

## GENERAL TERMS AND CONDITIONS

### 1. Introductory statement

- 1.1 Enigma Wise s.r.o.**, ID No.: 14292165, with registered office at Na Perštýně 342/1, Staré Město, 110 00 Prague 1, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 363469, is a company incorporated under the laws of the Czech Republic (hereinafter referred to as "**Enigma Wise**").
- 1.2 Contact details Enigma Wise:**
- headquarters: Na Perštýně 342/1, 110 00 Prague 1
  - phone contact: +420 773 781 888
  - e-mail contact: info@enigmawise.com
- 1.3** Enigma Wise's business activities include, but are not limited to, brokering of trade and services, wholesale and retail trade, provision of software, information technology consultancy, data processing, hosting and related activities and web portals, with a focus on the licensing for consideration of algorithmic software for algorithmic trading (also referred to as automated trading).
- 1.4** *Algorithmic trading* uses a computer program that follows a defined set of instructions to execute trades. The defined sets of instructions are based on various mathematical models that take into account, for example, time, price or quantity of trades.
- 1.5** The essence of algorithmic trading is trading in which part of the trader's activities are taken over by computer programs. The computer program evaluates the changing market situation and according to pre-set criteria adjusts the course of selling or buying and according to the set strategy ensures trading on the stock exchange, or evaluates whether the order to trade on the stock exchange will be sent or not.
- 1.6** Enigma Wise owns a computer program - software through which algorithmic trading is carried out. The exclusive partner for algorithmic trading is the brokerage company RoboForex. RoboForex is a world-famous and trustworthy brokerage company and holds a special FSC brokerage license "*Trading in financial and commodity derivatives and other securities*".
- 1.7** The business of Enigma Wise does not consist in carrying out foreign exchange trading or other forms of providing capital market services, nor in arranging such business. Enigma Wise is also not a person referred to in Section 15(1) of Act No. 240/2013 Coll., on Investment Companies and Investment Funds ("*ICAI/F*"). Enigma Wise does not carry out asset management as an activity consisting in the gathering of funds or things valued at money for the purpose of

co-investing on the basis of a defined strategy for the benefit of investors or for any other purpose. None of Enigma Wise's activities consist of managing the assets of third parties or providing other investment services.

**1.8 Enigma Wise focuses its trading activity exclusively on the provision of a license for software for algorithmic trading** (hereinafter also referred to as the "**Product**"). The trading itself takes place on the platform of the brokerage company, which is RoboForex Ltd. The rights and obligations arising from this legal relationship are governed exclusively by the terms and conditions of this brokerage company and Enigma Wise has no legal relationship to them and is not liable for any claims arising from them. For the avoidance of doubt, Enigma Wise expressly represents that it does not accept or hold the Customer's funds for the purpose of appreciation.

**1.9** Although Enigma Wise does not carry out or broker trades in investment instruments or derivative financial instruments, we consider it necessary to draw attention to the basic risks involved in such trading:

- The value of and return on an investment may fluctuate over the investment period and there is no guarantee of a return on the amount invested.
- Past returns are no guarantee of future returns.
- Foreign exchange trading carries a high level of risk that may not be suitable for all investors.
- Trading leveraged or contracts for difference (CFDs trades) carries the risk of multiplying losses. This type of trading is more risky than investing in the stock market.
- Consider your investment objectives, experience and, in particular, your risk tolerance before you begin investment trading.
- If you are in doubt, ask the experts for advice.

**1.10** Enigma Wise advises that these Terms and Conditions are not intended as a guide to investing and do not constitute investment recommendations or advice to buy or sell any investment or financial instrument. Enigma Wise further expressly declares that by licensing the Product, it is not providing any investment advice within the meaning of the relevant legislation, as the licensing of the Product cannot be considered as a targeted (individualised) recommendation to specific persons, is not presented as a suitable Product for a specific group of persons, nor is it based on any consideration of any specific circumstances of the person concerned or of persons with the same or similar circumstances. For this reason, Enigma Wise does not collect or seek any information about the status, personal, financial or other circumstances or investment preferences of Users.

**1.11** The User thus expressly acknowledges that the granting of a license to the Product does not take into account in any way his personal circumstances, capabilities, goals or other individual parameters. The Provider does not in any way consider the suitability of the Product for a particular User or the suitability of the investment.

**1.12** The essence of the business relationship between the Provider and the User is the granting of a license to the Product to the User, so that the User may use the Product at his/her discretion on his/her

trading accounts with their broker with whom they have a separate legal relationship independent of their relationship with the Provider.

- 1.13 Enigma Wise declares, and the User expressly accepts and acknowledges, that Enigma Wise as Provider shall not be liable for the results of the investment activity. All risks associated with investing, including any loss of funds due to investment risks, are solely the responsibility of the User.**

## **2. Definition of terms**

**2.1** These General Terms and Conditions of Business (hereinafter also referred to as "GTC") define the basic terms and conditions of business and regulate the mutual rights and obligations and the relationship between Enigma Wise and its customers (Users) in the provision of a license to the Product, in the provision of other support services related to the Product, as well as the mutual rights and obligations of the parties arising from the processing of personal data.

