

Account Opening Agreement



Table of Contents

Client Agreement	5
Important Notices	6
Terms & Conditions	8
1. Terms and Headings	8
2. Information about TradeSmart	8
3. Categorisation	8
4. Communication	9
5. Authorisation to Trade	9
6. Appropriateness Of Trading	11
7. Governmental Counter Party Institution and Interbanking System Rules	11
8. Margins And Deposit Requirements	12
9. Bonuses	13
10. Client Assets	14
11. Conflicts Of Interest	16
12. Liquidation of Accounts and Payment of Deficit Balances	16
13. Fees/Charges	19
14. Communications, Statements and Confirmations	23
15. Disclaimer of Warranties / Limitation of Liability	25
16. Forex, CFDs, Fluctuation Risk	28
17. Indemnification	28
18. Market Abuse and Manipulation	29
19. Execution of Orders, Stop and Limits	32

20. Risk Acknowledgment	34
21. Market Recommendations and Information	35
22. Client Representations and Warranties	36
23. Islamic Accounts	38
24. Disclosure of Financial Information	39
25. No Separate Agreements	39
26. Affiliate Referral Disclosure	40
27. Trading Agents	42
28. Disclosure of Client Information	44
29. Termination	45
30. Intellectual Property and Confidentiality	46
31. Recordings	47
32. Legal Restrictions	47
33. Declaration	48
34. Tax Collection	48
35. Account Procedures – Identification	49
36. Withdrawal and Deposit Procedures	49
37. Statements	51
38. Consent to Electronic Signature	52
39. Consent to Execution of Orders Outside a Regulated Market	52
40. Waiver and Amendment	52
41. Entire Agreement	53
42. Assignment	54
43. Governing Law and Jurisdiction	54

44. Binding Effect	54
45. Miscellaneous	55
46. Dormant Account Procedure	56

Client Agreement

This is a legal contract between TradeSmart Ltd, incorporated within Saint Lucia, Meridian Place, Choc Estate, Castries, with Registration No 2024-00075, hereinafter known as ("TradeSmart", "us" or "we") its successors and assigns, and the party/parties (the "CLIENT", "client" or "you") executing this document.

Together with our Risk Disclosure Statement and Privacy Statement, this document represents the terms with which TRADESMART will do business with CLIENTS. This document sets out the respective rights and obligations of both parties in connection with this service. Both parties will accept and be bound by these terms on acceptance of the terms contained herein and on completion of the application form by the CLIENT.

In connection with opening an account with TRADESMART to speculate in, and/or purchase, and/or sell, Forex, Contracts for Differences (hereinafter referred to as "CFDs"), in commodities, metals, forex currencies and indices, and the receipt of such other services and products as TRADESMART may, in its sole discretion, determine to offer from time to time in the future, the CLIENT acknowledges that has been advised and understands the following factors concerning trading in the over the counter market ("OTC"), in addition to those contained in the Risk Disclosure Statement which has been provided to the CLIENT. We trade contracts for differences ("CFD") transactions in OTC.

In consideration of TRADESMART agreeing to provide services to the "CLIENT", "client" or "you" in connection- with the purchase of Forex, CFDs in commodities, currencies, metals and indices and the receipt of such other services and products as TRADESMART may, in its sole discretion, determine to offer from time to time in the future and which may be purchased or sold by or through TRADESMART for CLIENT's accounts(s), the CLIENT agrees that the following rights and obligations will govern the relationship between TRADESMART and CLIENT.

Important Notices

OTC trading means that trading does not take place on a regulated exchange. There are no guarantees as to the creditworthiness of the counterparty of your Forex, CFDs.

Also, there may be certain cases in which trading liquidity decreases, causing Forex, CFDs, commodities, currencies, metals and indices to cease, thereby preventing the liquidation of an adverse position which may result in a substantial financial loss.

TRADESMART does not provide investment advice. The market recommendations, signals, information, tools and educational material provided by and/or distributed by TRADESMART are general in nature and based solely on the judgment of TRADESMART's personnel or from third-party information providers. These market recommendations may or may not be consistent with the market position or intentions of TRADESMART, its affiliates, and/or employees.

The market recommendations and information provided by TRADESMART are based upon information believed to be reliable. Still, TRADESMART cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will eliminate the risk inherent in trading Forex, CFDs. Any market recommendations of, or information provided by, TRADESMART does not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any OTC transaction. The CLIENT understands and hereby agrees that the CLIENT is capable of, and solely responsible for, assessing the merits and risks of any trade may enter into with TRADESMART.

CLIENT understands that TRADESMART does not permit its CLIENT representatives to either exercise discretion or manage an OTC account. If the CLIENT's account is being traded without the CLIENT's authorisation, the CLIENT must notify TRADESMART immediately.

TRADESMART's margin policies and/or the policies of those banks/clearing houses through which trades are executed may require that additional funds be provided to properly margin

CLIENT's account and CLIENT is obligated to meet such margin requirements immediately. Failure to meet margin calls may result in the liquidation of any open positions with a resultant loss. TRADESMART reserves the right to refuse to accept any order.

CLIENT understands that they must carefully review the reports relating to CLIENT's trading posted online by TRADESMART. All reports of execution and statements of accounts will be deemed final unless CLIENT objects within two business days of being posted. Objections may be made initially by email or by telephone but must be confirmed thereafter in writing.

CLIENT understands that TRADESMART may establish rules and provisions for client accounts, including but not limited to minimum account size, investment time period, commissions and fees, leverage size per instrument, markups, rules relating to stop losses and limits, rules relating to rollovers, rules relating to margin calls, or any other financial arrangement, and that TRADESMART may change such rules and provisions from time to time.

CLIENT has read and understands the CLIENT's obligations and rights under this CLIENT Agreement and agrees and acknowledges that this CLIENT Agreement, the Risk Disclosure Statement and the Privacy Statement will comprise the terms of the CLIENT's relationship with TRADESMART. The CLIENT agrees that CLIENT is fully responsible for making all decisions regarding transactions effected for CLIENT's account. CLIENT has considered the foregoing factors, and in view of CLIENT's present and anticipated financial resources, CLIENT is willing and able to assume the substantial financial risks of OTC trading.

IT IS THE CLIENT'S RESPONSIBILITY TO FIND OUT ALL NECESSARY INFORMATION ABOUT TRADING IN FOREX, CFDs, AND TRADESMART TERMS AND CONDITIONS AND MAKE SURE THAT ALL RISKS AND ARRANGEMENTS ARE DISCUSSED AND CLEARLY UNDERSTOOD PRIOR TO ANY TRADING ACTIVITY.

Terms & Conditions

1. Terms and Headings

- 1.1. "TRADESMART" shall, where the context so permits or requires, be deemed to mean TradeSmart Ltd., its subsidiaries and affiliates and their successors and assigns;
- 1.2. "CLIENT" shall mean the party (or parties) who have agreed to be bound by the terms of this Agreement;
- 1.3. "Agreement" shall include this agreement and any and all other agreements and authorisations executed by CLIENT in connection with the maintenance of CLIENT's account with TRADESMART.
- 1.4. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

2. Information about TradeSmart

- 2.1. TradeSmart Limited is a registered financial services company, incorporated within Saint Lucia, Meridian Place, Choc Estate, Castries, with Registration No 2024-00.

3. Categorisation

- 3.1. It is our policy to treat all our clients as retail clients irrespective of the existence of any categorisations in the client's country of residence.

4. Communication

- 4.1. The principal method of communication between TRADESMART and CLIENT will be electronically, via TRADESMART's website and on-line trading platforms.
- 4.2. Information regarding orders placed and executed will be addressed personally to CLIENT through a CLIENT specific account.
- 4.3. However, certain information will be provided generally on our website, such as general market recommendations and CLIENT hereby consents to receiving information not addressed personally to CLIENT in that form.
- 4.4. All written communications from us to you will be in the language used to register your account via our website.

