



April 2021

Table of Contents

Section 1 - General Terms	3
Oval Money	3
Our Customers	4
Where we operate	5
Your Oval Account	6
Your Cash Account	6
Your right to close your account	7
Our right to suspend or close the Oval Account	7
Complaints	9
Cost and Charges	9
Protection	10
Interruption of the services	10
Rewards	10
Third Parties Providers (TPP)	11
Your Information	11
Oval liability	12
No advice	13
Changes to Oval Terms & Conditions	13
Right of Disposal	14
Law Applicable	14
Intellectual Property	15
Section 2 - Terms and conditions for saving	15
Your Oval and Cash Account	15
Direct debit	16
If you owe us money	16
Oval Smart Rules for managing your saving	17
Cost and charges for the saving services	19
Section 3 - Terms and conditions for investing	19
Investment Services	19
Selecting investments	21
Appropriateness test	21
Initial Investment amount	22

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April 2021

Reception & transmission of orders policy (« RTO Policy »)	22
Investments Cost and Charges	23
Tax Regime	24
Mandate	25
Client categorization	25
Disinvestment	25
Key Risks	26
Section 4 - Terms and conditions for payments	26
Making payments	26

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April 2021

Section 1 - General Terms

1. Oval Money

Oval Money is a UK registered Company. Our registered address is at Flat G, 88 Philbeach Gardens, SW5 9EU, Earl's Court (Companies House Company Registration no. 09990597).

We are authorised and regulated by the Financial Conduct Authority ("FCA"), whose address is 12 Endeavour Square, London, E20 1JN. Our FCA registration number is 775672.

Oval Money Ltd is the only owner of the Oval App. These are the new legal terms (Terms and Conditions or Document) for the use of the App Oval and its services. These terms are between you (the Customer) and Oval Money Ltd (Oval/us/we) and its subsidiaries and branches (Entities) that are part of the group (Oval Group):

- Oval Marketplace A.V. SLU, (Oval Marketplace) a Spanish Company registered at Calle Manzanares, Num. 4, 28005 Madrid and it is regulated by the Comisión Nacional del Mercado de Valores (CNMV). Oval Marketplace provides placing of financial instruments and reception and transmission of orders, as well as distribution of banking products to the Customers based in Italy.

If you are a new Customer you accept them during your registration and they will be legally binding when you use the Oval App.

If you are an existing Customer this document replaces the previous version of our terms and conditions, and you accept them on your first log-in into the latest version of Oval app.

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April 2021

This Document contains important information regarding the services that we provide to you so for your own benefit and protection, please read it carefully before accepting it. You should read this document along with our [Privacy Policy](#).

If you have any questions about our terms and conditions, please contact us at support@ovalmoney.com

We can contact you via Oval app, our messaging platform, or through email. It is your responsibility to ensure the contact information we have for you is up to date. You are required to notify us promptly if there is a change to: your name; your address; your Personal Accounts (which is your usual bank account(s) held with your personal bank) and linked to the Oval Account; your mobile number and/or your status as a UK or EU resident. Following any of these changes it might be necessary for us to ask you for, and for you to provide, more information as part of this process.

With your consent we will send you notifications on your transactions, accounts and in-app news on new features and products being introduced.

2. Our Customers

We are required to verify your identity in accordance with European regulations on investor protection and functioning of financial markets (MiFID II) and anti-money laundering regulations that are applied at the moment you sign up. The 'know your customer process' (KYC) is a law requirement and if you do not provide the necessary documentation you will not be able to complete your onboarding process.

You warrant and represent to us that you are aged 18 or over and that you are an EU or UK resident.

We do not accept US citizens and US persons as Customers. Please refer to our [FAQs](#).

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April 2021

In the light of the above you warrant and represent to us that you are not a US citizen or a US person. You agree to notify us immediately on an ongoing basis whether you became a US citizen or a US person.

We treat Customers that are considered politically exposed persons (PEPs) with particular care and attention. A PEP refers to an individual – whether foreign or domestic – with a prominent public function, as well as his or her family members and close personal or business associates.

We require you to inform us during the onboarding process or immediately after, whether you are or became a PEP. For further details you can refer to our [FAQ](#).

We have categorised you as a retail client, and this will impact on your use of your Oval Account (Section 1.4) and on your protection if you decide to invest (Section 3).

