of the Dubai International

Financial Centre ("DIFC"), holds commercial license number 10863, with its registered office at Gate

District 04, Level 06, Office 17, DIFC, Dubai, United Arab Emirates. CUSP Limited is authorised and

regulated by the Dubai Financial Services Authority ("DFSA") pursuant to a Category 4 License,

inclusive of Retail Client and Islamic Endorsements.

These Terms form a legally binding agreement (the "Agreement") between you and CUSP, governed by

the laws of the DIFC. Your continued use of the CUSP platform and services signifies your acceptance of

these Terms. If you do not agree, you must discontinue use immediately.

This Agreement constitutes a client agreement for the purposes of the DFSA and comes into effect when

you indicate your acceptance by clicking the "Accept" button or similar action on the Platform/Mobile

App.

Definitions and Interpretation

The following terms shall have the meanings assigned to them below, unless the context clearly indicates

otherwise:

"Account" refers to the account established and maintained by you pursuant to the terms of this

Agreement, through which you access the services provided under this Agreement, including the

execution of transactions and advisory services.

"Investment Strategy" refers to the personalised strategy and portfolio allocation recommended by

CUSP for you, taking into account your investment goals, risk tolerance, financial circumstances, and

responses to the risk tolerance questionnaire, as assessed in accordance with this Agreement.

"Platform" refers to the proprietary CUSP mobile application and/or online platform, including all

associated software, features, and functionalities, through which CUSP provides services to you under

this Agreement.

"Regulated Third Party" Refers to AlpacaDB, Inc., a registered broker-dealer and member of the

Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation

(SIPC), or any successor entity, authorised to provide regulated financial services as defined under applicable laws and regulations.

"Third Party Partner" Any individual or corporate entity that is not directly affiliated with CUSP's business but collaborates with CUSP to provide complementary services and/or features ancillary to those offered on the Platform. Third Party Partners may include software developers, data processors, payment processors, content providers, or any other third party integrating their own services with the Platform to enhance its functionality and offerings for Users.

Any references in this Agreement to laws, statutes, rules, or regulations shall be deemed to include any amendments, modifications, supplements, or re-enactments thereof, as well as any regulations or rules issued under them.

Headings in this Agreement are for convenience only and shall not affect its interpretation.

Words importing the singular include the plural and vice versa, and references to any gender include all genders.

1. General Information

- 1.1. This Agreement sets out the terms on which CUSP provides financial services to you. It becomes legally binding, and we will commence service provision upon receiving confirmation of your completed account opening process and satisfactory identification and anti-money laundering verification documentation.
- 1.2. CUSP arranges deals in financial instruments and provides a streamlined advisory service to facilitate investment in recommended strategies, where applicable. We will collect relevant financial information, including your annual net income and liquid net wealth, to identify suitable investment strategies. However, we do not provide advice on existing investments, debt management, tax efficiency, or specific income needs. For broader financial advice, you may contact your assigned advisor or our financial advisory team.
- 1.3. The terms of this Agreement, the adopted Investment Strategy, the Regulated Third Party terms and conditions, CUSP's Privacy Policy, and any applicable Promotions (including Schedule 1) govern your use of our services.
- 1.4. You acknowledge that investing carries inherent risks, including potential capital loss. CUSP makes no guarantees regarding investment performance, income generation, or the achievement of your investment or savings goals.
- 1.5. CUSP does not provide taxation, administrative, legal, or accounting services or advice.

- 1.6. This Agreement and all transactions are subject to applicable regulations. CUSP reserves the right to cancel, suspend, or restrict your account as required under DFSA Rules.
- 1.7. We are committed to providing services with a level of care, diligence, and skill reasonably expected from a prudent financial advisor under similar circumstances.
- 1.8. In the event of a conflict between this Agreement and applicable regulations, the latter shall prevail. This Agreement does not exclude or limit our regulatory obligations.
- 1.9. CUSP may take any action necessary to ensure compliance with applicable regulations. Such actions are binding on you and do not render us, our directors, officers, or employees liable.

2. Client Classification

- 2.1. Under DFSA rules, we classify clients as follows:
 - (i) **Retail Client**: You will be treated as a Retail Client by default, providing you with the highest level of regulatory protection.
 - (ii) **Professional Client**: Upon meeting the criteria of <u>Assessed Professional Clients under</u> <u>DFSA's rules</u>, including a net asset declaration of at least USD 1,000,000.
- 2.2. In accordance with DFSA rules, CUSP will treat you as a Retail Client by default.
- 2.3. If you satisfy the DFSA criteria for classification as a Professional Client, CUSP may categorise you accordingly and reserves the right to reject an application for Professional Client classification or to terminate agreements with you by providing prior notice.
- 2.4. If you have been classified as a Professional Client, you may request, in writing, to be reclassified as a Retail Client at any time to engage our Platform and use the services being benefited from the enhanced protections granted to Retail Clients under DFSA rules. CUSP will implement such reclassification upon confirmation of your written request.
- 2.5. You may be required to provide additional consents before gaining access to the full range of services offered by CUSP. CUSP shall not be liable for any losses incurred due to delays in this process.
- 2.6. You are responsible for informing us of any changes to your circumstances that may affect your classification.

3. Suitability and Appropriateness Assessment

- 3.1. Unless otherwise agreed in writing, CUSP will assess suitability before recommending or advising you on a financial product or investment arrangement. This includes an assessment of:
 - (i) Your financial needs, objectives, and situation; and
 - (ii) Your risk tolerance, knowledge, experience, and understanding of investment risks are based on the information you provide.