5. Authorisation to Trade

- 5.1. TRADESMART is authorised to enter into Forex, CFDs on an over-the-counter basis with CLIENT in accordance with the CLIENT's oral or written or computer instructions, subject to the terms of this Agreement and all annexes hereto.
- 5.2. On completion of the application form by the CLIENT, TRADESMART will issue CLIENT with a secure password which is to be used with the chosen username of the CLIENT.
- 5.3. TRADESMART's security systems are designed to ensure that any information provided to and from CLIENT is securely transmitted. CLIENT is obligated to keep passwords secret and is solely responsible for ensuring that third parties do not obtain access to the password or TRADESMART 's trading facilities.
- 5.4. The CLIENT agrees to be exclusively responsible for any instruction received electronically that is identified with the CLIENT's password and account number and

for any electronic, oral and written instruction to TRADESMART from persons that TRADESMART, in its sole judgment, believes are apparently authorised by the CLIENT.

- 5.5. If the CLIENT's account is titled as a joint account, TRADESMART is authorised to act on the instructions of anyone of the owners, without further inquiry, with regard to trading on the account and the disposition of any and all assets in the account.
- 5.6. TRADESMART shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or omitted to be taken by TRADESMART in reliance on any such instructions or on the apparent authority of any such persons.
- 5.7. TRADESMART has the authority to require joint action by the owners of the account in respect of the account. TRADESMART may send all correspondences and documents in respect of the account to anyone of the owners of a joint account.
- 5.8. TRADESMART has possession over the security of the account whether individual or joint.
- 5.9. If a death occurs to one or more of the owners of a joint account, TRADESMART shall be notified in writing and shown proof of a death certificate. All expenses due at the date of notification shall be charged to the account.
- 5.10. Up to the time valid written notification is provided to TRADESMART, each owner of a joint account is presumed to have an equal share in the joint account.

6. Appropriateness Of Trading

- 6.1. Although TRADESMART issues general market recommendations, these should not be construed as personal recommendations or advice to trade with TRADESMART. As such we are under no obligation to assess the appropriateness or otherwise of the

CLIENT trading Forex and CFDs, with TRADESMART. All trades entered into by the CLIENT represent an independent decision by the CLIENT to trade with TRADESMART.

7. Governmental Counter Party Institution and Interbanking System Rules

- 7.1. All transactions under this Agreement shall be made in accordance with usage, rulings and interpretations of the counter party institution or other interbank market (and its clearing organization, if any) and with all applicable laws and regulations.
- 7.2. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, or a contract market or clearing organization which shall be binding upon TRADESMART and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect.
- 7.3. The CLIENT acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements and CLIENT shall not thereby be given any independent legal or contractual rights with respect to such requirements.

8. Margins And Deposit Requirements

- 8.1. The CLIENT shall provide to and maintain with TRADESMART margin in such amounts and in such forms as TRADESMART, in its sole discretion, may require.

- 8.2. Such margin requirements may be greater or less than margins required by those banks or brokers with which trades are executed.
- 8.3. TRADESMART may change margin requirements at any time.
- 8.4. The CLIENT agrees to deposit by immediate wire transfer, or other payment method acceptable to TRADESMART, such additional margin when and as required by TRADESMART and will promptly meet all margin calls in such mode of transmission as TRADESMART in its sole discretion designates.
- 8.5. TRADESMART may at any time proceed to liquidate the CLIENT's account and any failure by TRADESMART to enforce its rights hereunder shall not be deemed a waiver by TRADESMART to enforce its rights thereafter.
- 8.6. TRADESMART retains the right to limit the amount and/or total number of open positions which CLIENT may acquire or maintain at TRADESMART, and to increase margin requirements in advance of earnings or other news or events, with or without notice, either before such events or retroactively or at any other time that it deems at its sole discretion.
- 8.7. Orders must be placed allowing sufficient time to execute and to calculate margin requirements.
- 8.8. Profits deriving from a transaction shall be added to the CLIENT's account as additional margin, as long as the transaction is open, and upon the closing of the transaction, as an addition to the available balance for withdrawal.
- 8.9. Losses deriving from a transaction shall be deducted from the CLIENT's account.

9. Bonuses

- 9.1. TRADESMART may elect to grant a benefit to the CLIENT by depositing bonus amounts in CLIENT's trading account, subject to certain terms and conditions as shall be determined by TRADESMART, at its sole discretion. Such bonus amounts may not be withdrawn by the CLIENT, unless CLIENT complies with the applicable trading requirements posted on TRADESMART's website as may be amended from time to time or as communicated to the CLIENT.
- 9.2. If TRADESMART suspects or has reason to believe that the CLIENT has attempted fraudulent activity in order to claim a bonus, or any other promotion, TRADESMART reserves the right to:
- (i) Cancel or reject the bonus promotion, and any related Trading Agent bonus, at its sole discretion,
 - (ii) Terminate CLIENT's access to services provided by TRADESMART and/or terminate the contract between TRADESMART and the CLIENT for the provision of services,
 - (iii) Block CLIENT's Account(s) and arrange for the transfer of any unused balance to the CLIENT.
- 9.3. If TRADESMART suspects or has reason to believe that CLIENT has abused the terms and conditions of a bonus offer by hedging positions internally (using other trading accounts held with TRADESMART) or externally (using other trading accounts held with other brokers), TRADESMART reserves the right to cancel bonuses, and any trades or profits associated with the CLIENT's account(s).
- 9.4. Bonus promotions may be restricted in certain jurisdictions.
- 9.5. TRADESMART reserves the right to cancel or reject bonus promotions at its sole discretion.

10. Client Assets

- 10.1. Interest is not payable by TRADESMART on client funds deposited by CLIENT.
- 10.2. All funds, securities, currencies, and other property of CLIENT which TRADESMART or its affiliates may at any time be carrying for CLIENT (either individually, jointly with others, or as a guarantor of the account of any other person,) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by TRADESMART as security and subject to a general lien and right of set-off for liabilities of CLIENT to TRADESMART whether or not TRADESMART has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts CLIENT may have with TRADESMART.
- 10.3. TRADESMART may at its discretion, at any time and from time to time, without notice to the CLIENT, apply and/or transfer any or all funds or other property of the CLIENT between any of the CLIENT's accounts.
- 10.4. The CLIENT hereby also grants to TRADESMART the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Customers, to itself as broker or to others, any securities or other property of the CLIENT held by TRADESMART as margin or security.
- 10.5. TRADESMART shall at no time be required to deliver to the CLIENT the identical property delivered to or purchased by TRADESMART for any account of the CLIENT.
- 10.6. This authorisation shall apply to all accounts carried by TRADESMART for the CLIENT and shall remain in full force until all accounts are fully paid for by the CLIENT or a notice of revocation is sent by TRADESMART from its home office.

- 10.7. Any failure by TRADESMART to enforce its rights hereunder shall not be deemed a future waiver of such rights by TRADESMART.
- 10.8. TRADESMART is irrevocably appointed as attorney in-fact for CLIENT and is authorised, without notice to the CLIENT, to execute and deliver any documents, give any notice and to take any actions on behalf of CLIENT, including the execution, delivery and filing of financing statements, that TRADESMART deems necessary or desirable to evidence or to protect TRADESMART's interest with respect to any collateral.
- 10.9. In the event that the collateral deemed acceptable to TRADESMART is at any time insufficient to satisfy the CLIENT's indebtedness or other obligations to TRADESMART, including obligations to provide margin hereunder, the CLIENT shall promptly pay upon demand the entire amount of such deficit.
- 10.10. Default of Credit Institution and Monitoring:
- 10.10.1. In the event of default of one of our appointed credit institutions, TRADESMART does not accept responsibility and is not subject to any liability arising from losses to clients arising from such a default.
- 10.10.2. However, we conduct appropriate and continuing risk assessment of our appointed credit institutions to ensure that our appointed credit institutions are safe repositories.
- 10.10.3. We will supply the details of our appointed credit institutions on request to retail clients, including the names of those institutions and the client account details.
- 10.10.4. Where the CLIENT does not wish TRADESMART to deposit funds with a particular credit institution we will return such funds to the CLIENT as soon as possible.

- 10.11. The CLIENT trading on the TRADESMART Direct platform agrees to the transfer of full ownership of funds to TRADESMART for the purpose of securing or otherwise covering the required margin and as such the required margin will no longer be treated as belonging to the CLIENT.
- 10.12. TRADESMART will deposit the required margin as collateral with its liquidity provider(s). These funds will not be registered in the CLIENT's name. Funds deposited by the CLIENT in excess of the required margin will be treated as client funds in accordance with the Client Asset.