3. Where we operate

Oval provides savings services in both the UK and in Europe (you can refer to section 2 of this Document).

As soon as this terms will enter into force, Oval's investment services will be distributed in the following countries:

- UK, Spain and Italy

We will let you know in advance as soon as we are authorised to distribute our investment services in all the other European countries.

4. Your Oval Account

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April 2021

The Oval Account is your account with us, which we will activate for you through the mobile application (the App), when you complete the onboarding process. You will receive a notification that your Oval Account is active.

You are the only owner of your Oval Account, which is personal, non-transferable.

You are not allowed to use it for business or commercial purposes.

You can not open more than one Oval Account.

5. Your Cash Account

Your Oval Account will offer you a Cash Account (Cash Account) that according to your country, can be an e-money wallet or a payment account of any sort.

Oval does not hold Customer's money. The Cash Account is opened and held by our Third Party Partners (TPP) which are European entities authorised and regulated by the relevant regulatory authorities (Part 13)

Your Cash Account will allow you to:

- save money (Section 2)
- invest money (Section 3)
- make payments to and from your Cash Account (Section 4)

For the purpose of this document these are called Oval Services.

6. Your right to close your account

You may close your Oval Account, subject to the settlement of all outstanding transactions in your Cash Account, at any time and for any reason by providing us with a written notice at support@ovalmoney.com. Transactions already in progress will be completed in the normal course of business.

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April 2021

If you have an overdraft in your Cash Account, before closing it you will have to manage and pay it off.

If you have investments open, upon your instruction, we will request through the Mandate that you have granted us (Section 3 part 7) our TPP to close them for you and once the money has been safely disinvested and received in your Cash Account, we can close it. When we refund your money it will be an updated value of your investment according to the performance of the product at that moment, net of the fees and charges applied on the investment product. The money so calculated will then be returned to your Cash Account.

7. Our right to suspend or close the Oval Account

We may freeze your Oval Account without notice if

- you contact us to inform us that your mobile phone has been lost or stolen;
- you haven't given us any information we need, or we have good reason to believe that information you have provided is incorrect or not true;
- we have good suspects that you are behaving fraudulently;
- you've seriously and persistently broken the terms and conditions contained in this document;
- we believe that your use of the App can cause a damage to us or our software, systems or hardware;
- we have good reason to believe that you continuing to use your Oval account could damage our reputation or goodwill;
- we have asked you to settle any overdraft on your Cash Account and you have not done so within a reasonable period of time (reserving our right to request you the payment of any due sum in a more appropriate way);
- we have to do so under any law, regulation, court order or ombudsman's instructions;

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April 2021

- for technical problems, emergencies, maintenance, software implementation or and if this happens we will do our best to contact you to let you know what you should do.

We may also decide to close your Oval Account due to the above reasons if the above mentioned cases are particularly concerning for Oval. Should we decide to close your Oval Account we will contact you through the App at least 7 business days before we do so.

If you have on-going investments we will freeze your investments and wait for your further instructions. If we do not receive your instructions within 7 business days from the communication, Oval will proceed to disinvest your money through the Mandate that you have assigned us (Section 3.7). When we refund your money it will be an updated value of your investment according to the performance of the product at that moment, net of the fees and charges applied on the investment product. The money so calculated will be returned to your Cash Account. We will proceed sending the money to your Personal Bank Account.

8. Complaints

Should you have any complaints in relation to the services provided by us then please notify us by email at support@ovalmoney.com. Please use the subject "Complaint".

We will acknowledge your complaint promptly and arrange an internal investigation according to the type of complaint and the Entity responsible for the service provided to you, as described in art.1 of this Document.

Oval will give you a final response within 15 days, although in exceptional circumstances we may take up to 30 days. We will let you know the reasons for such a delay.

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April 2021

If you remain dissatisfied with our response, we will always inform you that you may refer the complaint to the Financial Ombudsman Service (“FOS”). However, depending on the services we provided to you, it is possible that your complaint should be filed to a different authority. In this case Oval’s customer agents will give you all the necessary information to file the complaint with the right authority.

9. Cost and Charges

The App is free for you to use. Your Oval Account is also free for you to use. If this changes, we will notify you in advance.

The cost and charges you may incur for the saving services are related to the chargeable services provided by our TPP and are not mandatory. You will find more info on these costs and charges on their documents available in App for you.

