

## Terms & Conditions

### Agreement for the Provision of Investment Services, Activities, and Ancillary Services to a Retail Client

This Agreement is entered into by and between

SMARTHUB LTD, Vanuatu International Company, with registered number 40255, business address at 2<sup>nd</sup> floor, Transpacific Haus, Lini Highway, Port Vila, Vanuatu, (hereinafter referred to as the "Company") on the one part and the Client who has registered for a trading account with the Company and deposited funds on the other part.

The Company is authorized and regulated by the Vanuatu Financial Services Commission (hereinafter referred to as the "VFSC") with VFSC, RBV License 40255, to provide the services available on the present website. The Company will provide the Investment and Ancillary Services covered by this Agreement to the Client, through its online electronic system (hereinafter called the "Trading Platform").

The Company will offer Services to the Client at the absolute discretion of the Company subject to the provisions of section 7 below.

The Client confirms that he/she has read, understood and accepted all information, conditions and terms set out on the Company's website [www.smarthubfx.com](http://www.smarthubfx.com) (hereinafter referred to as the "Website"), including Risk Disclaimer, Order Execution Policy Privacy Policy and other relevant documents and information, which are available to be reviewed and examined by the public and which include important legal information.

The Company reserves the right to register and operate other website(s) for identifying suitable opportunities and creating consumer interest and awareness towards the Services to specific countries, which contain information and disclosures to the Clients and prospective clients in a foreign language.

The Company may provide all company documents in languages other than English for informational purposes only. Any translations provided do not bind the Company legally and the Company is not responsible for the accuracy of the information therein. The Client should also refer to the Website in English for information on the Company and its policies.

By accepting this Agreement, the Client agrees and accepts the terms and conditions contained in the Agreement, its Annexes and/or Appendices as well as other documentation/information on the Website, in addition to the following documents 'Complaints Handling Procedure', 'Order Execution Policy', 'Risk Disclosure'. The Client accepts this Agreement by registering a Trading Account on the Website . By accepting the Agreement, the Client enters into a legal and binding agreement with the Company

The terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company's receipt of an advance payment made by the Client in accordance with this Agreement. As soon as the Company receives the Client's payment, every operation made by the Client on the Trading Platform shall be subject to the terms of this Agreement and other documentation/information on the Website.

After his/her acceptance of all documents and procedures displayed on the Website and subject to the Company's final approval, the Client enters into a legal and binding contract with the Company.

Any agreement between the Company and its Clients and the procedure to be followed under it, is governed by the Dealers In Securities (Licensing) Act [CAP 70], its Amendments and the rest of the relevant laws and regulations enforced in the Republic of Vanuatu, implementing the EU Directive 2002/65/EC (*of the European Parliament and of the Council of 23 September 2002 concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC Official Journal L 271, 09/10/2002 P. 0016 - 0024.*) and all subsequent amendments to these under which the Agreement need not be signed and the Agreement has the same legal effect and establishes the same rights and duties and responsibilities as a printed agreement signed between both Parties.

By accepting this current agreement, the Client confirms that they are able to receive information, including amendments to the present agreement either via email or through the Website.

WHEREAS the Client wants to make use of the Services provided by the Company, having agreed to the terms and conditions stated herein and completed the Client's information required to activate the Trading Account.

## 1. Definitions

In this Agreement, except where the context otherwise requires, the following terms shall have the following meaning:

"Agreement" means the present Agreement including any Annexes and/or Appendices attached herein as this may, from time to time, be amended or replaced.

"Appendix" means the Appendixes of the Agreement as these may, from time to time be amended or replaced, which constitute an integral part of this Agreement.

"Annex" means the Annexes of the Agreement as these may, from time to time be amended or replaced, which constitute an integral part of this Agreement.

"Ask" means the higher price in a quote. The price the Client may buy at.

"Bid" means the lower price in a quote. The price the Client may sell at.

"Client" means a natural or legal person, accepted by the Company as its Client to whom Services will be provided by the Company under the Terms.

"Client Portal" means secured client area accessible through [secure.smarthubfx.com](https://secure.smarthubfx.com) where Client can find useful information about his trading account and stay informed about his transactions.

"Contract for Difference", or "CFD" means a derivative financial instrument created on the basis of a stock, an index, a futures contract, or another financial instrument (base instrument). The Contracts for Difference are created to enable the Client to speculate on the price of a stock, an index, or a futures contract without having to physically buy the instrument.

"Durable Medium" means any instrument, which enables the Client to store information addressed personally to the Client, in a way accessible for future reference and for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

“Exchange” means any Regulated Market.

“Execution” means the execution of Client order(s) by the Company acting as a broker / matched trader or Market Maker as per the terms of the present agreement.

“Equity” means the balance plus/minus any profit/loss that derives from any open positions.

“Financial Instruments” means the Financial Instruments as per paragraph 3.1 below that are available on the Company’s Trading Platform.

“KYC documents” means the documents of the Client that include the passport or ID and address verification document of the Client.

Liquidity Provider – means a third party company, licensed Broker, which will provide quotes and execution to the Company

“Margin” means the required funds available in the trading account for the purposes of maintaining an open position.

“Margin Level” means the minimum amount of equity a client needs to maintain an open position which is calculated as Equity/Margin.

“Market” means the market on which the Financial Instruments are subject to and/or traded on, whether this market is organized / regulated or not and whether it is in Vanuatu or abroad.

“Operating (Trading) Time” means the period of time within a calendar week, where the trading terminal or platform of the Company provides the opportunity of trading operations. The Company reserves the right to alter this period of time as it deems fit, upon notification to the Client.

“Retail Client” means a Client who is not a “Professional Client” or an “Eligible Counterparty” under the meaning of the EU Markets in Financial Instruments Directive (hereinafter - “MiFID”).

“Parties” means the two parties to the Agreement i.e. the Company and the Client.

“Password” means the password chosen, at the request of the Company, by the Client for accessing the Company’s Trading Platform.

“Prices” means the prices offered to the Client for each transaction and which are based on the market rates and may be changed without prior notice. Where this is relevant, the “Prices” given through the Trading Platform include the Spread (see definition below).

“Services” means the services provided or should be provided by the Company, acting as a broker, to the Client Trading Platform.

“Spread” means the difference between the purchase price Ask (rate) and the sale price Bid (rate) at the same moment. For avoidance of doubt, a predefined spread is for the purposes of this Agreement assimilated commission.

“Transaction” means the opening or closing of any offer to either Buy or Sell a Financial Instrument effected in the Client’s Trading account.

“Trading Account” means unique personified register (account) of all the transactions/ operations on the trading platform of the Company.

“Trading Platform” means all programs and technology that present quotes in real-time, allow the placement/modification/deletion of orders and calculate all mutual obligations of the Client and the Company.

“Username” means the username given by the Company, by the user for accessing the Company’s Trading Platform.

“FATCA” means a United States federal law full name of which is The Foreign Account Tax Compliance Act.

“US Reportable Person” – for the purposes of this Agreement means, a US Reportable persons who, in accordance with FATCA provisions, are defined as follows:

1. US citizen (including dual citizen)
2. a US resident alien for tax purposes
3. a domestic partnership
4. a domestic corporation
5. any estate other than a foreign estate
6. any trust if:

a) a court within the United States is able to exercise primary supervision over the administration of the trust

b) one or more United States persons have the authority to control all substantial decisions of the trust any other person that is not a foreign person.

Any term used in this Agreement and not otherwise interpreted, shall have the meaning attributed thereto in the Law and/or any EU Directive.

Headings of the paragraphs shall be used solely for ease of reference and shall not affect the contents and interpretation of the Agreement.

Unless the context otherwise requires, reference to persons shall also include legal persons, the singular shall include the plural and vice-versa and either gender shall include the other.

Reference to any agreement (including without limitation, this Agreement) or to any other document, shall be deemed to include references to them as these may from time to time be amended, expanded or replaced and to all agreements and documents, which are declared to be supplementary to them or are attached thereto.