- 3.2. We will not assess suitability if:
 - (i) We are merely promoting a financial product or service to you; or
 - (ii) You instruct us to arrange an execution-only transaction.
- 3.3. In such cases, CUSP has no duty to advise you on the suitability of the execution-only transaction or any subsequent investment arrangement. You are solely responsible for determining whether such transactions align with your investment objectives.
- 3.4. When using the Platform, you must provide personal and financial information to determine whether investing is suitable for you. If deemed suitable, you may proceed with opening an account. You are responsible for providing accurate and complete information to ensure the suitability of CUSP's services.
- 3.5. You will select an investment portfolio from the recommended options on the Platform. Unless otherwise directed in writing, CUSP will recommend investment strategies based on your profile and financial circumstances. The effectiveness of these recommendations depends on the accuracy of the information you provide.
- 3.6. You agree to provide complete and accurate information and any documents required by CUSP, at its sole discretion, to provide the services outlined in this Agreement.
- 3.7. If CUSP determines that a specific investment product is not appropriate for you based on your knowledge and experience, we will issue a written warning. If you still wish to proceed, senior management may allow you to do so at their discretion. In such cases, you acknowledge that you may be exposing yourself to risks beyond your expertise and capacity to assess or control.
- 3.8. If we accept your application and have completed our appropriateness assessment and due diligence requirements to our satisfaction, we will facilitate the opening of an Account for you. Confirmation of account opening will be provided via electronic correspondence, along with copies of the relevant Agreements for your records. Upon confirmation, you may proceed with depositing funds into your trading account.
- 3.9. We may require additional information from you in the future, particularly if you wish to trade in a new product type or sector. Failure to provide the requested information may result in our inability to assess whether the transaction is appropriate for you. Consequently, we may restrict or deny access to certain products or features on the Platform.
- 3.10. We reserve the right to reassess your suitability and the appropriateness of the products offered to you if you notify us of material changes to any factors upon which our initial assessment was based.
- 3.11. The appropriateness assessments conducted under these Terms apply in addition to any other assessments we are required to perform under applicable regulatory requirements. These

assessments may also extend to third-party obligations related to the products and services we offer.

4. Scope of Services

- 4.1. CUSP operates a digital trading platform that facilitates the arrangement of investment deals with third-party providers. In addition, CUSP may, upon request, provide advisory services and limited promotional incentives to encourage initial engagement with Tailored Portfolios, subject to Schedule 1. The provision of such investment management, advisory services, and Promotions shall be subject to the terms and conditions of this Agreement.
- 4.2. CUSP reserves the right to appoint affiliates, delegates, agents, or Third Party Partners to perform part or all of its obligations under this Agreement. Notwithstanding any such delegation, CUSP shall remain responsible for its obligations to you, provided it has exercised reasonable care and diligence in the selection and monitoring of such third parties.
- 4.3. In performing its obligations under this Agreement, CUSP may engage Third Party Partner service providers for:
 - (i) pricing, market, or valuation information and assessment services;
 - (ii) identity verification;
 - (iii) broking, dealing, or registrar services; and
 - (iv) Shariah-compliant investment filters.
- 4.4. CUSP shall not be liable for the acts, omissions, or performance of such Third Party Partner service providers, provided CUSP has exercised reasonable care and diligence in their selection and engagement.
- 4.5. By entering into this Agreement, you represent and warrant that:
 - (i) You are duly authorised to enter into and perform your obligations under this Agreement;
 - (ii) You are at least eighteen (18) years of age;
 - (iii) You have not been previously suspended or removed from using services provided by CUSP or any of its Regulated Third Party Providers;
 - (iv) Your registration and use of services provided by CUSP comply with all applicable laws and regulations;
 - (v) You will not authorise any individual to access or use CUSP's services on your behalf;
 - (vi) You are not a resident, citizen, or Green Card holder of the United States of America; and
 - (vii) You are the sole legal and beneficial owner of the funds and assets held in your account, with no other party holding a claim to such funds or assets.

- (viii) You further agree to promptly notify CUSP in the event any of the above representations and warranties cease to be true.
- 4.6. By entering into this Agreement, you acknowledge and agree that:
 - (i) You have not relied on any representations, statements, or warranties other than those expressly set out in this Agreement;
 - (ii) CUSP is not responsible for the performance or services provided by third-party service providers;
 - (iii) You have read, understood, and accepted the terms and conditions of this Agreement, including any applicable customer agreements with Regulated Third Party Providers;
 - (iv) The services provided by any Third Party Provider shall be exclusively governed by the terms and conditions set forth by the respective Third Party Provider.

4.7. Arranging Deals and Platform Usage

- (i) CUSP's self-directed investment platform enables retail clients to take control of their financial decisions. While the platform provides tools, resources, and guidance to assist users in making informed investment choices, the final investment decisions remain solely with the clients. These tools include market data, fundamental analysis, and portfolio insights, enabling clients to assess their risk tolerance and investment objectives effectively.
- (ii) The platform is designed to accommodate both independent investors and those seeking guidance, offering access to a broad range of financial instruments, primarily U.S.-listed securities, to support their investment objectives.
- (iii) The platform also offers portfolio guidance tools that generate insights based on a client's risk profile and financial position. While these tools provide guidance and analytical resources, clients retain full responsibility for their investment decisions.
- (iv) The execution of trades initiated by clients through the platform is facilitated by a Regulated Third Party, which ensures seamless access to the U.S. stock market. The Regulated Third Party executes trades in real-time via its API, maintaining accuracy and efficiency in the trade execution process.
- (v) Once a client submits a trade request through the CUSP platform, the request is promptly transmitted to the Regulated Third Party for execution. The Regulated Third Party provides custody services to safeguard client assets in accordance with applicable regulatory requirements, ensuring that all securities and funds are securely maintained.
- (vi) All trade execution and account management activities are conducted exclusively through the Regulated Third Party, ensuring a secure and seamless investment experience for clients.

- CUSP does not execute trades directly but facilitates access to investment opportunities through its integration with the Regulated Third Party.
- (vii) When instructing CUSP to execute an Execution-Only Transaction, you bear sole responsibility for the decision to invest. CUSP will not provide any advice or recommendations. The information available on our platform is for informational purposes only and does not constitute investment advice.
- (viii) CUSP does not manage client portfolios and does not exercise discretionary authority over client investments. Clients remain solely responsible for implementing and managing their investment strategies based on their personal financial goals and risk assessments.
- (ix) Unless explicitly stated, all transactions conducted through CUSP's platform are on an Execution-Only basis. CUSP does not provide tax or legal advice. Clients are encouraged to seek independent advice where necessary.
- 4.8. CUSP's platform offers an optional Islamic filter designed to assist clients in identifying Sharia-compliant investments. This feature is based on independent Third Party Partner assessments and is provided by Zoya Finance. While this filter aims to facilitate Sharia-compliant investment decisions, CUSP does not independently verify or certify the Sharia-compliance of listed securities, does not provide any guarantees or warranties in this regard, and advises clients to consult their own Sharia advisors for any concerns. Additionally:
 - (i) Certain regulated activities and services provided under Islamic Endorsement to our license granted by DFSA (the "Islamic Filter") may be conducted in accordance with Shari'a principles. To ensure compliance with these principles, CUSP has appointed Amanie Advisors Ltd., a firm licensed by the DIFC and headquartered at Al-Fattan Currency House, Tower 2, Unit 1304, DIFC, Dubai, as its Shari'a advisor. Amanie Advisors Ltd. administers CUSP's Shari'a Supervisory Board, which is responsible for reviewing and overseeing CUSP's adherence to Shari'a standards.
 - (ii) The Shari'a Supervisory Board comprises distinguished and recognised Shari'a Scholars who assess and approve the compliance of CUSP's services and products with Shari'a principles. To obtain details on the current composition of the Shari'a Supervisory Board, clients may refer to the contact details provided in Clause 17.
 - (iii) The composition of the Shari'a Supervisory Board and the Scholars serving therein may be subject to change from time to time at CUSP's discretion and without prior notice.
 - (iv) The Scholars on the Shari'a Supervisory Board periodically review and evaluate CUSP's products and services to ensure continued compliance with Shari'a principles. However, clients acknowledge that interpretations of Shari'a principles may vary, and CUSP shall not