The cost and charges you may incur for your investment services will vary according to the type of product offered by our TPP, and we will make duly available to you all the adequate documentation for you to make an informed decision. (Section 3 part 6)

10. Protection

The compensation schemes across the EU Member States have been created to compensate investors when investment firms do not return the investor’s asset. Generally as per the European directives, compensations will take place because of frauds, administrative negligence or in the event the investment firm is unable to fulfill its obligations due to administrative malpractice.

Compensation schemes do not cover investment risk, such as when an investor has bought stocks which then fall in value.

We advise you to get in touch with our Customer Service team at support@ovalmoney.com for further information.

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April 2021

11. Interruption of the services

Oval aims to ensure that the App and your Oval Account are available and up and running for you to use at any time however. However there may be times where the App or the Oval Account may not be available and where we may not be able to facilitate your investment instructions. There may be interruptions and/or delays to our Oval Services which do not depend on us. If this happens we will do our best to contact you to let you know what you should do. If you need you can also contact us by email at: support@ovalmoney.com.

12. Rewards

Sometimes we offer rewards for inviting friends to join Oval or other similar initiatives which we inform you about. We can withdraw or change these offers any time, without letting you know in advance. If you do not redeem your reward in 60 days you will lose them.

13. Third Parties Providers (TPP)

To provide the services included in your Oval Account we use a number of TPP. They are:

- the entities which hold you money in your Cash Account;
- the entities that receive your investment funds under your investment instructions;
- the entities that help us to verify your identity in accordance to anti money laundering legislation;

Please refer to our Privacy Policy for information about our partners' and suppliers' processing your personal data (Section 1 part 14).

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April 2021

14. Your Information

Within the Oval Group, Oval Money Ltd is the data controller which is registered with the Information Commissioner for the handling and processing of personal information. Oval Money Ltd has an appointed data protection officer (DPO) and it has mandatory obligation to comply at all times with the applicable data protection legislation.

We will take all reasonable steps to ensure that the database containing this information is constantly updated and is securely protected against unauthorised entry and that personal information is kept strictly confidential.

Oval Marketplace AV, SLU, which is part of Oval Group is a data processor of your personal data and is included and defined as third party providers as explained in clause 13 of this Document.

The Oval Group is currently operating in accordance with General Data Protection Regulation (GDPR). From the 1 January 2021, the GDPR will be retained in UK domestic law as the "UK GDPR" and will sit alongside an amended version of the UK Data Protection Act 2018.

Oval Group's main establishment is in the UK and the Entities are located in Europe. Should the need arise Oval Marketplace A.V shall be appointed as GDPR representative in the EU.

We will let you know in a timely manner any new essential update on the finalization of an agreement between the UK and the EU in relation to GDPR.

Full terms outlining the protection, processing and treatment of your data can be found in our Privacy Policy which you must read in connection with these terms and conditions.

15. Oval liability

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April 2021

Oval does not hold Customer's money.

Oval shall not be liable for losses or damages suffered by you unless such loss or damage arises from our gross negligence, breach of these terms and conditions, wilful default or fraud or from our failure to comply with applicable laws or regulatory requirements.

We will not be held liable for any loss incurred by you which arises, either wholly or in part, as a result of an event which is beyond our reasonable control to prevent and the effect of which is beyond our reasonable power to avoid in relation to your Oval Account.

We only provide the Oval Services for personal use. You agree not to use the Oval Account, the Oval Services or the Cash Account for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. No advice

We are not a financial adviser, and we do not provide financial, legal, tax or any other advice. We are not responsible for ensuring that your Cash Account has sufficient funds for your needs, purposes, or transactions. We do not make any representations, warranties, or guarantees of any kind that any or all of the Oval Services are suitable or appropriate for you. If you are not sure whether any of the Services are suitable or appropriate for you then we recommend that you seek advice from a qualified financial, legal, tax or other adviser.

17. Changes to Oval Terms & Conditions

We expect to update or amend these Terms and Conditions from time to time to meet our changing business requirements.

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April 2021

We may also amend them:

- to make these terms fairer to you or easier to understand, or to correct mistakes;
- to reflect changes in market practice or conditions;
- to reflect changes imposed by laws or regulations;
- to reflect changes to our arrangements with any of our service providers.