**2.2** Capitalized terms used in these GTC, and unless the text indicates otherwise, shall be construed for the purposes of interpreting these GTC to mean:

- a) "**Provider**" means Enigma Wise s.r.o., ID No.: 14292165, with its registered office at Na Perštýně 342/1, Staré Město, 110 00 Prague 1, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 363469. The Provider is the exclusive owner of the Product;
- b) "**User**" means any natural or legal person to whom the Provider provides the Product. A User may be a consumer or a business;
- c) A "**consumer**" is any person who, outside the scope of his business activity or outside the scope of the independent exercise of his profession, concludes a contract with an entrepreneur or otherwise deals with him.
- d) "**Product**" means the Provider's software designed for algorithmic trading, including all updates and add-ons provided to Users. The Software, including its functionality, may change during the course of the trading relationship. The Product is protected by the Provider's copyright.
- e) "**T&C**" means these Enigma Wise General Terms and Conditions.
- f) "**RoboForex Ltd.**" is a brokerage company located at 2128 Guava Street, Belama Phase 1, Belize City, Belize. Withdrawals through this broker can be made using the Product license.
- g) "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

### **3. Subject of the contractual relationship**

- 3.1** The Provider grants the User the right to exercise the right to use the license to the Product in the manner and to the extent set out in Article 4 of the GTC below, for which the Provider is entitled to a license fee. The right to the Provider's remuneration arises only if the User makes a profit by using the license to the Product. The amount of the remuneration is 50% of the weekly profit. No other financial compensation (fees, out-of-pocket expenses, etc.) shall be paid by the User to the Provider. The remuneration in the form of a share in the Provider's profit is paid weekly through the broker RoboForex Ltd.
- 3.2** The Provider's product is provided exclusively on the RoboForex Ltd. platform, which is intended for investment trading.
- 3.3** The Provider, together with the granting of a license to the Product, also provides the User with basic technical support regarding the Product, which consists of online communication via WhatsApp chat. Neither the Product nor the Product licence includes the provision of the operation of the Product on a server (hosting services).

### **4. Registering and creating a user account**

- 4.1** In order to use the Product license properly, a User account must be created on the RoboForex Ltd platform. Upon User registration, an account is created for the User on the myroboforex.com website. Without this registration, the Product license cannot be granted. The User registration is carried out under the terms and in the manner regulated by the broker RoboForex Ltd. Detailed instructions and description of the registration method, including the description of the principle of granting the Product is also contained here <https://www.enigmawise.com/faq>.
- 4.2** The registration at RoboForex Ltd. includes KYC process (*process to verify the identity of clients*) and subsequent creation of a compatible trading account, to which the User deposits the amount to be invested by bank transfer, debit card payment, payment via Revolut, ApplePay, GooglePay or crypto transfer. The amount to be invested shall be determined by the User at his/her discretion. The minimum amount defined for each variant of the Product must be maintained for the correct and full functioning of the individual algorithms throughout the entire period of use of the license. Only the User has access to the User Account. The User is at all times the owner of the funds in his account and may dispose of them freely. After depositing the funds, the User shall connect to the Provider's Product. Connection to the Product takes place in the User's account via the button "Send request". The moment the Provider confirms this connection to the User, the User is granted a license to the Product and the purpose of the legal relationship between the Provider and the User is fulfilled. The Provider performs the confirmation, as a rule, within 24 hours.
- 4.3** Before registering on this platform, the User is advised to thoroughly read the Terms and Conditions and other related documents to which the User agrees by registering. The legal relationship between the User and RoboForex Ltd. arising on the basis of this registration is governed exclusively by the terms and conditions of this brokerage company. The Participant acknowledges that the services of RoboForex Ltd. broker are

charged, to the extent and in the manner set out in the relevant regulations of that broker. The Provider is not a party to this legal relationship, and therefore, in particular, is not responsible for the observance of the rights and obligations arising from this legal relationship, as well as is not liable for any damage or injury incurred by the User. The Provider further states that it does not have access to the User's account or to the User's data. The Provider is also not authorized to dispose of the User's account in any way, nor is the Provider authorized to provide support, e.g. in case of technical problems (forgotten password/account lockout, etc.).

**4.4** The User may cancel his/her User account at any time under the terms and conditions set by RoboForex Ltd., at which point the Product license is terminated. The license to the Product shall also expire:

- by disconnecting the User from the Provider's Product,
- by reducing the balance of funds in the account below the minimum threshold set by the Product's investment strategy,
- by the Provider by disconnecting from the Product; such disconnection by the Provider may occur only if the balance of funds on the User's account falls below the minimum threshold set by the relevant Product variant.

## **5. Product License**

**5.1** The Provider grants the User a license to the Product, as a non-exclusive license. The User is entitled to use the Product only for his/her own use.

