

Terms & Conditions

Regulated by the ADGM Financial Services Regulatory Authority (FSRA) — Financial Services Permission No. 220092. Last updated 30 June 2026.

These terms and conditions apply to the provision of certain investment services to you by Vault Wealth Limited (“**Vault**”, “**us**”, “**our**”, “**we**”), in relation to your Vault Account. Vault is a company incorporated and registered in Abu Dhabi Global Markets (“**ADGM**”) and regulated by ADGM Financial Services Regulatory Authority (“**FSRA**”). Vault is licensed to engage in the Regulated Activities of: (i) Arranging Deals in Investments; and (ii) Advising on Investments or Credit, each as defined in the Financial Services and Markets Regulations 2015 (as amended). Vault holds FSRA Financial Services Permission number 220092. Our registered office is located at Office 108, 14th Floor, Al Khatem Tower, Al Maryah Island, Abu Dhabi, United Arab Emirates. Vault is a wholly owned subsidiary of Vault Wealth Holdings Limited, a holding company domiciled in the ADGM.

The terms and conditions contain important information regarding the services that we will provide to you. For your own protection, you should read them carefully before accepting them. If you do not understand any clause herein, please visit www.vaultwealth.com and contact us for further information. These terms and conditions and any attachments thereto form an agreement between you and Vault (the “**Agreement**”). This Agreement constitutes your client agreement for purposes of the FSRA Conduct of Business Rulebook (“**COBS Rulebook**”) and contains the key information required to be provided to you in your capacity as a Vault client under Rule 12 of the COBS Rulebook and will come into force when you indicate your acceptance of its terms by typing in your full name and clicking the “Submit” button at the bottom of the screen.

Definitions:

1. “**Broker**” means any person, entity, or firm that is a broker dealer registered with the Securities and Exchange Commission and member of the Financial Industry Regulatory Authority.
2. “**Broker Account**” means the Broker account opened by you and maintained with said Broker pursuant to the Broker Account Terms for use with your Investment Strategy.
3. “**Broker Account Terms**” means the terms and conditions applicable to your Broker Account.
4. “**FSRA Rules**” mean the rules and guidance issued by the FSRA from time to time.
5. “**Investment Arrangement**” means the process by which Vault arranges for a transaction to take place in accordance with your Investment Strategy.
6. “**Investment Portfolios**” means a portfolio of investments that Vault may offer or structure on your behalf from time to time.
7. “**Investment Strategy**” means the strategy adopted to structure and allocate investments in your Investment Portfolio(s) in accordance with your investment goals.
8. “**Priority Accounts**” means a Vault Account that holds (held through the corresponding Broker Account) between USD100,000 and USD1,000,000.
9. “**Private Accounts**” means a Vault Account that holds (held through the corresponding Broker Account) more than USD1,000,000.
10. “**Professional Client**” means investors with at least USD1,000,000 in net assets and currently, or has worked in the last two years, in a regulated financial institution or has sufficient experience and understanding of relevant financial markets, products and associated risks; or an investor that otherwise meets the criteria for a Professional Client as defined in the COBS Rulebook.
11. “**Recommended Allocation**” means an allocation of investments in your Investment Portfolio informed by your risk appetite.
12. “**Retail Client**” means an investor who is not a Professional Client.
13. “**SmartCash Monthly Platform Fee**” means the fee charged for the provision of the Vault SmartCash service, as more particularly described in Schedule 1.
14. “**Tiered Annual Platform Fee**” means the annual fees charged for the provision of the Vault Core Services, as more particularly described in Schedule 1.

15. “**Vault Account**” means the account opened by you and maintained with us pursuant to this Agreement, including your Broker Account.

16. “**Vault Alternative Investment Arranging Fee**” means the fees charged for the Vault Alternative Investment Arranging Services, as more particularly described in [Schedule 1](#).

17. “**Vault Bespoke Advisory Hourly Fee**” means the fees charged for the Vault Bespoke Advisory Services as more particularly described in [Schedule 1](#).

18. “**Website**” means www.vaultwealth.com

Defined terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the FSRA Regulations and Rules available [here](#)

1. Appointment

This Agreement sets out the terms governing our relationship with you. This includes the basis pursuant to which Vault may make certain Recommended Allocations for your Investment Strategy and execute your Investment Strategy on your behalf. This Agreement will become legally binding, and we will start providing our services, as described herein, to you, once we have received confirmation of your completed account opening process for your Broker Account and you have satisfactorily completed all know-your-client, client onboarding, anti-money laundering verification processes required under the applicable FSRA Rules and our internal policies and procedures.

