

**iN2MARKETS**

**ASSET MANAGEMENT  
AGREEMENT**

## 1. GENERAL PROVISIONS AND DEFINITIONS

### 1.1 Legal Status and Nature of the Agreement

This Asset Management Agreement (the «Agreement») governs the provision of discretionary portfolio management services by IN2MARKETS LTD, a Cyprus Investment Firm incorporated in the Republic of Cyprus under registration number HE 333743 and authorised and regulated by the Cyprus Securities and Exchange Commission («CySEC») under licence number 263/14 (the «Company»).

This Agreement applies exclusively to Clients who maintain an active trading account with the Company and have activated the portfolio management service through the secure Client Area.

Electronic acceptance of this Agreement in the Client Area constitutes a legally binding agreement between the Client and the Company.

The portfolio management service provided under this Agreement relates exclusively to investment in Contracts for Difference (CFDs). It constitutes a distinct investment service and does not replace or amend the Client Agreement governing execution-only CFD trading.

### 1.2 The Client

For the purposes of this Agreement, «Client» means a natural person:

- whose identity has been duly verified in accordance with applicable KYC and AML requirements;
- who maintains an active account with the Company;
- who has successfully completed the mandatory Suitability Assessment; and
- who has electronically confirmed activation of the portfolio management service.

The Client's personal identification data are maintained within the verified Client Profile and do not form part of this Agreement.

### 1.3 Definitions

Unless the context otherwise requires, the following terms shall have the meanings set out below:

**Client Assets** – the monetary funds deposited by the Client and credited to the Client's designated trading account, opened exclusively for the provision of discretionary portfolio management services under this Agreement.

**Discretionary Portfolio Management** – management of the Client Assets by the Company without obtaining prior approval for each individual transaction, within the approved investment parameters.

**Profile** – the outcome of the Suitability Assessment reflecting the Client's risk tolerance, capacity for loss, investment objectives, and investment time horizon.

**Investment Parameters** – the set of investment characteristics applicable to the Client, including the assigned Profile, acceptable risk level, strategic exposure parameters, leverage considerations, investment restrictions, and sustainability preferences (where expressed), which form part of this Agreement upon electronic confirmation.

**Investment Strategy** – a predefined portfolio management framework characterised by a specified level of risk, trading methodology, exposure parameters, and applicable fee structure, published by the Company on its official website and/or through the Client Area and becoming applicable to the Client upon its electronic selection and confirmation.

**Suitability Assessment** – the mandatory regulatory assessment conducted prior to activation of portfolio management services, evaluating the Client's knowledge and experience, financial situation (including ability to bear losses), investment objectives, and sustainability preferences.

**Sustainability Preferences** – the Client's expressed preferences regarding the consideration of environmental, social, or governance factors in the investment strategy, where applicable.

**High Water Mark** – the highest historical net portfolio value used, where applicable, for calculating performance-based remuneration.

**Regulatory Requirements** – all applicable laws, regulations, delegated acts, technical standards, directives, circulars, and supervisory requirements governing the Company as a Cyprus Investment Firm.

## **2. SUBJECT OF THE AGREEMENT AND PROVISION OF THE SERVICE**

### **2.1 Subject of the Agreement**

Under this Agreement, the Company shall provide discretionary portfolio management services in respect of the Client Assets credited to the designated trading account opened exclusively for the purposes of portfolio management, by entering into transactions in Contracts for Difference (CFDs) on behalf of and at the expense of the Client.

Such management shall be carried out in accordance with this Agreement, the investment strategies selected by the Client, and the applicable Regulatory Requirements.

### **2.2 Mandatory Suitability Requirement**

The provision of portfolio management services is strictly subject to the prior successful completion of the mandatory Suitability Assessment.

Based on the results of the assessment, the Client shall be assigned a Profile reflecting the Client's:

- acceptable level of risk;
- capacity to bear losses;
- investment objectives;
- investment time horizon; and
- sustainability preferences (where applicable).

### **2.3 Selection of Investment Strategies**

Within the framework of the portfolio management service, the Client may allocate funds among the available investment strategies that correspond to the Client's Profile.

Each allocation of funds:

- shall be initiated by the Client through the secure Client Area;
- shall be displayed to the Client prior to confirmation; and
- shall require electronic confirmation by the Client.

Allocation of funds to a strategy that does not correspond to the Client's current Profile shall not be permitted.

### **2.4 Update of a Profile and Strategy Changes**

Where the Client expresses the intention to select a strategy involving a higher level of risk, or to modify the allocation of funds in a manner that exceeds the parameters of the Client's current Profile, the Company shall require the Client to undergo an updated Suitability Assessment prior to implementing such changes.

Access to a different strategy shall be granted only where such strategy is confirmed to be consistent with the Client's (updated) Profile.

