



## Terms and Conditions

SMFX is a trading name of Scope Markets Ltd, registration number 145,138 (registered address: 5 Cork street, Belize City, Belize).

Scope Markets Ltd is regulated by the International Financial Services Commission of Belize (IFSC) under license numbers 000274/58 and 000274/57.

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## 1. Introduction

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**This Client Agreement ( “ the Agreement” ) , is the document which governs the relationship between you ( also referred to as “Client”, “your” and “ yourself”, as appropriate ) and SMFX ( also referred to as “ SMFX”, “ the Company”, “we”, “us”, “our”, as appropriate) concerning the services we provide and your activity with us.**

1.1. SMFX is a trading name of Scope Markets Ltd. Financial Services are provided by Scope Markets LTD, registration number 145,138 (registered address: 5 Cork street, Belize City, Belize). Scope Markets Ltd is regulated by the International Financial Services Commission of Belize (IFSC) under license numbers 000274/58 and 000274/57.

1.2. This Client Agreement together with any Appendices added thereto and the following documents, as amended from time to time: Complaints & Dispute Resolution Policy, Withdrawals Policy, AML Policy, Privacy Policy, Risk Disclosure, Restricted Countries (together, the "Agreement") set out the terms upon which the Company will offer Services to the Client and also include important information which we are required as an authorised Belize Investment Firm to provide to our prospective Clients. By registering as a user, you are consenting to the terms and conditions of all the above-mentioned documents and it means that in the event that you are accepted by us as our Client you shall be bound by these terms and conditions. For this reason, you are advised to read all the above mentioned documents which form the Agreement and any other letters or notices sent by the Company carefully, as well as the various documents found on our Website and make sure that you understand and agree with them.

By accepting these terms, you enter into a legally binding agreement with us. You acknowledge that you have read and understood the terms of the Agreement.

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## 2. Restrictions on the Users

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2.1. Without prejudice to the Company’s right to refuse to provide Services hereunder or make its Platform available to any person, the Platform is not intended for use by a person:

- (a) who is under the age of 18 years old or is not of legal competence or of sound mind;
- (b) The Platform and our Service hereunder are not intended to persons residing in any country where CFD trading activity or other such services would be contrary to local law or regulation or religion. It is your responsibility to comply with any local law or regulation to which you are subject to;

(c) who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.

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### 3. License and Provision of Platform

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3.1. Subject to the Client's obligations under the Agreement being fulfilled, the Company hereby grants the Client a limited license, which is personal, non-transferable, non-exclusive and fully recoverable, to use the Platform(s) (including the use of the Website and any associated downloadable software available on our Website from time to time), solely for personal use and benefit in order to place Orders in a particular Financial Instrument(s) in accordance with the terms of this Agreement. Should the Agreement be terminated for any reason, the license will automatically be revoked, and the Platform software must no longer be used by the Client.

3.2. If any third-party software is included within the Platform, then such third-party software shall be provided subject to the terms of this Agreement. The Client shall fully comply with the terms of any third-party software licenses that the Company may provide him with from time to time.

3.3. The Company reserves any and all rights to the Platform not expressly granted to the Client by this Agreement. Rights to the Platform are licensed to the Client by the Company and not sold. All rights to the Platform shall remain the property of the Company.

3.4. The Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client. This will be done only in weekends, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible.

3.5. From time to time, acting reasonably, the Company shall have the right to add to, modify, or remove any of the Platform or parts of it without liability under this Agreement. In such a case, it shall use reasonable endeavours to replace any part of the Platform with an equivalent where practicable.

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### 4. Intellectual Property

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4.1. The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, graphics and data names are the sole and exclusive Intellectual Property (IP) of the Company or of third parties and are protected by local and international intellectual property laws and treaties. This Agreement does not convey an interest in or to the Platform(s) but only a right to use the Platform(s) according to the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company's IP rights.

4.2. Under no circumstances shall the Client obscure or remove any copyright, trademark or any other notices from any of the Company's IP or Website or Platform(s).

It is understood that the Company may offer its Services under different tradenames or trademarks and websites. The Company owns all the images displayed on its websites, the

4.3. Platform(s) and downloadable software and material. The Client may not use these images in any way other than the manner which the Company provides them for.

4.4. The Client is permitted to store and print the information made available to him through the Company's Website or Platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design or logos. The Client is not permitted to alter, modify, publish, transmit, distribute, otherwise reproduce commercially exploit that information, in whole or in part, in any format to any third party without the Company's express written consent.

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## 5. Use of the Platform

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5.1. The Client agrees that he:

- (a) may only use the Platform for so long as he is authorised to do so under the terms of the license granted hereunder;
- (b) will use the Platform only for lawful purposes;
- (c) may not use the Platform for any purpose other than for the purpose for which it has been provided under this Client Agreement;
- (d) is responsible for all transactions effected on his Client Account via the Platform and the use of the Platform (including the Access Data);
- (e) will logout from the Platform should his access terminal be left unattended, to prevent unauthorised access to his Client Account.

5.2. It is absolutely prohibited for the Client to take any of the following actions in relation to the Platform(s):

- (a) Use any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s).
- (b) Intercept, monitor, damage or modify any communication which is not intended for him.
- (c) Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company.
- (d) Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- (e) Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation.
- (f) Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s).

(g) Perform any action that could potentially allow the irregular or unauthorised access or use of the Platform(s).

(h) Carry out any commercial business on the Platform, unless specifically allowed by us in writing.

5.3. Should the Company reasonably suspect that the Client has violated the terms of paragraph 5.2., it is entitled to take one or more of the counter measures of paragraph 14.2. of this Client Agreement.

5.4. The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.

5.5. The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet.

5.6. The Company makes no express or implied representations:

(a) that the Platform will be available for access all the time, or at any time on a continuous uninterrupted basis. Access to the Platform may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades;

(b) as to the operation, quality or functionality of the Platform;

(c) that the Platform will be free of errors or defects;

(d) that the Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to Client data or other property.

5.7. The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.

5.8. The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).

5.9. The Company agrees to hold harmless the Client from losses on his Client Account in the event that the Platform is 'hacked', or any unauthorised use of a Client Account's Access Data occurs which is due to the negligence of the Company. Likewise, the Client shall hold harmless the Company from losses in the event that his Client Account is hacked or associated unauthorised use of his Access Data occurs due to his negligence.

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## 6. Safety

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6.1. When the Client access the Platform, he will be asked to enter his Access Data, which are confidential and he agrees to keep secret and not to disclose to any third person.

6.2. The Client agrees to notify the Company immediately if he knows or suspects that his Access Data or Client Account number have or may have been disclosed to any unauthorised person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders until he receives the replacement Access Data.

6.3. The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.

6.4. The Client acknowledges that the Company has no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties using the internet or other network communication facilities, post, telephone, or any other electronic means.

6.5. If the Company is informed from a reliable source that the Access Data of the Client may have been received by unauthorised third parties, the Company may, at its discretion without having an obligation to the Client, deactivate the Client Account.

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## 7. Services

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7.1. Trading with the Company involves the provision of the following services from the Company to the Client, subject to the Client's obligations under the Agreement being fulfilled:

- (a) Brokerage/Consultancy/ Advisory Services in Trading in Securities
  - (b) Trading in securities
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## 8. Registration

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We are obligated by law to confirm and verify the identity of each person who registers on our system and opens an Account with us. Therefore, at any given time, starting from the date of your registration with us, we may ask you to provide personally identifiable information. We reserve the right to limit, block access to our Services and/or terminate and/or close your



- 8.1 Account with us, if such information is not provided and/or if any such information provided to us appears to be untrue, inaccurate, incomplete and/or incorrect. If you choose to provide us with such information and register with us as our client, you are confirming to us that any information provided to us is true, accurate, updated and complete information about yourself. Additionally, you agree that you will not impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from us for any purpose or reason.
- 8.2 If you are registering as or for a business entity, you hereby declare that you have the authority to bind that entity to these Terms and Conditions. We apply strict security procedures and undertake to treat the information that you provide us with care in accordance with the privacy policy published on our Website(s) (our “Privacy Polic(y)ies”).
- 8.3 Please note that when you register with us, you will choose a username and password that will personally identify you each time you log on to our system (“Access Codes”). Your Access Codes (username and password) should be kept strictly private and confidential at all times. It is your sole and exclusive responsibility to safeguard this information and you are responsible for all actions made using your Account User Information. You agree: (a) to notify us immediately of any unauthorized use of your Access Codes or of any other violation of security and (b) at the end of each use, to log out from your Account in an orderly way. If the security of your Access Codes (username and password) is breached or if you suspect that they are being wrongfully used – please contact our Customer Support team immediately.

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## 9. Identification

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- 9.1. We are obligated by law to confirm and verify the identity of each person/entity who registers on our system and opens an Account with us; therefore, as part of our obligations to comply with applicable “Anti-Money Laundering (“AML”) Legislation”, you will be prompted to provide us with the following information when you register with us: (a) name; (b) address/ residency; (c) date of birth; (d) nationality; (e) contact information; (f) payment instructions; and any other personally identifiable information that we may ask for from time to time, such as a copy of your Passport and/or other identifying documents.
- 9.2. Upon the death of an Account owner, if the legal heirs of such account owner would like to withdraw the remaining balance in the Account, to the extent there is any, such legal heirs should present to us with official legal documents from the applicable governmental authorities in the jurisdiction of the deceased to our satisfaction, and we, in our sole discretion and upon checking such documents, shall make the decision whether to allow such withdrawal(s).

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## 10. Advice and Commentary

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10.1. The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets. The Client alone will decide how to handle his Client Account and place Orders and take relevant decisions based on his own judgment.

10.2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

10.3. The Company will not provide to the Client any trading and or other advice, but it may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so:

- (a) The Company will not be responsible for such information.
- (b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.
- (c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
- (d) If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.
- (e) The Client accepts that prior to dispatch, the Company may have acted upon it itself to made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

10.4. It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

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## 11. Placement and Execution of Orders

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11.1. The Company may from time to time accept Client Orders in different ways such as on the Platform, via telephone call and any other methods at the Company's discretion.

11.2. The Client may place Orders with the Company on the Platform and via telephone call, by using his Access Data and provided all the Essential Details are given in both cases.

11.3. The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

11.4. The Client hereby acknowledges and agrees that the Company may, at its sole discretion, add, remove or suspend from the Platform, any Financial Instrument, on any type of Underlying Asset or Market, from time to time in the event of a stock transformation event (for example as the result of a takeover, share consolidation/split, merger, spinoff, nationalisation, de-listing, etc.) or if no Client Positions are held in a particular Financial Instrument at that time.

11.5. Orders may be placed within the normal trading hours of the Company, available on the Platform and/or the Website, as amended from time to time.

11.6. The On-Line Facility is provided "as is" and neither we nor any of our Service Providers makes any representations or warranties of any kind whatsoever regarding (i) the availability, currency, accuracy or completeness of the On-Line Facility, (ii) the results to be obtained by you or anyone else from the use of the On-Line Facility, and (iii) any third-party content accessible on or through the On-Line Facility. Neither we, our affiliates, nor any of our or their directors, officers, employees and agents shall be liable for any loss or damage (including direct, indirect or consequential loss or loss of profits) suffered by you or any third party in connection with the provision of any services to which this Agreement applies except to the extent that such loss or damage results directly from our or their fraud, gross negligence or wilful misconduct.

11.7. The Company shall not be held responsible for any loss or damage caused, directly, indirectly, by any events, actions or omissions beyond our control 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 a breakdown in, delay or failure of any transmission, communication or computing facilities.

11.8. Should quoting, execution or other errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade that is not representative of fair market prices, an erroneous price quote from a trader, such as but not limited to a misquote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate data feeds provided by us or third or third-party vendors, we will not be liable for the resulting errors in account balances or trading losses. The foregoing list is not meant to be exhaustive. In the event of quoting or execution error, we reserve the right to make the necessary corrections or adjustments on the account involved. Any dispute arising from such quoting, execution or other errors will be resolved by us in our sole and absolute discretion.

11.9. Internet Connectivity delays and price feed errors sometimes create a situation where the prices displayed on the trading platform or liquidity connection do not accurately reflect the market rates. We do not permit the practice of latency arbitrage or taking advantage of these internet delays. Transactions that rely on price latency arbitrage opportunities may be revoked. We reserve the right to make the necessary corrections or adjustments on the account involved in our sole and absolute discretion.

11.10. We shall have no obligation to contact you to advise upon appropriate action in light of changes in market conditions or otherwise. The foreign exchange market is highly speculative and volatile. Following execution of any transaction, you are solely responsible for making and maintaining contact with us for the purpose of monitoring the position of ensuring that any further instructions are given on a timely basis. We shall not be responsible for any loss caused directly, indirectly, actually or alleged as a result of any inability or failure by you to do so.

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## 12. Decline of Client's Orders

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12.1. Without prejudice to any other provisions herein, the Company is entitled, at any time and at its discretion, without giving any notice or explanation to the Client to restrict the Client's trading activity, to cancel Orders, to decline or refuse to transmit or execute any Order of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:

- (a) Internet connection or communications are disrupted.
- (b) In consequence of request of regulatory or supervisory authorities of Belize or a court order or antifraud or anti-money laundering authorities.
- (c) Where the legality or genuineness of the Order is under doubt.
- (d) A Force Majeure Event has occurred, according to paragraph 27.
- (e) In an Event of Default of the Client as described in paragraph 14.1 below.
- (f) The Company has sent a notice of Termination of the Agreement to the Client.
- (g) The system of the Company rejects the Order due to trading limits imposed.
- (h) Under abnormal market conditions.
- (i) The Client does not hold adequate funds in his Balance for the specific Order or the Balance goes below zero.
- (j) Benefits - Takeovers and Transformations (including events such as share consolidations/splits, mergers, takeovers, spinoffs, MBOs, delisting's, etc.). Depending on the circumstances of each event the Company may close out any Open Positions at the market price immediately prior to such an event taking place.

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## 13. Events of Default

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13.1. Each of the following constitutes an "Event of Default":

- (a) The failure of the Client to perform any obligation due to the Company.
- (b) If an application is made in respect of the Client pursuant to the Belize Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.
- (c) The Client is unable to pay the Client's debts when they fall due.
- (d) Where any representation or warranty made by the Client in paragraph 29 is or becomes untrue.
- (e) The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.
- (f) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 14.2.
- (g) An action set out in paragraph 14.2 is required by a competent regulatory authority or body or court.
- (h) The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- (i) The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of the Republic of Belize or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company.
- (j) If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities.
- (k) The Company reasonably suspects that the Client performed a prohibited action as set out in paragraph 5.2.
- (l) The Company reasonably suspects that the Client performed abusive trading such as, but not limited to, Snipping, Scalping, Pip-hunting, Hedging, placing "buy stop" or "sell stop" Orders prior to the release of financial data, arbitrage, manipulations or a combination of faster/slower feeds.
- (m) The Company reasonably suspects that the Client opened the Client Account fraudulently.

(n) The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.

13.2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions as deemed appropriate under the circumstances:

- (a) Terminate this Agreement immediately without prior notice to the Client.
- (b) Cancel any Open Positions.
- (c) Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s) until the Company can reasonably determine that an Event of Default occurred.
- (d) Reject or Decline or refuse to transmit or execute any Order of the Client until the Company can reasonably determine that an Event of Default occurred.
- (e) Restrict the Client's trading activity until the Company can reasonably determine that an Event of Default occurred.
- (f) In the case of fraud, forgery or use of stolen cards reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country, or of the credit card company or of another financial institution.
- (g) Cancel or reverse any profits gained through abusive trading of paragraph 14.1. (k) and (l) or the application of artificial intelligence on the Client Account or in case of the use of stolen cards, forgery, fraud or when the Client engaged into a criminal activity or money laundering.
- (h) Take legal action for any losses suffered by the Company.
- (i) Cancel or revoke any Bonuses awarded.

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## 14. Trade Confirmations

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14.1. The Company shall provide the Client with adequate reporting on his Orders. For this reason, the Company will provide the Client with an online access to his Client Account via the Platform(s), which will provide him with sufficient information in order to comply with IFSC Rules in regard to Client reporting requirements.

14.2. If the Client has a reason to believe that the Confirmation is wrong or if the Client does not receive any Confirmation when he should, the Client shall contact the Company ten Business Days from the date the Company of the Order was sent or ought to have been sent (in the event that a Confirmation was not sent). If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive.

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## 15. Prohibited Trading Techniques

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15.1. **Circumvention & Reverse Engineering:** You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that we have applied to our Services and/or computer system(s). If, at our sole discretion, we were to determine that you are in breach of this clause, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to our Services, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and we shall be entitled to inform any interested third parties of your breach of this clause; we have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Services; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

15.2. **Artificial Intelligence Software:** It is absolutely prohibited to use any software, which we determine, at our sole discretion, to have as its purpose to apply any kind of artificial intelligence analysis to our Services and/or computer system(s) with an ultimate purpose of gaining unfair advantage and exploiting our trading facility; in the event that we determine, at our own discretion, that any such artificial intelligence software has been used, or is being used, we reserve the right to take all actions as we see fit, including, without limitation, completely blocking access to our Services, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and/or charge you with extra fees. In addition, we shall be entitled to inform any Interested third parties of your breach of this clause; we have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Services; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

15.3. Moreover, it is absolutely prohibited to use any software in such a way which can cause serious negative impact on the performance of our servers and may prevent us from achieving the best possible result for our clients as regards the execution of their orders. In the event that we identify any such activity, we reserve the right to take all actions as we see fit, including, without limitation, completely blocking access to our Services, blocking and/or revoking your Access Codes and/or immediately terminating your Account. Moreover, you acknowledge that once your Account has been terminated, we may liquidate any outstanding contracts/positions you have with us. In view of the above, please note that you will be strictly prohibited from opening any new trading Account(s) and trade with our Company. Nonetheless, in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

15.4. **Unlawful trading techniques:** Internet, connectivity delays, and price feed errors sometimes create a situation where the price(s) displayed on our Online Trading Facility do(es) not accurately reflect the market rates. The concept of using trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantage of internet delays (commonly known as “arbitrage”, “sniping” or “scalping” hereinafter, collectively, referred to as “Arbitrage”), cannot exist in an OTC market where the client is buying or selling directly from the principal; accordingly, we reserve the right, at our sole discretion, NOT to permit the abusive exploitation of Arbitrage on our Services and/or in connection with our Services; any Transactions or Contracts that rely on price latency arbitrage opportunities may be revoked, at our sole discretion and without prior notice being required; furthermore, in those instances, we reserve the right, at our sole discretion and without prior notice being required: (a) to make the necessary corrections or adjustments on the Account(s) involved (including, without limitation, adjusting the price spreads available to the client); (b) to restrict the Account(s) involved access to streaming, instantly tradable quotes (including, without limitation, providing manual quotations only and submitting any Orders to our prior approval); (c) to retrieve from the Account(s) involved any historic trading profits that we can document as having been gained through such abuse of liquidity at any time during the client relationship; (d) to terminate the client relationship and/or close all Accounts involved (including, without limitation all other Accounts held by the same Account holder with us) immediately by giving written notice; and/or (e) to inform any interested third parties.

15.5. Any indication or suspicion, in SMFX’s sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties, fraud, manipulation, cash-back arbitrage or any other forms of deceitful or fraudulent activity, will constitute all Transactions carried and/or profits or losses garnered as invalid. In these circumstances, we reserve the right to close/suspend (either temporarily or permanently) all of the Client’s trading Accounts and/or cancel all Transactions. In view of the above, please note that you will be strictly prohibited from opening any new trading Account(s) and trade with our Company. Nonetheless, in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

15.6. **Changes in Market conditions:** Please note that we shall have no obligation to contact you to advise upon appropriate action in light of changes in Market Conditions (including, without limitation, Market Disruptions) or otherwise. You acknowledge that the Over-The-Counter Market in leveraged Securities is highly speculative and volatile and that, following execution of any transaction, you are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, we can give no assurance that it will be possible for us to contact you and we accept no liability for loss alleged to be suffered as a result of any failure by you to do so.



15.7. **Indemnification:** Without prejudice to any other provisions of this Agreement, you agree to indemnify us and hold us, any of our Associates, harmless from and against any and all liabilities, losses, damages, costs and expenses, including, without limitation, legal fees and expenses incurred in connection with and/or directly or indirectly related with, any fraudulent and/or unlawful access and use by you of our Services and/or the prevention and/or remediation thereof, provided that any such liabilities, losses, damages, costs and expenses would not have not arisen, but for our gross negligence, fraud or wilful default.

15.8. **MT4/MT5 Multiterminal:** The Company may offer the trading platform MT4/MT5 Multiterminal which allows the Client to manage more than one trading accounts. You hereby represent, warrant, and agree that you will not use MT4/MT5 Multiterminal to manage trading accounts not belonging to you.

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## 16. Client Money Handling Rules

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16.1. The Company will promptly place any Client money it receives into one or more segregated account(s) with reliable financial institutions (for example a bank) and the Client funds will be segregated from the Company's own money and cannot be used in the course of its business.

16.2. The Company shall not pay to the Client any interest earned on Client money (other than profit gained through trading Transactions from his Client Account(s) under this Agreement) and the Client waives all right to interest.

16.3. The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

16.4. Client money may be held on the Client's behalf a bank located within or outside Belize. The legal and regulatory regime applying to any such person outside Belize will be different from that of Belize and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a Segregated Account in Belize. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph.

16.5. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

16.6. It is agreed that the Company shall have the right to transfer the Client Money to successors or assignees or transferees or buyers, with 15 Business Days prior Written Notice to the Client.

16.7. The Company shall have a general lien on all funds held by the Company or its Associates or its nominees on the Client's behalf until the satisfaction of his obligations.

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## 17. Client Accounts, Deposits and Withdrawals

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17.1. The Company shall open one or more a Client Account(s) for the Client to allow him to place Orders in particular Financial Instruments.

17.2. It is understood that the types of the different Client Accounts offered by the Company and the characteristics of such Client Accounts are found on the Website and are subject to change at the Company's discretion.

17.3. The Client Account shall be activated upon the Client depositing the minimum initial deposit, as determined and mended by the Company in its discretion from time to time. The minimum initial deposit may vary according to the type of Client Account offered to the Client and is found on the Website.

17.4. The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the Company from time to time. The detailed information about deposit options is shown on the Website.

17.5. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client and/or block the Client Account in any of the following cases:

- (a) if the Company is not duly satisfied as to the legality of the source of funds;
  - (b) if the Client fails to provide the Company with any relevant documents it requests from the Client for client identification purposes or for any other reason;
  - (c) if the Company reasonably suspects or has concerns that the submitted documents may be false or fake;
  - (d) if the Company reasonably suspects that the Client is involved in illegal or fraudulent activity;
  - (e) if the Company is informed that the credit or debit card (or any other payment method used by the Client) has been lost or stolen;
  - (f) where the Company reasonably considers that there is a chargeback risk for any other reason;
- or
- (g) when the Client deposits \$10,000 or more (in one or more separate deposits) and the Company is unable to verify the source,
  - (h) when the acquiring bank, issuer bank or any third-party processor or payment service provider rejected the transaction.

17.6. If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking

investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

17.7. The Company shall make withdrawals of Client funds upon the Company receiving a relevant request from the Client by email or in any other method accepted by the Company from time to time.

17.8. Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, after the Client completed the withdrawal process, the Company shall pay the said amount within one to five Business Days, if the following requirements are met:

- (a) the withdrawal instruction includes all required information and identification details of the Client as may be required by the Company;
- (b) the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc) from which the money was originally deposited in the Client Account or at the Client's request to a bank account belonging to the Client;
- (c) the account where the transfer is to be made belongs to the Client;
- (d) at the moment of payment, the Client's Balance exceeds the amount specified in the withdrawal instruction including all payment charges;
- (e) there is no Force Majeure event which prohibiting the Company from effecting the withdrawal;
- (f) the Client does not have any Open Positions or in the case if any Open Positions the remaining Balance in the Client Account shall be at least double the necessary Maintenance Margin required to keep the positions open;
- g) the Client sends the withdrawal instruction in an email or in any other approved method by the Company from time to time.

It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Account and will not to make withdrawals to any other third party or anonymous account.

17.9. The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

17.10. All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Account for these charges.

17.11. The Client may send the request for internal transfer of funds to another Client Account held by him with the Company. Internal transfers shall be subject to the Company's policy from time to time.

17.12. Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to suffer the loss. It is further understood that the Company shall not be liable for any mistakes of third-party payment service providers.

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## 18. Currency Conversions

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18.1. In the event that the Client deposits money in a different currency of that of the Currency of the Client Account then the Company shall convert the sum deposited into the Currency of the Client Account. The Company shall do this at reasonable market rate and/or rate of exchange and/or bank that it considers appropriate. The Company shall be entitled to charge the Client for currency conversion or retain a mark-up from the exchange rates for arranging such conversion as the Company may from time to time specify to the Client and publish on the Platform and/or the Website. The Company shall be entitled to charge to the Client and obtain from the Client Account or from the deposited amount the expenses incurred with regard to currency conversions for the Client, including commissions to banks, money transfer fees, commissions to intermediaries.

18.2. Depending on the currency used to deposit money in the Client Account, the Company may charge an amount in the form of a percentage (as a fixed spread) of the amount deposited. If the Client pays in his card currency, the Company will be allowed to charge a fixed spread of 3% for exotic currencies. In relation to what is called exotic currencies (GBP, USD, EUR, CHF, JPY, CAD, DKK, AUD), the Company does not charge any conversion fees when the Client pays in these currencies.

18.3. In the event of currency fluctuations, the Company will have no liability for any losses or damages incurred on the Client.

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## 19. Inactive and Dormant Client Accounts

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19.1. In the event that there is no activity (log in/trading/withdrawals/deposits/internal transfer) in all of the Client's Accounts for a set period of at least six (6) months or more, we will regard your Accounts to be dormant. An Account shall be deemed as dormant from the last day of the six (6) months in which there has been no activity (log in/trading/withdrawals/deposits/internal transfer) in the Account.

19.2. All remaining bonuses / promotion credits will be automatically removed from dormant Accounts. In addition, any pending orders may be deleted.

19.3. Dormant Accounts will be charged with a monthly dormant fee of USD 10 (ten United States Dollars) or the full amount of the free balance in the Account, if the free balance is less than USD 10 (ten United States Dollars). There will be no charge if the free balance in the Account is zero. Following the implementation of the dormant fees, the dormant account will automatically be regarded as archived.

19.4. Accounts with free balance less than USD 10 (or currency equivalent) will be archived immediately, after a period of six months.

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## 20. Language

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20.1. The Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

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## 21. Communications and Written Notices

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21.1. The Client shall be able to call the Company within its normal working hours.

21.2. In order to communicate with the Company, the Client may use the contact details of the Company available on its Website or notified to the Client in any other way.

21.3. In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated latter on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details. Should the Client fail to do so, the Company shall have no liability should any important notices or cheques issued in his name are lost when sent by the Company at his last know details.

21.4. The following methods of communication are considered as Written Notice from the Company to the Client: email, Platform's internal mail, post, commercial courier service, air mail or the Company's Website. The following methods of communication are considered as Written Notice from the Client to the Company: email, post, commercial courier service or air mail or commercial courier.

21.5. Any Written Notices sent to the Company shall have to be received within the working hours of the Company. Any Notices received outside the normal working hours shall be treated as being received the following Business Day.

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## 22. Privacy and Data Protection

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22.1. You acknowledge that by entering into this Agreement and opening a trading account with us and using our Online Trading Facility, you will be providing us with personal data within the meaning of the General Data Protection Regulation (679/2016) or any other similar applicable law/regulation as may be in force from time to time. You provide your consent to us to process all

such information for the purposes of complying with our legal obligations, performing our contractual obligations and administering the relationship between you and us. You acknowledge and agree that this may result in your personal information being sent outside the European Economic Area (“EEA”). You consent to us processing and disclosing such information in accordance with this Agreement and our Privacy Policy as published on our website(s), as this may be updated from time to time.

22.2. We are the Data Controller for the purposes of all applicable Personal Data Protection Legislation. For all information regarding privacy and data protection as well as for the legal bases and purposes of the processing of your personal data and other relevant information, please read the complete terms of our Privacy Policy carefully, before submitting an application for the opening of a trading account with us.

22.3. Your telephone conversations, e-mails, internet conversations (chat), meetings and other communications with us, our Associates and/or Third Party Providers will be recorded/maintained by us for security purposes, in compliance with the Applicable Laws, Rules and/or Regulations, training purposes as well as to maintain and improve the quality of our Services. Any recordings shall be and shall remain our sole property and will be accepted by you as conclusive evidence of their content as recorded by us. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between you and us. However, technical reasons may prevent us from recording a conversation, and recordings or transcripts made by us will be securely destroyed in accordance with our normal practice. Consequently, you should not rely on such recordings to be available.

22.4. Please note that we reserve the right to amend, revise, modify, and/or change our Privacy Polic(y)ies at any time. Should we decide to make any changes to our Privacy Polic(y)ies, such changes shall be incorporated into our revised Privacy Polic(y)ies which shall be posted on our Website. We will use reasonable endeavours to contact you and notify you of any change to how we hold, process or disclose information, by posting a notice on our Website or sending you an email to your last known email address. If you do not tell us you object to this change in writing within 60 days of the notice and you continue to maintain the Account after the expiry of this period of notice then we will regard you as having agreed to it.

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## 23. Amendments

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23.1. The Company may upgrade the Client Account, convert Client Account type, upgrade or replace the Platform or enhance the services offered to the Client if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client.

### **Amendments of the Agreement**

23.2. The Company may also change any terms of the Agreement for any of the following reasons:

- (a) Where the Company reasonably considers that:
- the change would make the terms of the Agreement easier to understand or are more complete; or
  - the change would not be to the disadvantage of the Client.
- (b) To cover:
- the involvement of any service or facility the Company offers to the Client; or
  - the introduction of a new service or facility; or
  - the replacement of an existing service or facility with a new one; or
  - the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.
- (c) To enable the Company to make reasonable changes to the services offered to the Client as a result of changes in:
- the banking, investment or financial system; or
  - technology; or
  - the systems or Platform used by the Company to run its business or offer the Services hereunder.
- (d) As a result of a request of IFSC or of any other authority or as a result of change or expected change in Applicable Regulations.
- (e) Where the Company finds that any term in the Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.

23.3. The Company may change any of the terms of the Agreement for any serious reason not listed under paragraph 23.2. Where the Client is a natural person, he shall have the right to object to the change.

**Natural Person**

23.4. Where the Client is a natural person, for any change made under paragraphs 23.2. and 23.3., the Company shall provide the Client with advance notice of at least 10 Business Days. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations may, if necessary, take effect immediately.

23.5. Where the Client is a natural person, for any change made under (a), (d) and (e) of paragraph 23.2., the notice of the Company shall be a Written Notice including a post on the

Company's Website. For any other change of the Client Agreement the Company, where the Company elects to provide such Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional means of Written Notice.

23.6. When the Company provides Written Notice to Clients who are natural persons of changes under paragraphs 23.2. and 23.3. it shall tell the Client the date it comes into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that he wishes to object the change. Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.

#### **Legal Entity**

23.7. Where the Client is a legal entity the Company shall have the right to amend any terms of the Agreement for any reason by providing at least five Business Days' notice to such Client. Notice shall not have to be personal but may be posted on the Website.

#### **Review of Costs**

23.8. Unless differently provided for elsewhere in this Agreement, the Company shall have the right to review its costs, fees, charges and commissions), from time to time, in its discretion. Such changes shall be effected on the Platform and/or the Website and the Client is responsible to check for updates regularly. In the absence of a Force Majeure event, the Company shall be providing the Client with advance notice on its Website of at least ten Business Days where the Client is natural person and five Business Days when the Client is a legal person. Premiums may be changed without prior notice.

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## **24. Termination and Results of Termination**

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24.1. The Client may terminate this Agreement with Written Notice to the Company at any time. Without prejudice to the Company's rights under this Agreement to terminate it immediately without prior notice to the Client, the Company may terminate the Agreement by giving at least 15 Business Days Written Notice to the other Party.

24.2. Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder.

24.3. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.

24.4. Once notice of termination of this Agreement is sent and before the termination date:

(a) the Client will have an obligation close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions at current prices;



- (b) the Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);
- (c) the Company will be entitled to refuse to accept new Orders from the Client;
- (d) the Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

24.5. Upon Termination any or all the following may apply:

- (a) The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;
- (b) The Company has the right to close the Client Account(s);
- (c) The Company has the right to convert any currency;
- (d) The Company has the right to close out the Client's Open Positions at current prices;
- (e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's Instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect thirty party payments.

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## 25. Force Majeure

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25.1. A Force Majeure Event includes without limitation each of the following:

- (a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Platform;
- (b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
- (c) Labour disputes and lock-out which affect the operations of the Company;
- (d) Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market to which the Company relates its Quotes, or

the imposition of limits or special or unusual terms on the trading in any such market or a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;

(e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority;

(f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the Company);

(g) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;

(h) The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;

(i) The failure of any relevant supplier, Financial Institution intermediate broker, Liquidity Provider, agent or principal of the Company, custodian, sub-custodian, dealer, Exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

25.2. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:

(a) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.

(b) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;

(c) Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage;

(d) Cancel any Client Orders and Refuse to accept Orders from Clients to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them or to avoid losses to the Client;

(e) Inactivate the Client Account to avoid damage;

(f) Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate to avoid losses for the Client;

(g) Increase Spreads, increase Margin requirements, decrease Leverage without notice to avoid damages.

25.3. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

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## 26. Limitations of Liability and Indemnity

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26.1. In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given.

26.2. The Company will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to:

- (a) Any error or failure or interruption or disconnection in the operation of the Platform(s), or any delay caused by the Client Terminal or Transactions made via the Client Terminal, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects;
- (b) Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
- (c) The acts, omissions or negligence of any third party;
- (d) Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;
- (e) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- (f) Any of the risks of the Risks Disclosure and Warnings Notice;
- (g) Currency risk materializing;
- (h) Any changes in the rates of tax;
- (i) The occurrence of Slippage;

- (j) The Client relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders;
- (k) Under abnormal Market Conditions;
- (l) Any actions or representations of the Introducer;
- (m) Any acts or omissions (including negligence and fraud) of the Client and/or his Authorized Representative;
- (n) For the Client's or his Authorised Representative's trading decisions;
- (o) All Orders given through and under the Client's Access Data;
- (p) The contents, correctness, accuracy and completeness of any communication spread by the use of the Platform(s);
- (q) As a result of the Client engaging in social trading, under which the client is automatically following other traders Orders;
- (r) The solvency, acts or omissions of any third party referred to in paragraph 16.5.
- (s) A situation of paragraph 16.6. arises.

26.3. If the Company, its Directors, Officers, employees, Affiliates, or Agents incur any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the use of the Platform(s), that the Company, its Directors, Officers, employees, Affiliates, or Agents bear no responsibility whatsoever, it is the Client's responsibility to indemnify the Company for such.

26.4. The Company shall in no circumstances be liable to the Client for any consequential, special, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement, the provision of the Services or the use of the Platform(s).

26.5. The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under this Agreement in relation to the particular Client for the Provision of the Services and use of the Platform(s).

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## 27. Representations and Warranties

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27.1. The Client represents and warrants to the Company the following:

- (a) The Client is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to him;
- (b) The Client is of sound mind and capable of taking decisions for his own actions;

- (c) There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion;
- (d) All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- (e) The Client will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that he will use the IP, Platform and Website only for the benefit of his Client Account and not on behalf of any other person;
- (f) The Client is duly authorised to enter into the Agreement, to give Orders and to perform its obligations hereunder;
- (g) The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorised to do so;
- (h) The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;
- (i) The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic.
- (j) The Client has read and fully understood the terms of the Agreement;
- (k) The Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- (l) The Client is not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that the Client has not disclosed this already in the Account Opening Application Form, he will inform the Company as soon as possible will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;
- (m) The Client is not from the USA, Cuba, Iran, Syria, Democratic People's Republic of Korea, Algeria, Ecuador, Indonesia, Myanmar the Company does not accept Clients from these countries;
- (n) He has read and understands the "Risks Disclosure and Warnings Notice" found on the Website;
- (o) The Client consents to the provision of the information of the Agreement by means of a Website or email;

(p) The Client confirms that he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreements, policies and information about the nature and risks of investments by posting such information on the

Website or email. Should the Client wish, he may request for these to be sent by post or fax.

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## 28. Complaints and Disputes

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28.1. If the Client wishes to report a complaint, he must send an email to [info@smfx.com](mailto:info@smfx.com) or with the completed "Complaints Form" found on our Website. The Company will try to resolve the complaint without undue delay and according to the Company's Complaints & Dispute Resolution Policy.

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## 29. Applicable and Governing Law and Applicable Regulations

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29.1. This Agreement is governed by the Laws of Belize.

29.2. All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Belize Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.

29.3. All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

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## 30. Severability

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30.1. Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

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## 31. Non-Exercise of Rights

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31.1. Either Party's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, or its failure to exercise any or part of any of right or remedy to which that Party is entitled under this Agreement, shall not constitute an implied waiver thereof.

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## 32. Assignment

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32.1. The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing 15 Business Days prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company, lapse of its IF license or sale or transfer of all or part of the business or the assets of the Company to a third party.

32.2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 34.1 above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money as required, subject to providing 15 Business Days prior Written Notice to the Client.

32.3. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.

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## 33. Authorised Representative

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33.1. The Company may in certain cases accept an Authorized Representative on behalf of the Client to place Orders to the Company or to handle any other matters related to the Client Account or this Agreement, provided the Client notifies the Company in writing of the appointment of an Authorized Representative and this person is approved by the Company fulfilling all of the Company specifications for this.

33.2. Unless the Company receives a written notification from the Client for the termination of the authorisation of Authorized Representative, the Company, without prejudice to paragraph 36.4 herein below, has the right to continue accepting Orders and/ or other instructions relating to the Client Account by the Authorized Representative on the Client's behalf and the Client will recognize such orders as valid and committing to him.

33.3. The written notification for the termination of the authorization of the Authorized Representative has to be received by the Company with at least 5 days' notice prior the termination of the authorization date.

33.4. The Company has the right (but NOT an obligation to the Client) to refuse to accept Orders and/ or other instructions relating to the Client Account from the Authorized Representative in any of the following cases:

- (a) if the Company reasonably suspects that the Authorized Representative is not legally allowed or properly authorized to act as such;
- (b) an Event of Default occurred;

- (c) in order for the Company to ensure compliance with the relevant market rules and or practices, Applicable Regulations or other applicable laws; or
  - (d) in order to protect the interest of the Client.
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## 34. Multiple Account Holders

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34.1. Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

34.2. In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

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## 35. Fees, Taxes and Inducements

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35.1. The provision of the Services by the Company is subject to payment of fees found on the Company's fee schedule on the Platform and/or the Website (as the case may be).

35.2. It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with his trading activity with the Company hereunder.

35.3. The Client undertakes to pay all applicable stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the transactions under this Agreement.

35.4. Should the Company pay or receive any fees or inducements for the introduction of the Client, it shall notify the Client according to Applicable Regulations.

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## 36. Bonus and Promotions:

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36.1. The company offers various types of Bonus Programs from time to time. Each of them had different characteristics, criteria, and requirements that must be met in order for you to be able to get a Bonus. We strongly recommended that you read the characteristics of each Bonus Program and make sure you understand and agree with the Terms and Conditions of each Bonus. Any bonus or similar benefits provided by the Company from time to time should only be used for trading purposes and may not be exchanged for cash.



36.2. By accepting the 'Clients Agreement -Terms and Conditions ' you automatically accept any current or future Bonus / Promotion's Terms and Conditions the Company may offer from time to time.

36.3. For more information regarding our Bonus Programs and Promotions please go to our website at: [www.smfx.com](http://www.smfx.com)

36.4. The Company reserves the right to revoke or change the offers at any time without prior notice.

## DEFINITIONS

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### 37. Interpretation of Terms

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37.1. In this Agreement:

"Access Data" shall mean the Login and Password of the Client, which are required so as to have access on and use the Platform(s) and the telephone password and Client Account number, which are required so as to place Orders via phone and any other secret codes issued by the Company to the Client.

"Account Opening Application Form" shall mean the online application form completed by the Client in order to apply for the Company's Services under this Agreement and a Client Account, via which form the Company will obtain amongst other things information for the Client's identification and due diligence in accordance with the Applicable Regulations.

"Affiliate" shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity.

"Applicable Regulations" shall mean (a) IFSC Rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the Rules of the relevant Market; and (c) all other applicable laws, rules and regulations of Belize.

"Ask" shall mean the higher price in a Quote at which the price the Client may buy.

"Authorised Representative" shall mean the person of paragraph 33.1. of the Client Agreement.

"Balance" shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

"Base Currency" shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

"Bid" shall mean the lower price in a Quote at which the Client may sell.

"Business Day" shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Belize or international holidays to be announced on the Company's Website.

"Client Account" shall mean the unique personalised account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money. Our Website and communication may use the term trading account or account, which mean Client Account.

"Closed Position" shall mean the opposite of an Open Position.

"Completed Transaction" in a CFD shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

"Contract for Differences" ("CFD") shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument under the Law.

"Currency of the Client Account" shall mean the currency that the Client Account is denominated in.

"Currency Pair" shall mean the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

"IFSC" shall mean the Belize Securities and Exchange Commission, which is the Company's supervisory authority.

"IFSC Rules" shall mean the Rules, Regulations, Guidance notes, opinions or recommendations of IFSC.

"Equity" shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:  $Equity = Balance + Floating Profit - Floating Loss$ .

"Essential Details" shall mean the required details in order for the Company to be able to place the Order for example but not limited to Opening Position/Closing Position/Cancelling/Amending, the Underlying Asset, style/name of the Order, volume, market direction, price, validity, Stop Loss/Take Profit (if desired).

"Event of Default" shall have the meaning given in paragraph 14.1. of the Client Agreement.

"Expert Advisor" shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform such as the Company's Platform. It can be programmed to alert the Client of a trading opportunity and can also trade his Client Account automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.

"Financial Instrument" shall mean the Financial Instruments under the Company's IF license which can be found on our Website.

"Floating Profit/Loss" in a CFD shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

"Force Majeure Event" shall have the meaning as set out in paragraph 27.1. of the Client Agreement.

"Free Margin" shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity- Necessary Margin].

"Hedged Margin" for CFD trading shall mean the necessary margin required by the Company so as to open and maintain Matched Positions.

"Initial Margin" for CFD trading shall mean the necessary margin required by the Company so as to open a position.

"Long Position" for CFD trading shall mean a buy position that appreciates in value if underlying market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

"Lot" shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

"Lot Size" shall mean the number Underlying Assets in one Lot in a CFD.

"Margin" shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

"Margin Call" shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open or maintain open positions.

"Margin Level" for CFD trading shall mean the percentage of Equity to Necessary Margin ratio. It is calculated as:  $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$ .

"Margin Trading" for CFD trading shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size.

"Matched Positions" for CFD trading shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.

"Necessary Margin" for CFD trading shall mean the necessary margin required by the Company so as to maintain Open Positions.

"Normal Market Size" for CFD trading shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution.

"Open Position" shall mean any open contract (call and / or put) which has not been closed. In relation to CFD trading this may be a Long Position or a Short Position which is not a Completed Transaction.

"Order" shall mean an instruction from the Client to trade in CFDs.

"Parties" shall mean the parties to this Client Agreement - i.e. the Company and the Client.

"Platform" shall mean the electronic mechanism operated and maintained by the Company consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account. It is understood that the Company may use different Platforms depending on the Financial Instrument.

"Politically Exposed Persons" shall mean:

A) natural persons who are or have been entrusted with prominent public functions, which means: heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, charges d'affaires and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State-owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Further, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year in any country, such persons shall not be considered a Politically Exposed Person.

B) The immediate family members of such persons as set out under definition A, which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.

C) Persons known to be close associates of such persons as set out under definition A, which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition A; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition A.