1. Vault provides you with a simple advisory service with a view to you investing your funds in recommended Investment Strategies. We will ask you certain questions about your financial circumstances such as your annual net income and liquid net wealth, to help us identify which Investment Strategy is suitable for you to invest in. We will not advise you on any existing investments you may currently hold, the efficiency of your approach to paying off any debts, tax efficiency (or any other tax advice), or whether any particular income needs will be met. Should you need advice on your wider personal financial circumstances, you may contact your assigned personal advisor or one of our financial advisors at advisors@vaultwealth.com

. In addition to this Agreement, the terms of any Investment Strategy which you adopt, the Broker Account Terms, and the terms of Vault’s Privacy Policy will apply to you. You represent and warrant to us that:

- a. you are duly authorized to enter into this Agreement;
- b. you are over the age of 18;
- c. you are not a resident or citizen of, or the holder of a Green Card issued by, the United States of America;
- d. you are the sole owner of the funds invested through your Vault Account and are (subject to the provisions of clause 29 (Joint Vault Accounts)), the only person entitled to the funds and assets accessed through your Vault Account;
- e. all information provided to Vault, including but not limited to information submitted during the Know Your Customer (KYC) and client onboarding processes, as well as any information provided for the purposes of Client Classification as defined in the FSRA Rules, is complete, true, and accurate to the best of your knowledge at the time of submission;
- f. you undertake to promptly update and notify Vault of any changes to the information provided, or if any information becomes inaccurate or misleading, ensuring that Vault always has the most current and accurate information necessary to comply with regulatory requirements and to provide services under this Agreement; and
- g. you will promptly notify us if any of these representations and warranties ceases to be true.

2. You acknowledge that an investment carries with it the risk of loss of some or all of the capital you have invested through the Vault Account. Furthermore, Vault gives no assurance or guarantees that the value of investments through your Vault Account will not decrease or that the investment held through your Vault Account will generate either profits or income, or that any investment or savings goals you may have (even where you notified us of them) will be achieved.

3. Vault does not provide you with any taxation, administration, legal or accounting services or advice.

4. You acknowledge and agree that where we are required to do so in accordance with FSRA Rules

and applicable law, Vault may at any time cancel, suspend or restrict your Vault Account, including your Broker Account. Vault is not required to provide you with notice or justification in circumstances where doing so would breach a Vault obligation under the FSRA Rules or applicable law.

2. Our standard of care

1. Vault shall provide the services under this Agreement in accordance with the degree of care, diligence, and skill a reasonably prudent financial adviser would exercise in the circumstances.

2. Vault is committed to a client-centric approach in its investment recommendations and does not receive third party commissions for providing advice or making investment recommendations to you pursuant to this Agreement. In certain instances, Vault may receive a commission for specific investments or additional services made pursuant to your instructions. When Vault receives a commission with respect to a specific investment or service, it will disclose this to you.

3. Client categorisation

1. For the purposes of the FSRA Rules, Vault will classify you and treat you as a Professional Client subject to your declaration and validation that you hold a net assets of at least USD 1,000,000 and meet the other criteria for being an [“Assessed” Professional Clients – “Individuals” under the FSRA’s Rules](#). If you choose not to be classified as a Professional Client, Vault will classify you as a Retail Client. Where we classify you as a Retail Client, you are entitled to the protections available to Retail Clients under the FSRA Rules. You may not be eligible for certain Vault services if you are classified as a Retail Client.

4. Service Overview & Account Handling

1. Vault will provide services under this Agreement as detailed in Schedule 1 (Scope of Services and Fee Structure).

2. You will deposit your monies directly into your Broker Account. You hereby agree and understand that the Broker Account is not maintained by Vault. Rather, the Broker Account is maintained by Broker and all funds that you deposit in the Broker Account will be held in the custody of Broker. Vault’s role with respect to the Broker Account is restricted to facilitating its establishment and granting you an interface through which you may access your Broker Account and execute transactions therefrom. The laws and regulations applicable to your Broker Account shall be those applicable to Broker in its home jurisdiction wherever that may be, including the laws and regulations administered and supervised by the relevant governmental authority, and this may affect your ability to access your Broker Account or in certain circumstances such as an insolvency of Broker, recover the funds deposited in your Broker Account.

3. In the event of insolvency of Broker, you understand that Broker may not be subject to the insolvency legislation and rules applicable in the ADGM, and that you may not be able to fully recover some or all of the funds in your Broker Account.

4. You agree that:

a. in the event of insolvency or default of Broker, you may not be able to fully recover your investments held with Broker. We shall not be liable to you for any and all loss suffered or incurred by you as a result of any act, omission or insolvency of Broker;

b. where investments are denominated in a foreign currency, the investments may be held in an omnibus custody account with an entity which is licensed, registered or authorised to act as a custodian in the country or territory where such investments are held. In such case, you understand that the laws and practices relating to custody accounts in the relevant jurisdiction may differ. Depending on the jurisdiction, this may affect your ability to recover the investments deposited with Broker;

c. your investments with Broker are governed by the Broker Account Terms available on your chosen Broker’s website; and

d. Broker and Vault shall have viewer access to your Broker Account which will enable Broker and Vault to view your Broker Account details and holdings.