The Company shall not provide discretionary management under a strategy that is inconsistent with the Client's current Profile.

### **2.5 Nature of Discretionary Management**

The Company shall manage the Client Assets on a discretionary basis without obtaining prior consent for each individual transaction, within the limits of the selected investment strategy, the Client's current Profile, and applicable Regulatory Requirements.

### **2.6 Periodic Review**

The Profile shall be reviewed:

- at least annually;
- upon any material change in the Client's financial situation, investment objectives, or risk tolerance; and
- where required by applicable Regulatory Requirements.

The Client undertakes to promptly notify the Company of any such changes.

## 2.7 Risk Acknowledgement

By activating the portfolio management service or allocating funds to any investment strategy, the Client represents and confirms that:

- the Client has reviewed the Risk Disclosure Policy and the Risk Acknowledgement and Disclosure Statement made available on the Company's official website [www.In2Markets.com](http://www.In2Markets.com);
- the Client understands that trading in CFDs involves a high level of risk, including the use of leverage; and
- the Client acknowledges and accepts the possibility of partial or total loss of invested funds.

## 3. SCOPE OF THE COMPANY'S AUTHORITY

### 3.1 Scope of Authority

Upon activation of the portfolio management service, the Company is authorised to implement the selected investment strategy by entering into transactions in Contracts for Difference (CFDs) on behalf of and at the expense of the Client.

### 3.2 Execution of Transactions

For the purpose of implementing the selected investment strategies, the Company may execute transactions through liquidity providers and other counterparties in accordance with applicable best execution requirements.

### 3.3 Limitations of Authority

The Company's authority under discretionary management is limited to the terms of this Agreement and shall not include:

- disposing of the Client's funds outside the designated trading account opened for portfolio management;
- undertaking actions unrelated to the implementation of the selected investment strategy;
- providing personalised investment advice to the Client outside the scope of the portfolio management service.

## 4. INVESTMENT OBJECTIVES, PROFILE AND PREFERENCES

### 4.1 Investment Objectives and Profile

The Client's investment objectives and risk characteristics are determined through the Suitability Assessment and reflected in the Client's Profile, which is used to determine access to appropriate investment strategies.

### 4.2 Nature of Investment Strategies

The Company provides portfolio management through predefined Investment Strategies, each characterised by a specific risk level, trading parameters, and fee structure.

The detailed characteristics of each Investment Strategy are made available in the Client Area and form part of this Agreement upon the Client's electronic confirmation (Annex 1 – Investment Strategy «Conservative growth», Annex 2 – Investment Strategy «Dynamic Growth», Annex 3 – Investment Strategy «Daytrading professional»).

### 4.3 Investment Preferences and Limitations

Where the Client has expressed specific investment preferences or limitations (including sustainability preferences) during the Suitability Assessment, such preferences are taken into account when determining the suitability of the strategy in relation to the Client's Profile.

The Client acknowledges that:

- investment strategies operate in accordance with predefined structures and trading parameters;

- the Company does not individually tailor each transaction to the Client's specific preferences unless expressly provided within the characteristics of the relevant strategy; and
- the application of the Client's preferences is possible only within the characteristics of the selected strategy and the availability of relevant market instruments.

## **5. REMUNERATION OF THE COMPANY**

### **5.1 General Fee Structure**

For the provision of portfolio management services, the Client shall pay the Company remuneration in accordance with the fee structure applicable to the selected investment strategy.

The Company's remuneration may include:

- a fixed management fee, charged periodically as a percentage of the value of the funds under management; and
- a performance-based fee (where applicable), calculated in accordance with the High Water Mark methodology and any additional parameters defined in the applicable fee structure.

### **5.2 Disclosure of Fees and Costs**

Information regarding all applicable fees, charges, and expenses shall be provided to the Client in accordance with the applicable Regulatory Requirements, including ex-ante and ex-post cost disclosures.

Detailed information on fees and the method of calculation shall be made available to the Client:

- prior to confirmation of the selected investment strategy;
- through the Client Area; and
- in periodic reports provided in a durable medium.

### **5.3 Third-Party Payments**

The Company may receive or provide fees or other benefits to or from third parties in connection with the provision of investment services, provided that such arrangements comply with applicable Regulatory Requirements and do not adversely affect the interests of the Client.

## **6. REPORTING AND NOTIFICATIONS**

### **6.1 Periodic Reporting**

In accordance with the applicable Regulatory Requirements, including Article 62 of Commission Delegated Regulation (EU) 2017/565, the Company shall provide the Client with a periodic portfolio statement at least once per calendar quarter.

### **6.2 Content of the Report**

The periodic report shall include, at a minimum:

- information on the status of the Client's trading account and open CFD positions;
- the total portfolio valuation as of the reporting date;
- information on profits and losses for the reporting period;
- details of transactions executed during the reporting period; and
- information on fees, charges, and expenses incurred.

