General Terms and Conditions for Performing Transactions

These General Terms and Conditions (the "Terms") govern the performance of transactions in financial assets and foreign exchange instruments by and between you (the "Customer") and Okoora Group (the "Company" or "Okoora"). These Terms form an integral part of the contractual framework between the Customer and the Company, and shall apply to all transactions, operations, and financial engagements conducted with or through the Company, including but not limited to FX option transactions, hedging instruments, and payment services, as further defined herein.

1. The exchange rates are expressed as the number of units of the secondary currency per one (1) unit of the primary currency (Notional Currency or Base Currency). For Yen/ILS, the exchange rate is expressed as 100 units of the secondary currency per 1 unit of the primary currency.

2. Transaction Expiration Dates

2.1. Forex/NIS transactions expire in delivery transactions in Tel Aviv, Monday through Thursday at 15:00 and on holiday eves and Fridays at 12:00.

2.2. Forex/NIS transactions expire in CFD transactions in Tel Aviv Monday through Thursday at 15:30 and on holiday eves and Fridays at 12:30.

2.3. The expiration time for Forex transactions, Forex in Delivery transactions, and CFD transactions is New York at 17:00 (Israel time). On dates when daylight saving time changes abroad relative to Israel, the expiration time may be updated in accordance with the time abroad/Israel.

2.4. On Israeli holidays and dates when there is no trading in Israel and/or abroad and when no exchange rate is published, the expiration date will be set according to another trading day as determined by the Company.

3. **It is clarified that any transaction type listed below will expire on the expiration date, and an expired transaction cannot be executed.**

4. Execution and settlement of accounts

4.1. "European Option" transactions may only be exercised on the expiration date and shall not be capable of execution either prior to or following such date. The terms of the transaction, including premium, amount, rates, date, and all aspects and terms of the transaction at the time of expiration, are determined on the execution date of the transaction.

4.2. Settlement of accounts in the execution of a "European Option" transaction, if it is executed, will be determined on the expiration date and in accordance with the type

of transaction, the terms of the transaction and operation of the barrier components if applicable, against the market conditions as determined by the Company on the expiration date. It is clarified that a transaction that may not be executed on the expiration date expires and cannot be executed after the expiration date. The Customer acknowledges and agrees that all FX option pricing, barrier conditions, and execution parameters are proprietary and determined exclusively by the Company using its internal pricing models and prevailing market conditions, which align with its role as a principal in the transaction. For the avoidance of doubt, the rates for determining the execution or non-execution of any transaction are the rates of the Company's system only as they appear in the Company records (the "**Company Rates**") and not any other rates from any other source other than the Company records.

4.3. The Company acts as the sole principal in issuing and selling customized FX options. Each option is a proprietary over-the-counter (OTC) contract entered directly between the Company and the Customer. The Company assumes full counterparty risk, discretion in pricing, and exclusive responsibility for settlement at expiration, including in-the-money payments. The Customer acknowledges that the Company is not acting as an agent or intermediary in any capacity.

4.4. In CFD transactions, under the terms of the transaction and subject to the Customer's compliance with the obligations of the transaction and/or obligations to the Company, there will be a settlement of accounts in terms of secondary currency between the transaction exchange rate and the representative exchange rate, multiplied by the transaction amount in the primary currency. The Company may convert the terms of the secondary currency to ILS and/or other currency in accordance with the rate determined by the Company on the day the transaction expires. It is clarified that the execution of a transaction will occur only if the terms of the transaction allow the execution in accordance with the market conditions as determined by the Company and subject to the Customer's written notice of an intention to execute the transaction. It is further clarified that to the extent that the market conditions do not allow for the execution of the transaction, the transaction will expire with no value and with no consideration, and the Customer will have no claim or complaint in this regard.