## 2. Provision of Services

Subject to the Client fulfilling the obligations under this Agreement, the Company shall facilitate the execution of relevant transactions requested by the Client and allowed by the capabilities of the Company and the Agreement.

The Company shall carry out all transactions with the Client as provided in this Agreement on an execution-only basis, neither managing the account nor advising the Client. The Company is entitled to

execute transactions requested by the Client as provided on this Agreement even if the transaction is not beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and/or other documentation/information on the Website, to monitor or advise the Client on the status of any transaction, to make margin calls

The Services which the Company should provide under the terms of the Agreement are stated below, and the Company will provide them in its capacity as a broker under the terms of this Agreement. The Services that the Company has the right to provide in relation to one or more Financial Instruments as specified in its VFSC license as per the terms of the Agreement are the following:

- 1) Shares in the share capital of a corporation
- (2) An instrument that creates and acknowledges the indebted securities that is issued by a corporation or a public office including:
  - Debentures; or
  - Debenture Stock; or
  - Loan stock, or
  - Bonds, or
  - Certifications of deposit, or
- (3) A right despite whether or not conferred by warrant, to subscribe for shares or debt securities; or
- (4) A right under a depositary receipt; or
  - "Depositary Receipt" means
    - A Certificate or written record of a document that is issued by or on behalf of a person who holds any relevant securities of a particular issuer; and
    - A Certificate or written record of a document that acknowledges that another person is entitled to the rights in relation to the relevant securities of the same kind.
- (5) An option to acquire or dispose of any Security falling within any other provision of this Act; or
- (6) A right under a contract for the acquisition or disposal of the relevant securities under which the delivery is to be made at a future date and at a price agreed when the contract is made in accordance with the terms of that contract; or
- (7) The proceeds of Foreign Exchange or FOREX; or
- (8) The proceeds of precious metals; or
- (9) The proceeds of commodities
- (10) Future contracts and derivative products, but not limited to futures and options; or
- (11) Contract for Difference of any of the above mentioned instruments.

The Company does not provide investment, tax or trading advice. Our services include 'execution only' meaning that the Company will act on your instructions and will not advise you on any transaction, nor will we monitor your trading decisions to determine if they are appropriate for you or to help you avoid losses. You should obtain your own financial, legal, taxation and other professional advice.

The Company confirms that with regards to the he Company's Website:

A) the maximum risk for the Client related to the services of CFD on this Website shall in no way exceed the sum invested by the Client.

B) under no circumstances the risk of loss for the Client is greater than the amount of the initial financial contribution;

C) the risk of loss in relation to the corresponding potential benefits is reasonably understandable in light of the particular nature of the proposed financial contract. Under no circumstances the risk of loss shall exceed the sum invested by the Client.

By accepting this Terms and Conditions, the Client confirms that:

A) The Client fully understands the maximum risk for the Client related to the services of CFD on this Website and the fact that such risk shall in no way exceed the sum invested by the client.

B) The Client fully understands that under no circumstances the risk of loss for the Client is greater than the amount of the initial financial contribution;

C) The Client fully understands the risk of loss in relation to the corresponding potential benefits is reasonably understandable for the Client in light of the particular nature of the proposed financial contract.

D)The Client fully understands that under no circumstances the risk of loss shall exceed the sum invested by the Client.

The Company agrees to provide the Client with the Services subject to the Client:

Being over 18 years old and of legal competence and sound mind;

Not residing in any country where distribution or provision of the financial products or services offered by the Company would be contrary to local law or regulation. It is the Client's responsibility to ascertain the terms of and comply with any local law or regulation to which they are subject.

Not being a US Reportable Person;

Not being a citizen or resident of the following jurisdictions: Afghanistan, Belize, Bonaire, Sint Eustatius and Saba. British Indian Ocean Territory. Christmas Island, Cuba, Curacao, Iran, Islamic Republic of Iraq, Japan, Korea, Democratic People's Republic of, Saint Maarten (Dutch Part), South Sudan, United Arab Emirates, United States, United States Minor Outlying Islands, Virgin Islands US, Puerto Rico

Without derogation from the above, the Company reserves the right, acting reasonably, to suspend or refuse access to and use of the Trading Platform to anyone it's its sole and absolute discretion.

Any reports, news, opinions and any other information which may be provided by the Company to the Client, aim to facilitate the Client in making his own investment decisions and do not constitute personal

investment advice. In case the Company is deemed, for any reason to provide any recommendation and/or advice, the Client hereby agrees that any transaction effected either by adopting or ignoring any such recommendation and/or advice shall be deemed to have been affected by the Client relying exclusively on his own judgment and the Company shall have no responsibility.

The Client agrees and acknowledges that he shall be exclusively responsible for any investment strategy, transaction or investment and he shall not rely on the Company for this purpose and the Company shall have no responsibility whatsoever, irrespective of any circumstances, for any such investment strategy, transaction or investment.

### 3. Application, Registration and Verification

When registering for a trading account with the Company, the Client must fill in the KYC form providing their personal data, economic profile, their appropriateness (see Clause 4) and verifying their email address and telephone contact number. After filling the form the Client must provide the necessary documents for verification of their identity and address. The Client is unable to proceed in his account registration unless this information is provided.

Identification documents may include but are not limited to:

1. Passport or National ID Card issued by Government Authority
2. Proof of Address in the form of a Utility Bill or Bank Statement

The Company reserves the right to request additional supporting documents during the verification of the Client's Trading Account and on an ongoing basis during the business relationship.

Depending on the method of deposit, the Company reserves the right to request supporting documentation in order to verify the beneficial owner of the account from which funds have been sent.

In the case of Credit or Debit Cards, the Company may request a scan copy of the front and back of the card. The Client should ensure to only leave available the first 6 and last 4 digits of the card number. All other digits and the CCV Code on the back should be covered for the Client's protection.

It is understood that the Company, under applicable regulations, is not required to accept a person as a Client until all documentation required by the Company have been received, properly and fully completed by the person and all internal checks have been satisfied.

The Client agrees to:

Notify the Company of any changes to their personal and/or financial information by sending an email to [compliance@smarthubfx.com](mailto:compliance@smarthubfx.com)

Notify the Company of any changes to their email or telephone number by sending an email to [support@smarthubfx.com](mailto:support@smarthubfx.com)

Provide true and accurate data

The Company reserves the right to use the Client's information in order to follow anti-money laundering regulation. The Client authorizes the Company to use such information to perform internal checks.

The Company may, at its discretion and depending on the deposit amount of the Client, give the client up to fourteen (14) days from the date of deposit, to provide supporting documents for the verification of the account. During this time, the Client will have access to the trading platform. If the Client does not provide the documentation within this timeframe, the Company will block the client's account and return any remaining funds, excluding any profits.

#### 4. Appropriateness

In accordance with our governing regulation, part of the information requested from Clients is used to assess the Client's appropriateness to the services and financial instruments offered by the Company.

The Client's knowledge and experience, as provided by the client, enables the Company to make a decision on the appropriateness of the Client. If the Client is identified as not having the correct level of knowledge/experience, the Company will inform the Client accordingly.

#### 5. Client Categorization

The Company is required to categorize any Client as eligible Counterparty, Professional Client or Retail Client so that when carrying out business with a Client, the Company can provide the level of information, services and protection that is appropriate to and consistent with a Client categorization.

On the basis of the information available to the Company, the Company categorized the Clients as Retail Client and agrees that he will be subject to the rules of professional conduct, which govern the Company's relationship with Retail Client.

This categorization will apply to all of the Company's business with the Client unless the Parties agree otherwise.

The Client has the right to request in writing to be categorized as a Professional Client (provided the relevant criteria and procedure are fulfilled), but in such case the Client will be afforded fewer regulatory protections. The Company will assess specific quantitative and qualitative criteria in accordance with the provisions of the Law and the change of categorization will depend on its absolute discretion.

