Top Markets Solutions Ltd

(Regulated by the Cyprus Securities & Exchange Commission)



COST AND CHARGES POLICY

October 2025

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1. Purpose

This Policy sets out the types of fees, costs and charges ("Costs & Charges") that may be incurred by a Client when using our services, the way those are applied, disclosed and updated, and the Client's acknowledgement and consent to those costs as part of the Client Agreement.

2. Scope

This Policy applies to all Clients of the Company who use its trading/investment services, including but not limited to:

- execution of orders in financial instruments (e.g., CFDs, derivatives, stocks, ETFs, bonds);
- margin trading and leveraged products;
- · account maintenance including inactivity charges;
- currency conversion;
- deposit and withdrawal services.

3. Types of Costs & Charges

3.A. CFDs

3.A.1 Commissions and Spreads

- For CFDs on currencies, metals, energy, commodities and indices (on e.g. MT5 Sharp ECN): raw floating spreads and commissions (half-turn) are set out at https://earn.eu/accounts/trading-conditions/costs-and-charges
- For CFDs on stocks and ETFs: commission (half-turn) or minimum commission in EUR/USD when percentage-based commission is lower than the minimum are set out at https://earn.eu/accounts/trading-conditions/costs-and-charges
- The "half-turn" commission means one side of trade (buy *or* sell); the "round-turn" means both sides.
- The applicable spread and commission per instrument and account type will be published on the Company's website, in the <u>Trading Conditions section</u>

3.A.2 Additional Fees &-Charges

- Currency conversion cost: if the instrument is denominated in a currency different from the Client's account base currency, conversion cost applies on realised profits/losses and related charges. earn.eu
- **Swap / Overnight rollover fees**: when positions are held overnight. The actual rates per instrument are published in the Trading Conditions section and/or Swap Calculator. When keeping a position overnight, note that the Company applies a triple swap on Wednesday in order to compensate for the upcoming weekend. There are

- some exceptions to this rule: a triple swap for CFDs on Energies, CFDs on Commodities and CFDs on Indexes is applied on Friday. Additionally, for USDTRY.cfd and USDCAD.cfd pairs, the triple swap is applied on Thursdays.
- Inactivity fee: e.g., EUR 50 (or equivalent) per month if no trading, deposit or withdrawal activity occurs for three (3) consecutive months. Actual fee is set out at earn.eu
- Deposit & withdrawal fees: No Deposit fees are imposed by the Company. Client covers intermediary and beneficiary bank fees as well as Payment Service Provider's fees for deposits and withdrawals. Detailed information can be found at https://earn.eu/accounts/trading-conditions/deposits-withdrawals

3.B. Direct market access (DMA)

3.B.1 Scope

This section applies to Clients using the Company's **Direct Market Access (DMA)** services via the *Earn Broker* environment, including web and mobile trading applications, which provide access to real stock and ETF markets, bonds, and options.

3.B.2 Trading Commissions and Market Data Fees

Trading commissions for stocks, ETFs, bonds, options, OTC instruments, IPO/SPO subscriptions, are set out in the **Fee Schedule** published on the Company's website: https://earn.eu/public/uploads/documents/en/A11FeeSchedule.pdf

The Fee Schedule specifies, for each Service Plan (Standard, Silver, Gold, Platinum, Exclusive):

- The minimum commission per trade and per-share rate applicable per market (US, European, Asian).
- Separate tariffs for IPO/SPO participation, OTC instruments, and margin lending.
- Market-data and terminal fees (for example, DAS Trader available on higher plans and CQG terminal charged according to provider tariffs).

3.B.3 Deposits, Withdrawals, and Currency Conversion

Deposits by bank transfer are generally free of charge. Card deposits, withdrawals, and currency conversions are subject to the charges described in the Fee Schedule and on the **Trading Conditions → Costs and Charges** page:

https://earn.eu/accounts/trading-conditions/costs-and-charges

3.B.4 Custody and Corporate Actions

Custody services, transfers of securities, safekeeping, and participation in corporate actions (e.g. dividends, voting rights, buybacks) are charged in accordance with the Fee Schedule. Annual safekeeping and transfer fees are calculated as a percentage of the security value or a fixed amount per order, as applicable.

3.B.5 Margin Lending

For margin trading under DMA accounts, daily loan rates for long and short positions are defined in the Fee Schedule and vary by Service Plan. Rates are accrued daily and debited monthly.

3.B.6 General Provisions

- All commissions and fees are calculated and charged in the account's base currency unless otherwise stated.
- The Company reserves the right to revise the Fee Schedule and will notify Clients in advance of any material changes.
- The Fee Schedule, as amended from time to time, forms an integral part of this Policy and of the Client Agreement.

4. Fee Schedule Publication & Client Notification

- The Company will maintain a publicly accessible fee schedule (on its website under "Trading Conditions → Costs & Charges"). earn.eu
- The Client acknowledges that the published fee schedule forms part of this Client Agreement. <u>earn.eu</u>
- The Company will notify the Client of any changes to the fee structure three (3) business days in advance (via e-mail, platform message, or website announcement) prior to the changes taking effect. earn.eu
- The Client is responsible for reviewing updates before trading, as such changes may affect their costs. earn.eu

5. Client Acknowledgement & Consent

By signing the Client Agreement, the Client:

- a) acknowledges that they have read, understand and accept this Costs & Charges Policy and the Company's published fee schedule;
- b) consents to the application of all fees, commissions, currency conversion costs, swap/rollover fees, inactivity charges, deposit/withdrawal charges and other costs as applicable;
- c) agrees that the Company may amend the fee schedule from time to time in accordance with section 4, and that such amended fees will apply following proper notification;
- d) confirms that they will monitor their account activity and the Company's published costs and check for changes before continuing to trade.

6. Transparency and No Hidden Charges

The Company will ensure that all applicable fees and costs are clearly disclosed, in line with regulatory requirements (including Markets in Financial Instruments Directive II / European Securities and Markets Authority (ESMA) guidelines:

- All costs required to be borne directly or indirectly by the Client in relation to the service provided shall be disclosed in a way that enables the Client to understand their nature and total amount or the method of calculation;
- The Company does not apply any hidden fees or additional charges outside of those published and accepted by the Client. earn.eu

7. Effect on Client's Trading and Investment Returns

The Client understands that the application of these Costs & Charges will reduce the net return on any trading or investment activity undertaken. The Company makes no guarantee of profitability; past performance is not indicative of future results. The Client should take into account the impact of costs on their expected returns.

8. Governing Law and Jurisdiction

This Policy forms part of the Client Agreement and is governed by the same law and jurisdiction as set out in the Agreement. Amendments to this Policy will be subject to the same procedural requirements for amendments to the Agreement.

9. Review

The Company reserves the right to review this Policy at least annually or more frequently if required due to regulatory changes or business changes. A copy of the revised Policy will be made available to the Client via the website.