

'Shot Coffee' campaign Terms and Conditions

These terms and conditions (hereinafter referred to as the “**Terms and Conditions**”) govern the ‘Shot Coffee’ campaign (hereinafter referred to as the “**Campaign**”) that is organized by Key Way Markets Ltd (a private company that is limited by shares, duly incorporated in the Abu Dhabi Global Market under registration number 000003041 on 20th October 2019, duly licensed by the Abu Dhabi Global Market Financial Services Regulatory Authority under financial services permission number 190005 on 01st March 2020, hereinafter referred to as the “**Company**”), each Entrant (as the term “**Entrant**” is defined in Clause 2.2 of the Terms and Conditions) of which (Campaign) may select and receive (by the Company, free of charge) only one (1) share of a publicly traded company, out of five (5) different publicly traded companies shares to be made available by the Company on the Company’s website and/or on the respective Campaign’s landing page (hereinafter referred to as the “**Free Share**”), subject to the Terms and Conditions. For the sake of clarity, which five (5) publicly traded companies shares will be made available for selection (as stipulated above), will depend on the Entrant’s jurisdiction of residence.

1. Effective Date

The Campaign will enter into effect on 1st December 2023 (hereinafter referred to as the “**Effective Date**”), and will remain in effect until the Campaign is successfully entered into by the first one hundred (100) Entrants (as the term “**Entrant**” is defined in Clause 2.2 of the Terms and Conditions) to such, or, until such time the Company determines in accordance to its sole and absolute discretion.

2. Entrance to the Campaign

2.1. Subject to the Terms and Conditions, the Campaign is available to all new clients (only natural persons) of the Company who will select the Free Share during the operative period of the Campaign, and who:

- (I) Have never maintained any one or more fully verified account(s) with the Company.
- (II) Are successfully onboarded as clients of the Company (to be determined in accordance to the Company’s sole and absolute discretion) during the Campaign, and in the context of the Campaign.
- (III) Open a live and fully verified investing (i.e., real shares) account with the Company (hereinafter referred to as the “**Account**”) during the Campaign, and in the context of the Campaign.
- (IV) Fully agree to the Terms and Conditions, in their entirety.

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- (V) Successfully deposit the real (i.e., not demo) minimum amount of five hundred United States Dollars (USD 500) in the Account, simultaneously upon opening the Account in the context of the Campaign.

- 2.2. Each natural person that meets the criteria which are indicated in Clause 2.1 of the Terms and Conditions, will be considered as an Entrant for the purpose of the Campaign (hereinafter referred to as the “**Entrant**”) and will, subject to the Terms and Conditions, be entitled to the Free Share.

3. Availability of the Free Share

- 3.1. The Free Share will be made available in the Entrant’s Account within seven (7) calendar days from the date from which the Entrant complies with all of the conditions to which reference is made in Clause 2.1 of the Terms and Conditions.
- 3.2. The Entrant will receive the Free Share only once, and only in the Account.

4. Miscellaneous

- 4.1. The Company reserves the right, in its sole and absolute discretion, to alter and/or amend and/or suspend and/or cancel and/or terminate the Campaign and/or the Terms and Conditions without prior notice. Should the Company elect to provide prior notice with respect to such alteration and/or amendment and/or suspension and/or cancelation and/or termination, the Company will be equipped with sole and absolute discretion to determine the means through which such notice will be provided, along with the date on which such alteration and/or amendment and/or suspension and/or cancelation and/or termination will become effective, in absence of which, such alteration and/or amendment and/or suspension and/or cancelation and/or termination will become effective immediately. Under no circumstances shall the Company be liable for any consequences of any alteration and/or amendment and/or suspension and/or cancelation and/or termination of the Campaign and/or the Terms and Conditions.
- 4.2. By participating in the Campaign, the Entrant consents to the processing of their personal data, which personal data will be collected and used by the Company and/or the Company’s affiliated and/or parent and/or sister and/or subsidiary and/or associated and/or related and/or contracted companies through automated and/or non-automated means. The personal data of the Entrant will be retained and used in accordance to the Company’s privacy policy, a copy of which will, at

all times, be available on the Company's website. In addition, each Entrant consents to them being communicated by the Company and/or any company that belongs and/or operates in the group of companies in which the Company belongs and/or operates, for the purpose of the Campaign, as well as for any other campaign which may or will be held by the Company and/or any company that belongs and/or operates in the group of companies in which the Company belongs and/or operates, and/or for general marketing purposes and/or for any other purposes which the Company and/or any company that belongs and/or operates in the group of companies in which the Company belongs and/or operates, deem(s) fit.

- 4.3. Neither the Company nor the Company's affiliated and/or parent and/or sister and/or subsidiary and/or associated and/or related and/or contracted companies shall be liable for any damages and/or losses that may or will be suffered by any Entrant.
- 4.4. Neither the Company nor the Company's affiliated and/or parent and/or sister and/or subsidiary and/or associated and/or related and/or contracted companies will be liable for technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any combination thereof, including any injury or damage to the Entrant or any other person's computer or mobile telephone related to or resulting from participation or intended participation in the Campaign.
- 4.5. Should the Terms and Conditions be translated into any other language but English, the English version shall remain controlling and prevail on any question of interpretation or otherwise.
- 4.6. To the maximum extent permitted by law, the Company excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise, any personal injury, or any other loss or damage (including, without limitation, loss of opportunity or loss of profits) whether direct, indirect, incidental, special or consequential, arising in any way out of the Campaign.
- 4.7. The Entrant agrees, at all times, to indemnify and hold harmless the Company, its affiliates, subsidiaries, associated, related, and contracted companies, and their officers, employees, shareholders, and agents ("**those indemnified**") from and

against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused by the Entrant and/or any person(s) acting under the Entrant's direction and/or instructions and/or authority.