- be liable for any differences in opinion regarding the compliance status of any particular investment or financial product.
- 4.9. Prior to commencing your investment journey and utilising the Platform, you must successfully complete and obtain approval for a risk tolerance assessment. This evaluation is conducted by us to assess your investment objectives, risk appetite, and financial circumstances, ensuring the suitability of investment products available to you. Access to the Platform and its services is contingent upon CUSP's approval of your assessment results.

5. Account Setup and Authorisation

- 5.1. To engage in transactions or access the services, you are required to establish an Account with the designated Regulated Third Party Provider through CUSP. CUSP acts solely as an arranger of deals to facilitate the account-opening process and to provide investment-related advice. For clarity, CUSP does not commingle funds and does not act as a custodian or holder of your assets.
- 5.2. The Account shall be fully registered in your name and remain under your sole ownership. You may access and manage this Account by logging into CUSP's platform, which serves as a secure interface for viewing and interacting with your account.
- 5.3. The account-opening process entails completing an online application and providing the information necessary for identification, verification, fraud prevention, sanctions screening, anti-money laundering (AML), and counter-terrorism financing (CTF) checks, as mandated by applicable laws, regulations, and CUSP's internal policies. This process will require you to provide personally identifiable information, tax residency details, and other data required by law. For advisory services, you may also be asked to provide details about your financial situation and investment objectives to ensure tailored recommendations.
- 5.4. CUSP will assist in the establishment of your Account, and you expressly authorise CUSP to:
 - (i) At your request and instruction, provide investment advisory and deal arrangement services within the scope specified by us and in accordance with the terms of this Agreement;
 - (ii) Offer you a Recommended Allocation for your personalised Investment Strategy, which may include automated recommendations on allocating your account balances into one or more Investment Portfolios. These portfolios may incorporate various Investment Methodologies and Executions and will be structured based on CUSP's assessment of suitability for you, considering your responses to risk tolerance assessments and any specific circumstances you communicate to us; and
 - (iii) Transmit buy/sell trade orders to the Regulated Third Party Provider for execution based on your instructions, including those aligned with the Investment Strategy you adopt.

- 5.5. You agree to deposit funds directly into your Account. You acknowledge that the laws and practices governing your Account will be those applicable to the Regulated Third Party Provider.
- 5.6. CUSP will act on your instructions to perform any actions reasonably necessary to pass orders on your behalf. For the duration of this Agreement, you irrevocably appoint CUSP as your true and lawful attorney, with full authority to act in your name and on your behalf, for the purposes of:
 - (i) Executing transactions in your Account based on your instructions;
 - (ii) Discharging CUSP's obligations to you under this Agreement; and
 - (iii) Taking any action that CUSP reasonably considers necessary or desirable to protect its rights under this Agreement.
- 5.7. You undertake to ratify and confirm, and by this Agreement do ratify and confirm, all actions taken by CUSP pursuant to this authority. You agree to execute and deliver any additional authorisations or documentation reasonably required to enable CUSP to perform its obligations under this Agreement.
- 5.8. CUSP and the Regulated Third Party Provider will have viewer access to your Account, allowing them to view account details and holdings for purposes related to this Agreement.
- 5.9. You are responsible for maintaining the confidentiality of your account credentials, including your password, and will be held accountable for all activities conducted under your account. CUSP reserves the right to remove, reclaim, or change any username you select if, in our sole discretion, the username is deemed inappropriate, obscene, or otherwise objectionable.

6. Advisory Services

- 6.1. CUSP, upon request, provides restricted advisory services wherein we advise you solely on the Recommended Allocation we deem suitable for you based on our assessment of your investment objectives and investor profile. The recommendations will be based on the information you provide and tailored to your financial objectives and risk profile.
- 6.2. CUSP provides automated advisory services through advanced analytical software designed to assess client portfolios, project potential growth, and generate investment recommendations. These services include scenario analysis, goal tracking, and portfolio optimisation to support informed decision-making.
- 6.3. Clients may select a pre-configured investment portfolio aligned with their risk tolerance, categorised as Low, Medium, or High. Alternatively, clients may opt for a consultation with a financial advisor to develop a personalised investment strategy tailored to their specific financial objectives and preferences.

- 6.4. During the initial consultation, the financial advisor will conduct a comprehensive assessment of the client's financial profile, considering their investment goals, risk appetite, and personal financial circumstances to formulate an appropriate investment strategy.
- 6.5. Given your investor profile, we will periodically review your Recommended Allocation to ensure its continued suitability. Our recommendations are typically made with a long-term investment perspective, taking into account your time horizon and tolerance for fluctuations in the value of your investments. We may choose not to adjust your Recommended Allocation in response to short- or medium-term market performance.
- 6.6. You are under no obligation to accept any advice or recommendations provided by us, including any Recommended Allocation. Unless expressly agreed otherwise, you retain full control and authority over your trading and investment decisions. You are entitled to accept, reject, or implement any advice, recommendation, or opinion (including an investment strategy) provided by us at your sole discretion.
- 6.7. You may elect to modify your Investment Strategy at any time. However, we are under no obligation to provide services in accordance with a modified strategy or proposed investments. You acknowledge and accept that you bear sole responsibility for ensuring that your proposed strategy and investments are suitable and appropriate for your individual objectives, financial situation, investment experience, knowledge, and needs.
- 6.8. Upon confirmation of your Investment Strategy, we will act on your instructions, subject to the following:
 - (i) We may recommend investments consistent with your Investment Strategy and, as your agent and at your sole risk, withdraw and invest monies in your Account in the relevant investments.
 - (ii) We may enter into transactions or arrangements on your behalf, including investing in various asset classes, closing transactions, managing your assets, selling assets, or settling sales orders, as necessary to execute your Investment Strategy.
 - (iii) All transactions, arrangements, and actions undertaken by us on your behalf will be executed as your agent, for your sole account and at your sole risk.
- 6.9. The Recommended Allocation percentages may be affected by events or circumstances beyond CUSP's control, including, but not limited to:
 - (i) Market or currency fluctuations,
 - (ii) Lack of availability of certain investments,
 - (iii) Transitions to alternative investments, or
 - (iv) Changes resulting from your revised Investment Strategy.