5. Scope of our advice

1. If you use any service that we provide from time to time which includes an advisory element, following our assessment of your objectives and investor profile, we may provide a Recommended

Allocation that we consider suitable for you.

2. We will keep the Recommended Allocation under review to ensure it remains suitable for you, given your risk appetite, investment objectives, and investor profile based on the information that you provide to us from time to time. Vault may elect not to change your Recommended Allocation to take account of short or medium term performance.

3. You agree that you are not obliged to accept any advice provided, or recommendation made, by us (including any Recommended Allocation) and unless otherwise provided for, you retain sole control and authority over your trading and investment decisions and shall be entitled to determine, in your sole discretion, whether to accept, reject or implement an advice, recommendation or opinion (including any Investment Strategy) made by us.

4. You may at any time elect to vary your Investment Strategy, provided that we are not obliged to agree to provide the services hereunder to you on the basis of your proposed investments. You further understand that you shall be solely responsible for ensuring that your proposed strategy and investments entered into are suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs.

5. We will act on your instructions, indicated by your confirmation of your Investment Strategy, and pursuant thereto you agree that:

a. we may recommend investments to you or otherwise pass on your instructions to Broker in accordance with your Investment Strategy and you authorize us to withdraw and invest monies in your Broker Account, as your agent and at your sole risk and account, in the relevant investments;

b. we may enter into any kind of transactions or arrangement for you and to invest in any types or investments or other assets and, without limitation, to close out transactions, deal with your assets including selling such assets or settling a sale order on your behalf to give effect to your instructions and Investment Strategy; and

c. all transactions, arrangements entered into and actions taken by us on your behalf, including the collection, delivery and receipt of funds or assets, all payments, closing out and unwinding or transactions, will be made by us as your agent, pursuant to your instructions, for your sole account and at your sole risk.

6. Your personal circumstances

1. You are required to contact us if there is a change in your personal circumstances which would affect your classification as a Professional Client or the information you provided to us for purposes of determining your investment objectives and risk appetite, including your responses to our risk tolerance questions and any other specific circumstances that you communicate to us.

2. We will contact you annually with a view to obtaining from you an update on your personal circumstances and investor profile, and KYC information, as necessary. If you do not respond or provide us with the information we ask for, we will not be able to (and accordingly have no obligation) update your Vault Account.

3. You may however, contact us at any time if you wish to discuss your Investment Strategy or the allocation to or performance of investments in your Vault Account.

4. Should you contact us or respond to our request for a review, we may agree to provide you with a revised Recommended Allocation.

7. Maintaining the balance of your Recommended Allocation

1. The Recommended Allocation percentages recommended to you may be breached by the occurrence of any events or circumstances outside the control of Vault including, but not limited to, changes in the price or the value of the investments as a result of market movements, currency movements, lack of availability of investments arising during a process of transitioning to an alternative investment, or as a result of an agreed change in your Investment Strategy.

2. An investment's compliance with any specifications made in the Recommended Allocation or otherwise communicated to you shall be determined at the date of purchase of that investment. Any such specifications shall not be deemed breached as a result of changes in the value or status (including the credit rating) of an investment following purchase. Vault shall assess the need to change and/or replace its selection of an investment (whether ETF or otherwise) as appropriate, considering any matters that appear to us to be relevant to the ongoing suitability of that investment for you.

8. Instructions to Vault and Power of Attorney

1. Vault will act on your instructions to undertake (on your behalf) such actions as may reasonably be required for Vault to pass orders on your behalf.
2. For the term of this Agreement, you irrevocably grant to Vault, and each of its directors for the time being, a power of attorney (with full rights of substitution) with full authority to be your true and lawful attorney to do in your name and on your behalf, all things you could have done for the purposes of:
 - a. carrying out any transactions for your Broker Account or any of your other instructions;
 - b. discharging any of our obligations to you under the Agreement; and/or
 - c. doing anything which in our opinion is necessary or desirable to preserve our rights under the Agreement. You undertake to ratify and confirm, and hereby ratify and confirm, all that we may do pursuant to this power of attorney.
3. You will execute and deliver any authorizations and documents as may be reasonably necessary for Vault to carry out its services under this Agreement.

9. Your obligations

1. It is your responsibility to ensure that information or documentation provided by you to Vault is correct, accurate, complete, up-to-date, and not misleading in any respect, and that you have notified Vault of any information which could be relevant to the performance of Vault's duties under this Agreement. You will indemnify us and hold us harmless from any liability arising out of any failure by you to provide us with any information or documents that we request, as well as for any error, omission, inadequacy, or inaccuracy in any information and/or documents that you provide to us.
2. You acknowledge that Vault will be relying on the information or documents provided by you to Vault. You will promptly advise Vault of any material change in your financial circumstances. Until such time that Vault is advised of these changes, you acknowledge that Vault shall rely on your Investment Strategy as communicated to us.
3. You will be responsible for all tax returns, filings and reports on any transactions undertaken pursuant to this Agreement and for the payment of all unpaid capital calls, taxes or other liability arising out of, or in connection with, the investments accessed through your Vault Account.
4. You will provide to Vault any documents and information that Vault may require to comply with the requirements of relevant anti-money laundering laws.
5. You acknowledge that borrowing money to finance a contribution into your Broker Account or other investments accessed through your Vault Account involves the risk that the value of your capital investment will go down such that you will have insufficient funds to repay the capital of the loan. Any returns on your capital may be insufficient to meet interest due on the loan. If you borrow money to make a contribution, it is your sole responsibility to repay the loan and pay interest as required by the loan's term. The obligation to pay back the loan will remain even if the value of the investments accessed through your Vault Account and Broker Account declines. We strongly recommend against you borrowing to fund an investment with Vault.