The above changes will be enforced immediately. We will notify you about the change within 30 days of the change.

If we make a change to these Terms that may have a relevant impact on you (for example the App will not be a free service anymore or we have to suspend one of our Oval Services), we will provide you with at least 30 days' prior notice.

18. Right of Disposal

Upon the death of the owner, the Oval Account (including your Cash Account) will be closed. We will require the person who approaches Oval claiming to be the owner's legal successor to provide suitable proof according to the inheritance law to Oval, a valid ID and a death certificate to us. In case the owner has investments ongoing, we will request our TPP partners to close them under the Mandate that we have been given (Section 3 part 7) and once the money has been safely disinvested and received in the Cash Account, we can then close the Oval Account including the Cash Account. When we refund the money it will be an updated value of the investment according to the performance of the product at that moment, net of the fees and charges applied on the investment product.

19. Law Applicable

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April 2021

These Terms and Conditions and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions (including non-contractual disputes or claims).

20. Intellectual Property

Our App and website and all intellectual property rights contained therein, are owned by Oval or Oval's licensors. Intellectual property rights means rights such as, but not limited to: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered anywhere in the world. In addition, all page headers, custom graphics, button icons or the like are owned by Oval or Oval's licensors.

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All content is protected by applicable English and international intellectual property laws and treaties.

Section 2 - Terms and conditions for saving

1. Your Oval and Cash Account

Your Oval Account offers the Cash Account which enables you to save money with a small effort and simple rules and help you to set money aside.

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April 2021

The Cash Account is opened and held by our TPP as Oval is not authorized to hold your money.

The App will guide you through different options (i.e. saving goals, or smart saving rules) of your money account that you can set up and change anytime in your account to help you deal with your funds.

Through your Oval Account you can:

- access details of transactions and balances on your bank account(s) held with in you personal accounts (Section 2 para 5)
- put money aside for later use;
- enable you to access the financial products or services made available to Oval by our trusted TPP.

2. Direct debit

Through our authorised TPP you are required to set up a direct debit mandate whereby every week money will be transferred from your Personal Account to your Cash Account . The amount and frequency of each direct debit may vary depending on the rules you set up.

The direct debit will continue until you pause it through the app or notify us that you wish to cancel it by contacting us at support@ovalmoney.com. We may not be able to stop payments which are already in progress or scheduled to take place when you give notice to cancel.

We are not liable for any overdraft charges you may incur as a result of any direct debits related to your use of the Oval Services unless we are negligent in cancelling your direct debit when asked to do so.

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April 2021

3. If you owe us money

Overdraft is not arranged and you cannot borrow money on your Cash Account, for example by making payments of more than the value of the money in it or by spending money you know you do not have. If your balance becomes negative you must set the debt off immediately.

If you owe us money, we can take the amount you owe us from your wallets or payment account. We call this our right of set-off. In addition, we have the right to close your Oval Account if your Cash Account presents a negative balance.

4. Oval Smart Rules for managing your saving

The main part of our mission is to teach good financial behaviour and we do so by offering smart rules (Smart Rules) that help to automate saving and to make it a weekly recurrence.

The Smart Rules may change over the time and new ones can be added or can replace old ones.

The main scope is to educate to a systematic and methodical saving, For more information please contact Oval at support@ovalmoney.com.

You will always be free to change the smart rules how they best suit your needs.

5. Cost and charges for the saving services

The cost and charges you may incur for the saving services are related to the chargeable services provided by our TPP and are not mandatory. You will find more info on these costs and charges on their documents available in App for you.

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April 2021

Section 3 - Terms and conditions for investing

1. Investment Services

Oval in the UK and Oval Marketplace in Spain are companies regulated and supervised by respectively the Financial Conduct Authority and Comisión Nacional Mercado de Valores (CNMV). The investment services provided by Oval Money and Oval Marketplace are:

i) reception and transmission of investment orders.

This means that we do not execute investment. We collect your instruction (“Order”) to purchase or sell an investment product available on our App (“Platform Product”), we pass it on to the TPP who issues the product (“Product Issuer”), and which undertakes the transactions ordered by you. Alternatively we can from time to time be the sub agent of an RTO Agent, which will act in its capacity of reception and transmission of orders for our Customers from time to time. In this case we will retain our relationship with you providing all other Oval Services as usual.

Our RTO Agent is Cirdan Capital Management Ltd with registered office in 1 Knightsbridge Green, London, SW1X 7NE, registered in England and Wales with company number 08853583, and VAT No. 206052257, authorised and regulated by the Financial Conduct Authority with no. 744446. Link to Cirdan Capital Terms and Conditions [here](#) and Best Execution Policy [here](#).

ii) placing of financial instruments.

Placing is the service provided by us to a Product Issuer whereby we undertake to place Investment Products with Customers on behalf of the Product Issuer.

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April 2021

Oval Marketplace can act as a withholding agent administering your taxes on investments solely and exclusively for the purpose of carrying out administrative duties for the management of your taxes

All the costs and the modalities of this accessory service will be explained in the Terms & Conditions for the tax regime available in the *Invest section of the App*.

2. Selecting investments

Through your Oval Account, you are able to self-select and invest in a number of Platform Products that are available to our Customers. Please see our blog for more information about the Platform Products and how we have selected them. Please note, however, that we and the RTO Agent do not provide financial advice to our clients and we will never make recommendations based on your personal circumstances.

If you are not sure whether the Oval Account, the Oval Services, or the Platform Products are suitable for you then we strongly recommend that you seek advice from a qualified financial adviser.

Prior to making any decision to invest you must read the relevant documentation such as the “Key Investor Information Document” or “KIID”, the Final Terms and the Costs and Charges relating to the relevant Platform Product. Documents such as the KIID contain important information of which you should be aware. You can access the documents via the App. You can also refer to the relevant Product Issuer’s website for relevant documentation.

We will not provide nor be responsible for providing you with any financial, legal or tax advice.

3. Appropriateness test

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April 2021

You may transmit Orders for Platform Products to us or to our RTO Agent from time to time once we receive all necessary information from you or when our other requirements have been met if this is later. As part of this process you will be required to complete an Appropriateness Assessment. We and the RTO Agent reserve the right at our absolute discretion to refuse your application to purchase a Platform Product without providing any reason for our decision.

4. Initial Investment amount

When you choose to purchase a new Platform Product you must initially commit the minimum amount required. This amount must be in your Cash Account or you can set up a money transfer as explained in App, and the amount you want to invest will be moved to the Issuer Account immediately.

5. Reception & transmission of orders policy (« RTO Policy »)

We are committed to treating you fairly when we manage your Oval Account.

Oval or Oval Marketplace do not themselves execute order(s) or instruction(s) to trade received by Customers, but transmits such order(s) or decision(s) to the Product Issuer which then executes such orders itself and/or places them with other entities for execution. As we do not 'execute' any transactions, so we are not required to meet the 'best execution' requirements – we do not actually undertake the transactions themselves, but pass them on to the Product Issuer, who undertakes the transactions. It is your responsibility to check the 'best execution' policy of your chosen Product Issuer.

From time to time, alternatively we can act as sub agents of the RTO Agent, which will act in its capacity of reception and transmission of orders. In this case we will retain our relationship with you providing the Oval Services as usual.

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April 2021

As a receiver and transmitter of Customers' orders, Oval, Oval Marketplace or the RTO Agent will satisfy its obligation to act in the best interests of the Customer when:

- it receives and transmits orders for execution to Product Issuers and is in a position to deliver the best possible result for the Customer.
- Oval draws to the attention of the Consumer that depending on the type of financial instruments, achieving the best possible result may be complex. In addition, in cases where the Consumer gives a specific instruction (indicating the process for execution of the instruction), Oval, Oval Marketplace or the RTO Agent will transmit the instruction in compliance with that instruction; and
- it monitors and reviews the execution quality of the Customer's orders and corrects any deficiencies.

Customers will be informed without delay of any material difficulty in executing a transaction as soon as Oval or Oval Marketplace will become aware of any issues. As a general rule, Product Issuers will execute orders quickly, efficiently and fairly, and executed orders shall promptly and accurately be recorded and allocated.

6. Investments Cost and Charges

We act at all times in accordance with all applicable laws on transparency and we can charge your Cash Account should we incur in costs and charges we have incurred as a result of one of the following events:

1. we become liable to pay any tax or levies imposed on your Platform Product(s) or on any contribution paid by you; or

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April 2021

2. we become liable to make any other payment to the any governmental agency in the countries we operate or any such self-regulatory organisation, to the extent directly or indirectly attributable to your Platform Product(s);

3. Upon your consent, we are acting on your behalf as a withholding agent in Italy.

If we omit to deduct all or part of any charges from your Cash Account, on the due date, we shall not subsequently be prevented from deducting such amounts or exercising any available remedy as a result of that omission.