6.10. The compliance of an investment with the Recommended Allocation or any specifications communicated to you shall be assessed at the time of purchase. Subsequent changes in the value, status, or characteristics of an investment (including credit ratings) will not constitute a breach of the Recommended Allocation. CUSP will evaluate, as necessary, whether to adjust or replace investments (including ETFs or other assets) in light of any relevant factors to ensure the ongoing suitability of your investments for your Account.

7. Subscription Services

- 7.1. CUSP offers subscription services that provide additional features, including access to market insights, investment planning tools, and third-party offers. We will use reasonable efforts to process your subscription promptly; however, activation is not guaranteed within a specific timeframe. Access to subscription services will only be granted upon successful verification of payment and contact details. You will receive confirmation of your subscription acceptance via email.
- 7.2. You agree to provide accurate, complete, and up-to-date purchase and account information for all transactions conducted via the Platform. You further agree to promptly update your account and payment details, including your email address, payment method, and payment card expiration date, to enable the successful processing of transactions and communications. Payments for purchases made through the Platform will be billed via an online billing account.
- 7.3. You agree to pay all applicable charges or fees at the prevailing rates at the time of purchase. By completing a purchase, you authorise us to charge your designated payment provider for the total amount due. For purchases subject to recurring charges, you consent to CUSP automatically charging your payment method on a recurring basis without requiring your prior approval for each recurring charge unless and until you notify us of your cancellation.
- 7.4. We reserve the right to correct any pricing errors or discrepancies, even after payment has been requested or received. Furthermore, we reserve the right to refuse any order placed through the subscription service at our discretion.
- 7.5. Unless otherwise stated in a specific subscription offer, if you select an auto-renewal option, your subscription will automatically renew at the end of the initial term (and at the end of each subsequent renewal term) for the same duration and at the prevailing subscription fee, which is subject to change. If you do not select an auto-renewal option, you will be notified before the subscription term ends with an option to renew.
- 7.6. You may cancel your subscription at any time and for any reason. However, any such cancellation will remain subject to the termination provisions outlined in this Agreement. Unless

- otherwise specified, you have a 60-day period to cancel your subscription starting from the date of confirmation.
- 7.7. Cancellation requests must be made in accordance with the procedures specified in this Agreement. Following cancellation, you will no longer have access to the subscription service after the current billing cycle. All fees paid are non-refundable, and no refunds or credits will be issued for any unused portion of the subscription period.
- 7.8. By subscribing to CUSP's services, you acknowledge and agree to these terms and conditions.

8. Third Party Partners

- 8.1. You acknowledge and agree that CUSP has entered into agreements with various Third Party Partners to facilitate the services provided under this Agreement.
- 8.2. All funds and securities associated with your account will be held by the Regulated Third Party Provider, and all transactions will be executed by them. You are required to deposit funds directly into your account, and you acknowledge that the laws and practices governing your account will be those applicable to the Regulated Third Party Provider. This may include compliance with regulations such as those enforced by the U.S. Securities and Exchange Commission (SEC) and the Financial Industry Regulatory Authority (FINRA). These laws and practices may impact your ability to recover funds deposited in your account.
- 8.3. In the event of the insolvency or default of a Regulated Third Party Provider, you understand and agree that:
 - (i) You may not be able to fully recover your investments or monies held with the Regulated Third Party Provider. Any shortfall may be shared pro rata among you and other clients of the Regulated Third Party Provider.
 - (ii) CUSP shall not be liable for any loss, damage, or expense you may suffer or incur as a result of the acts, omissions, or insolvency of the Regulated Third Party Provider.
- 8.4. Where investments are denominated in a foreign currency, such investments may be held in an omnibus custody account with an entity licensed, registered, or authorised to act as a custodian in the jurisdiction where those investments are held. You acknowledge that:
 - (i) The laws and practices governing custody accounts in such jurisdictions may differ from those of your home jurisdiction.
 - (ii) Depending on the applicable jurisdiction, these differences may affect your ability to recover investments held with the Regulated Third Party Provider.
- 8.5. Your investments and accounts with the Regulated Third Party Provider will be governed by their own account terms and conditions.

- 8.6. You acknowledge that you will enter into a separate agreement with the Regulated Third Party Provider, which will govern your relationship with them.
- 8.7. CUSP does not supervise, monitor, or assume responsibility for the activities, actions, or omissions of the Regulated Third Party Provider and disclaims all liability for any loss or damage arising from their conduct.
- 8.8. Any disputes between you and the Regulated Third Party Provider must be resolved directly with the Regulated Third Party Provider.
- 8.9. You understand and agree that all orders for the purchase of securities through your CUSP account will be authorised and executed by a Regulated Third Party Provider based on your representation that the purchase is intended to be genuine and in accordance with applicable regulations.
- 8.10. By utilising CUSP's services, you acknowledge and accept the above terms regarding the use of Regulated Third Party Providers.

9. Fees and Payments

- 9.1. The applicable fees and charges for CUSP's services will be detailed in the fee schedule to be provided to you, which shall form an integral part of this Agreement. CUSP reserves the right to modify the fees at any time without prior notice, unless otherwise required by applicable law or regulation. Any modifications to the fees shall take effect immediately upon publication in the updated fee schedule.
- 9.2. Payment of fees shall commence upon the confirmation of all necessary regulatory approvals required for the provision of the agreed services.
- 9.3. You acknowledge and agree that in the course of delivering services to you, CUSP may incur costs, fees, charges, and/or expenses from third parties, including but not limited to Regulated Third Party Providers. Any such costs, fees, charges, or expenses will be governed by the terms and conditions of the relevant third parties. You agree to bear full responsibility for any such costs, fees, or charges incurred.
- 9.4. Certain features and services offered by CUSP may be accessed through a subscription model. The fees for subscription-based services will be clearly disclosed at the time of subscription, and such fees will be charged in accordance with the terms agreed upon during the subscription process.
- 9.5. Unless explicitly stated otherwise, all subscriptions will automatically renew at the end of the initial term (and at the end of each subsequent renewal term) for the same duration and at the prevailing subscription fee. You are responsible for cancelling the subscription prior to its

- renewal date to avoid incurring charges for the subsequent period. Cancellation procedures will be outlined in the subscription terms and conditions.
- 9.6. Any fees or other sums payable to CUSP or any Third Party Partner under these investment terms, including applicable VAT, may be withdrawn from the designated User Account. You irrevocably authorise the Custodian or intermediary to process such payments. All fees, including those related to subscription services and other charges under this Agreement, will be deducted directly from your User Account as they become due. By entering into this Agreement, you expressly consent to CUSP debiting your User Account for the applicable amounts.