10. Instructions and communication

1. Instructions may be given through electronic communication, including but not limited to email or via your Vault Account, or by scheduling a call via your Vault dashboard, but in any case, instructions are only received, acknowledged and acted upon once you complete a multi-factor authentication process. Once an instruction is received, relayed to Broker, and executed, Vault will confirm the execution to you through written communication. All written communications should be directed to Vault's registered office at the address set in this Agreement and on our Website. Complaints should be notified to Vault in accordance with clause 21.
2. Vault shall be entitled to act on any instructions reasonably believed to be from you or an authorized representative of you. It is your responsibility to keep the security details applicable to your Vault Account and Broker Account safe and not share them with any other person. Where you have any reason to suspect that your security details have or might be compromised, you must contact us immediately.
3. You acknowledge that:
 - a. Vault may not accept instructions until it is able to satisfy itself that the instructions originated from you or an authorized representative of you; and

b. Vault will not be responsible for any losses or loss of opportunity due to any delays arising from Vault confirming the validity of instructions or the accuracy of instructions where they are in Vault's opinion, unclear.

4. Vault shall not be responsible for the advisability or suitability of transactions made at your instruction where: Vault has indicated that such a transaction is not advisable and/or suitable for you, or (ii) Vault is acting on an Execution-Only Basis (i.e., Vault will pass on your instructions to Broker on your behalf without providing any advice or recommendations regarding the suitability or appropriateness of those transactions). Where Vault provides you with a recommendation to take a step or action in connection with your Vault Account and you do not do so, Vault shall not be responsible for the consequence of your failure to do so.

5. Vault, in its sole discretion, may refuse to act on an instruction given by you or your authorised representative, where:

- a. it has reason to doubt the validity of the instruction;
- b. the instruction is not capable of being carried out on the Vault platform;
- c. or the instruction is inconsistent with the Recommended Allocation.

6. Vault will not be obliged to deal with any person to whom you may have disposed or otherwise assigned or transferred to or encumbered any funds, assets or other entitlements accessed through your Vault Account.

7. Where you have opened a joint Vault Account, Vault will only comply with instructions received from the person who registered the joint Vault Account and regard such instructions, without further enquiry, as being authorized by all of the named Vault Account holders.

8. Transaction statements, valuation reports and other summary reports on the Vault Account and reports or investment commentary as Vault may choose to provide, will be provided electronically to you by email to the address provided by you or via your dashboard. At any time, if you require these documents in a format other than email, or if you need a statement directly from Broker, they can be provided upon request. Vault and/or Broker may charge a reasonable fee for this service.

9. All communications between you and Vault must be in English. By entering into this Agreement, you confirm that you can read and understand the English language. If you are in doubt as to the meaning of any clause in any document that we provide to you, please seek independent advice.

11. Delegation and use of third parties

1. Vault may appoint any affiliate or person, delegate or agent of a third party to perform part or all of any of Vault's obligations under this Agreement to the extent permitted under the FSRA Rulebook, provided that in doing so Vault's responsibility to you for these obligations shall not be reduced.

2. In performing its obligations to you, Vault may appoint or use the services of certain third-party service providers, including: (i) price, market or valuation information or assessment services, and (ii) broking, dealing or registrar services. Vault shall not be responsible or liable to you for the performance by these parties or their services, provided Vault has exercised reasonable care and diligence in their selection of the same.

12. Lending, borrowing and underwriting

1. Vault will not: (i) commit you to supplementing the assets accessed through your Vault Account or your Broker Account by borrowing cash or investments on your behalf and by committing you to a contract which may require you to supplement such assets; or (ii) enter into stock lending, stock borrowing, repurchase or reverse repurchase arrangements in relation to assets accessed through your Vault Account or your Broker Account.

13. Valuations and Reporting

1. Statements showing the composition and value of the assets accessed through your Vault Account or your Broker Account and ongoing transactions will be provided in your secure Vault Account and your Broker Account area on the Website.

2. Vault shall provide periodic statements and reports to you setting out transactions and the value and composition of the Vault Account.