11. Conflicts Of Interest

- 11.1. TRADESMART is required to maintain and operate effective organisational and administrative controls to take all reasonable steps to identify, manage, disclose and record conflicts of interest.
- 11.2. Where arrangements made by TRADESMART to manage conflicts of interest are insufficient to ensure, with reasonable confidence, that risks of damage to client interests will be prevented, TRADESMART shall clearly disclose to the client the general nature and the sources of the conflicts of interest before undertaking business on the client's behalf.

12. Liquidation of Accounts and Payment of Deficit Balances

- 12.1. In the event of
- a.the death or judicial declaration of incompetence of the CLIENT;

b. the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against the CLIENT;

c. the filing of an attachment against any of CLIENT's accounts carried by TRADESMART,

d. insufficient margin, or TRADESMART's determination that any collateral deposited to protect one or more accounts of CLIENT is inadequate, regardless of current market quotations, to secure the account;

e. CLIENT's failure to provide us with any information requested pursuant to this agreement or any applicable law; or

f. any abuse of trading practices, manipulations and/or fraud by the CLIENT or any other person authorized to use the account; or

g. any other circumstances or developments that we deem appropriate for its protection, and in TRADESMART's sole discretion, it may take one or more, or any portion of, the following actions:

i. Satisfy any obligation the CLIENT may have to us, either directly or by way of guaranty of suretyship, out of any of the CLIENT's funds or property in TRADESMART's custody or control;

ii. Sell any or purchase any or all Currency contracts, securities held or carried for the CLIENT; and

iii. Cancel any or all outstanding orders or contracts, or any other commitments made on behalf of the CLIENT.

12.2. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to the CLIENT, CLIENT's personal representatives, heirs, executors, administrators, trustees,

legatees or assigns and regardless of whether the ownership interest shall be solely CLIENT's or held jointly with others.

- 12.3. Prior demand or notice of sale or purchase shall not be considered a waiver of TRADESMART's right to sell or buy at any time in the future without demand or notice as provided above.
- 12.4. In liquidation of the CLIENT's long or short positions, TRADESMART may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a hedge which in TRADESMART's sole judgment may be advisable to protect or reduce existing positions in the CLIENT's account.
- 12.5. Any sales or purchases hereunder may be made according to TRADESMART's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and TRADESMART may purchase the whole or any part thereof free from any right of redemption.
- 12.6. For the CLIENT's protection, Equity or Net Liquidation Value of the CLIENT's trading account drops below the Minimum Margin Requirement, all of CLIENT's open transactions shall be automatically closed, whether at a loss or a profit.
- 12.7. If the amount in CLIENT's trading account is less than zero, the CLIENT shall promptly notify TRADESMART and TRADESMART shall nullify the account.
- 12.8. Neither TRADESMART nor any of its subsidiaries, affiliates or agents shall be responsible for any loss or damage caused due to closing of positions in accordance with the above.
- 12.9. The CLIENT shall always be liable for the payment of any deficit balance of the CLIENT upon demand by TRADESMART and in all cases, CLIENT shall be liable for any

deficiency remaining in CLIENT's account(s) in the event of the liquidation thereof in whole or in part by TRADESMART or by the CLIENT.

- 12.10. In the event TRADESMART incurs expenses other than for the collection of deficits, with respect to any of the account(s) of CLIENT, CLIENT agrees to pay such expenses.

13. Fees/Charges

- 13.1. Fees arising out of TRADESMART providing services are outlined in the Trading Conditions and Charges page.
- 13.2. The CLIENT is aware that TRADESMART's revenues derives from the spread on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction. The standard spreads for all instruments are listed on Trading Conditions & Charges.
- 13.3. TRADESMART may increase or decrease spreads on any or all instruments, at its sole discretion, at any time without notification due to various mitigating factors – market sentiment, news times or announcements, trading volumes, market volatility and/or additional internal or external factors. This may be effected on an individual client basis or for all clients simultaneously.
- 13.4. Where a CLIENT requests a specific fee structure, a commission may be payable by CLIENT to open and close Forex and CFDs positions. Such commission payable will be debited from the CLIENT's account at the same time as TRADESMART opens or closes the relevant Forex and CFDs.
- 13.5. Where we increase or introduce any new charges, we will post the changes on our website at a pre-determined time.

- 13.6. We may also charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees.
- 13.7. In certain circumstances additional fees may include such things as statement charges, order cancellation charges, account transfer charges or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organisations arising out of TRADESMART's provision of services hereunder.
- 13.8. The CLIENT may incur additional fees for the purchase of optional, value-added services we offer.
- 13.9. ROLLOVERS, OVERNIGHT INTEREST:
- 13.9.1. A daily financing charge may apply to each Forex and CFDs open position at the closing of TRADESMART's trading day as regards that Forex and CFD.
- 13.9.2. If such financing charge is applicable, it will either be requested to be paid by the CLIENT directly to TRADESMART or it will be paid by TRADESMART to the CLIENT, depending on the type of Forex and CFDs and the nature of the position.
- 13.9.3. The method of calculation of the financing charge varies according to the type of Forex and CFDs to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates (such as LIBOR).
- 13.9.4. The financing charge will be credited or debited (as appropriate) to the CLIENT's account on the next trading day following the day to which it relates.
- 13.9.5. TRADESMART reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of Forex and CFDs to which the financing charge applies.

- 13.9.6. For certain types of Forex and CFDs a commission is payable by the CLIENT to open and close Forex and CFDs positions. Such TRADESMART opens or closes the relevant Forex and CFDs commission payable will be debited from the CLIENT's account.
- 13.9.7. Trades in CFDs are linked to the market price of a certain base asset, including the market price of future contracts. A few days prior to the expiration date of the base asset to which the CFD is linked, the base asset shall be replaced with another asset, and the quotation of the CFD shall change accordingly.
- 13.9.8. CFDs do not have an expiration date.
- 13.9.9. Trades in CFDs are continuous and the base assets to which they are linked vary from time to time.
- 13.9.10. TRADESMART reserves the right to determine the base asset to which CFDs is linked, the date of replacement of the base asset, and the replacement conditions.
- 13.9.11. Following the replacement of the base asset, the quotation of the CFDs shall be adjusted, and the CLIENT's account shall be credited or debited, as applicable, in accordance with the difference in quotations created due to the replacement of the base asset.
- 13.9.12. The difference in quotations between the base assets is affected by the difference in rates between selling and buying of such assets in the market, and therefore the revaluation of selling and buying transactions shall be in different values.
- 13.9.13. Customers will incur costs in relation to the Spread Cost in closing the Old contract and Opening the New Contract and a Standard Overnight Interest charge.
- 13.9.14. In most cases, the debits shall be higher than credits.
- 13.9.15. Any open transaction held by the CLIENT at the end of the trading day as determined by TRADESMART or over the weekend, shall automatically be rolled over to the next

business day so as to avoid an automatic close and physical settlement of the transaction.

- 13.9.16. The CLIENT acknowledges that when rolling over such transactions to the next business day, overnight interest may be either added or subtracted from the CLIENT's account with respect to such transaction.
- 13.9.17. The overnight interest amount shall be determined by TRADESMART from time to time, in TRADESMART 's absolute discretion.
- 13.9.18. The CLIENT hereby authorizes TRADESMART to add or subtract the overnight interest to or from CLIENT's account for any open transaction that have accrued overnight interest, in accordance with the applicable rate thereto, each day at the time of collection specified on the trading platform for each individual instrument, as applicable.
- 13.9.19. Full information related to applicable charges can be found at [Trading Conditions and Charges](#).

14. Communications, Statements and Confirmations

- 14.1. Reports, statements, notices, trade confirmations, and any other communications will be posted online and may be transmitted to such address as the CLIENT may from time to time designate in a written or electronic communication to TRADESMART.
- 14.2. The CLIENT is responsible for alerting TRADESMART to any change in its e-mail address.
- 14.3. Communications are deemed received when made available to the CLIENT by TRADESMART, regardless of whether CLIENT actually accessed the statement.