9.7. You agree that:

- (i) Fees and charges will be automatically deducted from your User Account without requiring further authorisation from you for each transaction.
- (ii) It is your responsibility to ensure that your User Account maintains sufficient funds to cover all applicable fees, subscriptions, and charges. Failure to maintain adequate funds may result in suspension or termination of the services provided under this Agreement.
- (iii) All deductions will be made in the specified currency as outlined in the *Fees Schedule* or as otherwise communicated to you.
- 9.8. In the event that a payment cannot be processed due to insufficient funds or any other issue, you agree to promptly fund your User Account and rectify the deficiency. CUSP reserves the right to charge interest on any overdue amounts at the rate specified in the *Fees Schedule* or, if not specified, at the maximum rate permitted by applicable law.
- 9.9. By agreeing to this provision, you confirm your acceptance of these payment terms and authorise CUSP to deduct applicable fees and charges directly from your User Account.

10. Instructions, Communication, and Reporting

- 10.1. Instructions may be submitted to CUSP via electronic communication, including but not limited to email, through your CUSP online account, or by scheduling a call using your CUSP dashboard. All written correspondence, including notices, should be directed to CUSP's registered office at the address provided at the top of this Agreement and on our website. Complaints must be submitted in accordance with the procedures set forth in this Agreement.
- 10.2. CUSP is entitled to act on any instructions that it reasonably believed to have originated from you or your authorised representative. You are solely responsible for safeguarding the security details associated with your Account and must not share them with any other party. If you have any reason to suspect that your security details have been or may be compromised, you must notify CUSP immediately.

- 10.3. You acknowledge and agree that:
 - (i) CUSP may delay acting on your instructions until it has satisfied itself, to its reasonable satisfaction, that the instructions originated from you or your authorised representative.
 - (ii) CUSP will not be liable for any losses or missed opportunities resulting from delays associated with verifying the validity or accuracy of instructions, particularly if the instructions, in CUSP's reasonable opinion, are unclear or incomplete.
- 10.4. CUSP shall not be liable for the suitability or advisability of any transactions executed at your instruction if:
 - (i) CUSP has advised you that the transaction is not suitable or advisable for you; or
 - (ii) CUSP is acting on an execution-only basis without providing advice or recommendations.
- 10.5. If CUSP recommends a course of action regarding your Account and you fail to follow the recommendation, CUSP shall not be responsible for the consequences of your inaction.
- 10.6. CUSP reserves the right, at its sole discretion, to refuse to act on instructions from you or your authorised representative if:
 - (i) There is reason to doubt the validity or authenticity of the instruction;
 - (ii) The instruction cannot be executed on the CUSP platform; or
 - (iii) The instruction is inconsistent with the Recommended Allocation or any other Investment Strategy agreed upon.
- 10.7. CUSP is under no obligation to engage with any third party to whom you have assigned, transferred, or otherwise encumbered funds, assets, or entitlements associated with your Account.
- 10.8. Transaction statements, valuation reports, summary account reports, and any investment commentary that CUSP chooses to provide will be delivered electronically, either via email to the address you have provided or through your CUSP dashboard.
- 10.9. You may request paper copies of any documents delivered electronically. CUSP reserves the right to charge a reasonable fee for providing paper copies.
- 10.10. All communications between you and CUSP shall be conducted in English. By entering into this Agreement, you confirm that you can read, write, and understand the English language. If you are uncertain about the meaning of any clause or documents provided by CUSP, you are advised to seek independent legal or professional advice.
- 10.11. You hereby authorise CUSP and its affiliates to record any telephone conversations, chats or electronic communications conducted between you and us or our personnel and to retain such recordings for as long as deemed necessary. Such recordings may be used by us in any manner we consider appropriate, including but not limited to verifying instructions, ensuring compliance

- with this Agreement, or for evidentiary purposes in any legal, regulatory, or dispute resolution proceedings.
- 10.12. You acknowledge and agree that these recordings shall be admissible as evidence in legal proceedings and shall have the same probative value as a written original document. You further waive any right to challenge or dispute the admissibility, reliability, accuracy, or authenticity of the contents of such recordings.
- 10.13. The recordings made by CUSP shall constitute conclusive evidence of the communications between the parties and shall be binding upon you.
- 10.14. By agreeing to these Terms and Conditions, you expressly consent to receive communications from CUSP, including but not limited to one-time passwords (OTPs), account notifications, service updates, transaction alerts, security verifications, and marketing materials, via electronic means, which may include email and Short Message Service (SMS) to the mobile number you have provided.
- 10.15. You acknowledge and agree that receipt of OTPs via SMS is a mandatory requirement for the setup and ongoing access to your account on the CUSP platform. Failure to maintain an accurate and active mobile number capable of receiving SMS may prevent you from accessing certain features or your account entirely.
- 10.16. You understand that SMS messages may be unencrypted and could be accessible by third parties, and you accept the associated risks. Standard messaging and data rates may apply, depending on your mobile service provider.