- 4.8. Neither the Company nor the Company's affiliated, parent, sister, subsidiary, associated, related, or contracted companies will be liable for performance delays and/or for non-performance due to causes beyond its/their (as applicable) reasonable control.
- 4.9. The Company may, in the event where it deems that an Entrant has, and/or may have, breached and/or violated the Terms and Conditions and/or the Company's terms and conditions (that govern the client relationship between the Company and the Entrant) and/or policies and/or procedures and/or committed any fraudulent and/or abusive and/or manipulative actions, proceed with either or all of the following actions, which actions, for the sake of clarity, are indicative and not exhaustive:
- A. Cancel the Entrant's participation in the Campaign.
 - B. Remove the Free Share from the Account.
 - C. Terminate its relationship with the Entrant with immediate effect.
 - D. Block the Entrant from accessing their Account.
- 4.10. In accordance to its sole and absolute discretion, the Company may:
- A. Set and/or limit and/or restrict and/or block and/or suspend and/or amend any withdrawal methods and/or options and/or means and/or the availability thereof, at any time, without prior notice, for as long as the Company deems fit, and/or
 - B. Set and/or limit and/or restrict and/or block and/or suspend and/or amend any deposit and/or withdrawal periods, for as long as the Company deems fit (for instance (but not limited to), the Company will be able to disable deposits/withdrawals after the Entrant's participation in the Campaign concludes, for as long as the Company deems fit)).
- 4.11. The Company will not be liable for any losses, such as, but not limited to, where the open positions and/or floating profit/loss in the Entrant's accounts (including,

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but not limited to, the Entrant's Account) results in the Entrant's removal from the Campaign.

- 4.12. The Terms and Conditions are in addition to the Company's applicable disclosure documents and policies, as well as the terms and conditions that govern the client relationship between the Company and the Entrant.
- 4.13. Use of the singular includes the plural and vice versa; use of any gender includes the other genders.
- 4.14. If any term and/or provision of the Terms and Conditions shall be held or made invalid by a court decision, the remainder of the Terms and Conditions shall not be affected thereby.
- 4.15. The Entrant acknowledges and agrees that their (i.e., the Entrant's) participation or intended participation in the Campaign constitutes the Entrant's sole, absolute and exclusive decision. The Company will never provide the Entrant with any advice and/or recommendation (including, but not limited to, tax and/or financial and/or legal and/or investment advice and/or recommendation), irrespective of whether such advice and/or recommendation is related to the Campaign.
- 4.16. Neither the Campaign nor any part thereof should be construed as a solicitation and/or a recommendation and/or an endorsement and/or an offer and/or an incentive to buy and/or sell and/or trade any financial instrument(s) whatsoever.
- 4.17. Neither the Company nor any of its affiliate and/or subsidiary and/or parent and/or sister undertakings will be liable for any losses and/or liabilities and/or obligations and/or commitments (of any nature) that may or will be suffered by the Entrant.
- 4.18. The Entrant should seek advice from an independent and suitably licensed financial, legal, and tax advisor (as well as any other type of advisor from which advice would be reasonably expected to be sourced from) and ensure that they (i.e., the Entrant) have the requisite risk appetite and relevant experience and knowledge prior participating in the Campaign, and/or entering into any transactions by virtue of such participation. In addition, the Entrant acknowledges and understands that past performance is neither a reliable indicator nor a guarantee of future results and/or returns.

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- 4.19. The Company is equipped with sole and absolute discretion to reject the application and/or participation of any potential Entrant and/or Entrant (respectively) into the Campaign (as applicable), in the event where, for instance, applicable laws and/or regulations and/or the Company's policies and/or procedures (including, but not limited to, the Company's internal policies and procedures) do not allow for the participation of such potential Entrant and/or Entrant.
- 4.20. Headings inserted in the Terms and Conditions are for ease of reference only and shall not affect the interpretation thereof.
- 4.21. The Entrant acknowledges, understands and agrees that bank charges may be incurred by the Entrant in the event where the Entrant attempts to withdraw and/or withdraws any amount from their Account and/or any other account(s) to be held with the Company.
- 4.22. For the avoidance of doubt, the term "free of charge" does not mean that the Company will not charge the Entrant any fees and/or charges from the moment from which the Entrant receives the Free Share in the Account (such as, but not limited to, brokerage fees).
- 4.23. The Entrant is fully and unconditionally responsible for the payment of any taxes and/or duties and/or any other fees and/or levies of the same and/or similar nature in the context of holding and/or selling and/or undertaking any other action with respect to the Free Share.

5. Governing Law and Jurisdiction

The Terms and Conditions shall be governed by and construed in accordance with the laws and regulations of the Abu Dhabi Global Market. Any disputes arising out of, or in connection with, the Terms and Conditions, will be settled by the courts of the Abu Dhabi Global Market, which will have exclusive jurisdiction to decide on any such disputes.