4.5. In delivery transactions, under the terms of the transaction and subject to the Customer's compliance with the obligations of the transaction and/or obligations to the

Company, one currency will be converted into the other currency on the date of expiration of the transaction and no later than two business days after the expiration date. The Customer represents and undertakes that in delivery transactions, the Customer must ensure that the sale amount exists in full in the Customer's account/the Company's account, or/Company's bank accounts on the day the transaction expires and until the expiration date. It is clarified that if the sale amount is not found in the Customer's account/the Company account/Company's bank accounts at the time of expiration, the Company may, but is not obligated to, perform various actions related to the transaction, including closing the transaction, collection of the Customer's balance from the account thereof in the Company, collection of the amount of collateral of the Customer and more. It is clarified that this conversion will occur only if the terms of the transaction allow execution in accordance with the market conditions as determined by the Company, and the Customer has notified in writing of the intention to execute the transaction. It is further clarified that to the extent that the market conditions do not allow for the execution of the transaction, the transaction will expire with no value and with no consideration, and the Customer will have no claim or complaint in this regard.

4.6. For the avoidance of doubt, it is clarified that the execution of a transaction on the day of its expiration is subject to the existence of the terms of the transaction that enable and allow for the execution, if any, in accordance with the market conditions as determined by the Company, including the terms of a barrier rate, if any, compared to the transaction rates.

4.7. **It is clarified that a transaction not executed by the expiration date will expire and can no longer be executed**.

5. Transactions that include a barrier component:

5.1. **Transactions that include a barrier component** (European or American) - the execution of the transaction will be in accordance with the terms of the transaction compared to the market conditions, but subject to the existence and activation of a barrier component. That is, there may be a situation in which the market conditions compared to the terms of the transaction allegedly allow execution, but the barrier component prevents the execution. To avoid doubt, it is clarified that the rates for determining the activation or non-activation of a barrier component are the Company Rates only.

5.2. **Knock-in barrier transactions** — the barrier activates the transaction terms. That is, as long as such a barrier has not been activated (i.e., the rate appearing in the Company records is equal to the barrier rate), the transaction is not active. It will not be executed at any stage or under any condition. Once the barrier has been activated, the execution of the transaction will be determined in accordance with the terms of the transaction compared to the market conditions published by the Company. That is, the activation of the barrier does not activate the execution of the transaction and/or receipt of any payment upon the activation of the barrier.

5.3. **Knock-out barrier transactions — the barrier cancels the transaction, and in fact,** the transaction ceases to exist once such barrier has been activated (where the Company Rates equals the cancelling barrier rate).

5.4. **Transactions that include a European barrier** - the validity and the activation of the barrier will be determined in accordance with the Company Rates compared to the terms of the barrier on the day the transaction expires on Monday-Thursday (at 15:00 Israel time) and on Fridays and holiday eves (at 12:00), both in delivery transactions and in CFD transactions. It should be clarified that a European barrier is a barrier that is valid, determined and measured only on the day the transaction expires and at the specified time.

5.5. **Transactions that include an American Reverse barrier -** activation of the barrier component will be determined in accordance with the Company Rates compared to the terms of the barrier at any moment from the date of execution of the transaction until the date of execution on the expiration date of the transaction, both in Delivery transactions and in CFD transactions. It is clarified that the Company will determine whether the American Reverse barrier is valid, in accordance with the terms of the transaction and in accordance with the market rates it provides and quotes to the Company's various Customers.

5.6. **KIKO options** — Trigger 1 refers to the Knock-In barrier rate and Trigger 2 refers to the knock-out barrier rate in **Option transactions with one barrier** (Knock-in or Knock-out), the Trigger rate refers to the rate of said barrier.

5.7. The Customer acknowledges that the Company Rates are the sole determinants for measuring and activating the validity of the barrier component. The Customer agrees that rates and quotes from third-party sources, including various economic sites, banks, quote providers, or any other publications, are irrelevant to the execution

or non-execution of a transaction and to the measurement, activation, and validity of the barrier.

5.8. For its own risk management purposes, the Company may enter into independent hedge transactions with third-party financial institutions. The Customer acknowledges that such hedging arrangements are executed at Company’s sole discretion, are not disclosed to the Customer, and do not affect the Customer's contractual relationship with the Company. The Customer shall have no rights in or to such hedging transactions.

6. Premium payment:

6.1. The Customer will transfer the premium to the Company's account on the day of the transaction and during operating hours of the Company's bank branch.

6.2.The Customer warrants and represents that the transfer of the premium is a precondition for the transaction, and if the premium is not transferred, the transaction will not be carried out and in such a case the Customer will have no claim and/or demand against the Company in connection with the transaction and/or any other issue. If the Customer fails to transfer the premium as stated above and the Company and/or its related companies incur any damage as a result, the Customer will indemnify the Company and/or the related company for any damage incurred by them as a result thereof and/or due to failure to transfer the premium as stated above.

6.3. The Customer agrees and confirms that the premium paid will not be refunded in any case, whether or not the transaction was executed.

6.4. The premium paid by the Customer to the Company constitutes full consideration for a proprietary financial product structured and issued by the Company. This premium is non-refundable and reflects the transfer of control of a customized financial service to the Customer. Revenue derived from such premium is recognized by the Company based on financial reporting principles applicable to the sale of customized financial products, and is generally allocated over the term of the option, unless otherwise determined by the Company.

7. Payment/receipt of premiums, as specified in this document will be executed by the obligated party to the other party, within two business days from the date the transaction is linked to the currency.

8. The Customer is aware that during the term of the transaction there may be an additional collateral demand that will be determined in accordance with the change in market conditions and in accordance with the Company's demand. The Customer

undertakes to transfer to the Company the required collateral rate no later than one business day from the date of its demand. The Customer is aware that failure to transfer the collateral will entitle the Company, at its sole discretion, to perform various actions regarding the transaction, including closing the transaction and forfeiting the existing collateral amount and the Customer's balance in the account managed by the Company. The Customer shall indemnify the Company for any damage incurred by the Company due to the failure to transfer said collateral.

9. Any failure to transfer funds for the execution of the transaction before the date of the execution may result in additional charges that the Customer is obliged to pay or alternatively may result in the cancellation of the transaction. The Customer will be liable for any resulting loss, in accordance with the Company T&C's.

10. In accordance with the law, withholding tax will be charged on the transaction's redemption date.

11. Any payment by the Company in accordance with this document, if any, constitutes the complete settlement of the Company's and/or its related companies' liability regarding executed transactions. The Company may deduct from any entitled amount any debt of the Customer to it and/or anyone on its behalf, and the Customer will have no claim in this matter.

12. The Customer hereby declares that their decision to execute the transaction was made based on independent discretion and therefore the Company and/or its related companies will not be liable in any way for losses, damages, expenses, claims or any other damage caused to the Customer as a result of actions resulted from the instructions thereof, including, but not limited to, financial decisions, investments or any other action carried out by the Customer based on information provided by the Company and/or any of its representatives. The Customer understands and accepts that the sole responsibility for examining all aspects of the transaction and for making final decisions rests solely with the Customer.

13. The Customer acknowledges, and it was clarified thereto, that a transaction in financial instruments, including Options, is a transaction with special risk. The execution of a transaction in financial instruments entails a very high level of risk; each transaction may result in a loss and even the loss of the whole investment invested in its execution, and the Customer is aware of all the above and has the full economic ability to bear the damages and payments that may be incurred as a result of the execution of said transaction.

14. The Customer hereby declares that it does not and will not have any claims against the Company and/or its related companies for non-execution of the transaction/Option and loss, including premium/collateral.

15. The Customer acknowledges and explicitly and irrevocably agrees to the fact that the terms of the transaction and/or the transaction price will be determined by the Company at its sole discretion, and that they will not necessarily be identical, in whole and/or in part, to the terms of a transaction and/or the price of another parallel transaction of the Company, if any, and that the terms of the transaction and/or the transaction price that will be recorded in the Company records will bind the Customer for all intents and purposes, even if better or different terms were recorded, including on the day of purchase or execution or sale, for other transactions, whether or not in the Company.

16. The Customer understands and agrees that the execution of the transaction may depend on the execution of a third-party transaction by the Company and its ability to execute it. Even if the Customer executed the right resulting from the transaction, this right depends on the concurrent execution of the Company in a transaction with a third party. The Customer shall have no claims and/or demands against the Company if a transaction was not executed in accordance with the provisions of this section.

17. The Customer shall have no claim and/or demand against the Company in connection with the terms of the transaction and/or the price.

18. The Customer undertakes to pay the Company immediately upon its first demand all expenses (including, but not limited to legal costs) that have been or will be incurred by the Company and/or related companies for and in connection with executing the transaction according to this document, or as a result of the actions performed by the Company according to this document. The Customer further undertakes to compensate and indemnify the Company and anyone on its behalf for any damage or loss that the Company suffers in respect of and in connection with the Company's operations at the Customer's request as specified herein.

19. The Customer hereby releases the Company and/or its related companies and anyone on its behalf and/or on their behalf from any liability for any damage, loss, profit prevention, expenses and payments that may be incurred by the Customer, directly or indirectly, as a result of carrying out the Customer's instructions under this document or for not carrying out the actions as specified herein, if and to the extent that the

damage, loss, prevention of profit, expenses or payments were incurred due to circumstances that are not under the control of the Company.

20. Without derogating from the generality of the above, the Customer releases the Company and/or its related companies and anyone on its behalf and/or on their behalf from any liability for any damage, loss, prevention of profit, expenses and payments that may be incurred by the Customer, directly or indirectly, as a result of the Company's reasonable use of various means of communication with the Customer such as mail, telephone, telefax, email, fax or any other method of communication and as a result of any loss, disruption, delay, misunderstanding or error due to such use. The Customer acknowledges and accepts the risks involved in the use of these means of communication and will not raise any claim or action against the Company in connection therewith, except in the event of gross negligence on the part of the Company and the Customer can prove that the damage, loss, expense or payment is due solely to severe negligence of the Company.

21. The Customer agrees that if and to the extent that a competent court determines that the Customer is entitled to receive from the Company and/or any related companies, in connection with any action performed by the Company in connection with the provisions set forth herein, payment of damage, refund, expense or loss of any kind, the responsibility of the Company and/or related companies will be for direct damage only and the total cumulative amounts that the Customer is entitled to receive from the Company as stated above will be limited to the total amounts transferred by the Customer to the Company to carry out the actions specified herein.

22. The Customer acknowledges that the laws of the State of Israel will apply to this document and the performance of actions thereunder, and only in the competent courts in the Tel Aviv District**.**

Risk Disclosure in the Performance of Transactions and Actions in Forex and Financial Assets

1. This risk disclosure clause is intended to present to you, in a non-exhaustive manner, the risks involved in carrying out transactions and actions in forex and financial assets vis-à-vis each of the companies in the Okoora Group and/or companies related to the Okoora Group (hereinafter jointly or severally: the "**Company**").

2. The Customer acknowledges that transactions in financial markets using financial instruments involve special risks. The execution of such transactions entails an extremely high level of risk and may not be suitable for everyone. Any transaction in a financial instrument can result in a loss. The purchaser of a financial asset risks losing the entire investment, and the seller of an Option faces high and potentially unlimited loss risk.

3. The Customer further confirms that the financial markets, including the foreign exchange market and the interest rate market, are subject to influences and fluctuations due to many factors that are not under the control and/or knowledge of the Company. The changes are not foreseeable; there may sometimes be a significant gap between the future price determined in the transaction and the price valid at the time of execution and/or settling of accounts, and the Customer may lose their full investment.

4. The Customer undertakes to verify, before making any transaction with a financial instrument, whether the transaction is suitable for the Customer's purposes, experience, and abilities, considering, inter alia, the Customer's economic situation.

5. The Customer is aware that it is not possible to calculate the full liability amounts of the transactions in advance and said amounts may be much higher than the first estimation of the Customer at the time of execution. Therefore the Customer undertakes to conduct independent precautionary examinations of each transaction in a financial instrument carried out through the Company, before instructing the Company to carry out the transaction.

6. The Customer is aware that in the event that the market trend is contrary to the position thereof, the Customer may be required by the Company and/or by the third parties through which the transactions are carried out to immediately deposit a significant amount in addition to the collateral, in order to maintain a certain position level. The Customer acknowledges that if it does not provide the amounts required immediately, the Company may, inter alia, at its absolute discretion, cause the closing of the position, by selling the financial assets or making a transaction opposite to the open position, which may cause the Customer an immediate loss and/or may prevent any possibility of profit in the future, if the market trend changes, and the Customer hereby waives any claim and/or action and/or demand against the Company in connection therewith.

7. The Customer is aware that carrying out the transactions may lead to the loss of amounts that exceed the amount of collateral required to be deposited with the Company, and that the Customer will be required to pay the balance to the Company. The Customer agrees and hereby authorizes the Company, irrevocably and throughout the term of engagement hereof to perform from time to time, at its sole discretion, any action in the collateral and connection with the transactions, and inter alia, to sell and/or convert and/or execute and/or collect the collateral and/or transactions, even at a deficit and/or loss of investment, in order to cover any debit balances generated to the Customer, if any.

8. The Customer is aware that under certain market conditions, it may be difficult or impossible to cancel a position or execute orders with a price limit (Limit). Orders such as Stop Loss or Stop Limit will not necessarily limit the Customer's losses to intentional amounts because market conditions may prevent such an order from being placed. In such a case, the Customer may be required to invest additional amounts over the previous investment, which may be forfeited as well.

9. The Customer is aware that a Spread position (a transaction that combines the purchase and sale of financial assets in the same underlying asset) may be no less dangerous than a Long (purchase of a financial asset in anticipation of a price increase) or Short (sale of a financial asset in anticipation of a price decrease).

10. The Customer is aware that the high degree of financial leverage sometimes created in trading financial assets, due to the low collateral requirement, may act against the Customer or in favor thereof, and the use of the economic leverage may cause the Customer heavy losses just as it may generate profits for the Customer.

11. Foreign exchange trading services are based on and operate through computer systems, communication networks, and the Internet, and therefore, trading in the system may stop and/or be interrupted, etc., without any prior notification due to a reason that is not under the Company's control.

12. In executing transactions, costs arise from the difference between the purchase and sale prices listed on the site, as well as from other associated fees. These costs can accumulate significantly over time.

13. The Customer acknowledges that each Option has an expiration date beyond which it cannot be executed. After this date, the unexecuted or unsold Option will hold no value or effect. It is explicitly stated that the responsibility to verify all transaction details, including the expiration date of any Option, lies solely with the Customer. The

Company will neither notify nor inform the Customer of the Option’s expiration date. The Customer acknowledges and agrees that the price of an Option before its execution date, and generally for transaction closure purposes, will be determined at the Company's sole discretion. The Customer hereby waives in advance any claims, demands, or actions against the Company for any damage or loss, including but not limited to the loss of premium, resulting from the expiration of any Option or the failure to provide information regarding its expiration date.

14. The Customer acknowledges, without prejudice to any of the provisions of this Agreement and in addition thereto, that the transactions are subject to a set of laws, regulations and rules, including instructions and provisions of various authorities, whether in Israel or abroad (hereinafter: the **“Provisions of the Law**"), and the Customer hereby confirms that it will have no claim and/or demand and/or action against the Company in respect of any action, including information it provides, according to the Provisions of the Law.

15. The Customer acknowledges that this list of risk factors is neither exhaustive nor comprehensive, and other risks may be involved in conducting transactions and actions in forex and financial assets.

16. The Customer is aware of the risks and affirms that they currently possess, and will continue to possess, throughout this engagement, the full capacity to bear all potential results, damages, and payments arising from transactions in financial instruments. These responsibilities rest solely with the Customer. The Customer acknowledges that executing transactions and actions in foreign exchange and financial assets can involve high risks, potentially leading to the loss of part or even a significant portion of the Customer's funds. The Customer declares that any decision to execute transactions through the Company will be made at their discretion and under their full and sole responsibility. The Customer releases the Company from any responsibility for losses, damages, or payments incurred as a result of transactions executed by the Company on behalf of the Customer, according to the Customer's instructions or those of anyone acting on their behalf. The Customer hereby waives any claims, actions, or demands against the Company in respect of such events.

17. It has been clarified to the Customer, who hereby acknowledges the risks involved in trading in transactions and performing actions in foreign exchanges and financial assets. The Customer has the ability to bear the risks that may

result from trading in said transactions and performing said actions and any loss involved therein.

Last Updated: May 1, 2025