11. Confidentiality and Data Protection

- 11.1.We are committed to maintaining the confidentiality of all client information. Except as expressly provided in this Agreement, we will not disclose any information you provide to us to third parties without your consent. However, you acknowledge and agree that we may disclose such information under the following circumstances:
 - (i) As required by applicable laws, regulations, or legal processes;
 - (ii) To comply with requests from regulatory authorities or government agencies; or
 - (iii) To fulfil our obligations and provide the services contemplated under this Agreement, including disclosing information to third-party service providers, as necessary, to execute transactions or manage your account.
- 11.2. We collect, use, and store your personal data in strict compliance with the requirements of the DIFC Data Protection Law No. 5 of 2020 and any other applicable data protection laws and regulations. Your personal data will be processed solely for purposes that are necessary to deliver

- the services outlined in this Agreement and for other legitimate business purposes, as specified in our Privacy Policy.
- 11.3.By utilising our services, you confirm your understanding of and consent to the collection, processing, and storage of your personal data in accordance with this Agreement and our Privacy Policy. This includes:
 - (i) The use of your personal data to assess your suitability for investments and to comply with applicable anti-money laundering (AML), counter-terrorism financing (CTF), and other regulatory requirements;
 - (ii) The transfer of your personal data to third-party service providers, Regulated Third Party Providers, or affiliates, as necessary to provide the services under this Agreement; and
 - (iii) The cross-border transfer of personal data to jurisdictions outside the DIFC where such transfers are required to provide services or fulfil legal obligations, provided that adequate safeguards are in place to protect your data.
- 11.4. You have the right to access, correct, or request the deletion of your personal data, as well as to restrict or object to certain types of data processing, subject to applicable legal and regulatory requirements. Detailed information about your rights and the manner in which we process your personal data is available in our Privacy Policy, which forms an integral part of this Agreement.
- 11.5.By agreeing to this Agreement, you acknowledge that you have reviewed and accepted our Privacy Policy and consent to the processing of your personal data as described herein.

12. Amendments to the Terms and Conditions

- 12.1. CUSP reserves the right to amend, modify, or update these Terms and Conditions at any time, at its sole discretion, to reflect changes in applicable laws, regulatory requirements, or business practices, or for any other legitimate purpose.
- 12.2. In the event of any significant changes to these Terms and Conditions, we will provide you with prior notice of at least thirty (30) days. Such notice will be delivered through one or more of the following methods:
 - (i) Email to the address you have registered with us;
 - (ii) Notification via your CUSP online account dashboard; or
 - (iii) Any other reasonable means of communication as determined by CUSP.
- 12.3. Your continued use of the platform or services after the expiration of the thirty (30)-day notice period shall constitute your acknowledgement and acceptance of the updated Terms and Conditions. If you do not agree to the amendments, you must cease using the platform and services immediately.

- 12.4. Unless otherwise specified, any amendments to the Terms and Conditions shall take effect at the end of the notice period and shall be binding on all users from that date. CUSP shall not be liable for any loss, damage, or inconvenience resulting from your failure to review or comply with the updated Terms and Conditions.
- 12.5. You are encouraged to periodically review the Terms and Conditions to remain informed of any updates or changes. These Terms and Conditions, as amended, constitute the entire agreement between you and CUSP, superseding any prior versions.

13. Termination & Account Suspension

- 13.1. You may request to terminate this Agreement and close your Account at any time by submitting a formal request through the designated functionality on the Platform. Prior to initiating the account closure process, you must liquidate all investments and withdraw any remaining funds to your designated account. CUSP will process the account closure only after confirmation that all funds have been successfully redeemed and transferred.
- 13.2. CUSP may terminate this Agreement and close your Account by providing you with at least thirty (30) days' prior written notice, which may be communicated via electronic mail.
- 13.3. This Agreement may be terminated with immediate effect by either party upon providing written notice, which may be communicated by electronic mail, in the event the other party commits a material breach of this Agreement. If the breach is capable of remedy, termination may only occur if the breach is not remedied within thirty (30) days of serving notice requiring its rectification.
- 13.4. CUSP reserves the right to suspend access to your Account without prior notice under the following circumstances:
 - (i) If there is reasonable suspicion of fraud or a breach of the Account's security;
 - (ii) If there is reasonable suspicion that the Account is being used in a manner that contravenes financial services and market regulations, facilitates market abuse, or furthers financial crimes, including money laundering;
 - (iii) If you fail to provide information reasonably required by CUSP to fulfil its obligations under applicable laws and regulations, including those related to the prevention of financial crime;
 - (iv) If there is reasonable suspicion that the Account is being used in violation of sanctions-related rules or regulations.
- 13.5. To the extent permitted by law and regulation, CUSP will notify you promptly of any suspension and work to resolve the issue satisfactorily. Once resolved, access to the Account will

- be restored. However, in certain circumstances, CUSP may be legally prohibited from notifying or discussing the reasons for suspension with you.
- 13.6. Upon the closure of your Account, all outstanding transactions will be settled. Investments in your Account will be liquidated, and the resulting funds and proceeds will be transferred to your designated current account.
- 13.7. Any termination of this Agreement shall be without prejudice to the rights and liabilities of either party in respect of transactions already initiated or services already provided.
- 13.8. In the event of your death, disability, or physical or mental incompetence, this Agreement will not automatically terminate. Your successors, executors, administrators, guardians, or other legally authorised representatives are required to contact CUSP to determine the appropriate procedures for the ongoing administration or closure of your Account, as applicable.

14. Dormant Accounts

- 14.1. Notwithstanding any other provision of this Agreement, if your Account does not hold any active positions or investments for more than 120 days, CUSP may designate it as a dormant account. In such an event, CUSP may, upon written notice, require you to reactivate your account by engaging in investment activity or initiate the account closure process within 30 days. Failure to take the required action within the specified period may result in CUSP, at its sole discretion and without further notice, implementing appropriate measures, including but not limited to account closure or the imposition of administrative fees and:
 - (i) convert your assets into an alternative format at CUSP's discretion. For the avoidance of doubt, CUSP shall not be liable for any loss of profit, tax obligations, or any other loss, damage, or expense resulting from such conversion;
 - (ii) transfer the dormant account, including any assets contained therein, to a third-party or an isolated account, where deemed necessary by CUSP. In such a case, you retain the right to reclaim your assets, subject to CUSP's verification and Know Your Customer (KYC) requirements;
 - (iii) Deduct a dormant account maintenance fee directly from the dormant account on a monthly basis to cover associated costs; and
 - (iv) permanently close the dormant account at any time. CUSP shall bear no liability for any loss, damage, or expense incurred as a result of such closure, except in cases of fraud or willful misconduct on the part of CUSP.

14.2. A dormant account that has been closed cannot be reactivated. If you wish to continue using CUSP's services, you must register for a new Account.