- 14.4. The CLIENT will be able to generate daily, monthly and annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits.
- 14.5. The CLIENT understands that it must carefully review the reports relating to CLIENT's trading posted online by TRADESMART.
- 14.6. Reports of the confirmation of orders and statements of accounts for the CLIENT posted online by TRADESMART shall be deemed correct and shall be conclusive and binding upon the CLIENT if not objected to within two (2) business days of the posting online.
- 14.7. Objections may be made initially by email or by telephone but must be confirmed thereafter in writing.
- 14.8. If the CLIENT becomes aware of an error with respect to any report or statement, such as amounts erroneously credited to the CLIENT, the CLIENT shall immediately inform TRADESMART and is responsible to return such amount to TRADESMART, and if TRADESMART becomes aware of such occurrence, TRADESMART is expressly authorized to correct such error by correcting such report or statement, and, if applicable, treating this as a Deficit Balance.
- 14.9. The CLIENT declares that by providing its registration data to TRADESMART it hereby consents to, TRADESMART, its subsidiaries, affiliates and agents sending, and the CLIENT receiving, by means of telephone, facsimile, SMS or e-mail, communications containing content of a commercial nature relating to the CLIENT's use of the trading platform, including information and offers from TRADESMART or third parties that TRADESMART believes the CLIENT may find useful or interesting, such as newsletters, marketing or promotional materials.

- 14.10. The CLIENT acknowledges that TRADESMART does not have to separately obtain CLIENT's prior consent (whether written or oral) before distributing such communications to the CLIENT, provided that TRADESMART shall cease to distribute such communications should the CLIENT notify TRADESMART in writing that the CLIENT no longer desires to receive such commercial communication.
- 14.11. Client statements can be generated by the CLIENT at any time on the on-line trading platform. These statements will record the time the order was executed and the balance of their account. Our internal records will state the time the order was requested from the CLIENT.
- 14.12. TRADESMART will also provide the CLIENT with a statement on an annual basis upon request outlining the details of funds held by the firm for the client at the end of the period covered by the statement. Statements will also show all charges applied during the period covered by the statement, if any.
- 14.13. Real time access to each CLIENT's account showing transactions, the time orders were filled and the balance on the CLIENT's account will also be available to customers.

15. Disclaimer of Warranties / Limitation of Liability

- 15.1. TRADESMART and/or any of its subsidiaries, affiliates or agents shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of TRADESMART including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage.
- 15.2. Neither TRADESMART nor any of its subsidiaries, affiliates or agents warrants that the trading platform or any services provided (including Third Party Licenses) will be

available without interruption or will be error free and such trading platform and services are being provided "AS IS" without any representation or warranty of any kind whatsoever except as otherwise set forth herein.

- 15.3. Under no circumstances shall TRADESMART or any of its subsidiaries, affiliates or agents be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, TRADESMART's trading platform or services (including Third Party Licenses) including but not limited to lost profits, loss of business, trading loss, loss of data or use of data, any unauthorized access to, alteration, theft or destruction of CLIENT's computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services.
- 15.4. The CLIENT agrees that this section represents a reasonable allocation of risk, that this section is an essential element of this Agreement and that in its absence the economic terms of this Agreement would be substantially different.
- 15.5. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if TRADESMART or any of its subsidiaries, affiliates or agents has been advised of the possibility of such damage.
- 15.6. Neither TRADESMART nor any of its subsidiaries, affiliates or agents has liability or duty of indemnification related to unusable data, lost or corrupt CLIENT transactions or data, by whatever means, in whatever form.
- 15.7. This limitation of liability additionally eliminates any duty or liability on the part of TRADESMART or any of its subsidiaries, affiliates or agents related to unusable data, lost or corrupt CLIENT transactions or data, resulting in part or in whole from third-party software or networking goods or services or from internet related problems or from actions or events outside of TRADESMART 's control.

- 15.8. TRADESMART and its subsidiaries, affiliates and agents disclaim any and all liability resulting from or related to any breach of internet security or disruption, distortions or delays of CLIENT's connections to the internet, due to any reason.
- 15.9. As OTC is not an exchange traded market, prices at which TRADESMART deals at or quotes may or may not be similar to prices at which other OTC counterparties deal at or quote.
- 15.10. Should a quoting or execution error occur, which may include, but are not limited to, a mistype of a quote, a quote that is not representative of fair market prices, an erroneous price quote from a dealer or erroneous price quote due to failure of hardware, software or communication lines or systems or inaccurate external data feeds provided by third-party vendors, TRADESMART will not be liable for the resulting errors in account balances. Without derogating from the above, in the event that transactions shall be closed or opened based on the Erroneous Quote, TRADESMART's trading room attempts to recognize such event and to act promptly to reset such event. CLIENT acknowledges that the reset process may take time, during which the CLIENT may not be able to use its trading account, and outstanding orders may not be executed.
- 15.11. In case TRADESMART will identify an erroneous quote or an outdated quote, it may offer the CLIENT an alternative quote or alternatively to continue the transaction, all at the sole discretion of TRADESMART.
- 15.12. The CLIENT further acknowledges that TRADESMART, its subsidiaries, affiliates and agents shall not be liable for any loss or damage caused due to or in connection with such reset process.
- 15.13. Third-Party Licenses:

- 15.13.1. If any third-party software is included within or embedded in the TRADESMART website or online trading platform, then such embedded third-party software shall be provided subject to the terms of this CLIENT Agreement which apply to the online trading platform.
- 15.13.2. CLIENT shall fully comply with terms of any Third-Party Licenses that we provide from time to time.
- 15.13.3. We provide no express or implied warranty, indemnity or support for the Third-Party Licenses, and will have no liability related thereto.
- 15.13.4. "Third-Party Licenses" means licenses from third parties governing third-party software embedded or used in the trading platform.

16. Forex, CFDs Fluctuation Risk

- 16.1. If the CLIENT directs TRADESMART to enter into any Forex, CFDs transaction:
 - (i) Any profit or loss arising as a result of a fluctuation in Forex and CFDs will be entirely for the CLIENT's account and risk;
 - (ii) All initial and subsequent deposits for margin purposes shall be made in U.S. Dollars, EUROS, or British Pounds in such amounts as TRADESMART may in its sole discretion require; and
 - (iii) TRADESMART is authorized to convert funds in CLIENT's account for margin into and from such foreign currency at a rate of exchange determined by TRADESMART in its sole discretion on the basis of the then prevailing money market rates.

17. Indemnification

- 17.1. The CLIENT agrees to indemnify and hold TRADESMART, its subsidiaries, affiliates, agents, employees, agents, successors and assigns ("TRADESMART Indemnities") harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by any of TRADESMART indemnities arising out of CLIENT's failure to fully and timely perform the CLIENT's obligations herein or under any Third-Party License or should any of the CLIENT's representations and warranties fail to be true and correct.
- 17.2. The CLIENT also agrees to pay TRADESMART indemnities promptly all damages, costs and expenses, including attorney's fees, incurred in the enforcement of any of the provisions of this Agreement and any other agreements between TRADESMART and the CLIENT.
- 17.3. In addition to any limitations of liability specified elsewhere in this Agreement, TRADESMART indemnities shall not be held liable and are released from all claims and losses incurred in such regard if the claim or loss was caused or contributed to by:
- (i) The actions or omission to act on the part of CLIENT
 - (ii) Any act or omission by any person obtaining access to the CLIENT's account, whether or not the CLIENT has authorized such access or not,
 - (iii) System malfunction, equipment failure (whether CLIENT's equipment or TRADESMART's equipment), system interruption or system unavailability,
 - (iv) Delays, failure or errors in implementing any instruction,
 - (v) Inaccurate or incomplete instructions received by TRADESMART's from the CLIENT, or

(vi) Any reliance or use by CLIENT or any other third-party with access to the CLIENT's account of any financial and market data, quotes, news, analyst opinions, research reports, graphs or any other data or information whatsoever available through the trading platform or any Third-Party License, whether to complete a transaction on the trading platform or for any other purpose whatsoever.

- 17.4. TRADESMART shall be entitled to setoff CLIENT's liabilities under this section from CLIENT's account.

18. Market Abuse and Manipulation

- 18.1. ARBITRAGE AND MANIPULATION of Market conditions.

- 18.1.1. TRADESMART does not permit the practice of arbitrage when trading and strictly forbids any form of manipulation of its prices, execution, and platform or making transactions based on errors, omissions or misquotes on the TRADESMART platform.

- 18.1.2. Price latency, connectivity delays, and price feed errors sometimes create a situation where the prices displayed do not accurately reflect market rates. The concept of arbitrage and "scalping", or taking advantage of these Internet delays, cannot exist in an OTC market where the client is buying or selling directly from the Liquidity Providers.