The scope, frequency and format of the report shall be determined in accordance with applicable Regulatory Requirements and may be amended where required by law.

### **6.3 Notification of Significant Depreciation**

In accordance with Article 62(2) of Commission Delegated Regulation (EU) 2017/565, the Company shall notify the Client where the overall value of the portfolio depreciates by 10% or more compared to its most recent valuation, and at each subsequent multiple of 10%.

Such notification shall be provided no later than the end of the business day on which the threshold is exceeded, or, where the threshold is exceeded on a non-business day, by the close of the next business day.

This requirement applies to the portfolio as a whole and does not apply to individual positions.

#### **6.4 Method of Delivery**

Reports and notifications shall be provided to the Client electronically through the Client Area and/or via the email address provided by the Client.

#### **6.5 Record Retention**

The Company shall retain reports, notifications, and related records concerning the provision of portfolio management services for a minimum period of five (5) years, or for a longer period, where required by applicable Regulatory Requirements, and shall make such records available to competent authorities, or the Client, upon request.

## **7. CONFIDENTIALITY**

### **7.1 Confidential Information**

For the purposes of this Agreement, Confidential Information means any non-public information received by the Company from the Client, or generated in connection with the provision of portfolio management services, including, without limitation:

- the Client's personal data;
- financial information and source of funds;
- information relating to trading activity, account balances and portfolio composition;
- identification and verification documentation;
- risk profile and suitability assessment results;
- internal strategy allocation data.

### **7.2 Company's Confidentiality Obligation**

The Company shall maintain the confidentiality of Confidential Information and shall use such information solely for the purposes of performing this Agreement.

Personal data shall be processed by the Company in accordance with applicable data protection legislation and the Company's Privacy Policy, as published on the Company's official website and in force at the time the services are provided.

### **7.3 Permitted Disclosures**

The Company may disclose Confidential Information:

- where required by applicable law;
- upon request of competent governmental or regulatory authorities;
- in the context of judicial, arbitration, or administrative proceedings;
- to liquidity providers, counterparties, auditors, consultants, and other service providers to the extent necessary for the performance of this Agreement, subject to compliance with applicable legal requirements.

### **7.4 Duration**

The confidentiality obligations under this Agreement shall survive its termination and remain in force for a period of five (5) years from the date of termination, unless a longer period is required by applicable law.

## **8. TERM AND TERMINATION**

### **8.1 Commencement and Duration**

This Agreement shall enter into force upon the Client's electronic confirmation in the Client Area and shall remain in effect until terminated in accordance with this Section.

The Client may terminate this Agreement at any time by submitting a termination request through the Client Area.

The Company may terminate this Agreement by providing electronic notice to the Client.

## **8.2 Immediate Termination**

The Company shall be entitled to terminate this Agreement with immediate effect in the event of:

- a breach of applicable laws or Regulatory Requirements;
- the provision by the Client of false, inaccurate, or misleading information in the course of KYC or AML procedures; or
- circumstances giving rise to regulatory, legal, or compliance risks for the Company.

## **8.3 Consequences of Termination**

Upon termination of this Agreement:

- the provision of discretionary portfolio management services shall cease;
- the Company may close any open CFD positions within a reasonable timeframe;
- all accrued fees, charges, and obligations shall become immediately due and payable; and
- any remaining Client Assets shall be returned to the Client's verified account in accordance with applicable AML and Regulatory Requirements.

## **8.4 Survival**

Termination of this Agreement shall not affect any rights, obligations, or liabilities accrued prior to the effective date of termination.

## **9. GOVERNING LAW AND JURISDICTION**

### **9.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

### **9.2 Jurisdiction**

Any dispute, controversy, or claim arising out of or in connection with this Agreement, including its existence, validity, interpretation, performance, or termination, shall be subject to the jurisdiction of the competent courts of the Republic of Cyprus.

Nothing in this Clause shall limit any rights afforded to the Client under mandatory provisions of the law of the Client's country of residence where such provisions are applicable pursuant to European Union law.

## **10. DATA PROTECTION**

### **10.1 General Provisions**

The Company shall process the Client's personal data in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation – "GDPR"), the applicable laws of the Republic of Cyprus, and the Company's Privacy Policy, as published on the Company's official website.

### **10.2 Purposes and Legal Basis for Processing**

The Client's personal data shall be processed for the purposes of:

- identifying the Client and conducting KYC/AML procedures;
- assessing the suitability of investment services;
- performing this Agreement and providing investment services;
- complying with legal and regulatory obligations; and
- delivering mandatory communications and service-related notifications.