15. Miscellaneous

- 15.1. CUSP reserves the right to perform currency conversions as necessary to facilitate the execution of services under this Agreement. Funds may be converted into the currency of your Account or another currency required to fulfil your instructions or our obligations, using an exchange rate determined by CUSP at the relevant time. All exchange rate losses, costs, and expenses resulting from such conversions will be borne by you.
- 15.2. You are solely responsible for managing your tax and accounting affairs. CUSP does not provide tax or accounting advice or services, nor will we consider your tax status in the provision of services under this Agreement.
- 15.3. You agree to promptly provide any information or documentation requested by CUSP or any tax authority in connection with your Account.
- 15.4. CUSP does not guarantee that investments in your Account will generate profits, income, or meet any investment goals, even if such goals are disclosed to us. Your stated objectives in your Investment Strategy are to be considered goals only, and while CUSP will provide Recommended Allocations deemed suitable, the results of such investments are not guaranteed.
- 15.5. CUSP shall not be liable for any loss arising from your investments unless caused by negligence, willful default, dishonesty, or fraud by us or our employees.
- 15.6. CUSP shall not be liable for any:
 - (i) Losses caused by third parties, including fraud, negligence, or insolvency;
 - (ii) Consequences of following your instructions, including those executed through the Regulated Third Party or other agents;
 - (iii) Market conditions or changes therein; or
 - (iv) Loss or corruption of information due to email communication.
- 15.7. CUSP shall not be responsible for any indirect, consequential, or speculative damages, including loss of profits, goodwill, or reputation, nor for losses arising from the default of custodians, banks, or other entities holding your investments.
- 15.8. The CUSP platform and dashboard are provided "as is" and "as available" without warranties of any kind, express or implied. CUSP disclaims all warranties, including those relating to functionality, accessibility, accuracy, and non-infringement.
- 15.9. CUSP does not guarantee uninterrupted access, error-free functionality, or protection against harmful software. You access and use the platform at your own risk.

- 15.10. Our Platform may contain links to third-party websites. CUSP is not responsible for the content, availability, or security of these websites and disclaims all liability for damages arising from their use.
- 15.11. CUSP may assign its rights and obligations under this Agreement to a third party, including by way of merger, consolidation, or the acquisition of all or substantially all of CUSP's business and assets relating to this Agreement, by providing you with 30 days' prior written notice, which may be communicated via email to the email address provided by you.
- 15.12. No third party shall have the right to enforce any term of this Agreement.
- 15.13. You may have been introduced to us by a third party. We disclaim any responsibility for the conduct, actions, representations, or statements made by such third party. We reserve the right to share our fees or provide any other benefit, as we deem appropriate, to such third party or any other third party.
- 15.14. Failure or delay in exercising any right under this Agreement does not constitute a waiver. The rights and remedies under this Agreement are cumulative and do not exclude those provided by law.
- 15.15. If any provision of this Agreement is deemed void, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.
- 15.16. This Agreement, along with its schedules and referenced documents, constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings.
- 15.17. Neither party shall have any remedy for misrepresentation or misstatement not set out in this Agreement.

16. Force Majeure

- 16.1. CUSP shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising from acts or circumstances beyond its reasonable control. Such acts or circumstances may include, but are not limited to, actions or regulations imposed by governmental bodies, regulatory authorities, or securities exchanges; refusal by a custodian or Third Party Provider to act on CUSP's instructions; or the breakdown, failure, or malfunction of any telecommunications or computer services, excluding failures related to CUSP's own systems.
- 16.2. In the event of such failure or delay, CUSP shall bear no responsibility for any loss, depreciation in value of assets held in the Account, or any lost opportunity resulting from the inability to perform its obligations as outlined in this Agreement. You acknowledge and agree

that CUSP shall have no liability arising from events or circumstances that constitute force

majeure under this provision.

17. Governing Law

17.1. This Agreement shall be governed by, and construed in accordance with, the laws of the

Dubai International Financial Centre (DIFC). Any disputes, claims, or controversies arising out

of, relating to, or in connection with this Agreement, including its existence, validity,

interpretation, performance, enforcement, or termination, shall be subject to the exclusive

jurisdiction of the courts of the DIFC.

17.2. By entering into this Agreement, you expressly consent to the jurisdiction of the DIFC Courts

for the resolution of any such disputes, and waive any objection to proceedings being brought in

these courts on the grounds of venue or forum non conveniens. This provision shall survive the

termination or expiration of this Agreement.

18. Contact Information

For any questions or clarifications regarding this Agreement, please contact:

CUSP Limited

Email: legal@cuspwealth.com

Attention: Legal & Compliance Department

19. Complaints

19.1. If you have a complaint regarding our services, you may contact us through the CUSP

Platform or by emailing us at support@cuspwealth.com. We are committed to addressing

complaints promptly and fairly, in accordance with our internal complaints handling procedures,

which are available to you upon request.

19.2. When submitting a complaint, please provide detailed information regarding the issue,

including your contact information, the nature of your concern, and any supporting

documentation, to enable us to investigate and resolve the matter efficiently.

19.3. In the event that your complaint is not resolved to your satisfaction through our internal

complaints process, you may escalate the matter to the Dubai Financial Services Authority

(DFSA). The DFSA is the regulatory authority responsible for overseeing financial services in

the DIFC. Details on how to file a complaint with the DFSA can be found on their official

website or by contacting them directly.

20. Acknowledgement of Terms

By using CUSP's services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions, including our complaints handling and escalation procedures. You further agree to follow the outlined process for raising and resolving any concerns or disputes related to our services.

SCHEDULE 1

Tailored Investment Portfolio Deposit Bonus Terms and Conditions

1. Eligibility

The 1% Bonus (the "Bonus") on investments made under Tailored Portfolios is available to new Clients on the CUSP App who have completed the risk questionnaire (as required under Clause 4.9 of the main Terms).

To qualify, the Client must navigate to the Tailored Portfolio section in the CUSP App and make their first-ever investment under this section (the "Eligible Investment").

Clients may deposit directly (e.g., via open banking) or indirectly (through a cash account transferred to the Tailored Portfolio). As long as the deposit is allocated through the Tailored Portfolio section, the Bonus will apply.

There is no minimum deposit amount; the Bonus is calculated as the lower of 1% of the Eligible Investment amount or USD 500.

2. Bonus Crediting and Usage

The Bonus will be automatically calculated and credited in real-time after a successful deposit to the value of the Client's Tailored Portfolio, upon confirmation and execution of the Eligible Investment (via the Regulated Third Party under Clause 4.7). The Bonus forms part of the overall portfolio value and is not provided as separate withdrawable cash. There is no lock-in period, but the Bonus is subject to the same investment risks as the underlying portfolio (see Clause 1.4 of the main Terms).

3. One-Time Offer

The Bonus is tracked by User ID and Portfolio ID and may only be claimed once per Client. It is valid after completing the risk questionnaire.