- 18.1.3. Any transactions that rely on price latency or price feed errors may be subject to intervention which includes the right to void any transactions which TRADESMART has determined to be a result of any of these practices, revocation of profits, widening of spreads, block of trading and any other necessary corrections or adjustments on the account without prior notice.

18.1.4. If the Company suspects, or has reasonable grounds to believe, that the CLIENT has engaged in market abuse or manipulation – including but not limited to hedging positions internally (between multiple accounts under the same profile) or externally (in coordination with other CLIENTS or third parties) – the Company may, at its sole discretion, cancel affected trades, remove any associated profits, and/or terminate the CLIENT's account(s).

18.2. MARKET ABUSE

a. The CLIENT will not place and has not placed a trade with us relating to a particular index or any other CFD price if to do so would result in the CLIENT, or others with whom the CLIENT is acting in concert together, having an exposure to the price of the underlying financial instrument which can create a situation of market abuse.

This exposure can be equal to or exceeding the amount of a declarable interest in the relevant financial instrument. For this purpose, the level of a declarable interest will be the prevailing level at the material time, set by law or by the stock exchange(s) or other exchange upon which the underlying financial instrument is traded; and

b. the CLIENT will not place and has not placed a trade with us in connection with:

(i) a placing, issue, distribution or other analogous event; (ii) an offer, take over, merger or another analogous event; or (iii) any other corporate finance style activity, in which the CLIENT is involved or otherwise interested; and

c. the CLIENT will not place or close a position and the CLIENT will not place an order that contravenes any primary or secondary legislation or other law against insider dealing or market manipulation. The CLIENT agrees that TRADESMART may proceed on the basis that when the CLIENT opens or closes a position or places an order on a share price, the CLIENT may be treated as dealing in securities within the meaning of the relevant statutes or regulations.

- 18.3. In the event that (a) the CLIENT places or closes any trade or places an order in breach of the representations and warranties given, or TRADESMART has reasonable grounds for suspecting that CLIENT may have done so, TRADESMART may at our absolute discretion and without being under any obligation to inform the CLIENT of our reason for doing so close that trade and any other trade or trades that you may have open at the time, if applicable, and also at our absolute discretion cancel any trades or profits associated with CLIENT's account(s).
- 18.4. In the event that the Client abuses the maximum trade size of a trading account, TRADESMART may at our absolute discretion and without being under any obligation to inform the CLIENT of our reason for doing so adjust the leverage or account type as per the volume being traded.
- 18.5. The CLIENT acknowledges that trade are speculative arrangements, and the CLIENT agrees that the CLIENT will not enter into any transactions with us in connection with any corporate finance style activity.
- 18.6. The CLIENT acknowledges that it would be improper for the CLIENT to deal in the underlying market if the sole purpose of such a transaction was to impact on our bid or offer prices, and CLIENT agrees not to conduct any such transactions.

19. Execution of Orders, Stop and Limits

- 19.1. TRADESMART will use commercially reasonable efforts to complete all orders which it may, in its sole discretion, choose to accept in accordance with the oral or written or computer instructions of the CLIENT.
- 19.2. TRADESMART reserves the right to refuse to accept any order.

- 19.3. TRADESMART may, at its sole discretion, allow the CLIENT to specify a closing price for a transaction at the trading platform through a "Close at Loss" and "Close at Profit" order, subject always to the terms of this Agreement and any other terms and conditions TRADESMART may implement from time to time.
- 19.3.1. "Close at Loss" means an offer to close a transaction at a price determined in advance by the CLIENT which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is lower than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is higher than the opening transaction price.
- 19.3.2. "Close at Profit" means an offer to close a transaction at a price determined in advance by the CLIENT which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is higher than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is lower than the opening transaction price.
- 19.4. Upon CLIENT's offer and TRADESMART's acceptance of an order, the CLIENT hereby authorizes TRADESMART to close the transaction at the Close at Loss price or Close at Profit price, as applicable, and as agreed upon in the order, without further instructions from or notification to the CLIENT.
- 19.5. TRADESMART may, in its sole discretion, close the transaction when the price quoted by TRADESMART on the trading platform equals the price accepted by TRADESMART for such an order.
- 19.6. The CLIENT acknowledges and agrees that TRADESMART shall not be obligated to close a transaction which does not otherwise comply with any other limitations agreed upon with respect to such transaction.

- 19.7. The CLIENT acknowledges and agrees that due to market volatility and factors beyond TRADESMART's control, TRADESMART cannot guarantee that a Close at Loss order will be executed at the level specified in the CLIENT's order. In such an event, TRADESMART will close the transaction at the next best price.
- 19.8. If, before CLIENT's "Limit Order" offer to open or close a transaction is accepted by TRADESMART, TRADESMART's quote moves to CLIENT's advantage (for example, if the price goes down as CLIENT buys or the price goes up as CLIENT sells) CLIENT agrees that TRADESMART will execute the closing transaction at the CLIENT's specified price and not better. CLIENT agrees that TRADESMART can retain such price movement for its own account.
- 19.9. CLIENT is aware that a part of TRADESMART's revenues derives from the spreads on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction. Therefore, in case the fair market price reduces TRADESMART's spread in a specific transaction, TRADESMART may, at its sole discretion, choose not to execute such transaction, in which case TRADESMART may send the CLIENT an amended quote for his consideration. TRADESMART may complete a transaction at its sole discretion in case the fair market price does not affect TRADESMART's spread from the transaction and / or increases it.

20. Risk Acknowledgment

- 20.1. The CLIENT acknowledges that investment in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss of their entire margin deposit.
- 20.2. The CLIENT understands that because of the low margin normally required in OTC trading, price changes in OTC may result in significant losses.

- 20.3. The CLIENT warrants that CLIENT is willing and able, financially and otherwise, to assume the risk of OTC trading, and in consideration of TRADESMART's carrying his/her account(s), CLIENT agrees not to hold TRADESMART and any of its subsidiaries, affiliates or agents responsible for any losses incurred by the CLIENT.
- 20.4. The CLIENT recognizes that guarantees of profit or freedom from loss are impossible in OTC trading.
- 20.5. The CLIENT acknowledges that the CLIENT has received no such guarantees from TRADESMART or from any of its representatives or any introducing agent or other entity with whom the CLIENT is conducting his/her TRADESMART account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.
- 20.6. The high degree of leverage that is obtainable in the trading of Forex and CFDs transactions can work against you as well as for you. Leverage can lead to large losses as well as gains.
- 20.7. During times of extreme volatility, it can be difficult or impossible to execute orders.

21. Market Recommendations and Information

- 21.1. CLIENT acknowledges that:
- (i) Any market recommendations, signals and information communicated by any method of communication to CLIENT by TRADESMART and any of its subsidiaries, affiliates, agents or by any person within TRADESMART does not constitute an offer to sell or the solicitation of an offer to buy any OTC contract, and that TRADESMART does not provide investment advice,

(ii) Such recommendation and information, although generally based upon information obtained from sources believed by TRADESMART to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified, and

(iii) TRADESMART makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or market recommendation furnished to CLIENT and shall not be responsible for any loss or damage including without limitation any loss of margin or profits which may arise directly or indirectly from using or reliance on such recommendations or information.

- 21.2. The CLIENT understands that the CLIENT is solely responsible for assessing the merits and risks of any trade it may enter into with TRADESMART whether as a result of information provided by TRADESMART or otherwise.
- 21.3. The CLIENT acknowledges that TRADESMART and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell Forex and CFDs, which are the subject of market recommendations furnished to the CLIENT, and that the market position of TRADESMART or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to the CLIENT by TRADESMART.
- 21.4. The CLIENT acknowledges that TRADESMART makes no representations concerning the tax implications or treatment of any trading activity.

22. Client Representations and Warranties

- 22.1. The CLIENT represents and warrants that:

(i) if the CLIENT is a natural person, the CLIENT is of sound mind, legal age and legal competence.

(ii) if the CLIENT is not a natural person,

a.the CLIENT is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;

b.Execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder, and performance of all obligations contemplated under this Agreement and all other transactions contemplated hereunder have been duly authorised by the CLIENT; and

c.Each person executing and delivering this Agreement and all other transactions contemplated hereunder on behalf of the CLIENT, has been duly authorised by the CLIENT to do so.