Processing shall be carried out on the basis of contractual necessity, compliance with legal obligations, and other lawful grounds permitted under GDPR.

### **10.3 Transfers to Third Parties**

Personal data may be disclosed to:

- competent governmental or regulatory authorities where required by law; and
- service providers (including IT providers, cloud hosting services, auditors, consultants, and liquidity providers) to the extent necessary for the performance of this Agreement, subject to compliance with applicable data protection requirements.

### **10.4 Data Security**

The Company shall implement appropriate technical and organisational measures to ensure the security and protection of personal data.

### **10.5 Data Subject Rights**

The Client has the right to:

- access their personal data;
- request rectification or erasure where legally permissible;
- request restriction of processing or object to processing of personal data; and
- lodge a complaint with the Office of the Commissioner for Personal Data Protection of the Republic of Cyprus.

The procedure for exercising data subject rights is set out in the Company's Privacy Policy, as published on the Company's official website.

### **10.6 Retention Period**

Personal data shall be retained for the duration of the business relationship and for at least five (5) years following its termination, or for a longer period where required under applicable laws and regulations, including AML requirements.

## **11. FINAL PROVISIONS**

### **11.1 Electronic Conclusion**

This Agreement is concluded electronically through the Company's Client Area using the Client's verified contact details.

### **11.2 Legal Effect**

By confirming this Agreement electronically, the Client expresses their consent to its terms and acknowledges that the Agreement has the same legal effect as a document executed by handwritten signature.

### **11.3 Prior Procedures**

This Agreement is based on procedures completed prior to its conclusion, including:

- the Client identification and verification procedures (KYC/CDD);
- completion of the mandatory Suitability Assessment;
- selection of the investment strategy; and
- review and acceptance of the applicable fee structure.

### **11.4 Electronic Records and Evidence**

The Client acknowledges and agrees that all records, confirmations, communications, and documents exchanged or stored electronically in connection with this Agreement constitute valid and binding evidence. Such electronic records shall have the same legal effect and evidentiary value as original documents executed by handwritten signature and shall be admissible in any legal or regulatory.

**IN2MARKETS LTD**

Incorporated in the Republic of Cyprus (Registration no. HE 333743)  
Authorised and regulated by the Cyprus Securities and Exchange Commission  
Licence no. 263/14

Address: Demokratias 12, Shop 2, 8028, Paphos, Cyprus  
Telephone: +357 26 221 007 | Fax: +357 26 221 008  
<https://in2markets.com> | [info@in2markets.com](mailto:info@in2markets.com)

Asset Management Agreement | 2026

**iN2MARKETS**

**ANNEX 1 OF ASSET  
MANAGEMENT AGREEMENT  
INVESTMENT STRATEGY  
«CONSERVATIVE GROWTH»**

## 1. Strategy Overview

The Conservative Growth Investment Strategy is a predefined discretionary portfolio management strategy characterised by a conservative risk level and a long-term investment horizon.

The objective of the strategy is to achieve gradual capital growth while limiting exposure to significant market volatility. The strategy does not provide any guarantee of capital preservation or specific returns and is subject to market and counterparty risks.

## 2. Investment Universe

The strategy provides exposure exclusively through Contracts for Difference (CFDs) referencing:

- major U.S. equity indices;
- major European equity indices.

No individual shares or sector-specific instruments are traded under this strategy.

## 3. Risk Classification

This strategy is classified as Conservative and may only be selected by Clients who have completed Suitability Assessment and whose assigned Profile permits access to conservative-risk strategies.

## 4. Trading Approach

The strategy is implemented through a systematic trading methodology.

During adverse market conditions, market exposure may be reduced or fully closed.

Where sustained downward trends are identified, the strategy may establish short CFD positions within predefined risk parameters.

## 5. Diversification

Exposure is achieved through index-based instruments, providing indirect diversification across a broad range of issuers in developed markets.

## 6. Minimum Allocation

The minimum allocation required to activate this strategy is EUR 10,000.

## 7. Fees

Management Fee: 0.05% per month (including VAT), deducted monthly from the portfolio balance.

No additional entry or exit fees apply.

## 8. Entry and Exit

The Client may activate or discontinue participation in this strategy through the Client Area in accordance with the Company's operational procedures.

## 9. Effective Date

This Annex shall become effective upon the Client's electronic confirmation and shall form an integral part of the Asset Management Agreement.

**IN2MARKETS LTD**

Incorporated in the Republic of Cyprus (Registration no. HE 333743)

Authorised and regulated by the Cyprus Securities and Exchange Commission

Licence no. 263/14

Address: Demokratias 12, Shop 2, 8028, Paphos, Cyprus

Telephone: +357 26 221 007 | Fax: +357 26 221 008

<https://in2markets.com> | [info@in2markets.com](mailto:info@in2markets.com)