Multiple uses or attempts to exploit the Bonus (e.g., via subsequent investments) are not permitted.

4. Modifications and Disqualifications

CUSP reserves the right, at its sole discretion, to modify (including but not limited to making the offer time-limited), suspend, or terminate this offer, including its terms, Bonus rate, or availability, at any time without prior notice (consistent with Clause 1.6 of the main Terms). Any amendments will be communicated to affected Clients via in-app notification or email, where applicable.

CUSP may disqualify any Client suspected of fraudulent activity, including (but not limited to) creating/splitting multiple accounts, misrepresenting identity, or submitting false documentation (as per Clause 5.3 AML/CTF requirements). In such cases, CUSP may delete the account, reclaim any Bonus (pre- or post-fraud), and report to authorities as required.

5. Risk Warning

Investments in Tailored Portfolios involve risk. The value of your investment (including any Bonus) may go down as well as up due to market fluctuations, and you may not get back the full amount you originally invested (or any amount). Past performance is not indicative of future results. This Bonus does not guarantee returns or protect against losses. Seek independent financial advice if unsure (see Clause 1.4 of the main Terms).

6. Limitation of Liability and Disclaimers

CUSP is not liable for any indirect, incidental, special, or consequential losses arising from this offer. The offer is provided "as is" without express or implied warranties, and CUSP makes no representations that it will meet your specific needs.

These terms do not affect your statutory or regulatory rights. Participation is subject to all applicable DIFC laws, DFSA rules, and CUSP's general Terms of Service (including Clauses 4.2-4.4 on Third Party Partners).

Governing Law and Jurisdiction

These terms are governed by the laws of the Dubai International Financial Centre (DIFC) and subject to the exclusive jurisdiction of the DIFC Courts and DFSA.

FEES SCHEDULE

This Fees Schedule outlines the applicable charges, fees, and pricing structure for users of the CUSP Limited (the "Platform"). By accessing and utilising the Platform's services, users agree to comply with the terms set forth in this Schedule, which forms an integral part of the Terms and Conditions. The fees detailed herein are designed to ensure transparency and provide a clear understanding of the costs associated with various subscription tiers, transaction fees, portfolio management services, regulatory fees, and withdrawal charges.

Users are encouraged to review this Schedule periodically to remain informed of any changes.

1. Subscription Tiers and Applicable Fees

The Cusp Platform offers three different subscription tiers with corresponding fees, as outlined below. By selecting a subscription plan, the User agrees to pay the applicable fees in accordance with this Fees Schedule.

1.1 Subscription Plans and Fees

Fee Type	Free Subscription	Subscription 1	Subscription 2
Subscription Price (Monthly Fee)	\$0	\$10	\$20
Basic Trading	\$0	\$0	\$0
Option Price per Contract	\$2	\$1	\$0.5
Portfolio Management Fee (Tailored Portfolios)	0.75%	0.5%	0.25%
Withdrawal Fees	\$5	\$5	\$5
Regulatory Fees	Covered by the Platform	Covered by the Platform	Covered by the Platform

1.2 Fee Applicability and Payment Terms

1. Subscription Fees: Subscription fees are charged on a recurring monthly basis. By enrolling in a subscription plan, the User expressly authorises Cusp to deduct the applicable fee from their designated payment method at the start of each billing cycle, unless and until the subscription is cancelled in accordance with the Terms and Conditions.

- 2. Option Price per Contract: Users engaging in options trading shall be charged the applicable fee per contract as specified under their active subscription tier. Such fees will be automatically debited at the time of trade execution.
- **3. Portfolio Management Fees:** Portfolio management fees apply exclusively to Users utilizing tailored investment portfolio services. These fees are calculated as a percentage of the total assets under management (AUM) and shall be deducted periodically, in accordance with the Platform's portfolio management policies and applicable billing schedule.
- **4. Withdrawal Fees:** A flat withdrawal fee of \$5.00 applies to each withdrawal transaction initiated by the User, regardless of the subscription tier selected. This fee will be automatically deducted from the withdrawal amount or charged to the User's account balance.
- 5. Regulatory Fees: All mandatory regulatory fees imposed by applicable financial and securities regulatory authorities, including but not limited to the Financial Industry Regulatory Authority (FINRA), Securities and Exchange Commission (SEC), Options Clearing Corporation (OCC), and option exchanges, shall be absorbed and paid by Cusp. These fees will not be passed on to the User and will not appear as separate charges on the User's transaction confirmations or account statements.

2. Changes to the Fees Schedule

Cusp reserves the right to amend or update this Fees Schedule at its sole discretion. Any modifications to the fees will be communicated to the Users in accordance with the notification provisions outlined in the Terms and Conditions. Continued use of the Platform following any fee adjustments constitutes acceptance of the revised Fees Schedule.

3. Refunds and Cancellations

- 1. All fees paid, including subscription fees, are non-refundable, and no refunds or credits will be issued for any unused portion of the subscription period.
- 2. Withdrawal fees and option contract fees are non-refundable once transactions are processed.
- 3. Portfolio management fees will be charged based on the applicable fee structure at the time of service, and no retrospective adjustments or refunds shall apply.

4. General Provisions

- 1. All fees stated in this Fees Schedule are in U.S. dollars (USD).
- 2. Fees and charges will be automatically deducted from your Account without requiring further authorisation from you for each transaction.
- 3. Users are responsible for ensuring that their account maintains sufficient funds to cover applicable fees. Cusp reserves the right to suspend or restrict services for accounts with unpaid fees.
- 4. In the course of delivering services to you, Cusp may incur costs, fees, charges, and/or expenses from third parties. Any such costs, fees, charges, or expenses will be governed by the terms and conditions of the relevant third parties. You agree to bear full responsibility for any such costs, fees, or charges incurred.

- 5. The fees, charges, and payment obligations outlined in this Fees Schedule are subject to the terms and conditions governing the use of the Cusp Platform. Users are advised to review the Terms and Conditions for comprehensive details regarding payment terms, billing cycles, fee adjustments, refund policies, and any other provisions applicable to financial transactions on the Platform. In the event of any discrepancy or inconsistency between this Fees Schedule and the Terms and Conditions, the provisions of the Terms and Conditions shall prevail.
- 6. This Fees Schedule forms an integral part of the Cusp Platform's Terms and Conditions and shall be governed by the governing law as specified in the Terms and Conditions.

For any questions regarding this Fees Schedule, please contact legal@cuspwealth.com.