In line with what is required by MiFID II, any fees for any part of the investment services will be outlined, in the App, before (*ex ante*) you enter into a transaction which may incur such fees. You will also have all the necessary documentation of the breakdown of the costs and charges you may incur should you choose to invest in any Oval product.

Equally you will be able to request your *ex-post* annual cost and charges statement which will be available by contacting support@ovalmoney.com, which shows the effective cost and charges you incurred in relation to your investments for the past fiscal year.

7. Tax Regime

In accordance with clause 6.3, Oval Marketplace through its Italian Branch located in Via Alfieri 11, 10121 Torino, will offer to all Clients fiscally resident in Italy to opt in for a different tax regime. This will allow you to opt in for a regime administered by Oval according to art. 6 D.lgs. 461/1997) acting as a withholding agent administering your taxes on investments solely and exclusively for the purpose of carrying out administrative duties for the management of your taxes. To discover more on this we invite you to read the tax withholding agent T&C that you can find in the Invest *section* of the App.

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April 2021

If you want to opt in for the self-assessment service, you will only need to choose it through the App. Please note that in any case Oval is required to withhold the applicable taxes on fixed incomes even if you decide to opt for a self-assessment regime. The customer will then be liable for any other tax obligations.

The tax regime you choose for the year 2021 is effective for the entire tax period (therefore for the entire calendar year) and it can only be revoked at the end of the calendar year with effect for the following tax period, unless you breach the T&C of the service, and Oval Marketplace is entitled to modify your regime unilaterally.

If you have any queries you can always contact us at support@ovalmoney.com.

8. Mandate

Everytime you invest, before confirming your investment, you will be asked to tick the box **"I have read the KID and the information provided on the product. I hereby give Oval Group the mandate to control my money for the purpose of this investment"**. By doing this you give Oval authority over controlling your money for the purpose of investing.

The mandate gives Oval Group the ability to control a Customer's assets or liabilities. The mandate will enable us to give instructions to the Product Issuers in relation to your money without the need for your further involvement.

9. Client categorization

We have categorised you as a Retail Client as defined by the MiFID II Directive. As such, you will benefit from the greatest level of protection available under the regulatory system.

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April 2021

10. Disinvestment

If you instruct us or the RTO Agent from time to time to disinvest any of your Platform Product(s) we will do so under the mandate issued to us when you selected the investment. We will continue to act upon other Orders that you provide to us (via the Oval Services). When we refund your money it will be an updated value of your investment according to the performance of the product at that moment, net of the fees and charges applied on the investment product. The money so calculated will be returned into your Cash Account.

11. Key Risks

Generally there are risks associated with investments.

The investments offered by our Product Issuer are subject to loss in value over time. There can be no assurance that any appreciation in the value of investments will occur.

Any investment places your capital at risk, therefore, the value of investments and the income (if any) derived from them may fall as well as rise in value and:

- You are not certain to make a profit
- You may make a loss
- You may lose your entire investment.

The past performance of your investments is not a guide to future performance. The performance of an investment is dependent on its strategy, the skills and expertise of those responsible for managing its investments, and the market(s) in which it invests.

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April 2021

Section 4 - Terms and conditions for payments

1. Making payments

You need enough money in your Cash Account to make payments, invest in the Platform Product and withdraw money. Some transactions that would take your balance below zero may be slow to visualise and still go through. If that happens, we'll let you know the amount you'll need to repay and you'll need to pay us back as soon as possible.

If your Cash Account is a payment account, you will be able to make commercial transactions by using Oval Pay. Alternatively, you can either send or receive a SEPA Bank transfer from and to your payment account through the App.

You can spend with your Oval Pay for free across the SEPA area.

You can decide to withdraw across the Euro Area for free by using the Oval Pay. Check out your limits in the App.

You can freeze your Pay Card directly in the App. If you do not have access to the App, you can freeze your card by calling the 800 005 005 (Italy) or +39 02 917 176 43 for all the other countries. The service is always available.

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