#### 6. Client Warranties

The Client represents and warrants to the Company that:

the Client has the authority to enter into this Agreement and to execute the provisions thereof;

is the Client not under any legal disability with respect to, and is not subject to any law or regulation which prevents his performance of this Agreement or any contract or transaction contemplated by this Agreement;

the Client acts as principal and not as an authorized representative / attorney or trustee of any third party.

the monetary funds and/or Financial Instruments and other assets delivered for any purpose by the Client to the Company are not connected directly or indirectly to any illegal acts and/or criminal activities and/or terrorism;



the monetary funds and/or Financial Instruments and other assets delivered for any purpose by the Client to the Company, shall belong exclusively to the Client and at all times be free from any charge, lien, pledge or encumbrance, unless the Client has otherwise disclosed to the Company in writing;

the Financial Instruments and/or legal documents, which the Client delivers to the Company are authentic, valid and free of any defect and they shall have the legal effect which they contend to have;

the Client certifies that he has provided accurate, complete and true information about himself upon registration and will maintain the accuracy of the provided information by promptly updating any registration information that may have changed. Failure to do so may result in Trading Account closure, Trading Account limitations and/or voiding of any transactions;

the Client confirms that he/she is not the US Reportable Person or citizen or resident of Afghanistan, Belize, Bonaire, Sint Eustatius and Saba. British Indian Ocean Territory. Christmas Island, Cuba, Curacao, Iran, Islamic Republic of Iraq, Japan, Korea, Democratic People's Republic of, Saint Maarten (Dutch Part), South Sudan, United Arab Emirates, United States, United States Minor Outlying Islands, Virgin Islands US, Puerto Rico

the Client confirms that he has reached the age of maturity in the country of his/her residency.

the Client confirms that he is of legal competence and/or of sound mind

the Client will provide KYC documents to the Company within a period not exceeding 7 days from the moment of depositing funds

The Client confirms that the purpose and reason for registering and operating an SmartHub Trading account is to trade, on their own behalf, in any financial instruments and to take advantage of the services offered by the Company. The Client warrants that should the reason for operating an SmartHub Trading account change, they will inform the Company immediately.

The Client warrants and/or shall repeat the above warranties at all times, including, without limitation, during and/or upon the execution of any transaction and/or trade, through the Trading Account and the provision of the Services.

## 7. Indemnity and Liability

The Client shall indemnify and keep indemnified the Company and its directors, officers, employees or representatives against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by the Company or any other third party in respect to any act or omission by the Client in the performance of his obligations under this Agreement and/or the liquidation of any Financial Instruments of the Client in settlement of any claims with the Company, unless such liabilities result from gross negligence, willful default or fraud by the Company. This indemnity shall survive termination of this Agreement.

The Company shall not be liable for any loss, expense, cost or liability incurred by the Client in relation to this Agreement, unless such loss, expense, cost or liability is resulted from gross negligence, willful default or fraud by the Company. Notwithstanding the provisions of paragraph 6.1 above, the Company shall have no liability to the Client whether in Agreement, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.

The Company shall not be liable for any loss of opportunity as a result of which the value of the Financial Instruments of the Client could have been increased or for any decrease in the value of the Financial Instruments of the Client, regardless of the cause, unless such loss is directly due to gross negligence, willful default or fraud on the part of the Company.

The Company shall not be liable for any loss which is the result of misrepresentation of facts, error in judgment or any act done or which the Company has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, willful default or fraud by the Company.

The Company shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.

#### 8. Reception & Transmission of Orders

The Client authorizes the Company to rely and act in accordance with any order, which appears to have been placed (and has been reasonably accepted as such by the Company) by the Client in accordance with the provisions of paragraph 16.

The Company may transmit orders to the Liquidity Provider via Trading Platform or in such other manner as it may be specified from time to time, provided the Company is satisfied, at its absolute discretion, as to the identity of the person placing the order as well as for the validity of the order.

The Client agrees that: (i) the Company may record all telephone/email conversations/correspondence between the Client and the Company's employees or representatives, (ii) any recordings that the Company keeps will be its sole property and the Client accepts that they will constitute evidence of the communications between the Company and her/him, (iii) the Company may use such recordings or transcripts from such recordings as evidence towards any dispute, and (iv) that telephone conversations may be recorded without the use of a warning tone or any other further notice.

The Client acknowledges and accepts a) the risk of mistakes or misinterpretations in the orders sent through the Trading Platform due to technical or mechanical failures of such means, b) the risk of delay or other problems as well as c) the risk that the orders may be placed by unauthorized persons and agrees to indemnify the Company in full for any loss incurred as a result of acting in accordance to such orders. The Client accepts that during the reception and transmission of his order, the Company shall have no responsibility as to its content or the identity of the person placing the order, except for gross negligence, willful default or fraud by the Company.

#### 9. Electronic Trading

9.1 By accepting this Agreement, the Client is entitled to apply for access credentials, within the Company's electronic systems and/or Trading platform, in order to be able to give orders for the purchase or sale of the Financial Instruments by connecting to the internet through a compatible device such as a personal computer, a tablet or a smartphone. The Client acknowledges and understands that the Company reserves the right, at its absolute discretion, to terminate the Client's access to the Company's Trading Platform or part of them in order to ensure the effective and efficient operation of its systems and in order to protect its own interests and the interests of its Clients. In such cases, the Company may close any or all Trading Accounts.

9.2 The Client agrees and declares that:

9.2.1. the Client will ensure that the Account number and Password for the trading platform issued by the Company in relation to the use of the Service(s) will only be used by him and will not be disclosed to any other person;

9.2.2. the Client will ensure that the Username and Password for the Client Portal issued by the Company in relation to the use of the Service(s) will only be used by him and will not be disclosed to any other person;

9.2.3. the Client shall destroy any written notification of his security information upon receipt;

9.2.4 the Client shall avoid choosing numbers, passwords etc. which may be easy to guess such as birthdays and telephone numbers;

9.2.5 the Client shall never write down or record his security information without disguising it, and

9.2.6 the Client shall be liable for all orders given through his security information and any orders received in this manner by the Company shall be considered to have been given by the Client.

9.2.7 the Client is granted an exclusive and non-assignable right to the use of and access to the Trading Account and that it is his responsibility to ensure that no other third party, including, without limitation, to any next of kind and/or to members of his immediate family, shall gain access to and/or trade through the Trading Account assigned to her/him.

9.2.8 Frequent access and logins to the Trading Account via different IP addresses from different countries and/or via the use of VPN is an indication that shall reasonably lead the Company to believe that paragraphs 9.2.1 and 9.2.7 have been breached.

9.3 The Client undertakes to notify the Company immediately if the Client notices or has any reason to suspect that:

9.3.1 the Client's security information has been learn or may be misused by any person;

9.3.2 any unauthorized or irregular transaction was recorded on his Trading Account;

9.3.3 an erroneous order confirmation or any similar inaccurate or conflicting statement or any information;

9.3.4 the Client became a US Reportable Person or a citizen or resident of Afghanistan, Belize, Bonaire, Sint Eustatius and Saba. British Indian Ocean Territory. Christmas Island, Cuba, Curacao, Iran, Islamic Republic of Iraq, Japan, Korea, Democratic People's Republic of, Saint Maarten (Dutch Part), South Sudan, United Arab Emirates, United States, United States Minor Outlying Islands, Virgin Islands US, Puerto Rico

9.4 The Client acknowledges that the provision of the Service(s) may involve information being transported over an open network. Information is therefore transmitted regularly and without control across borders. The Company takes reasonable steps to avoid information being intercepted and read by third parties, by utilizing techniques such as encryption, however it is not always possible to avoid someone other than the Company from gaining access to information about the Client and the Client dealings with the Company.

9.5 The Client acknowledges that the Company will not take action based on the orders transmitted to the Company for execution by using electronic means other than those orders transmitted using the

predetermined electronic means such as the Trading Platform, and the Company shall have no liability towards the Client for failing to take action based on such orders.

