FLEXI NEW INVESTOR CASHBACK CAMPAIGN

Terms and Conditions (v. 1.0)

November 2026

1. This TWINO FLEXI New Investor Cashback campaign (hereinafter – the Campaign) is organized by AS TWINO Investments, a company registered in the Republic of Latvia, unified registration No. 44103143823 (hereinafter – TWINO).
2. Terms that are capitalized in these Terms and Conditions of the Campaign have the same meaning as the terms which are used by Terms and Conditions of the Financial Services Agreement unless otherwise defined in these Terms and Conditions.
3. The Campaign is valid from 05.11.2026 (00:00:00 GMT+2) until 31.01.2027 (23:59:59 GMT+2). The Campaign consists of three periods, depending on the month in which the Client registers on the Platform. The dates of each period are set out in the table below:

Period	Registration on the Platform	Investment Period ends (Fixation Date)	Holding Period	Days in Holding Period	Cashback payout day (no later than)
Period 1	05.11.2026 – 30.11.2026	31.12.2026	01.01.2027 – 31.03.2027	90	01.04.2027
Period 2	01.12.2026 – 31.12.2026	31.01.2027	01.02.2027 – 30.04.2027	89	01.05.2027
Period 3	01.01.2027 – 31.01.2027	28.02.2027	01.03.2027 – 31.05.2027	92	01.06.2027

4. The Campaign may be terminated by sole decision of TWINO, without any prior warning.
5. During the Campaign validity period, the Client can receive a monetary reward (hereinafter – the Cashback) by registering on the Platform, enrolling in the Campaign, investing in FLEXI and keeping the investment for the Holding Period, as described in these Terms and Conditions. The Cashback is set at 2% (two percent) for the Holding Period of an invested amount of up to 10,000.00 EUR (ten thousand euros). The maximum Cashback per Client is 200.00 EUR (two hundred euros).
6. Only investments in FLEXI qualify for the Campaign. Investments in ABS on the primary market or the secondary market (including 6-month and 12-month ABS) are not taken into account. Only the amount shown as "Invested" in the Client's FLEXI wallet counts; funds held as FLEXI cash are not taken into account.
7. The Cashback applies only to investments in FLEXI made after the Client has enrolled in the Campaign. To take part, the Client must enroll in the Campaign via the Client's Profile on the Website by accepting these Terms and Conditions. Investments made before enrolling in the Campaign are not taken into account and do not form part of the Fixed Amount.
8. The Client has the right to receive the Cashback, if:
   - **8.1.** the Client does not have (or has not had) a Client's Account opened on the Platform before the Campaign;
   - **8.2.** the Client has registered on the Platform during the Campaign validity period and has finalized the full identification procedure;
   - **8.3.** the Client has enrolled in the Campaign via the Client's Profile on the Website no later than the Fixation Date of the relevant Campaign period;
   - **8.4.** the Client has invested in FLEXI after enrolling in the Campaign and by the end of the Investment Period of the relevant Campaign period, and the invested FLEXI amount on the Fixation Date is greater than zero.
9. The Cashback is calculated as follows:

9.1. Fixed Amount – the amount invested in FLEXI after enrolling in the Campaign, as at the end of the Fixation Date, but no more than 10,000.00 EUR. Investments in FLEXI made after the Fixation Date do not increase the Fixed Amount.

9.2. Daily Cashback – for each day of the Holding Period the Cashback accrues on the amount invested in FLEXI at the end of that day, but no more than the Fixed Amount: Daily Cashback = invested FLEXI amount (max. Fixed Amount) × 2% / number of days in the Holding Period.

9.3. If the Client withdraws part or all of the invested FLEXI amount during the Holding Period, the Cashback is reduced only for the days on which the invested amount is below the Fixed Amount.

9.4. The total Cashback is the sum of the Daily Cashback for all days of the Holding Period, rounded down to the nearest cent. An illustrative example is provided in Annex 1.

9.5. The Cashback is not paid daily. The Daily Cashback is calculated only to determine the total amount of the Cashback. The total Cashback is paid once, after the end of the Holding Period, on the Cashback pay-out day as stated in Section 3 of these Terms and Conditions.

10. Clients who are residents of countries outside of the European Union, European Economic Area, persons who are not tax residents of the European Union, as well as the Clients who have used "Refer a friend" campaign link to register on the Platform, are not eligible for participation in the Campaign.

11. These Terms and Conditions are binding to any Client that has accepted these Terms and Conditions of the Campaign.

12. The Cashback will be transferred to the Client by increasing the balance of the Client Account on the Cashback payout day as stated in Section 3 of these Terms and Conditions. The Cashback will be transferred to the Client Account net of all taxes, considering the Section 23 "Taxation" of Terms and Conditions of the Financial Services Agreement.

13. The Client is informed and hereby agrees that the application of the criteria described in Sections 8 and 10 of these Terms and Conditions, as well as other conditions of these Terms and Conditions, including the calculation of the Cashback, are in the sole competence of TWINO. The Client undertakes not to dispute the application of the Terms and Conditions unless TWINO has committed a material breach in the examination of eligibility criteria and/or the calculation of the Cashback and cannot elaborate justified and objective reason(s) for such outcome in the answer to the Client's filed claim.

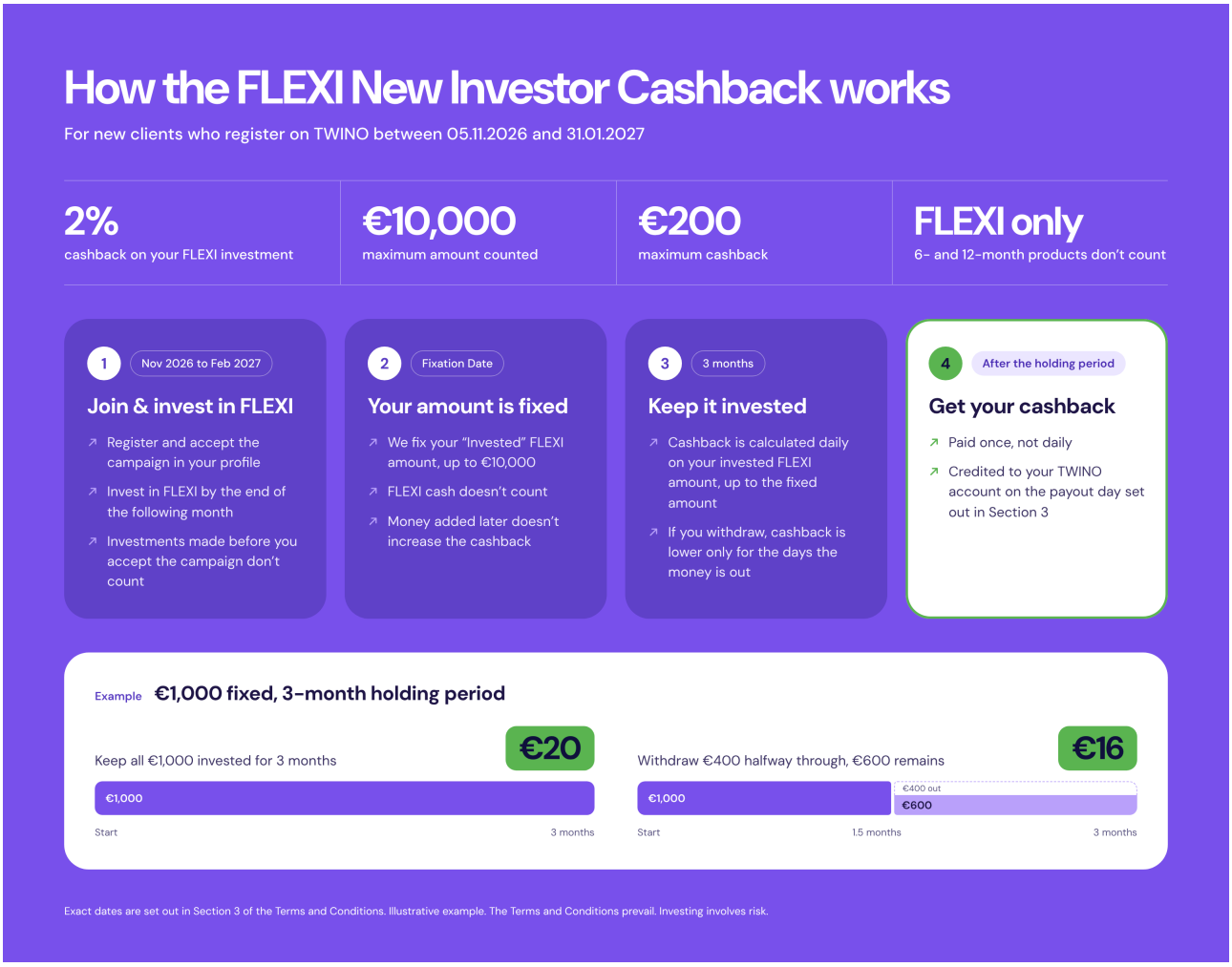
14. The Client is responsible for any payment of taxes in accordance with the legal acts applicable to them.

15. The Campaign is not to be considered a recommendation or endorsement from TWINO to invest in FLEXI. Prior to investing, the Client should make his/her own assessment of the suitability of the investment by familiarizing himself/herself with the relevant documentation (Base Prospectus, Key Information Document, Terms and Conditions of the Financial Services Agreement etc.).

16. TWINO has the right to suspend or terminate the participation of the Client in the Campaign in case of suspicion of the Client's involvement in fraud or breach of the Terms and Conditions, as well as applicable legal acts.

17. TWINO has the right to immediately end or amend the Terms and Conditions of the Campaign (including but not limited to the validity period of the Campaign, amount of the Cashback or eligibility of the Client) unilaterally and without individually notifying the Client. TWINO reserves the right of final interpretation of the terms and conditions of this Campaign.

Annex 1. How the FLEXI New Investor Cashback works (illustrative example)



Exact dates are set out in Section 3 of the Terms and Conditions. Illustrative example. The Terms and Conditions prevail. Investing involves risk.