**5.2** The User is not obliged to use the Product license.

**5.3** The User is not entitled to provide the Product, even in part, to a third party for a fee or free of charge without the prior written consent of the Provider, and is not entitled to repair, modify, interfere with, reproduce or distribute the Product. Nor may the User assign the rights and obligations under this license to a third party without the prior written consent of the Provider. However, the User is entitled to change the preset parameters of the Product at his/her own discretion within the scope of activities performed on his/her user account.

**5.4** In the event that the Provider makes modifications, updates, improvements or other changes to the Product, the license shall also apply to the Product so modified. The Provider is not obliged to make such changes to the Product.

**5.5** User acknowledges that interaction with other computer programs may be necessary for proper use of the Product. The use of these other programs is subject to specific contractual arrangements with the rights holders of these computer programs.

**5.6** The product is offered with preset parameters in several software variants, which are defined in more detail on the Provider's website, in the version:

- Enigma Easy
- Enigma Profi

- Enigma Premium

**5.7** The license is granted for an indefinite period of time.

**5.8** The User is entitled to terminate the use of the license to the Product at any time by disconnecting from the Product. Disconnection from the Product does not entail any financial penalties for the User. The various methods and conditions of termination are set out in Article 4, paragraph 4 above.

## **6. Communication to consumers**

**6.1** The User acknowledges that he/she is entitled to unilaterally disconnect from the Product **at any time**, which will terminate the license and therefore the legal relationship between the Provider and the User, without any financial penalty to the User.

**6.2** Unilateral disconnection from the Product is performed within the user account. Disconnection from the Product is automatically notified to the Provider. No acceptance or other confirmation of such disconnection (termination of the Product license) is required from the Provider.

**6.3** Given the nature of the legal relationship, the User acknowledges that the license to the Product is granted to the User immediately after the User connects to the Product on his/her user account and the Provider accepts this connection.

**6.4** The provisions contained in this article also apply to the User who is not a consumer.

**6.5** The cost of using remote means of communication (telephone, Internet, etc.) to obtain a license to the Product is at the normal rate, depending on the tariff of the telecommunications services used by the User.

**6.6** For the avoidance of doubt, the Provider expressly states that in the event of termination of the legal relationship, the User is not entitled to a refund of the royalty already paid.

## **7. GDPR**

**7.1** For the purposes of fulfilling the rights and obligations arising from the legal relationship, the Provider processes the User's personal data to the following extent:

- User's name and surname
- the User's telephone number and e-mail address, hereinafter collectively referred to as "*Personal Data*"

**7.2** The processing of this Personal Data is necessary for the above reasons.

**7.3** Personal data is processed in accordance with the GDPR Regulation for the purpose of the proper performance of rights and obligations arising from the legal relationship. For these purposes, Personal Data is retained for the entire duration of the legal relationship and thereafter for a period of 3 calendar months. Personal Data that is processed on the basis of the User's consent for the purpose of sending advertising and marketing communications is processed for the duration of the legal relationship and thereafter for a period of 1 year or until the consent is withdrawn.

**7.4** The Provider declares that it considers all Personal Data to be confidential and that it is not disclosed to any third party, except where this obligation is provided for by law. The Provider further declares that it has adopted and taken all necessary measures to protect the security of the User's Personal Data.

**7.5** The User agrees to the Provider processing the above personal data also for the purpose of sending commercial communications. The User may revoke his/her consent at any time, free of charge, in particular via a link placed in each e-mail commercial communication or via e-mail [info@enigmawise.com](mailto:info@enigmawise.com).

**7.6** According to the GDPR, the User has the right to:

- request the Provider to inform what Personal Data of the User is processed by the Provider,
- request access to this data from the Provider and have it updated or corrected, or request a restriction of processing;
- request the Provider to delete the Personal Data; the Provider shall perform the deletion unless it is contrary to the law or the legitimate interests of the Provider;
- object to processing on the basis of a legitimate interest of the controller;
- the portability of the data in the case of automated processing based on consent or for the performance of a contract;
- request a copy of the Personal Data processed;
- to effective judicial protection if the User considers that his/her rights have been violated as a result of the processing of Personal Data in violation of the GDPR;
- in case of doubts about compliance with the obligations related to the processing of Personal Data, contact the Provider or the Office for Personal Data Protection.

**7.7** The User acknowledges that the Provider may delegate the processing of Personal Data to a third party as a processor.

## 8. Other and final provisions

- 8.1** The provisions of these GTC are an integral part of any legal relationship arising from the granting of a license to the Product to the User.
- 8.2** The Provider is entitled to unilaterally change these GTC at any time. The new version of the GTC will be published on Enigma Wise's website in good time.
- 8.3** If any provision of the GTC is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.
- 8.4** Relations and any disputes arising from the concluded contract shall be resolved exclusively under the law of the Czech Republic and shall be settled by the competent courts of the Czech Republic.
- 8.5** The contract is always concluded in the Czech language.
- 8.6** These General Terms and Conditions are valid and effective **as of 1.10.2023** and are available at Enigma Wise's registered office and electronically at [www.enigmawise.com](http://www.enigmawise.com).