(iii) No person other than the CLIENT has or will have an interest in the CLIENT's account(s) and the CLIENT has not granted and will not grant a security interest in the CLIENT's account with TRADESMART (other than the security interest granted to TRADESMART hereunder) to any person without TRADESMART's prior written consent. The CLIENT has full beneficial ownership of all collateral and will not grant any security interest in any collateral to any person (other than the security interest granted to TRADESMART hereunder) without TRADESMART's prior written consent; and,

(iv) the CLIENT hereby warrants that regardless of any subsequent determination to the contrary, the CLIENT is suitable to trade OTC; and,

(v) the CLIENT is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or

firm registered on any exchange, or any bank, trust, or insurance company, and in the event that CLIENT becomes so employed, CLIENT will promptly notify us, at TRADESMART's home office, in writing, of such employment; and,

(vi) the CLIENT will execute and deliver all documents, give all notices, make all filings and take such other actions as TRADESMART, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of TRADESMART or to protect TRADESMART's interests with respect to any Collateral; and,

(vii) the CLIENT has read and understands the provisions contained in this Agreement, including, without limitation, TRADESMART's Risk Disclosure Statement and Privacy Statement; and

(viii) the CLIENT will review this Agreement; and

(ix) the CLIENT will not affect any transaction in CLIENT's account unless the CLIENT understands this Agreement, and CLIENT agrees that in effecting any transaction it is deemed to represent that it has read and understands this Agreement as in effect at the time of such transaction; and

(x) the CLIENT agrees to, and shall at all times comply with, all applicable laws, statutes and regulations and the CLIENT hereby declares that the execution and delivery by the CLIENT of this Agreement and all other transactions contemplated hereunder, and performance of all of CLIENT's obligations contemplated under this Agreement and any other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by- law or policy applicable to the CLIENT. The CLIENT may not use this account with TRADESMART for any illegal activity.

23. Islamic Accounts

- 23.1. In the event that the CLIENT to its observance of Islamic religious beliefs cannot receive or pay interest, the CLIENT may elect to designate, in the manner provided by TRADESMART, its trading account to be an Islamic Account, which is not charged with, or entitled to, overnight interest and/or rollovers.
- 23.2. The Islamic Account mirrors the trading environment of the RAW Account, with the exception of swap fees, ensuring parity in terms of trading conditions, execution, and available features.
- 23.3. In the event that the CLIENT designates its account as an Islamic account, the CLIENT may not keep transactions in such account open for more than 14 days and may not otherwise abuse such benefit or there would be a carry-over charge.
- 23.4. TRADESMART reserves the right to cancel the aforesaid benefit at any time and take any action necessary in TRADESMART's absolute discretion due to abuse of this benefit.
- 23.5. Such actions may include, without limitation, the designation of the Islamic Account as a regular account and retroactively effecting required adjustments (e.g., setting off amounts from the account equal to amounts paid by TRADESMART as interest), cancellation of transactions, and adjustment of account balances.

24. Disclosure of Financial Information

- 24.1. The CLIENT represents and warrants that the financial information disclosed to us in their Application is an accurate representation of the CLIENT's current financial condition.

- 24.2. The CLIENT represents and warrants that the CLIENT has very carefully considered the portion of the CLIENT's assets which the CLIENT considers to be risk capital.
- 24.3. The CLIENT recognizes that risk capital is the amount of money the CLIENT is willing to put at risk and the loss of it would not, in any way, change the CLIENT's lifestyle.
- 24.4. The CLIENT agrees to immediately inform us if the CLIENT's financial condition changes in such a way to reduce the CLIENT's net worth, liquid assets and/or risk capital.

25. No Separate Agreements

- 25.1. The CLIENT acknowledges that the CLIENT has no separate agreement with TRADESMART or any of its employees or agents regarding the trading in the CLIENT's TRADESMART account, including any agreement to guarantee profits or limit losses in the CLIENT's account.
- 25.2. The CLIENT understands that the CLIENT must authorize every transaction prior to its execution unless the CLIENT has delegated discretion to another party by signing TRADESMART's limited trading authorization or as otherwise agreed in writing with TRADESMART, and any disputed transactions must be brought to the attention of TRADESMART's Compliance Officer pursuant to the notice requirements of this CLIENT Agreement.
- 25.3. The CLIENT agrees to indemnify and hold TRADESMART and its subsidiaries, affiliates and agents harmless from all damages or liability resulting from the CLIENT's failure to immediately notify TRADESMART's Compliance Officer of any of the occurrences referred to herein.

26. Affiliate Referral Disclosure

- 26.1. TradeSmart Limited may engage with advertising affiliates/referrers/marketing partner ("Affiliate") who are wholly separate and independent from one another and from TradeSmart Ltd. Any agreement between TradeSmart Limited and Affiliate does not establish a joint venture or partnership and Affiliate is not an agent or employee of TradeSmart Ltd.
- 26.1.1. TradeSmart Limited does not control and cannot endorse or vouch for the accuracy or completeness of any information or advice the CLIENT may have received or may receive in the future from TradeSmart Limited Affiliates or from any other person not employed by, or acting on behalf of TradeSmart Limited, regarding the risks involved in the trading of Forex and CFDs or the risks involved in such trading.
- 26.1.2. Since the Affiliate is not an employee or agent of TradeSmart Ltd, TradeSmart Limited does not endorse or vouch for the services provided by the Affiliate. It is the CLIENT's responsibility to perform necessary due diligence on the Marketing Partner prior to using any of their services.
- 26.1.3. The CLIENT understands that in order to trade with TRADESMART the CLIENT must open an account directly with TRADESMART. TRADESMART makes available appropriate risk disclosure information to all Customers when they open accounts. Customers should read that information carefully and should not rely on any information to the contrary from any other source.
- 26.1.4. The CLIENT acknowledges that no representations and/or warranties have been made by TRADESMART its servants or agents or any individual associated with TRADESMART regarding future profits or losses in the CLIENT's account.
- 26.1.5. The CLIENT understands that Forex and CFDs trading is very risky, and that many people lose money trading and that all Forex and CFDs trading, including trading done

pursuant to a system, course, program, research or recommendations of an Affiliate, Trading Agent or any other third party involves a substantial risk of loss. In addition, the CLIENT hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of an Affiliate, Trading Agent or any other third party will not necessarily result in profits, avoid losses or limit losses.

- 26.1.6. Because the risk factor is high in Forex and CFDs trading, in case the Client does not have the extra capital he can afford to lose, the Client should consider carefully before trading.
- 26.1.7. The CLIENT understands and acknowledges that TradeSmart Limited may remunerate an Affiliate for referring the CLIENT to TradeSmart Limited and that such remuneration may be on a per-trade basis or other basis. Further, the Client has a right to be informed of the precise nature of such remuneration.
- 26.1.8. The CLIENT acknowledges that an Affiliate may also, in some circumstances, be a Trading Agent. The CLIENT understands that by using a Trading Agent, the CLIENT may incur a markup, above and beyond the ordinary spread generally provided by TRADESMART.
- 26.1.9. TRADESMART shall in no way be responsible for any loss to the CLIENT resulting from the CLIENT's use of any information or advice given by any third party including a Trading Agent or Affiliate.

27. Trading Agents

- 27.1. The CLIENT acknowledges that should the CLIENT choose to grant trading authority or control over the CLIENT's account to a third party ("Trading Agent"), whether on a discretionary or nondiscretionary basis, the CLIENT does so at its own risk.
- 27.2. The CLIENT acknowledges that TRADESMART its subsidiaries, affiliates or agents shall in no way be responsible for reviewing CLIENT's choice of such Trading Agent, or the actions taken by it, nor making any recommendations with respect thereto.
- 27.3. The CLIENT acknowledges and understands:
- (i) That TRADESMART makes no warranties nor representations concerning any Trading Agent,
 - (ii) That TRADESMART its subsidiaries, affiliates or agents shall not be responsible for any loss to the CLIENT occasioned by the actions of the Trading Agent, and
 - (iii) That TRADESMART does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent.
- 27.4. If the CLIENT chooses to grant trading authority or control over the CLIENT's account to a Trading Agent, the CLIENT agrees to enter into a power of attorney agreement ('POA') with the Trading Agent to permit same, and to furnish the POA to TRADESMART.
- 27.5. The CLIENT acknowledges that upon receipt of the POA, TRADESMART is authorised to follow the instructions of the Trading Agent in every respect until TRADESMART is notified in writing by the CLIENT that the POA is revoked or the POA has expired. The CLIENT authorizes TRADESMART to debit the CLIENT's Account in accordance with the terms agreed between the CLIENT and Trading Agent and which are set out in the POA.