9.6 The Company is not responsible for any power cuts or failures that prevent the use of the system and/or the Trading Platform and cannot be responsible for not fulfilling any obligations under this agreement because of network connection or electricity failures.

9.7 Telephone instructions related to trading activities, are currently not permitted. The Company reserves the right, at its discretion, to amend this term in the future.

Orders can be transmitted for execution, only within the operating (trading) time. The Client's order shall be valid and in accordance with the type and time of the given order, as specified.

The Client acknowledges and agrees that the Company has the right to close any transaction, at its sole and absolute discretion without providing prior notice to the Client if the underlying asset or contract on which the transaction is based settles on an expiry date as determined by the relevant financial market, in which the said asset is traded (such time referred to as 'Closing Time' and the relevant expiring transaction referred to as an 'Expiring Transaction'). The Company will not be obligated to take actions to roll over an open position in an Expiring Transaction.

In case of force-majeure, the Company may suspend, freeze and/or cancel the Client positions and suspend any trading activities on the Trading Platform, and/or suspend the trading of a particular asset and/or request the revision of the executed transactions.

Tournaments: Clients are given the opportunity to enter into tournaments in which virtual funds are traded. The top traders in the tournaments are awarded with real funds into their trading accounts. The Client accepts that the Company cannot guarantee fair play among all participants in the tournaments and enters them at their own risk.

## 10. Refusal of Transmission of Orders

The Client acknowledges that the Company will have the right, at any time and for any reason and without justification, at its sole discretion, to refuse to transmit any order for execution by the Liquidity Provider, including without limitation the following circumstances:

If the execution of the order aims or may aim to manipulate the market price of the Financial Instruments (market manipulation);

If the execution of the order constitutes or may constitute abusive exploitation of confidential information (insider trading);

If the execution of the order contributes or may contribute to the legalization of the proceeds of illegal activities (money laundering);

If the Client has insufficient funds to cover the purchase of Financial Instruments or if there is insufficient number of Financial Instruments to cover their sale;

If the Client fails to fulfill any of his obligations towards the Company under this Agreement;

If the Client seeks to be or became a US Reportable Person or a citizen or resident of Afghanistan, Belize, Bonaire, Sint Eustatius and Saba, British Indian Ocean Territory, Christmas Island, Cuba, Curacao, Iran, Islamic Republic of Iraq, Japan, Korea, Democratic People's Republic of,

Saint Maarten (Dutch Part), South Sudan, United Arab Emirates, United States, United States Minor Outlying Islands, Virgin Islands US, Puerto Rico

Any such refusal by the Company shall not affect any obligation, which the Client may have towards the Company.

#### 11. Client's Money (Safeguarding)

Client's funds which will be used for the provision of Service(s) shall be held with the Company in the name of the Client in special client denominated accounts (further – Bank account) with reliable financial institutions. These funds will be segregated from the Company's funds and cannot be used for any other purpose. Company will not be held liable for the insolvency, act or omissions of any bank or other third party holding Client's funds.

The Client's funds in accordance with the provisions of paragraph 10.1 may be held with the funds of other Clients in a pooled Bank account, and although segregated from the Company's own funds it may not be segregated from the funds held for other clients within the relevant Bank account. Consequently, in the event of default on the part of the bank or other institution, which causes a shortfall in the funds held in the pooled Bank account, the Client may share proportionately in that shortfall.

The Client authorizes the Company to make deposits and/or withdrawals from the Bank account on his behalf including, without prejudice to the generality of the above, withdrawals for settlement of all transactions undertaken by this Agreement and all amounts payable by or on behalf of the Client to the Company or to any other third party

The Company retains a right of set off and may, at its discretion, from time to time and without the Client's authorization, set-off any amounts held on behalf and/or to the credit of the Client against the Client's obligation to the Company and/or merge any accounts of the Client with the Company. Unless otherwise agreed in writing by the Company and the Client, this Agreement shall not give rise to any rights other than those set out herein or to any credit facilities.

The Client has the right to withdraw the funds, which are not used for margin covering, free from any obligations from his account without closing the said account.

The funds transfer (withdrawal from Trading Account) is achieved within 24 hours after receiving from the Client a withdrawal request instruction. Then the transferring amount reduces the balance of the Client's Trading Account on the day the withdrawal request is processed. The Company reserves the right to decline a withdrawal request if the request is not in accordance with this Agreement or to delay the processing of the request if not satisfied with full documentation of the Client.

The Client agrees to pay any incurred bank transfer fees when withdrawing funds from his account to his designated bank account. The Client is fully responsible for the payments details that he has provided to the Company and the Company accepts no responsibility for the Client's funds if the Client's given details are incorrect. It is also understood that the Company accepts no responsibility for any funds not deposited directly into the Company's bank accounts/Trading Account(s).

The Client agrees that any amounts sent by the Client will be deposited to the Trading Account at the value date of the payment received and net of any charges / fees charged by the bank or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the

Client before making any amount available to the Trading Account, otherwise the Company reserves the right to refund / send back the net amount received to the remitter by the same method as received.

Withdrawals should be made using the same method used by the Client to fund his Trading Account and to the same remitter. The Company reserves the right to decline a withdrawal with specific payment method and to suggest another payment method where the Client needs to complete a new withdrawal request. The Company further reserves the right to request further documentation while processing the Client's' withdrawal request. If the Company is not satisfied with any documentation provided by the Client, the Company may reverse the withdrawal transaction and deposit the amount back to the Client's Trading Account.

In the event that any amount received in the Bank Accounts is reversed by the Bank Account provider at any time and for any reason, the Company will immediately reverse the affected deposit from the Client's Trading Account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in all or any of the Client's Trading Account(s).

The Client acknowledges and agrees that the Company will not pay interest to the Client on funds located on Trading Account. The Company reserves the right to establish when and how much interest it will pay on the Client funds.

It is understood by the Client that the Company may keep merchant accounts in its name with payment service providers (PSPs). The primary function will be to facilitate and settle payment transactions of its Clients and it is noted that merchant accounts are not used for safekeeping of Client money.

The Company will exercise due skill, care and diligence when selecting and appointing financial institutions such as banks or PSPs, especially in cases where these institutions hold Client money. The Company will periodically review, monitor and take into account the financial institution's reputation, integrity and expertise, in addition to its regulatory status. It should be noted that the Company cannot be held liable for any circumstances beyond its control and as such is not responsible for any losses the client may face as a result of the insolvency or failure of the financial institution where Client money is held.

For the purposes of safeguarding Client money, according to regulation, the Company:

Will retain accurate corresponding records distinguishing the Client money from its own as well as that of other Clients.

Will conduct on a regular basis reconciliation between its internal accounts and records and those of any third parties by whom those funds are held.

Will keep all Client money segregated from its own funds

Will not use Client money for its own business purposes

Will ensure that Client money deposited into financial institutions is segregated from its own money in clearly identified accounts (Clause 11.1)

The financial institution where segregated client funds will be kept may be within Vanuatu or within the EEA. It should be noted that the applicable legislation applied to such financial institutions outside of Vanuatu may be different from the applicable legislation in Vanuatu. In the event of insolvency, your

funds may be treated differently from any treatment applicable to funds held in segregated accounts in Vanuatu.

The financial institution, to which we will pass your money, may hold it in an omnibus account. Hence, in the event of the insolvency or any other comparable proceedings in relation to that financial institution, we may only have an unsecured claim against the financial institution on your behalf, and you will be exposed to the risk that the money received by us from the financial institution is insufficient to satisfy your claims. It is understood that the Company may hold Client money and the money of other clients in the same account.

## 12. Deposits & Withdrawals

The Client's Trading Account shall be activated upon the deposit of funds.

The Client is able to deposit funds into his account at any time during the course of business relationship. Deposits can be made through a number of methods as specified on the Company's Website, which may be changed at the Company's discretion. When making a deposit, the Company shall credit the Client's Trading account with the relevant amount.

The Company prohibits third party or anonymous payments into the Client's trading account. Only funds sent from an account held in the Client's name and belonging to the Client are acceptable. The Company reserves the right at its discretion, if it has identified third party or anonymous deposits, to block the account. The Client should note that any remaining funds will be returned to the third-party source via the same payment method and any profits accumulated by the Client using third party or anonymous funds will not be made available to the Client.

The Company reserves the right to request documentation to confirm the source of funds deposited into the Client's account.

The Company will process withdrawals upon receiving a request through the Client's platform. When requesting a withdrawal, the Client should note that the withdrawal of funds will be sent back to the same account via the same method from where the initial deposit was received (e.g. Client deposits 100\$ to trading account by bank wire, first 100\$ of withdrawal will be sent via bank wire to same bank account). The Client is able to request any profit (above his deposit amounts) through other available methods, as long as the account here the withdrawal is to be made belongs to the Client.

Withdrawals can only be requested to accounts in the Client's name. No withdrawals will be processed to third party or anonymous accounts.

## 13. Titles of Ownership

The Financial Instruments purchased by the Client or by the Company on behalf of the Client and shall be registered in the name of the Client and/or in the name of the Company on behalf of the Client.

## 14. Safekeeping of Financial Instruments

The Client's Financial Instruments shall be deposited for safekeeping with a third party/custodian in the name of the Client and/or in the name of the Company on behalf of the Client subject to the terms of this Agreement. Such Financial Instruments may not be separately identifiable from the proprietary

Financial Instruments of the third party / custodian and in such cases, the Client may not be fully protected against any act, omission or the insolvency of the third party / custodian.

The Company shall act with diligence and care during the appointment and monitoring of the third party / custodian for the holding and safeguarding of Financial Instruments. The Company shall not be liable for any loss suffered by the Client due to any act, omission or the insolvency of the third party / custodian, unless such loss is the result of gross negligence or fraud by the Company in the appointment or monitoring of the third party / custodian.

The Client's Financial Instruments in accordance with the provisions of paragraph 11.1 may be held with Financial Instruments of other clients in a pooled Bank account with a third party / custodian. Consequently, in the event of default on the part of the third party / custodian which causes a shortfall in the Financial Instruments held in the pooled Bank account, the Client may share proportionately in that shortfall.

Where the Financial Instruments and assets of the Client are deposited for safekeeping with a third party / custodian of the Client's choice, the Client will enter directly into an agreement with the third party / custodian of his choice and will notify the Company in writing of the appointment and the details of the third party / custodian.

#### 15. Settlement of Transactions

The Company shall proceed to a settlement of all transactions upon execution of such transactions.

An online statement of Account will be available for printing to the Client on the Trading Platform of the Company, at all times.

#### 16. Laws and Market Regulations

All transactions on behalf of the Client shall be subject to the laws, which govern the establishment and operation, the regulations, arrangements, directives, decisions, circulars and practices (jointly referred to as "the Laws and Regulations") of the VFSC and any other authorities which govern the operations of Investment Firms, as they are amended from time to time. The Company shall be entitled to take or avoid taking any necessary measures in order to comply with the Laws and Regulations, included but not limited to FATCA, in force from time to time.

#### 17. Client's Obligations

The Client shall be obliged to deposit with the Bank Account any required funds so that there is sufficient clear balance for the transmission of his order for the purchase of Financial Instruments and to deliver to the third party / custodian under the Company's control any Financial Instruments he requires from the Company to sell, which may include the Market Maker if applicable and permitted by applicable legislation. In case of non-fulfillment of these obligations, the Company shall be entitled not to transmit the relevant order, in whole or in part. If the Company transmits such orders, the Client shall be obliged to immediately pay the difference between the said balance and the cost of the transaction (in case of purchase) or to deliver the Financial Instruments and/or their control to the third party / custodian (in case of sale) and to pay the Company's fee, commissions and/or other expenses, otherwise the Client shall be instantly deemed in default without any further notice and shall be liable for any loss caused to the Company from this delay including loss of profit.



All assets, including Financial Instruments or funds which come into the control of the Company on behalf of the Client shall be subject to the Company's right of lien. To this extent, the Company shall be entitled to refuse their delivery to the Client until all the obligations towards the Company are fulfilled. The Company shall not be liable for any losses caused to the Client or to any third party by the exercise of the right of lien or by any other lawful measures, which may be taken by it, in settlement of its claims against the Client, including any future or contingent claims.

The Client agrees that in case the Company carries out a transaction on his behalf which is not covered by the balance of his Trading account, the Company shall have the right to liquidate his assets and use the proceeds to cover part or the total difference.

The Company has the right to refuse to fulfill its obligations under this Agreement, for as long as it maintains any claims against the Client, whether these are due, future or contingent and regardless of whether these arise from the same transaction from which such obligations arise.

#### 18. Other Documents

The Client shall sign any document, which at the Company's discretion, is considered fair and necessary for the provision of the Service(s) by the Company under this Agreement, including without limitation, for the transmission of the Client's orders and the operation of the Client's funds. Such document shall constitute an integral part of this Agreement and shall remain in force until the Company receives a written notice from the Client to revoke it.

#### 19. Foreign Exchange

For any conversion required to be effected from one currency to another for the execution of any order, the Company is entitled at its absolute discretion to debit the Client's Trading Account with the equivalent amount of the transaction in the currency in which the Client holds the Trading Account.

The Client acknowledges and agrees that he shall undertake all risks deriving from any such conversion and in particular, the risk of loss which may be incurred as a result of the fluctuation in the exchange rates.

#### 20. Costs and Associated Charges

The Company may pay fee/commission to business introducers, referring agents, or other third parties based on written agreement. This fee/commission is related to the frequency/volume of transactions and/or other parameters.

All applicable fees or charges can be found on the Company's Website. The Company has the right to amend its fees and charges from time to time.

#### 21. Provision of Information to the Client

21.1 Where the Company holds Financial Instruments or funds on behalf of the Client, it shall send to the Client at least annually, a statement in a Durable Medium of those Financial Instruments or funds unless such a statement has been provided in any other periodic statement.

21.2 Where the Company carries out an order on behalf of the Client and the confirmation is received by the Company from the Liquidity Provider or a third party, it shall send to the Client, in a Durable

Medium, a notice which confirms execution of the order and includes the essential information concerning its execution, no later than the first business day following receipt of the confirmation from the Liquidity Provider or the third party. The Company shall not send a notice when a confirmation is promptly dispatched to the Client by the Liquidity Provider or third parties executing the order and contains all relevant information.

21.3 The notice confirming the execution of the order, which shall be sent by the Company to the Client, shall include, as the case may be, the Company's identification, the full name of the natural person or the name of the legal person or other designation of the Client, the trading day and time, the type of the order, the execution venue, the identification of the Financial Instrument, reference to the type of order (buy or sell), the quantity, the unit price, total consideration and the total sum of the commissions and expenses charged.

21.4 The Client may request from the Company to send him information about the status of his/her order.

21.5 The Client may object in writing any part of the notice referred to in paragraph 21.3 above within 5 (five) business days from the date he receives the notification. Failure of the Client to act as above shall prevent the Client from raising any objection or dispute on the specific transaction. An objection of the Client does not result in the cancellation of the transaction.

The Company may receive delayed, modified or erroneous reports from the Liquidity Provider or a third party / custodian. By accepting this Agreement, the Client declares that he understands, agrees and accepts that such notice confirming the execution of order by the Liquidity Provider, may be amended as a result of such delayed, modified or erroneous reports from the Liquidity Provider or the third party / custodian, and in such cases the Company shall have no responsibility.

Beta Versions: The Company may test certain functions and websites using a Beta Version which is available to Clients. Clients should note that the Company is not liable for any financial losses or disruptions to services the Client may face as a result of using Beta Versions. All Beta Versions will be identified as such and the Client accepts all risks.

## 22. Outsourcing and Appointment of Tied Agents

The Company may appoint tied agents (further – "Agent(s)") for identifying suitable opportunities and creating consumer interest and awareness towards the Services, for the receipt and transmission of orders from the Clients and/or for the provision of advice to the Client (if the Company offers such service as separate Service) or potential client in relation to the Financial Instruments. In case of appointment of an Agent, the Company shall remain fully and unconditionally responsible for any action or omission on the part of the Agent when acting on its behalf.

## 23. Acknowledgment of Risks

By accepting this Agreement the Client accepts that the Client has read and understood the information contained in this Agreement and the Company's general description of the nature and risks of different Financial Instruments and/or Service(s) which can be found in our Risk Disclosure. The Risk Disclosure can be found on our website.

## 24. Duration of Agreement and Amendment Thereof

This Agreement shall take effect upon its acceptance by the Client which is signified by the opening of the Trading Account and the depositing of funds. This agreement shall be valid for an indefinite time period, unless terminated in accordance with paragraph 25 below.

This Agreement may be amended unilaterally by the Company to reflect any change in the legislation and/or decisions and/or EU Directives and/or regulations of the Market and/or the VFSC and/or other appropriate authorities in the Republic of Vanuatu or abroad that affect this Agreement. In any such case, the Company shall notify the Client of the said amendment, which shall take effect immediately without the Client's consent by publishing the new version of the Agreement and/or other related documentation/information on the Website.

The Company reserves the right to amend, from time to time, any part of this Agreement for any reason.

The Client shall ensure that they are informed of these changes at all times. Under such circumstances, the Client will be notified either in writing or through our Website accordingly and shall reserve the right to accept or not accept the amendments according to the provisions of this clause.

If the Company deems that the amendments are material, such amendments will take effect on the date specified in the notice to you.

Any amendments will affect all ongoing business between the Company and the Client, unless we state otherwise in our notice. No amendment of the terms of this Agreement shall affect any outstanding order, transaction, or any other rights or obligations which exist at the date of amendment, unless specified otherwise in the notice.

The Client understands and agrees that her/his consent is not necessary for any change to be effective. Any order of the Client to effect a transaction(s) following the receipt of the notice, shall be deemed as acceptance by the Client of the contents of the amendment and of the Agreement as amended.

The Client understands that it is their sole responsibility to remain up-to-date with all changes. The applicable version shall be the latest version uploaded on the Company's website and in the event of a dispute the latest version shall prevail.

In case the Client does not agree with the amendments, the Client shall be entitled to terminate this Agreement in accordance with paragraph 25 below.

## 25. Termination of the Agreement

Each Party shall be entitled to terminate this Agreement at any time by giving to the other Party 15 (fifteen) days written notice. During the 15 days notice, the Company may limit the services available to the Client, however access will be granted in order for the Client to withdraw any remaining balance.

The Company shall be entitled to terminate this Agreement immediately, block the Client's account, and return any remaining funds (if applicable) without giving prior notice under the following circumstances:

Death or legal incompetence of the Client;

If any application is made or any order is issued, or a meeting is convened, or a resolution is approved, or any measures of bankruptcy or winding up of the Client are taken;

The Client violates any of the Client's obligations under this Agreement;

The Client being guilty of malicious conduct or gross negligence or fraud or of using fraudulent means or was involved in fraud scheme in relation to the performance of this Agreement;

The Company has reasonable suspicion that the Client being guilty of or fraud or of using fraudulent means or was involved in fraud scheme in relation to the performance of this Agreement;

The termination is required by any competent regulatory authority or body or court of law or under applicable law;

The Client occurred to be or became a US Reportable Person or a citizen or resident of Afghanistan, Belize, Bonaire, Sint Eustatius and Saba, British Indian Ocean Territory, Christmas Island, Cuba, Curacao, Iran, Islamic Republic of Iraq, Japan, Korea, Democratic People's Republic of, Saint Maarten (Dutch Part), South Sudan, United Arab Emirates, United States, United States Minor Outlying Islands, Virgin Islands US, Puerto Rico

In case the Company became aware that the Client has not reached the age of maturity in the country which resident or citizen the Client is.

In case the Client receives 2 warnings regarding verbal abuse against employees of the Company.

The Client breaches any of the warranties made by her/him in this Agreement.

In case the Client uses and/or there are indications that lead the Company to reasonably believe that the Client uses different IP addresses from different countries and/or VPN during the course of executing any transactions and/or trades through the Trading Account and/or the provision of the Services. Whether the Client has provided notice to the Company for any change to its IP address and/or of the use of VPN is irrelevant.

The Company shall be entitled to terminate this Agreement immediately without giving prior notice under the following circumstances: if the Client didn't provide to the Company his KYC documents within 14 days from the moment of acceptance of this Agreement.

Provided that the provisions of paragraph 14 shall continue to apply even after the termination of the Agreement, any other lawful rights or obligations that have arisen during or before the termination of the Agreement shall not be affected and the Client shall be obliged to pay to the Company, inter alia:

Any pending fee of the Company and any other amount payable to the Company;

Any expenses incurred by the Company in the provision of the Service(s) under this Agreement, or as a result of the termination of this Agreement, and

Any losses arising during the arrangement or the settlement of the outstanding obligations.

In case of termination of this Agreement for a reason indicated in clause 25.2 of this Agreement, the Company shall have no liability towards the Client and no obligation to pay the profit of the Client.

In case of termination of this Agreement for a reason indicated in clause 25.1 of this Agreement, the Company shall have either to wire to the Client the remaining balance or to give to the client the opportunity to withdraw his remaining balance. In case of termination of this Agreement for a reason indicated in clause 26.2 of this Agreement, the Company shall have to wire to the Client the remaining balance.

In case of termination of this Agreement for any reason, the Company shall have no liability towards the Client in case the obligations subject to the fulfillment the Company's obligations.

#### 27. The Client's Data

The Client's data are those recorded in the Client's profile/account and are included in the Client's Trading Account under his Client Portal.

The Company could update the Client's data by written notice to the Client in a reasonable time at its absolute discretion.

The Company will keep Client's data for the whole duration of this Agreement and for at least 5 (five) years following termination of this Agreement.

#### 28. Confidentiality

The Parties agree to keep confidential and not to disclose to any third party any confidential information given by the other Party under this Agreement including without limitation all the communication, documentation or other information exchanged between them, both during the term of the Agreement as well as after its termination.

The Company has the right, without prior notice to the Client, to disclose personal data or details of the transactions of the Client in order to comply with the requirements of the regulatory authorities in the Republic of Vanuatu or abroad. The Company may also disclose such information to its auditors/consultants provided if they are informed and committed to the confidentiality of the information communicated.

The Company will handle all Clients' personal data according to the relevant laws and regulations for the protection of personal data as this may be amended from time to time.

#### 29. Communication Methods

Subject to any specific provision to the contrary in this Agreement, the Client may communicate with the Company by mail and/or email. The communication details of the Company are the following:

Postal Address: SMARTHUB LTD - 2nd floor, Transpacific Haus, Lini Highway, Port Vila, Vanuatu

E-mail: [office@smarthubfx.com](mailto:office@smarthubfx.com)

The official communication language of the Company is English. It should be noted that all documents and information provided by the Company shall be in English, if the Company provides such information in any languages other than English, it does so for informational purposes only. The Company will not be legally responsible or liable regarding the accuracy of the translated information. It is advised that the Client refer to the English version of such information/documentation.

#### 30. Handling of Complaints

The Client shall contact (in writing) the Company's compliance officer in respect to any complaints for the Services provided by the Company under this Agreement at the communication details specified above or through the email: [complaints@smarthubfx.com](mailto:complaints@smarthubfx.com) The complaint shall be dealt with in accordance with the procedures set forth in the Company's policy, details of which can be found in Complaints Handling Policy which is available on our website.

### 31. Force Majeure

The Company shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, declared or imminent war, rebellion, civil unrest, natural disasters, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, blockades or discontinuance or suspension of the operation of any Market.

The Company does not bear responsibility for not fulfilling (improperly fulfilling) of its obligations when prevented from doing so by uncontrollable circumstances.

### 32. Assignment

The Agreement shall be personal to the Client and the Client shall not be entitled to assign or transfer any of his/her rights or obligations under this Agreement.

The Company may at any time assign or transfer any of its rights or obligations under this Agreement to a third party. The Company shall notify the Client of any such assignment.

### 33. Applicable Law and Jurisdiction

The Agreement and all transactional relations between the Client and the Company shall be governed by and construed in accordance with the laws of the Republic of Vanuatu and the Parties agree that all disputes shall be finally settled in the courts of the Republic of Vanuatu.

### 34. General Provisions

The Client acknowledges that no representations were made to him by or on behalf of the Company, which have in any way incited or persuaded him to enter into this Agreement.

This Agreement, together with the Appendices/Annexes and other related documentation/information on the Website shall constitute the entire agreement between the Company and the Client in accordance with the provisions of the Law and shall prevail over any oral or written communication and/or previous agreements between the Company and the Client.

In case any provision of the Agreement becomes, at any time, illegal, void or unenforceable in any respect, in accordance with any applicable law and/or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement shall not be affected.

In case of negligence, tolerance or leniency on the part of any Party with respect to its rights under this Agreement shall not in any case be deemed a silent or other waiver or abandonment of rights.

Where the Client is more than one person, the Client's obligations under this Agreement shall be joint and several and any reference in this Agreement to the Client shall be construed, where applicable, as reference to any one or more of such persons. Unless otherwise specified, any order, notice or communication given by any of the persons who constitute the Client shall be deemed to have been given by and/or on behalf of all the persons who constitute the Client.

The Client consents to unsolicited communication (cold calling) and agrees to be contacted during normal business hours for direct advertising without prior invitation by the Company.

The Client undertakes to pay all stamp expenses relating to the Agreement and any documents, which may be required for the execution of the transactions under the Agreement.

The Client solemnly declares that:

the Client has received and/or has had the opportunity to receive a copy of the Agreement prior to the date of its signing and that he/she has had the opportunity to get advice from a lawyer and/or professional adviser of his choice, and

the Client has carefully read and has fully comprehended the entire contents of this Agreement with which he absolutely and unreservedly agrees and the Client accepts that he/she shall be fully bound by its terms and conditions.

## ANNEX 1 - GENERAL TERMS

### 1. The Client's Responsibility

The Client acknowledges that these General Terms is as an integral part of this Agreement.

It is the Client's responsibility to verify that all transactions and Service(s) received are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of Website at the Client's sole option, discretion and risk, and the Client is solely responsible for ascertaining whether it is legal in the Client's jurisdiction and/or place of residence. The Client holds sole liability for all transactions in his Trading Account, including all cards transactions or other means of deposit and withdrawal transactions (as stated below).

The Client is responsible for securing his/her Username and Password for Trading Account and Client Portal. The Client holds sole responsibility for any damage caused due to any act or omission of the Client causing inappropriate or irregular use of the Client Trading Account.

It is clearly stated and agreed by the Client that the Client bears sole responsibility for any decision made and/or to be made by the Client relying on the content of the Website and no claim and/or suit of any kind will arise to that effect against the Company and/or its directors and/or employees and/or functionaries and/or Agents (the Company and/or its Agents). The Company and/or its Agents will hold no responsibility for loss of profits due to and/or related to the Website, Transactions carried out by the Client, Services and the General Terms of use or any other damages, including special damages and/or indirect damages or circumstantial damages caused, except in the event of malicious acts made by the Company.

Without limitation of the aforesaid and only in the event of definitive judgment by court or other authorized legal institution resolving that the Company and/or its Agent(s) hold liability towards the Client or third party, the Company's liability, in any event, will be limited to the amount of money deposited and/or transferred by the Client to the Trading Account in respect of the transaction which caused the liability of the Company and/or its Agent(s) (if such was caused).

No Trading Account will be approved without the completion of the Company's compliance procedures.

### 2. Risks

The value of the financial instruments offered by the Company may increase or decrease. The Client acknowledges that they fully understand the risks involved in trading CFDs (and other similar products), including, but not limited to, the risk of loss of all funds.

CFD Trading does not give you any right to the underlying instrument of the Transaction. This means that you do not have any interests in, or the right to purchase any underlying shares in relation to such instruments because the CFDs represent a notional value only.

The Client acknowledges that he has read, understood and accepted the Company's risk disclosure information found on the Company's Website.

### 3. Financial Information

The Company should not be held responsible for any losses that the Client may incur (or to third party) due to reliance on inaccurate or erroneous financial information on the Website.

The Client should verify the accuracy and reliability of the information on the Website and its appropriateness in comparison with other dependable information sources. The Company will not be held responsible for any allegedly caused claim, cost, loss or damage of any kind as a result of information offered on the Website or due to information sources used by the Website.

The Client approves and accepts that any oral information given to him/her in respect of his Trading Account might be partial and unverified. The Client's accepts sole risk and responsibility for any reliance on the aforementioned information. The Company does not give any warranty that pricing or other information supplied by it through its trading software or any other form is correct or that it reflects current market conditions.

### 4. Trading Rescission

Trading on the Platform or partly on one or more instruments may be canceled with no advanced notice. The Client will have no claim or right of indemnification for damages allegedly caused by trading cancellation, whether for concluded transactions or for transactions, the Client may indicate that he allegedly intended to be carried out.

### 5. Limited Liability

The Company does not guarantee uninterrupted service, safe and errors-free, and immunity from unauthorized access to the trading sites' servers nor disruptions caused from damages, malfunctions or failures in hardware, software, communications and systems in the Client's computers and in the Company's suppliers.

Supplying services by the Company depends, inter alia, on third parties and the Company bears no responsibility for any actions or omissions of third parties and bears no responsibility for any damage and/or loss and/or expense caused to the Client and/or third party as a result of and/or in relation to any aforesaid action or omission.

The Company will bear no responsibility for any damage of any kind allegedly caused to the Client, which involves force majeure or any such event that the Company has no control of and which has influenced the accessibility of its trading site.



Under no circumstances will the Company or its Agent(s) hold responsibility for direct or indirect damage of any kind, even if the Company or its Agent(s) had been notified of the possibility of aforesaid damages.

## 6. The Company's Privileges

The Client agrees that the Company may, at any time and with no prior notice to the Client terminate, cancel and/or close all or part of the Client's transactions, pledge, transfer, or sell the balance and/or securities in the Client's Trading Account and to perform any action which the Company, at its sole discretion, sees fit to cure the breach if any of the following occur:

If he is in breach of any of his obligations according to the terms and conditions and/or the Agreement;

If he becomes insolvent or bankrupt or in procedure of bankruptcy, reorganization, insolvency or any equivalent procedure.

The Client confirms and accepts that the Company might impose restrictions on the Trading Account if required to by law, including without limitation, court order, tax authority, regulatory authorities and any other official authority requirement. The Client agrees that the Company might be required to return or block money existing in the Client's Trading Account to fulfill requirements of the previously mentioned authorities. Should the aforementioned occur, the Client will have no right, claim or demand from the Company in respect of losses caused to his account as a result of any such action and undertakes to indemnify the Company for any damage caused by the Company's aforesaid action.

The Company cannot accept request to modify or cancel transaction received from the Client.

The Company is responsible for approving transmission for the execution of a specific transaction and the Client will only assume that a specific transaction was executed upon receipt of an official company report/reply. Further, the Client is solely responsible to verify the status of the pending transactions prior to carrying out other transactions.

It is the Client's responsibility to review transaction confirmations and reports through his Trading Account or delivered by email or in any other form, instantly following their receipt. Unless the Client objects within (3) three business days, the Company shall consider the reports accurate. The Company has the right to determine the validity of any such objection should it occur.

## 7. Deposits and Withdrawals

According to Anti-money laundering laws and regulations, the Client performing a bank transfer deposit must use a single bank account registered on the Client's name and located in his/her country of residence. The Client has to deliver an official confirmation of transfer (i.e. remittance slip) and validate that the deposit order is carried out according to the Company's requirements. An absence of such confirmation or incompatibility between account and Client's details might cause a transfer to a wrong account, or cause the rejection/loss of the request, or cause the Company to recall the deposit amount to the transferring bank, and eventually could result in the cancellation of the deposit order. Any withdrawal carried out by bank transfer, will only be transferred to the bank account that the deposit money had originated/deposited.

According to Anti-money laundering laws and regulations, the Company, at its sole discretion, might carry out withdrawal orders by alternative means to those, which have been used in the original deposit

order, if and as far as the Company will allow payment by other means of payment. Specifically, when carrying out deposits by other methods (other than credit cards and/or bank transfers), the Client hereby agrees and confirms his/her obligation and commitment to abide by the applicable rules and regulations.

The Company will withdraw the Client funds by making a bank wire or transfer to his/her credit card and/or credit card account that was used when the deposit was made, following the Client's withdrawal order. The Company will endeavor to withdraw the Client in accordance with Client's chosen method. Without prejudice to the previously mentioned, the Company reserves the right to withdraw the funds of the Client by different means in accordance with Client's type of credit card and/or according to the Company's internal regulations. The Credit card withdrawal shall be performed at times and according to the International Payments Systems procedures.

As the withdrawal request is pending (no confirmation has been given/sent to the Client by the Company), the Client may ask to stop the withdrawal process, according to the instructions, leaving the balance of his/her Trading Account intact. The Client accepts and confirms that upon completion of the withdrawal request, he/she will no longer be allowed to request withdrawal cancellation.

Subject to paragraph 7.4, if the Client had requested multiple withdrawals to be completed and subsequently requested to carry out multiple stop withdrawals, the Client shall cancel the previously requested withdrawal request(s) and only then to continue providing the remaining requests.

The Client's requests to withdraw funds from Trading Account, which remain incomplete 5 (five) days after the request, will cause the Company to refund the withdrawal amount back to the Trading Account.

## 8. Quotes

The graphs displayed on the Trading Platform are indicative. Thus, the Company does not guarantee that the transaction will be made at the same prices specified in the Trading Platform at the time of the Client transactions.

The price displayed on the Trading Platform is formed by the Bid price.

## 9. Copyright

Copyrights and Intellectual Property (IP) on the Website are the Company's property or of the Liquidity Provider or of third parties which have authorized the Company to use such IP on the Website and Service(s). It is forbidden to copy, distribute, duplicate, present in public, or deliver the copyrighted material, in whole or in part, to third parties. It is forbidden to alter, advertise, broadcast, transfer, sell, distribute or make any commercial use of the copyrighted material, in whole or in part, except with duly signed prior permission from the Company.

Unless explicitly stated otherwise, any material and/or message, including without limitation, idea, knowledge, technique, marketing plan, information, questions, answers, suggestions, emails and comments (hereinafter – "Information") delivered to the Company shall not be considered the Client's confidential or proprietary right of. Consent to the Agreement will be considered as authorization to the Company to use the entire Clients' Information (excluding Clients' Information designated for personal identification), at the absolute and sole discretion of the Company without requirement of any additional permission from the Client and/or the payment of any compensation due to such use.

Client undertakes that any notice, message or any other material supplied by the Client shall be appropriate and shall not harm other persons including their proprietary rights. Client shall refrain from uploading or sending any illegal and/or harmful and/or disturbing to other Clients material, and is strictly forbidden from taking any action, which might damage the Company.

#### 10. Content and Third Parties' Websites

The Website might include general information, news, comments, quotes and other information related to financial markets and/or advertising. Some information is supplied to the Website by unaffiliated companies.

The Company does not prepare, edit or promote the information/links and/or other information provided by unaffiliated companies.

The Company will not be liable for the content of any third-party websites or the actions or omissions of their proprietors nor for the contents of third party advertisements and sponsorship on those websites. The hyperlinks to other websites are provided for information purposes only. Any Client and/or potential client use any such links at his/her own risk.

#### 11. Severability

If any provision in the Agreement and/or this Annex or its implementation towards any person or in any circumstance shall be invalid, illegal or unenforceable, the remainder of the Agreement and its implementation shall not be affected and will be enforceable in any manner allowed by law.

#### 12. Adjustments to the Price of an CFD to Shares

If during the term between the purchasing of any CFD, relating to stock as the base asset, the stock has been split or reverse split, then the CFD price will be adjusted according to the adjustments made to the stock price in the relevant market where it is traded due to the aforesaid split or reverse split.

#### 13. Communications and Delivery of Notices. Advertising Materials

Reports and any notice hereunder may be sent to the Client at the address indicated by the Client, or such other address notified by the Client in writing to the Company from time to time. All communications sent to the Client shall be deemed delivered, at the time of delivery if sent by email, fax, by hand delivery or notified through the Trading Platform or Client Portal or within 2 (two) business days if posted by courier. Communications by the Client shall be deemed delivered only when actually received by the Company.

The Client's details provided or will be provided by the Client during his activity on the Website may be used by the Company for sending Company's advertising content and promotional material to the Client, unless the Client explicitly state in writing that he/she does not want to receive such information.

#### 14. Interpretation

For avoidance of doubt and unless noted otherwise, words in singular shown in the Agreement will refer to plural and vice versa; words in masculine gender will refer to feminine gender and vice versa; words referring to a person will refer to corporation and vice versa. The headlines in the Agreement will not be used as interpretation of the terms but rather be used for convenience.

#### 15. 1-Click Payments

The Client agrees to fund money/make payment for the Service(s) or other additional services ordered through the Website, as well as for any additional expenses (if necessary), including, but not limited, all possible taxes, charges, etc. The Client takes full responsibility for timely funding the Trading Account. A payment service provider only facilitates a payment for the amount indicated by the Website, and it is not responsible for paying by user of the Website the aforementioned additional funds/expenses.

After clicking the "Pay" button, the transaction is irrevocably deemed to be processed and executed. After clicking the "Pay" button, the Client agrees that he will not be eligible to cancel the payment or request to cancel it. Also, by accepting these Terms & Conditions, the Client, as cardholder, confirm that the Client is entitled to use Service(s) offered via the Website.

By starting to use the Service(s), the Client take legal responsibility for not violating the legislation of any country where this Service is being used, and confirms that the payment service provider is not responsible for any such unlawful or unauthorized violation. By agreeing to use the Service(s), the Client understands and accepts that processing of any of Client's payments are executed by the payment service provider, and there is no statutory right of revocation of already purchased Service(s) or any other opportunities to cancel the payment. If the Client wishes to reject to use Service(s) for the next purchases of services/funding his/her Trading Account or other facilities on the Website, the Client could do that by using his/her Trading Account on the Website.

A payment service provider is not responsible for any failure to process the data related to the Client's payment card, or for the issuing bank's refusal to provide authorization of the payment with the Client's payment card. A Payment service provider is not responsible for the quality, quantity, price, terms or conditions of Service(s) or other facilities offered to the Client or purchased by the Client's from the Website by using his/her payment card. When the Client pays for any of the Service(s)/funding Trading Account, the Client is primarily bound by the Website terms and conditions. Please note that only the Client, as the cardholder, is responsible for paying for services the Client have ordered through the Website/funding the Client's Trading Account and for any additional expenses/fees that can be applied to this payment. A Payment service provider acts only as the executor of the payment in the amount stated by the Website, and it is not responsible for pricing, total prices and/or total sums.

In case there is a situation when the Client does not agree with the aforementioned terms and conditions and/or other reasons, the Company asks the Client not to proceed with the payment, and, if necessary, contact directly the support of the Website.

Date: 01/12/2018