3. Valuation levels used in statements for the assets held through your Vault Account shall reflect

Vault's good faith effort to ascertain fair market levels for the assets based on pricing and valuation information that Vault believes to be reliable and which may compromise and be based on valuation information provided by Broker with respect to your Broker Account. Variations in market conditions will mean that the prices shown in periodic statements and any other reports do not necessarily reflect realizable values.

14. Dealing and counterparties

1. In effecting transactions in your Broker Account, Vault will pass your instructions to Broker to buy and sell shares on your behalf, based on your confirmed Investment Strategy and any further specific consents you may provide to Vault.

2. All transactions will be affected in accordance with the rules and regulations of the relevant market or exchange, and Vault may take all such steps as may be required or permitted by such rules and regulations and/or by good market practice including, where appropriate, parting with possession of documents of title representing investments in the Broker Account.

15. Potential conflicts of interest and disclosures

1. Vault and its affiliates (together, the "Group") provide a number of services to a range of clients and there may be times when there is a conflict between the Group's interest and the duty owed to a client, or a conflict between the differing interests of two or more clients to whom in each case the Group owes a duty. Vault and any affiliate may affect transactions in which Vault, any affiliate, another client of Vault or of an affiliate has, directly or indirectly, a material interest or a relationship of any description with another party, which involves or may involve a potential conflict with Vault's duty to you.

2. Vault is required to have in place arrangements with a view to taking all reasonable steps to prevent such conflicts of interest constituting or giving rise to a material risk of damage to the interests of its clients. Vault will ensure that such transactions are affected on terms which are not materially less favourable to you than if the conflict or potential conflict of interest had not existed. Vault has a [Conflicts of Interest Policy](#)

that sets out the types of actual or potential conflict of interest which affect our business and includes details of how these are managed.

16. Fees and Charges

1. A monthly platform fee is charged for the use of the services provided to you by Vault at the rate of 0.7 percent per annum for Priority Accounts and 0.4 percent per annum for Private Accounts. For new accounts opened on or after January 1, 2025, the fees and charges for our services are outlined in Schedule 1 (Scope of Services and Fee Structure) and Vault may amend the fees or structure in its sole discretion with 60 days prior notice of the changes. Unless agreed otherwise, all fees are due within thirty (30) days of receiving our invoice. These fees are exclusive of any VAT or other similar taxes, which if payable will be payable by you.

2. Any sums due to Vault or to any other person in respect of fees or otherwise pursuant to this Agreement (including any applicable VAT) may be withdrawn from the Broker Account and you authorize Broker to make payment of fees to Vault. Further, we may deduct your Broker Account with the full amount of any fees payable by you, or any other monies owed by you to us pursuant to any liability of any nature arising in respect of the Broker Account or otherwise. For this purpose, we may withdraw and collect uninvested cash in your Broker Account and/or sell your assets and collect the proceeds from such sale for such purpose.

17. Currency Conversion

1. We are entitled to convert any sum received by us (whether for credit into your Broker Account or in payment of any sum due to us) to the currency of the Broker Account or the currency in which payment is to be made, as the case may be, at a rate of exchange determined by us at the relevant time.

2. We may, at any time at a rate determined by us in our sole and absolute discretion, convert any amount in any Broker Account or standing to your credit to any other currency for the purpose of carrying out your instructions or exercising our rights under the Agreement. Exchange rate losses and the costs of conversion shall be borne by you.

18. Referrals

1. If you were introduced to us by a third party, we do not accept responsibility for any conduct, action, representation or statement of such third party. We may share our fees with or provide such other benefit as we may deem appropriate to such third party or any other third party.

19. Taxation

1. You remain responsible for the management of your affairs for tax and accounting purposes. Vault shall not provide you with tax or accounting advice or services. Vault shall have no responsibility to consider your tax status in providing the services under this Agreement.

2. You will promptly provide to Vault all information or documents that are requested by any tax authority of Vault in respect of you.

20. Liability

1. Your objectives, as stated in your Investment Strategy, are to be considered only as goals, and while Vault will provide Recommended Allocations which, in its judgement, are suitable, considering (among other things), your profile and investment objectives, Vault does not guarantee the results of any investment and will not be responsible in the event that some or all of such objectives are not realized.

2. Vault shall not be liable for any error of judgement or any other loss suffered by you in connection with the services it provides to you under this Agreement (and in particular, but without limitation, Vault shall not be liable for any loss which may be sustained in the purchase, holding or sale of any investments in accordance with those services) unless such loss arises from negligence, wilful default, dishonesty or fraud by it or any of its employees. Vault shall not be liable for any other losses suffered by you (which shall include loss of profits, income or capital, costs, expenses, claims or damages) including losses arising from:

- a. negligence, wilful default, fraud or insolvency of any other person;
- b. Vault exercising its limited power of attorney, carrying out or relying on instructions or on any information provided or made available to Vault by you, Broker, any appointed representative or agent of yours or any person duly appointed by Vault;
- c. market conditions or changes in market conditions;
- d. or any delayed receipt, non-receipt, loss or corruption of any information contained in email or for any breach of confidentiality resulting from email communication or any consequential loss arising from either of the foregoing.

3. Vault shall not be liable for any consequential, special, indirect or speculative loss or damage, or loss of profits, loss of opportunity, goodwill or reputation suffered by you or any other person.

4. In particular, but without limitation, Vault shall not be liable for any default of any counterparty, bank, sub-custodian, or any other entity which holds money, investments or other documents of title on behalf of you or with or through whom transactions are conducted for you. Vault shall not be liable to you for any losses incurred by you as a result of the acts or omissions of Broker, save to the extent such losses are caused by Vault's negligence, wilful default or dishonesty in complying with clause 11.1.

5. The Website and/or your Vault dashboard are provided "AS IS" on an "AS AVAILABLE" basis without any representations or any kind of warranties whatsoever (whether expressed or implied by law). We and our licensors disclaim to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Without limiting the foregoing, we do not warrant that our services, functions contained in or access to the Website and/or your Vault dashboard or other content will be timely, uninterrupted or error-free without omission, that defects will be corrected, or that the Website and/or your Vault dashboard or their contents are free of infection by computer viruses and/or other harmful or corrupting code, program, macro and such other unauthorized software, or that the download, installation or use of any systems or content of the Website and/or your Vault dashboard in or with any computer will not affect the functionality or performance of the computer. We are not responsible or liable for the deletion or failure to store any content maintained or posted by or through the Website and/or your Vault dashboard.

6. The Website and/or your Vault dashboard may contain links to other websites which are not maintained by us. Similarly, other websites may contain links to the Website and/or your Vault dashboard.

We have no control over such sites and resources, and you acknowledge and agree that we are not responsible for the availability or contents of those websites and shall not be liable for any damages or injury arising from the availability or contents of those websites. Any links to other websites are provided as a convenience to you as a user of the Website and/or your Vault dashboard, and does not imply our endorsement of the linked website or association with their operators. We disclaim all responsibility and liability, direct or indirect, for any damage or losses (including any virus, spyware, malware, worms, errors or damaging materials contained in the linked sites) caused or alleged to be caused by or in connection with the use or reliance on any such content available on or through any such site or resource, which are accessed and used at your own risks.

21. Complaints

1. We have procedures for handling your complaints fairly and promptly. Should you have a complaint, kindly submit your complaint in writing to: team@vaultwealth.com

2. Should we consider that another regulated financial institution is entirely or partly responsible for the matter complained of, we may refer your complaint to that institution. In this instance, we will firstly inform you that another financial institution is entirely or partly to blame and will obtain your consent in writing to refer the complaint to the relevant institution. We will continue to handle any part of the complaint that is not referred.

3. We will try to resolve your complaint as quickly as possible and to your complete satisfaction. If we are unable to satisfactorily address your complaint, you may be able to refer your complaint to FSRA.

22. Termination & Vault Account Suspension

1. You may close your Vault Account and Broker Account (and so terminate this Agreement) and redeem your invested funds at any time by instructing us to do so through the functions on the Website.

2. You may also terminate this Agreement without closing your Broker Account and deal directly with Broker in the management of your Broker Account and investments. Vault may terminate this Agreement and close your Vault Account on thirty (30) days' written notice, by providing you with written notice which may be communicated by electronic mail. Termination of your Vault Account will not impact your Broker Account. You will retain full responsibility for any transactions, holdings, and obligations associated with your Broker Account. This Agreement may be terminated immediately on written notice by either of us, which may be communicated by electronic mail, if the other commits a material breach of this Agreement and if capable of remedy shall not have remedied the same within thirty (30) days after service of notice requiring it to be remedied.

3. Vault may suspend access to your Vault Account without notice to you if:

a. we have reason to suspect fraud or that the security of the Vault Account has otherwise been breached;

b. we have reason to suspect that the Vault Account is being used in a way that is contrary to applicable law, including the applicable FSRA Rules, for market abuse, or for the furtherance of a financial crime including money laundering;

c. you fail to provide us with information that in our reasonable opinion we need to satisfy our obligations under rules and regulations, whether relating to the prevention of financial crime or otherwise; or

d. we have reason to suspect that the Vault Account is being used in a way that is contrary to sanctions related rules or regulations.

4. To the extent that we are permitted to do so by law and regulation, we will contact you on the suspension of your Vault Account promptly and seek to satisfactorily resolve the issue and will remove the suspension when we resolve the issue. We may be prohibited by law from contacting you or discussing details with you.

23. Consequences of Termination

1. All outstanding transactions at the time of Vault Account, including your Broker Account, closure will be settled and the investments in your Vault Account liquidated, with the funds and proceeds accessed through your Vault Account remitted to your designated current account.

2. Any termination shall be without prejudice to the rights and liabilities of either party in respect of

transactions already initiated or to services already provided.

24. Inurement and Estate

1. In the event of your death, disability or physical or mental incompetence, there will be no automatic termination or change to this Agreement. Your respective successors, executor, administrators, or guardians or controllers acting on your behalf, should contact us to determine the appropriate procedure for the ongoing administration or as appropriate closure of your Vault Account.