- 27.6. The CLIENT acknowledges that the Trading Agent and many third-party vendors of trading systems, courses, programs, research or recommendations may not be regulated by a government agency. It is the CLIENT's responsibility to perform necessary due diligence on the Trading Agent prior to using any of their services and to satisfy themselves of its competence and/or suitability to the CLIENT.
- 27.7. The CLIENT acknowledges that it or the Trading Agent may elect to use an automated trading system. The CLIENT acknowledges that TRADESMART does not take any responsibility for any such system. The CLIENT is aware of the volume of trading and resulting commissions that such systems may generate and the impact that this may have on the performance of the Account the CLIENT accepts the risks associated with the use of computers and data feed systems, which may include, but are not limited to, failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors and the CLIENT further agrees to hold TRADESMART harmless from any losses in the Account associated with these risks. The CLIENT acknowledges that neither TRADESMART nor any of its officers, directors, vendors, employees, agents, associated persons or TRADESMART personnel will be liable for any such breakdown or failure.
- 27.8. The CLIENT understands that by using a Trading Agent or automated trading system, the CLIENT may incur a mark-up, above and beyond the ordinary spread generally provided by TRADESMART. Details of any such mark-up will be displayed in the spread on the client trading account using the automated system and/or provided in the agreement between the Trading Agent and the CLIENT.
- 27.9. The CLIENT acknowledges that any decisions or actions taken by the Trading Agent on CLIENT's behalf shall be deemed to have been taken by the CLIENT and any losses or gains generated by the Trading Agent's action shall be for the CLIENT's account.

- 27.10. The CLIENT agrees to indemnify and hold TRADESMART, harmless from and against all liabilities, losses, damages, cost and expenses, including attorney's fees that arise directly or indirectly from the Trading Agent's management of the account, including, without limitation all actions, instructions or omissions by the Trading Agent.
- 27.11. The CLIENT acknowledges that the risk factor in trading foreign exchange, commodities, Forex and CFDs is substantially high, and therefore the CLIENT further acknowledges that they should carefully consider trading through TRADESMART, whether through a Trading Agent or otherwise, if the Trader does not have capital, they can afford to lose.

28. Disclosure of Client Information

- 28.1. TRADESMART will not share or sell information regarding customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of business, including, but not limited to, TRADESMART's banking or credit relationships, or to other persons as disclosed in TRADESMART's Privacy Statement.
- 28.2. TRADESMART may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding the CLIENT and the CLIENT's transactions in response to a request for such information or in response to a court order or subpoena.
- 28.3. TRADESMART will share or sell statistical information without disclosing the CLIENT's identity.

29. Termination

- 29.1. This Agreement shall continue in effect until termination, and may be terminated by the CLIENT at any time upon three (3) days prior written notice (which may be by e-mail) when CLIENT has no Forex and CFDs position(s) and no liabilities held by or owed to TRADESMART upon the actual receipt by TRADESMART at its home office of written notice of termination, or at any time whatsoever by TRADESMART upon the transmittal of written notice of termination to the CLIENT; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this agreement nor shall it relieve the CLIENT of any obligations arising out of any deficit balance.
- 29.2. Sections 14, 17, 19, 24, 31, 42 shall survive termination of this Agreement for any reason.

30. Intellectual Property and Confidentiality

- 30.1. All copyright, trademark, trade secret and other intellectual property rights and proprietary rights to the TRADESMART website in its totality, its contents and any related materials ("TRADESMART IP") shall remain at all times the sole and exclusive property of the TradeSmart Limited and its licensors and in the case of third-party materials available on the TRADESMART web site to such third party and Customers shall have no right or interest in the TradeSmart Limited IP except for the right to access and use the TRADESMART Group IP as specified herein.
- 30.2. The CLIENT acknowledges that the TradeSmart Limited IP is confidential and has been developed through the expenditure of substantial skill, time, effort and money.

- 30.3. The CLIENT will protect the confidentiality of the TradeSmart Limited IP and not allow website access to any third party.
- 30.4. The CLIENT will not publish, distribute, or otherwise make available to third parties any information derived from or relating to the TradeSmart Limited IP.
- 30.5. The CLIENT will not copy, modify, de-compile, reverse engineer, or make derivative works of the TradeSmart Limited IP or in the manner in which it operates.
- 30.6. If the CLIENT has comments on TRADESMART's services or ideas on how to improve them, the CLIENT is welcome to contact TRADESMART. By doing so, the CLIENT grants TRADESMART a perpetual, royalty-free, irrevocable, transferable license, with right of sublicense, to use and incorporate CLIENT's ideas or comments into the TRADESMART's services, and to otherwise exploit CLIENT's ideas and comments, in each case without payment of any compensation.

31. Recordings

- 31.1. The CLIENT agrees and acknowledges that all conversations regarding CLIENT's account(s) between the CLIENT and TRADESMART personnel may be electronically recorded with or without the use of an automatic tone warning device.
- 31.2. The CLIENT further agrees to the use by TRADESMART, its subsidiaries, affiliates and agents of such recordings and transcripts as it deems fit in connection with any dispute or legal proceeding that may arise.
- 31.3. The CLIENT understands that TRADESMART destroys such recordings at regular intervals in accordance with TRADESMART's established business procedures and the CLIENT hereby consents to such destruction.

32. Legal Restrictions

- 32.1. Without limiting the foregoing, the CLIENT understands that laws regarding financial contracts vary throughout the world, and it is the CLIENT's obligation alone to ensure that the CLIENT fully complies with any law, regulations, or directives, relevant to the CLIENT's country of residency with regards to the use of the Website.
- 32.2. For avoidance of doubt, the ability to access TRADESMART's Website does not necessarily mean that TRADESMART's services, and/or CLIENT's activities through it, are legal under the laws, regulations or directives relevant to the CLIENT's country of residency.
- 32.3. This Website does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such an offer or solicitation.
- 32.4. Access to this Website, and the offering of financial contracts via this site, may be restricted in certain jurisdictions, and, accordingly, users accessing this site are required to inform themselves of, and to observe, such restrictions.

33. Declaration

- 33.1. By acceptance of this Agreement, the CLIENT hereby declares that the moneys invested in the CLIENT's account with TRADESMART do not originate from drug trafficking, human trafficking, abduction, or any other criminal activity.

34. Tax Collection

- 34.1. The CLIENT knows, understands and agrees that, in general, TRADESMART does not collect tax for any authority in any form or manner.
- 34.2. Without limiting the foregoing, it is the CLIENT's obligation alone to calculate and pay all taxes applicable to the CLIENT's country of residence, or otherwise arising as a result of the CLIENT's trading activity from the use of TRADESMART's services.
- 34.3. Without derogating from the CLIENT's sole and entire responsibility to perform tax payments, the CLIENT agrees that TRADESMART may deduct tax, as may be required by the TRADESMART law, but is not obligated to do so, from the results of the activity with TRADESMART.
- 34.4. The CLIENT is aware that amounts that may be withdrawn by the CLIENT from the CLIENT's account are "gross amounts", from which the TRADESMART may deduct such taxes, and that the CLIENT shall have no claim towards TRADESMART with regard to such deductions.

35. Account Procedures – Identification

- 35.1. The CLIENT acknowledges that applicable laws require financial institutions to obtain, verify, and record information identifying each person who opens an account.
- 35.2. The CLIENT further acknowledges that TRADESMART makes efforts to prevent fraud and to confirm the CLIENT's identity.
- 35.3. Accordingly, the CLIENT has provided TRADESMART, or shall provide TRADESMART promptly following the opening of the trading account, with certain identifying information and documents as shall be requested by TRADESMART, including but not limited to a copy of the CLIENT's ID, a copy of the CLIENT's utility bill (e.g., phone bill,

property tax bill), and copies of both sides of the CLIENT's credit card (in the event deposit has been made through credit card).

- 35.4. The CLIENT confirms that CLIENT has provided true, accurate, current and complete information during the registration process, and that the CLIENT has not impersonated any person or entity, or misrepresented any affiliation with another person, entity or association, used false headers or otherwise concealed the CLIENT's identity from TRADESMART for any purpose.