25. Confidentiality

1. Both Vault and you will at all times keep confidential information acquired in consequence of this Agreement, except for information which they are bound to disclose under compulsion of law, or by request of regulatory agencies or to their professional advisers.

2. Vault is not obliged either to disclose to you, or, in taking any action in connection with the arrangement of the Vault Account, to take into consideration information: (i) where the disclosure of it to you would be a breach of duty or confidence to any other relevant person; or (ii) which comes to the notice of an employee, officer or agent of Vault but does not come to the actual notice of the individual managing the Vault Account or taking the relevant action.

26. Data Protection

1. Vault may collect, use and store the personal information ("Personal Data") which you provide from time to time. As used herein, Personal Data has the meaning given to the term in the ADGM Data Protection Regulations 2021 (as amended). Personal Data may include information provided for the purpose of compliance with anti-money laundering regulations and information deriving from transactions that Vault carries out on your behalf.

2. You consent to us using and holding your Personal Data in accordance with our Privacy Policy.

3. In particular, Vault may use the Personal Data that it collects:

- a. to open your Vault Account and enable related trading arrangements;
- b. to supply the services;
- c. to meet Vault's obligations under FSRA Rules and other applicable law;
- d. for client service, analysis and market research purposes;
- e. to undertake credit and reference checks and/or to recover a debt or for the purposes of legal proceedings; and/or
- f. for general account administration purposes.

4. You agree that Vault may share your Personal Data in the following circumstances:

- a. where Vault uses your Personal Data to assess your eligibility for the services and to verify your identity; Vault may share Personal Data with its affiliates and with third parties who may administer and operate the Vault Account from time to time.
- b. Vault will always take appropriate measures and meet its legal obligations to ensure that any Personal Data transferred to such third parties is kept securely;
- c. on an assignment of the obligation and rights under this Agreement, or if Vault restructures its business or the whole or any part of its business is sold then Vault may transfer your information to the relevant third party provided this is in line with statutory data protection requirements; and
- d. Vault may share your Personal Data with the UAE and overseas law enforcement agencies or regulatory authorities and other relevant bodies for crime prevention purposes.

5. Vault will retain copy records for a period stipulated by us in accordance with FSRA Rules and other applicable law from the date of termination of your Agreement. Vault may scan and retain all hard copy documentation including Personal Data within our data storage system indefinitely. Retained data may be archived off-site and can usually be retrieved within three working days. Vault may seek to recover reasonable expenses for retrieval of any data after the termination date.

27. Recording

1. You authorise us and any of our affiliates to record any telephone conversation or any electronic

communication conducted between you and us or our personnel, to retain such recordings and use them in such manner as we consider appropriate. The recordings shall be admissible as evidence in legal proceedings and shall have the same probative value as a written original document. You shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records and you hereby waive any right (if any) to so challenge or dispute. You agree that the recordings made by us shall be conclusive evidence of the contents and shall be binding on you.

28. Force Majeure

1. In the event of any failure or delay in performance of Vault's obligations under this Agreement resulting from acts or circumstances not reasonably within Vault's control, including, but not limited to acts or regulations of any governmental bodies or authorities or securities exchanges, a custodian refusing to act on Vault's instructions or the breakdown, failure or malfunction of any telecommunications or computer service, except for Vault's own systems, Vault shall have no liability for any loss or change in the value of the assets in the Vault Account or any opportunity lost as a result of the above failure or delay.

29. Joint Vault Accounts

1. Where two or more persons enter into this Agreement as joint holders (other than joint trustees), the liability and obligations of each joint holder pursuant to this Agreement shall be joint and several; any one joint holder alone is thereby liable in full for any sums owing in the joint Vault Account.

2. Where joint holders enter into this Agreement they agree that it is their express intention to create an account as joint tenants with the effect that on the death of either or any joint holder, the entire interest in the Vault Account shall be vested in the surviving joint holder(s) on the same terms as set out in this Agreement.

30. Amendments and Assignments

1. Vault may amend this Agreement on sixty (60) days' written notice of the changes to you, which may be given by electronic mail. If you do not close your Vault Account prior to the date on which you are notified that the changes will come into effect, you will be deemed to have agreed to the changes and they shall apply to your Vault Account therefrom.

2. This Agreement shall not be assignable by you without the express written consent of Vault.

3. Vault may on thirty (30) day's prior written notice (which may be via email to the email address provided to Vault by you), assign its rights and/or obligations under this Agreement to a third party selected by Vault, including by way of merger, consolidation or the acquisition of all or substantially all of Vault's business and assets relating to this Agreement, provided that: (i) doing so shall not adversely affect your rights or obligations under this Agreement; and (ii) the assignee is to Vault's reasonable satisfaction able to provide an equivalent level of service and regulatory and commercial assurance.

31. General

1. No failure on the part of any party to exercise, and no delay in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

2. In the event any provision of this Agreement is adjudicated to be void, illegal, invalid, or unenforceable, the remaining terms and provisions of this Agreement shall not be affected, and each of such remaining terms and provisions shall be valid and enforceable to the fullest extent permitted by law.

3. A person who is not a party to this Agreement has no rights to enforce any term.

4. This Agreement, the Schedules and any other documents annexed to or incorporated by reference are to be construed as one document constituting the agreement of the parties as to the subject matter of this Agreement.

5. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6. You and Vault agree that neither party will have any remedy in respect of any statement,

representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

32. Governing Law

1. The provision of services to you under this Agreement will be governed by and construed in accordance with the laws of England. The exclusive place of jurisdiction for any disputes arising out of and/or in connection with this Agreement will be the courts of the ADGM. However, we reserve the right to take legal action against you before the courts of the country in which you are resident or before any other competent authority.

Schedule 1: Scope of Services and Fee Structure

1. Scope of services

1. Vault will assist in the setup of the Vault Account for you, including a Broker Account, and you authorize us to provide the following services (collectively referred to as the "Vault Core Services") in exchange for the Tiered Annual Platform Fee:

- a. at your request or instruction, provide you with investment advisory and other services (within a range as may be specified by us) in accordance with the terms of the Agreement;
- b. provide you with a Recommended Allocation for your personal Investment Strategy. This recommends that the balances in your Broker Account are allocated into one or more Investment Portfolios incorporating the various Investment Arrangements and balanced according to our assessment of what is suitable for you. This is based on our consideration of your responses to our risk tolerance questions and any other specific circumstances that you communicate to us; and
- c. transmit buy/sell trade orders on your behalf to Broker for execution, which will incur Broker fees, based on your instructions, including the Investment Strategy that you decide to adopt.

2. Additionally, Vault offers the following services for fees listed in section 2:

- a. **"Vault Bespoke Advisory Services"**: Personalized financial planning advice tailored to your individual needs.
- b. **"Vault Alternative Investment Arranging Services"**: Arranging private market investments, available only to clients classified as Professional Clients as defined under the FSRA Rulebook.
- c. **"Vault SmartCash"**: Arranging interest-bearing deposits to optimize cash management.

2. Fee Structure

Unless otherwise agreed in writing, the following fee structures will apply to your Vault Account and remain in effect until the account is terminated. These fees encompass the range of services provided to you by Vault under this Agreement and are subject to change as outlined in clause 16.1.

1. Tiered Annual Platform Fee: Applicable to new accounts opened on or after January 1, 2025 (existing clients as of December 31, 2024, will continue under their current fee billing structure unless they opt to migrate to the new terms):

- a. The first \$100,000: 1.25% per year
- b. The next \$400,000: 1.00% per year
- c. The next \$500,000: 0.50% per year
- d. Above \$1,000,000: 0.25% per year
- e. Funds exceeding \$20 million: Free of charge

2. Vault Bespoke Advisory Hourly Fee:

- a. \$500/hour for financial planning meetings.
- b. Applies solely to advisory and planning services and will be invoiced separately from any other services.
- c. Invoiced and payable within thirty (30) days of receipt.

3. Vault Alternative Investment Arranging Fee:
 - a. One-time fee of 1-2% of the investment amount plus VAT.
 - b. Invoiced and payable within thirty (30) days of receipt.
4. SmartCash Monthly Platform Fee:
 - a. 0.4% per annum regardless of account balance.

Conflict of Interest Policy

At Vault Wealth Limited ("Vault"), maintaining the highest standards of transparency and integrity is integral to our values and regulatory obligations. We recognize that potential conflicts of interest may occasionally arise in the course of delivering financial services to our clients. Our policy ensures that any such conflicts are promptly identified, managed, and disclosed clearly and effectively, in compliance with the ADGM Financial Services Regulatory Authority (FSRA) requirements.

Identification and Management

We actively monitor our business activities to identify any real or potential conflicts of interest that may affect our ability to act impartially in the best interests of our clients. Upon identifying a potential conflict, we implement appropriate procedures to manage and mitigate its impact.

Disclosure

Where we identify a conflict that cannot be entirely prevented, we will transparently disclose the nature of this conflict to our clients. Disclosure will be timely, clear, and comprehensive, allowing clients to make informed decisions regarding our services.

Commitment to Fairness

We commit to treating all clients fairly and ensuring that no client is disadvantaged due to conflicts of interest. Our employees are required to adhere strictly to our internal procedures, which include regular training and monitoring to uphold these standards.

Client Interests First

Above all, our priority is always the interests of our clients. Decisions involving potential conflicts are made with an explicit commitment to prioritizing client needs, thereby maintaining trust and confidence in our services.

If you have any questions or require additional information regarding our Conflict of Interest Policy, please contact your dedicated advisor or contact support@vaultwealth.com

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Thank you for your trust in Vault Wealth Limited.