36. Withdrawal and Deposit Procedures

- 36.1. The CLIENT further acknowledges and accepts TRADESMART's procedures with respect to withdrawals and deposits to accounts as set forth below:

(i) Withdrawal orders: The provision of documentation as may be required from time to time by Anti Money Laundering regulations, credit card companies and TRADESMART, is a prerequisite, prior to the execution of a withdrawal order.

(ii) The CLIENT acknowledges that withdrawals may take longer than expected for numerous reasons, some under TRADESMART's control and some not.

(iii) Credit card deposits may be, according to credit card companies' regulations, returned to the same credit card when a withdrawal is performed. A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to credit card or to the bank account at TRADESMART's discretion. Withdrawals to bank accounts may take a longer time period, due to additional security procedures.

(iv) Credit Card Deposits Variance: When choosing an account base currency other than USD, CLIENT's credit card may be debited sums which due to exchange rates and

credit card companies' fees, may slightly vary from the initial sum that has been deposited by the CLIENT in the account base currency. The CLIENT hereby accepts that such variations may occur and hereby affirms that the CLIENT shall not seek to object or charge this back.

(v) When depositing by a Bank Transfer, as required by anti-money-laundering regulations, the CLIENT is required to use a bank account, which is in the CLIENT's country of residence and in the CLIENT's name. Any withdrawal of funds, from the CLIENT's TRADESMART account to a bank account, can only be refunded to the same bank account that the funds were originally received from.

(vi) Alternative payment methods (internet payment vendors; money transfer services; etc.): when depositing funds using a facility other than credit cards and/or banks, you agree to, and acknowledge being bound by, the regulations and rules of such service, including, but not limited to, fees and other restrictions. TRADESMART, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with anti-money-laundering regulations.

(vii) If a client opts for the Crypto option to deposit funds into their TRADESMART Wallet, it's crucial to ensure that the transaction aligns with the initially selected cryptocurrency. Otherwise, the funds become unidentifiable, and TRADESMART cannot recover any losses incurred as a result. TRADESMART holds no liability for further compensation.

For instance, if the client chooses Bitcoin as the method, they should refrain from sending Bitcoin Cash, Ripple, or any other cryptocurrency that deviates from the originally selected one. It's imperative for the client to thoroughly review all deposit instructions provided by TRADESMART via the website and Client Portal before proceeding with the deposit.

37. Statements

- 37.1. The CLIENT hereby consents to receive account statements and trade confirmations online.
- 37.2. TRADESMART will provide the CLIENT with password-protected access to online reports.
- 37.3. The CLIENT will be able to generate Daily, Monthly and Annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits, etc.
- 37.4. Hard copies of Monthly CLIENT statements are available upon request only and may incur an additional charge.
- 37.5. Statements are deemed received when made available to the CLIENT by TRADESMART, regardless of whether the CLIENT actually accessed the statement.
- 37.6. The CLIENT is responsible for alerting TRADESMART to any change in their e- mail address.
- 37.7. This consent shall be effective until revoked by the CLIENT in writing and received by TRADESMART according to Section 16 of this CLIENT agreement.

38. Consent to Electronic Signature

- 38.1. By electronically signing TRADESMART's account agreement and related documents, the CLIENT acknowledges receipt of the CLIENT account letter, CLIENT agreement

and other documents contained as part of TRADESMART's electronic account package and the CLIENT agrees to be bound by their terms and conditions.

- 38.2. In addition, by signing TRADESMART's account agreement and related documents, the CLIENT consents to TRADESMART maintaining and the CLIENT receiving electronic records of CLIENT's trades and accounts.

39. Consent to Execution of Orders Outside a Regulated Market

- 39.1. The CLIENT hereby acknowledges and consents to TRADESMART executing orders over the counter and outside a regulated market.

40. Waiver and Amendment

- 40.1. The CLIENT understands, acknowledges and agrees that TRADESMART may amend or change this Agreement at any time.
- 40.2. TRADESMART will provide notice to the CLIENT of any such amendment or change by posting the amendment or change on TRADESMART 's website or by sending an e-mail message to the CLIENT at any time without prior notice.
- 40.3. The CLIENT agrees to be bound by the terms of such amendment or change on that date.
- 40.4. In the event that the CLIENT objects to any such change or amendment, the CLIENT agrees to liquidate the CLIENT's open positions and instruct TRADESMART regarding the disposition of all assets in CLIENT's account within ten (10) business days after notice of the amendment or change has been posted on TRADESMART's website or otherwise notified CLIENT.

- 40.5. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by TRADESMART or failure of TRADESMART's agents to assert its rights under this Agreement on any occasion or series of occasions.
- 40.6. No oral agreements or instructions to the contrary shall be recognized or enforceable.

41. Entire Agreement

- 41.1. This Agreement together with all references to TRADESMART's policies and procedures made in this Agreement, and together with the Risk Disclosure Statement and Privacy Statement embodies the entire agreement between TRADESMART and the CLIENT, superseding any and all prior written and oral agreements.

42. Assignment

- 42.1. The CLIENT may not assign or transfer any of its rights or obligations under this Agreement to a third-party without the prior written consent of TRADESMART. Any attempted assignment or transfer in violation of the foregoing will be void. TRADESMART may freely assign this Agreement.

43. Governing Law and Jurisdiction

- 43.1. This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby shall be governed by,

construed and enforced in all respects in accordance with the laws of Saint Lucia and TRADESMART and the CLIENT hereby irrevocably submit to the nonexclusive jurisdiction of the Saint Lucia's Courts.

44. Binding Effect

- 44.1. This Agreement shall be continuous and shall cover, individually and collectively, all accounts of the CLIENT at any time opened or reopened with TRADESMART irrespective of any change or changes at any time in the personnel of TRADESMART or its successors, assigns, subsidiaries, affiliates or agents.
- 44.2. This Agreement including all authorizations, shall inure to the benefit of TRADESMART and its subsidiaries, affiliates, agents, successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon the CLIENT and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of the CLIENT.
- 44.3. The CLIENT hereby ratifies all transactions with TRADESMART effected prior to the date of this Agreement and agrees that the rights and obligations of the CLIENT in respect thereto shall be governed by the terms of this Agreement.

45. Miscellaneous

- 45.1. The Client agrees that (a) the Margin call on all accounts shall be fifty per cent (50%) (b) the Stop-out level on all accounts shall be twenty per cent (20%), as may be changed from time to time by the Company, at its sole and absolute discretion, at any time, without a prior notice.

- 45.2. If the balance of an account is considered too high based on the maximum leverage of a specific account type, TRADESMART may in its sole and absolute discretion, at any time, without a prior notice, to either adapt the leverage to suit better the balance or convert the account type to another most suitable.
- 45.3. The PAMM accounts trading conditions are similar to the TradeSmart Standard account type except that there is no limit on concurrently opened positions and volume. Single trades cannot exceed the maximum lot size of a particular instrument with the standard PAMM Master account. To trade higher than the maximum lot size allowance on a single trade, Fund Managers must request for a VIP environment PAMM Master account providing maximum leverage of 1:100.
- 45.4. The Company offers a 7-day swap-free period to clients on all FX open positions, available to all account types except Micro. The client acknowledges and agrees that, after this 7-day grace period, standard swap fees will apply. The Company reserves the right, at its sole discretion, to suspend, modify, limit, or withdraw any benefits related to the promotion, and its availability, at any time, without prior notice. In case of a detected abuse, the account holder will be penalized.
- 45.5. The Client acknowledges and agrees that for VIP Islamic accounts, overnight fees shall apply for instruments in the event that a position has been held open for over 14 consecutive days, as to compensate any possible swaps/charges that TRADESMART may incur from the Liquidity Provider.

46. Dormant Account Procedure

Accounts classified as dormant by the company will be archived after a period of inactivity.

An account will be deemed dormant if it meets all of the following criteria:

- No financial transactions have been made in the last five (5) months.
- No open or closed trades have been executed in the last five (5) months.
- No current open trades are present in the account.

Once an account is classified as dormant, it will be archived and removed from the system. Returning clients may request the reinstatement of their archived account by contacting support at support@TradeSmart.com. A reinstatement fee equal to 20% of the account balance will apply.

THE CLIENT ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING CLIENT AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS.