



# CLIENT AGREEMENT

[support@ricsmagroup.com](mailto:support@ricsmagroup.com)

L8W5/300 Queen Street, Auckland  
Central, Auckland 1010, New Zealand

## RISK DISCLAIMER

Investments in financial products are subject to market risk. Some financial products, such as currency exchange, are highly speculative and any investment should only be done with risk capital. Trading foreign exchange on margin carries a high level of risk and may not be suitable for all investors. The high degree of leverage can work against you as well as for you. Before deciding to invest in foreign exchange you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with foreign exchange trading and seek advice from an independent financial adviser if you have any doubts. By opening a trading account with us, you as a Client certify that you understand the risks involved, are financially able and of sound mind to assume the risks involved in speculating or trading of "Contracts" or other financial products of "Over-the-Counter" markets supplied or provided by Rich Smart. We advise that you read through the following risks involved and if necessary seek professional advice.

### 1. THIS AGREEMENT

#### 1.1 INTRODUCTION

These Terms together with your completed and submitted Application Form comprise the Client Agreement between Rich Smart ("we", "us" or "Rich Smart"), a company registered in New Zealand (Company Registration Number 5659150) and is regulated by the Bank Secrecy Act, which is administered by the Financial Crimes Enforcement Network (FinCen) and you, the Client (you or yourself). They govern our dealings with you in relation to our Products. If the Client is comprised of two or more legal persons then a reference to a right or obligation of the Client under this Agreement or under a transaction contemplated by this Agreement confers that right or imposes that obligation, as the case may be, jointly and severally on those persons. This is a master agreement and sets out the terms and conditions upon which dealings between you and us relating to the provision of advice to the Client or the execution of Orders.

This Agreement is in addition to other documents that may have been exchanged and/or executed between the parties. You should read this Agreement carefully and any other documents given to you that apply to you.

**Margin FX and Contracts-for-difference (CFDs) Transactions you enter into pursuant to the terms of this Agreement carry a high level of risk. A more detailed explanation of the risks associated with these transactions is set out in our Risk Disclosure Policy. You should ensure that you fully understand such risks before entering into this Agreement or any transaction with us.**

By signing and submitting the Application Form by email or electronically via our website, or by taking any action consistent with your agreement to these terms and conditions, you confirm that you:

- a) have received, read, and understood this Agreement, including our current Legal Documents on our website; and

- b) agree that we will provide our Products and Services to you on the terms and conditions of this Agreement.

## 1.2 TRADE AT YOUR OWN RISK

Rich Smart is under no obligation:

- i. To satisfy ourselves as to the suitability of any Position for you;
- ii. To monitor or advise you on the status of any of your Positions;
- iii. Prevent you from trading beyond your means or ability or to protect you;
- iv. Or to close any open Position.

## 1.3 DEFINITIONS AND INTERPRETATION

Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

Accept or Acceptance means, except in the case of a Third-Party Online Platform, if the Client, or an Authorized User, indicate by either telephone, email, face-to-face or through an Online Service that they accept the Trade Contract Terms provided by Rich Smart.

Account Value means the currency value of the Client's Account which is calculated by Rich Smart combining:

- a) the equivalent balance of your Account in the Rich Smart client money trust account;
- b) the Realized/Unrealized Losses and Realized/Unrealized Gains;
- c) indicative costs to Close (fees, Overnight interest); and d) the values of Positions not yet booked.

Application Form means the form a Client must complete and submit to apply to open an account with Rich Smart.

Authorized User means a person authorized by the Client to access Rich Smart's services and/or enter into Orders on the Client's behalf.

Base Currency means the first currency in a Currency Pair. The Base Currency is assigned a value of 1 when calculating exchange rates.

Bought Swap Rate means the interest rate that applies to the Base Currency at the Close of Business on the relevant Trading Day.

CFD means a Contract for Difference.

Client, you, or your means the Client named in this Agreement, together with its subsidiaries, affiliates, successors, and/or assigns, as well as its officers, directors, employees, and agents.

Client Agreement means the completed Application Form and these Terms. Close of Business means 22:00 GMT.

Closed-Out means the termination of all or part of an Order.

Close-Out Date means the date on which all or part of an Order is Closed-Out.

Close-Out Value means the Order Value at the Close-Out Date.

Corporate Action means payment of a dividend, scrip dividend or special dividend, a rights issue, open offer or free distribution of shares by way of a bonus, capitalization or any other offer or issue to the holders of the underlying asset, a takeover, reverse takeover, merger, demerger, listing, delisting or suspension from listing or any analogous event directly affecting holders of the underlying asset;

Currency Pair means the Base Currency and the Term Currency for a Margin FX contract.

Cut-Off Time means the time (AEST) for the destination country of the international payment by which cleared funds need to be received by us in order for an international payment to be made on any Day.

Day means a day on which commercial banks are open for business (including dealings in foreign exchange) in the place specified by Rich Smart for that purpose.

Daily Statement means an Account statement issued by Rich Smart on a daily basis. Daily Statements include details of

- a) your open Positions;
- b) your new Positions;
- c) the opening cash balance on your Account, together with details of Account movements such as deposits, withdrawals, or settlements;
- d) your closing Account balance for the day;
- e) profits or losses made on Open Positions (your open trade equity);
- f) the value of your Positions and movements on your Account in the currency in which your Account is denominated, indicating, where appropriate the consolidation rates used;
- g) other items affecting your Accounts, such as Rollover Benefits or Rollover Charges applied to your account;
- h) profit or loss made on open Positions (your open trade equity);
- i) the liquidation value;
- j) your Total Margin Requirement; and
- k) your Margin excess deficit.

#### Default Event

Each of the following constitutes a Default Event:

- i. any acts or omissions on the part of the Client;
  - Authorized User; or
  - the Client or authorized User's employee, agent, or assignee (whether or not known to us, and whether or not acting in concert with other natural persons or algorithmic tools) which in Rich Smart's sole discretion, are deemed as being:
    - negligence;
    - mistake;

- wilful misconduct, (including commission churning, sniping, causing or contributing to or benefiting from a Quoting Error, moving the price of an underlying asset, scalping,
  - the use, or allowing any other person (whether or not an authorized Person) to use, any electronic device, software, algorithm or any trading strategy that has the purpose or effect of manipulating or taking unfair advantage of the way in which Rich Smart constructs, provides or conveys its bid or offer prices; or
  - the breach of any law; or
  - the breach of any provision of this Agreement.
- ii. the Client or their Guarantor becomes insolvent or bankrupt;
  - iii. the Client is deceased or becomes of unsound mind;
  - iv. the Client fails to provide any Margin or amounts due under this Agreement on time in respect of any Positions, or the Margin held by Rich Smart in respect of any Positions falls below the Margin Requirement;
  - v. the Client is in breach of any representation, warranty or undertaking made under this Agreement or any other material term of this Agreement and/or any information provided to Rich Smart in connection with this Agreement is or has become untrue or misleading;
  - vi. any fee or charges or other payments due to Rich Smart are not paid in accordance with this Agreement;
  - vii. at any time or for a period the client is not contactable, or does not respond to any notice of correspondence from Rich Smart;
  - viii. Rich Smart reasonably considers it necessary for the protection of its rights under this Agreement;
  - ix. Rich Smart is requested by FinCen or any other regulatory body or authority;
  - x. your Account balance falls below the Minimum Margin Requirement;
  - xi. any Dispute occurs, or litigation is commenced and, in view of the subject matter of or any issues in dispute in relation to that litigation, Rich Smart reasonably decides that it cannot continue to deal with the Client while the litigation is pending;
  - xii. the Client fails to provide, within 10 days of a written request, all information which Rich Smart requested in connection with this Agreement;
  - xiii. Rich Smart has reason to believe the client is unable to manage the risk that arises from their Positions;
  - xiv. the Client fails to comply with any limit or restriction imposed on them by Rich Smart in connection to the Account (for example, a restriction on the kind, volume or value of Orders);
  - xv. any change in law or interpretation which makes it unlawful for us to perform any provision of the Agreements; and

xvi. If a charge back occurs.

In the case of a body corporate:

- i. the Client goes into liquidation, voluntarily or otherwise, or a liquidator, receiver, an administrator is appointed;
- ii. a valid deed of guarantee and indemnity with respect to the obligations under this Agreement has not been provided to Rich Smart. In the case of a trust, the Client ceases to be the trustee of the trust, or the relevant trust is terminated.

Deposit means the amount deposited by the Client with Rich Smart as requested by Rich Smart in relation to all Financial Products, at the time of booking and at any time prior to the Value Date which is a part-payment toward the agreed Order value and not client monies. Deposit includes amounts deposited by the Client with Rich Smart as requested by Rich Smart in respect of any anticipated or existing Open Positions that the Client has or will have with Rich Smart.

Financial Product means a foreign exchange contract or a transaction in which a Client and Rich Smart enter into an OTC derivatives contract based on the value of an underlying asset or assets (including but not limited to a currency or currency pair, a commodity, a precious metal or an index).

Force Majeure means events or causes including, but not limited to, the following: an act of God, peril of the sea, unavoidable accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, quarantine, strike or other labour difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of International, State or Commonwealth law or regulation or any damage of Rich Smart's hardware or systems unless occurring as a result of an act, omission, default or negligence of the Client or Rich Smart.

Free Balance means, at any time, the excess (if any) of the balance of the Client's account at that time over the required Deposit.

Futures CFD means a CFD where the value of the contract derives its value from an underlying asset or instrument whose price is quoted on a futures market.

Fully Hedged Position means an Open Position that is equal to and the opposite of another Open Position.

Guarantor means any person(s) identified as such in the Application Form.

Hedged Position is as defined in clause 3.7.

Instruction means any instruction or request given by the Client to Rich Smart relating to the execution of a Financial Product as provided for under clause 8.2.

Insolvency Event means any steps taken for

- a. the winding-up, dissolution, or administration of the Client;
- b. the Client to enter into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them except for the purposes of a solvent reconstruction or amalgamation; or
- c. a receiver, receiver, and manager, or other controllers, administrator or similar officer to be appointed with respect to, or takes control of, the Client or any of the Client's assets and undertakings.

Law means any local or foreign law, regulation or judgment, court order, or sanctions regimes to which Rich Smart is subject.

Long Party means in respect of any Order the party identified in the Trade Confirmation Notice as having notionally bought the underlying asset or assets to the OTC derivative contract.

Margin Call means an amount, in addition to the Deposit, as solely determined by Rich Smart.

Margin FX contract means a Margin Foreign Exchange contract.

Mark to Market means the daily revaluation of an OTC derivatives contract entered into between Rich Smart and the Client to reflect its current market value rather than its original contract value. Rich Smart shall have the right, at its sole discretion, to determine the Mark to Market value on a daily basis.

Merger Event means in respect of any underlying asset:

- a. any reclassification or change of the underlying asset that results in a transfer of or an irrevocable commitment to transfer all outstanding securities of the same class as the underlying asset to another entity or person;
- b. consolidation, amalgamation, merger or binding share exchange of the issuer of the relevant underlying asset with or into another person (other than a consolidation, amalgamation, merger or binding share exchange in which such issuer is the continuing person and which does not result in a reclassification or change of all outstanding securities of the same class as the underlying asset); or
- c. takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 50% or more of the outstanding securities of the same class as the underlying asset that results in a transfer of or irrevocable commitment to transfer all such securities (other than such securities owned or controlled by such other entity or person).

Notice means a notice required or permitted to be given under this Agreement or for the purposes of this Agreement.

Online Services mean services that provide the ability for clients to transact with Rich Smart by way of an online trading platform including a Third-Party Online Platform.

Open Position is where the Client has entered into a transaction or contract with Rich Smart, and a further transaction is required in order to close the position;

Order means a Financial Product entered into between Rich Smart and the Client under the applicable Trade Contract Terms.

Order Value means for any Order, the Order price or rate multiplied by the Order quantity.

OTC means Over-the-Counter. A partially Hedged Position means an Open Position that is opposite but not equal to another Open Position. Previous Order Value means, the amount calculated as follows:

- a. where the Order Value is being determined for the first time for an Order Contract, the Order Value at the commencement of the Order; or
- b. in all other cases, the Order Value at the most recent Valuation Time.

Quoting Error means a liquidity provider error, a software error, a typographical error, or an obvious mistake in a quote or indication and includes quoting delays.

Reciprocal Obligation means Rich Smart's obligations to the Client in relation to an Order, a Margin Call, or a Deposit.

Reference Interest Rate means that the interest rate provided by our liquidity provider plus Rich Smart's transaction fee of 3.5% per annum.

Retail Client has the same meaning in Part 1 Section 2 of the Securities Investments Business Law.

Security Details means the information required by Rich Smart under clause 3.6.

Sell Swap Rate means the interest rate that applies to the Term Currency at the Close of Business on the relevant Trading Day.

Share CFD means a Financial Product where the underlying asset is a security listed on an exchange.

Short Party means in respect of any Order the party identified in the Trade Confirmation Notice as having notionally sold the underlying asset or assets to the OTC derivative contract.

Sophisticated Investor means a person as defined in Part 1 Sections 2 of the Securities Investments Business Law.

Spot CFD means a CFD where the value of the contract derives its value from an underlying asset or instrument whose price is quoted on a spot market. Swap Charge or Swap Credit is as defined in clauses 5.1 and 5.2.

Swap-Free Account or Islamic Account means an account offered by Rich Smart, at its sole discretion, which is designed specifically for, and available only to, Clients who cannot receive or pay rollover interest on overnight Open Positions for religious reasons.



Term Currency means the second currency in a Currency Pair.

Terms mean these terms and conditions, together with all schedules, attachments, or other documents attached.

Third-Party means any entity with whom Rich Smart has entered into an agreement or arrangement whereby Rich Smart offers the Client access to that entity's online trading platform ("Third-Party Online Platform") for the purpose of the provision via the Third-Party Online Platform of additional services to the Client.

Third-Party Online Platform means any online trading platform offered by a Third Party.

Trade Confirmation Notice means a document signed by the Client and Rich Smart confirming the details of the Financial Product entered into between the Client and Rich Smart.

Trade Contract Terms means the price, timing, and other details (as contained in the Instructions) Rich Smart provides you, either verbally or via the Internet, at which the relevant Order can be purchased or sold.

Trading Day means Monday to Saturday including public holidays.

Value Date means either the Day selected by the Client and agreed by Rich Smart for the settlement of an Order or if there is no such Day, the future value date after the execution of an Order by the Client and includes any agreed variation to the original date, being either an earlier or a later date.

Valuation Time means the Close of Business on each Day or any other time Rich Smart decides in its absolute discretion.

Rich Smart, we, our, or us means Rich Smart, its subsidiaries, holding companies, successors, and/or assigns, as well as its officers, directors, employees, and agents.

Website means the Rich Smart website.

#### 1.4 CLIENT REPRESENTATIONS AND WARRANTIES

The Client warrants that:

- i. in the case of an individual or more than one individual, they are of full age and capacity;
- ii. in the case of a firm or corporation, it is duly constituted and incorporated and possesses the requisite power to enter into this Agreement and all contracts made or to be made;
- iii. in the case of a trustee of a trust, they are properly appointed as trustee, they will be liable both in their personal capacity and as trustee, the trust instrument is valid and complies with all applicable laws, and the trustee has a right of indemnity from the trust assets in respect of this Agreement; and
- iv. in any case, this Agreement and such contracts are and will constitute legally binding and enforceable obligations of the Client.

The Client represents and warrants to Rich Smart that:

- i. the Client will place Orders wholly or predominantly for business and investment purposes and not for personal, domestic, or household use or consumption;
- ii. execution and delivery by the Client of this Agreement, and performance of all of the Client's obligations contemplated under this Agreement does not violate any Law applicable to the Client;
- iii. all information provided by the Client to Rich Smart is true, correct and complete, and the Client will notify Rich Smart promptly of any changes to such information;
- iv. the Client shall make ongoing disclosure to Rich Smart of any matters that may affect the operation of this Agreement or of the ability of the Client to pay Margin Calls or to remain solvent.

The Client acknowledges that:

- i. by applying to open an account, you acknowledge that you have read and understood this Agreement;
- ii. Rich Smart will enter into the transactions contemplated by this Agreement in reliance on the representations and warranties made by the Client;
- iii. Rich Smart provides advisory and execution-only services and the final investment decision is always the Client's own;
- iv. if Rich Smart provides advice to the Client then that the advice is general only and does not consider the personal objectives, circumstances or needs of the Client; and
- v. in the event that the Client is comprised of two or more legal persons, Rich Smart's primary contact for the receipt of Notices is the first person named on the Application Form.

The Client:

- i. confirms that they have regular access to the internet;
- ii. consents to Rich Smart contacting the Client (in the circumstances described in this Agreement) by email at the address provided by the Client;
- iii. agrees to ensure that the Client's contact details are always up to date.
- iv. If this Agreement is provided to you in a language other than English, it is provided for information purposes only. The governing language of this Agreement is English. In the event of any inconsistency between the English language version of this Agreement and a foreign language version, the English version will prevail to the extent of any inconsistency.

## 2. THE ACCOUNT

### 2.1 OPENING AN ACCOUNT

You need to have an active Account prior to transacting with us. No Orders can be placed until an account has been opened and cleared funds received and credited into the Account. You can apply for more than one Account. References in this Agreement to your Account are taken to include reference additional accounts.

To apply for an Account, you must complete an Application Form. Rich Smart, at its sole discretion, may accept or decline your application. If Rich Smart accepts your application, you will be notified via email. Rich Smart may at its absolute discretion refuse your application for any reason we consider appropriate. Only cleared funds are credited into the Account. This applies to payments made for the purpose of Initial and Variation Margins.

Funds deposited with Rich Smart are held in compliance with the Bank Secrecy Act. If Rich Smart permits the Client to place an Order where no account has been opened, or clear funds received, this will not limit the Client's liability to Rich Smart under this Agreement.

### 2.2 ACCOUNT INFORMATION

You accept and warrant to us that any information provided to us at any time is true and correct and that you will immediately inform us of any change to that information. You are required to keep confidential all Security Details relating to the Account, including, but not limited to, any username, account number, user ID, and password. Once you have established these Security Details, Rich Smart has no obligation to verify the authority of anyone using this information to operate your account. If you are aware or suspect that these items are no longer confidential, you should contact us immediately.

### 2.3 AFFILIATES AND INTRODUCING BROKERS

If you are referred to us by an Affiliate or Introducing Broker, you must not assume these parties have access to your Account, act on your behalf (send us instructions) or view your trading history unless they are an authorized Person.

### 2.4 AUTHORIZED USERS AND AUTHORIZATION LIMITS

Rich Smart may accept your authorization of another person (Authorized User) to give instructions and place Orders on the Client's behalf. The authorized Person can be an Affiliate, Introducing Broker or Trading Agent. The Client must notify Rich Smart in a written Notice in the form of authorization under a power of attorney. Upon Rich Smart receiving such Notice the change in authorized User is effective immediately. However, the Notice shall not affect any Orders already executed. Any appointment of an authorized User shall remain in full force and effect unless and until a notice of cancellation of appointment has been delivered to Rich Smart.

The Client may inform Rich Smart of an authorization limit applicable to some or all Orders either in general or for particular authorized Users. Any authorization limit provided by the Client to Rich Smart may be withdrawn by the Client at any time by giving Notice to Rich Smart. All Instructions given and Orders accepted by an authorized User within their authorization limits will be deemed to be Instructions and Orders authorized by the Client and shall be binding upon the Client. Until the Client has provided a Notice to Rich Smart to the contrary, Rich Smart may continue to assume that all existing authorized Users have the authority to execute legally binding Orders with Rich Smart within their authorization. The Client hereby indemnifies and agrees to hold Rich Smart harmless in respect of any loss incurred by an authorized User entering into Orders within their authorization limits.

## 2.5 DEPOSITS

Rich Smart will provide you with access to an online service where you can track the following information in your Account:

- i. the orders that you have entered with us;
- ii. the payments you have paid, or you are required to pay to us;
- iii. the payments Rich Smart have paid, or Rich Smart is required to pay to you. Payments to the Account may be made using any of the following payment methods:
  - by online bank transfer;
  - by same-day bank transfer; or
  - by international telegraphic transfer.

Rich Smart reserves the right to remove or restrict the payment methods that you use to deposit and withdraw money from your Account. The Client must have sufficient cleared funds deposited in an account before Rich Smart creates any Order. Rich Smart will indicate to the Client, where applicable, the sum required as the Deposit for each Order (where applicable). Rich Smart may impose other fees and charges for using the services, by providing a Notice to the Client. If the Client does not consent to the charges, the Client can terminate the Agreement immediately and the charges will not apply to the Order prior to the Notice being given by Rich Smart is not responsible for any fees or charges imposed by Third-Party banks or other counter-parties, which are incurred by the Client in connection with the use of the services. All payments under this Agreement must be made in United States dollars or any other currency that Rich Smart may agree to. If Rich Smart becomes aware or has reason to believe that the money you've deposited has come from someone other than you (i.e. from a funding method in someone else name), Rich Smart reserves the right to decline your deposit, return the money to the source of origination, void any transactions and terminate this Agreement. If Rich Smart is not satisfied that a payment method is in your name, Rich Smart reserve the right to ask you for documents to prove this before Rich Smart decides whether to credit your Account.

## 2.6 WITHDRAWALS

If your Account shows Free Balance, you can ask Rich Smart to pay some or part of that Free Balance to you. Rich Smart may choose to withhold some or all any withdrawal that you request at its own discretion if:

- i. Rich Smart requires you to maintain a certain amount of money in your Account to meet our margin obligations/requirements;
- ii. Rich Smart is entitled to withhold the amount under the Corporations Act; or
- iii. In line with section 2.6.

Rich Smart will inform you as soon as reasonably possible if Rich Smart decides to withhold any part of your Free Balance. Rich Smart has the right to refuse to act on instructions to send funds to a bank account or any other account if it has a reason to believe this destination account is held in a different name than the trading account name. Rich Smart will use all reasonable endeavors to make payments to the Client in accordance with the timing specified in the Client's Instructions. However, Rich Smart shall not be liable under any circumstances for any direct, indirect, or consequential loss (including any loss of profits) incurred as a result of a delay in funds reaching the Client's nominated account. Rich Smart will not be liable if a payee/beneficiary bank fails to process a payment correctly. Rich Smart is only required to make an international payment to or at the direction of the Client on a particular day if cleared funds have been received by Rich Smart prior to the Cut-off Time for that Day. International payments relating to funds received by Rich Smart after the Cut-off Time for a Day will be made on the next Day. The Client agrees all funds in and out of the Account are subject to Rich Smart's deposits and withdrawals policy on our website. Rich Smart reserves the right, at its sole discretion to deny, withhold, withdraw or terminate Client's account and funds and if necessary;

2.6.1 To withhold, cancel and subtract from Client's account(s);

2.6.2 Terminate access to our services and/or terminate any agreement/contract between Rich Smart and Client for the provision of services and usage of the platform;

2.6.3 Freeze/block Clients' account(s) (unless otherwise required by relevant authority), to arrange transfer of unused balance less the amount offered as well as any profits which the Company deems to have been gained as stated in Clause 17.2;

## 2.7 SEGREGATED CLIENT MONEY

All money deposited by the Client with Rich Smart, received by Rich Smart or its agent on behalf of the Client, or that is, client profits on the Close Out of a Financial Product shall be deposited into one or more accounts nominated by Rich Smart and will be paid into a client segregated bank account when required by Law, which is typically when the Client pays money into the nominated account:

- i. without agreeing to the terms of a Financial Product by the next Day following actual receipt of the deposit;or

- ii. without Rich Smart issuing the Financial Product immediately; or (iii) that is less than the price of the Financial Product, and Rich Smart does not issue the Financial Product immediately for the lesser price; or
- iii. in excess of the price of the Financial Product, and the excess amount is not returned to the Client by the next Day.
- iv. Such segregation of the Client's money does not fully protect the Client's money from the risk of loss.

While the Client's money is segregated from Rich Smart's money, it may be co-mingled with the money of other Clients and utilized by Rich Smart from time to time where Rich Smart is allowed to do so pursuant to Law. Rich Smart shall be entitled to retain any interest earned on such segregated money held or invested by Rich Smart. Rich Smart may use the funds in the client-segregated account

- i. in accordance with applicable Laws;
- ii. to manage Rich Smart's dealings with its counter-parties with respect to Wholesale Clients (other than Sophisticated Investors), including marginal, guaranteeing, and securing, transferring, adjusting or settling such dealings, but only at the time at which Rich Smart has incurred such an obligation. If the Client is a Wholesale Client (other than a Sophisticated Investor) then the Client acknowledges that clause 6.4 constitutes the Client's written agreement to use funds in the client segregated account in the manner referred to in that clause. The Client acknowledges clause 4.6 is sufficient written authorization for Rich Smart to withdraw without notice to, or further authorization from, the Client the amount of money deposited into the segregated account necessary to meet Rich Smart's obligations incurred for this purpose.

The Client has no interest in or claims over Rich Smart's contracts (if any) with any other person or in the accounts into which Rich Smart lodges or pays the funds which were withdrawn from the segregated accounts. The Client acknowledges that the balance of the Client's account may not be protected if there is a default in the dealings with counterparties or in the overall segregated account balance. Rich Smart enters into arrangements with Third-Party execution providers for the facilitation of transactions and settlements, and avails monies received for Deposits and settlements which are not client money to such providers for this purpose. When Rich Smart accepts money from a Client in connection with an Order, a Margin Call, or a Deposit, the Client immediately receives Reciprocal Obligations from Rich Smart under the Trade Contract Terms. The payment is not "client money", but rather has purchased that Reciprocal Obligation from Rich Smart.

### 3. TRADING

#### 3.1 INSTRUCTIONS AND CREATION OF ORDERS

Rate indications from Rich Smart are available by telephone, email, face-to-face, or through Online Services. Such indications are not binding, and the rates will be as agreed when Rich Smart exercises its right to create an Order. The Client or an Authorized User may issue trading instructions to Rich Smart by using the Rich Smart Trading Platform via a desktop computer or a mobile device. Rich Smart, at its discretion, may accept orders or instructions from the Client through other means,

such as by email or telephone. If the Client or an authorized User executes an Order on the Rich Smart Trading Platform, they are deemed to be making an offer to trade at the quoted price. A Trade Contract Terms and the quoted price offered by the Client or an authorized User will not be binding until the Order has been accepted and confirmed by Rich Smart subject to its discretionary rights. If Rich Smart exercises this right, then an Order is formed between the Client and Rich Smart. When an Order is created the parties shall become bound by the content of the relevant Trade Contract Terms and this Agreement. Rich Smart reserves the right to decline to enter into any Order proposed by the Client or an Authorized User. Rich Smart shall not be obliged to give a reason. However, Rich Smart shall promptly notify the Client that Rich Smart has not created an Order with the Client. When the Client, or an Authorized User, contacts Rich Smart by either telephone, email, face-to-face, or through an Online Service and provides the appropriate Client reference number (and such other security checks as Rich Smart may specify), Rich Smart may, but is not obligated to, ask for the following information:

- i. the Client's contact details;
- ii. your account number;
- iii. your further identification details;
- iv. the type of Order the Client wishes to enter into with reference to the asset or assets underlying the Order (e.g. exchange rate, currency pair, commodity, precious metal or index);
- v. whether you intend to be the Long Party or the Short Party for the Order;
- vi. the Order quantity;
- vii. the Order price or rate; and
- viii. any other information applicable to the Order as Rich Smart may require from time to time. Collectively, though not exhaustively, this information or any portion constitutes an instruction.

An Order may be:

- i. A day Order meaning that the order will be canceled at 22:00 GMT; or
- ii. A good 'til canceled Order, which means that the Order will remain capable of being accepted by Rich Smart until the Client cancels the Order or Rich Smart accepts it.

Orders may be placed as

- i. market Orders to buy or sell a Financial Product as soon as possible at the price obtainable in the market; or
- ii. limit and stop Orders to trade reaches a predefined level, as applicable to the various Financial Products offered (or a combination of these types of Orders). Limit Orders to buy and stop Orders to sell must be placed below the current market price, and limit Orders to sell and stop Orders to buy must be placed above the current market price. If the bid price for sell Orders or ask price for buy Orders is reached, the Order is filled as soon as possible at the price obtainable in the market. Limit and stop Orders are therefore not guaranteed executable at the specific level or amount. Where the Client is using a Third-Party Online Platform, and the Client selects a feature offered by the Third-Party that facilitates trades automatically, then acceptance of the Order occurs automatically for each Order placed by the Third Party, subject to the terms of the Third Party's agreement with the Client, and subject to Rich Smart's discretionary right to create an Order.

You acknowledge that Rich Smart is not making any discretionary decisions to buy or sell Financial Products on the Client's behalf, but rather, the Client is choosing to use trading strategies offered

by a Third Party via a Third-Party Online Platform. The Client shall indemnify Rich Smart for any error made by the Client or an authorized User in providing Instructions to Rich Smart.

### 3.2 CANCELLATION OR ALTERATION OF AN ORDER

If the Client decides that it wants to change any of the amounts or the dates under an Order, and the Client contacts Rich Smart accordingly, Rich Smart may at its discretion provide the Client with Trade Contract Terms for the alteration which are reasonable given the market conditions. The Client may either accept the new Trade Contract Terms and form a new Order or remain bound by the Trade Contract Terms of the original Order. If, after an Order has been placed, the Client informs Rich Smart that they wish to cancel the Order, or this Agreement allows Rich Smart to treat the Client as having terminated the Order or this Agreement, Rich Smart may terminate at its complete discretion either the Order alone or the Order and this Agreement, but may also at its discretion insist on the performance of the Order. If the Client cancels or fails to perform an Order, the Client is liable for any loss or damage suffered by Rich Smart in closing out Orders that the Client has cancelled or failed to perform. The Client may forfeit part or all of any Deposit in the event of cancellation. Where Rich Smart has suffered loss, it reserves the right to set off against the Client's Deposit or any other funds received from the Client, any charges, fees, or losses sustained by Rich Smart in closing out the Order.

### 3.3 CURRENCY CONVERSIONS

Money can be paid under the Agreements in these currencies, on the terms set out in this clause: Australian Dollars (AUD), United States Dollars (USD), British Pound Sterling (GBP), Euro (EUR), Canadian Dollars (CAD), Japanese Yen (JPY), New Zealand Dollars (NZD), Singapore Dollars (SGD) or Hong Kong Dollars (HKD). Realized profits and losses will be converted into the currency specified for the trade and will be converted into the Base Currency of the Account at the current spot rate immediately on closing-Out a Position. If the Client makes a payment to Rich Smart in a different currency than the Base Currency of the Account, the payment will be converted into the Base Currency of the Account at the spot rate given by Rich Smart's financial institutions. All payments made by the Client to Rich Smart and by Rich Smart to the Client will be converted into the Base Currency of your Account unless otherwise agreed. Rich Smart does not charge fees on currency conversions.

### 3.4 TRADING CONFIRMATIONS AND STATEMENTS

Each time the Client places an Order with Rich Smart, a confirmation of the executed trade will appear in the Rich Smart Trading Platform. The Client consents to receive Trade Confirmations by electronic means including, for example, through any Online Service. Rich Smart will make available Daily and Monthly Statements via the Rich Smart Trading Platform or any Online Service. Following the end of day settlement time, provided the Client has transacted or has an open position, Rich Smart Trading Platform will produce a Daily Statement which will be emailed to the Client at their registered email address and then made available on the Rich Smart Trading Platform. Following month-end, Rich Smart will produce an electronic version of the Client's trading statement which will be emailed to the Client and be available on the Rich Smart Trading Platform. This will provide the same details as the daily statements but cover all account movements and transactions opened for the month. The Client is responsible for promptly checking all contents of Confirmations and the



Daily and Monthly Statements. The client must immediately notify Rich Smart if they become that there is an error in the Confirmation or the Statements. Rich Smart is entitled to assume that the Confirmations and Statements are correct unless the Client notifies Rich Smart of any error within 48 hours following us giving the Confirmation or the Statements becoming available to the Client.

3.4.1 We may, with or without any notice given, in addition to any other rights under these Terms and Conditions:

3.4.1.1 Close Out or Cancel all or part of, as we reasonably consider appropriate, the Contracts; or

3.4.1.2 Reduce your Position Limit; or

3.4.1.3 Refuse Orders; or

3.4.1.4 Terminate the Terms and Conditions; or

3.4.1.5 Reduce or remove the leverage given to you by us;

We may exercise our rights in clause 3.4.1 if:

- a. An Event of Default has occurred; or
- b. We reasonably consider that there are abnormal trading conditions and/or toxic trading methods (meaning hedging and/or arbitrage trading in single or multiple trading accounts combined); or
- c. Usage of third party technology and/or tools such as Fix API, EAs and such to obtain market data information for the purpose of exploitation of server latency, errors or such; or
- d. Where a Client, by himself or acting with others (including an Introducing Broker/ Affiliate/ Money Manager) established a trading position or positions which have the purpose or effect of generating profits, without exposure to economic risk, including without limitation loss of the Client's capital (or the capital of others);
- e. Where the Client, by himself or acting with others (including an Introducing Broker/ Affiliate/ Money Manager) hedges his positions, including without limitation, holding open position(s) in one direction, including by way of illustration only, single or correlated currencies, at given periods, internally (using other trading accounts held with Rich Smart) or externally (using other trading accounts held with other brokers)
- f. We reasonably consider it necessary for the protection of our rights under the Terms and Conditions; or
- g. We are unable to make prices in the relevant Contract due to the unavailability of the relevant market information for reasons beyond our control; or
- h. We so decide in our absolute discretion and, in this case only, give written notice of such decision to you; or
- i. We consider that you may be in possession of 'inside information' within the meaning of Bank Secrecy Act, or
- j. We consider that you may be in breach of any applicable law, or

- k. Either party is so requested by FinCen or any other regulatory agency or authority, or
- l. Your Actual Margin is less than the Required Margin, or
- m. The aggregate of the Contract Value for your Orders and the Contract Value for all other orders for an Underlying Product is below the minimum or above the maximum.

If we exercise our right to Close Out all or part of any Contract, clause 3.4.1 applies except that we determine, in our sole discretion, the Close Out Value for the affected Contract.

You accept that we may Close Out any of your Contracts and in what proportion that we decide in our absolute discretion.

### 3.5 TELEPHONE AND EMAIL TRANSACTIONS

An authorized User may request Rich Smart to accept Instructions and enter into Orders by telephone. Rich Smart has sole discretion to accept Instructions and enter into Orders by telephone. Rich Smart may check the authority of the caller by requesting the caller give his or her name and confirming that such name has been notified to Rich Smart by the Client as an authorized User. Upon such check confirming the identity of the caller, Rich Smart may assume that the caller has the full authority as previously notified by the Client. The Client acknowledges and agrees, and will ensure that each authorized User acknowledges and agrees, that Rich Smart may make a recording of each telephone Instruction and any other conversation (including Internet conversations e.g. chats) received from a Client or an Authorized User or between a Client or an Authorized User and Rich Smart. The recording remains the property of Rich Smart. The telephone recording can be used by Rich Smart to confirm the terms and conditions of any transaction where there is a dispute with a Client as to the Trade Contract Terms of the transaction, and for training and monitoring purposes. An authorized User may request Rich Smart to accept Instructions and enter Orders by email. Rich Smart may accept Instructions sent by email. The Client acknowledges and agrees that upon the acceptance by Rich Smart of the Client's Instructions, the Client shall be bound by those instructions.

### 3.6 ONLINE SERVICES

If the Client or the Client's authorized User uses any of the Online Services, the Client or authorized User will be able to:

- i. place your Orders or issue Instructions to Rich Smart;
- ii. enquire as to the availability or pricing or value of one or more Financial Products;
- iii. receive market data and other information in relation to one or more Financial Products;
- iv. monitor your obligations under this Agreement;
- v. receive Confirmations, Account balances or other information in connection with your Account or transactions booked with Rich Smart; or
- vi. use such other facilities as Rich Smart may from time to time make available through the Online Services. The Client must provide Rich Smart on request with a list of authorized User(s) and is responsible for informing Rich Smart of any changes to that list. An Online Service may be a proprietary service provided by Rich Smart or a service provided to you by a third party pursuant to an arrangement with Rich Smart (for example, by an Exchange or by a software provider). The Client is responsible for complying with the operations aspects

of Online Services provided by Rich Smart or the provider of the Online Services. Rich Smart may at any time without notice suspend, withdraw or deny access to the Online Services to a Client or one or more of the Client's authorized Users for any reason including but not limited to security, quality of service, failure by the Client to pay any amount when due or breach by the Client of any provision of this Agreement. Clients can contact Rich Smart in writing to terminate their access to Online Services Rich Smart can delay, decline, or reverse any Order if Rich Smart reasonably:

- a. suspects that the transaction might be unlawful or might be associated with financial crime;
- b. believes that by carrying out the transaction Rich Smart might breach our compliance obligations; or
- c. believes that the Client is in breach of this Agreement. Under such circumstances, Rich Smart will not be liable for delaying or refusing to carry out an Instruction. Rich Smart will not be responsible for confirming the receipt of instructions or verifying the authenticity of the Client's or the Client's authorized User's instructions.

The Client must take all reasonable precautions to ensure that:

- i. Security Details are kept confidential;
- ii. Each authorized User to whom Security Details are provided, will keep them secure and confidential;
- iii. no unauthorized person is able to use the Security Details. The Client must inform Rich Smart immediately should they suspect or discover that:
  - a. Their Security Details are lost or stolen;
  - b. Someone else knows their Security Details; or
  - c. Someone has used or tried to use their Security Details.

The Client must not:

- i. not permit, consent, or allow any person (other than an authorized User) to use the Security Details or to access or use the Online Service using that Security Details;
- ii. not provide, disclose or make available the Security Details to any person (other than an authorized User);
- iii. misuse any of the Online Services by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- iv. attempt to gain unauthorized access to any of the Online Services or any server, computer or database connected to any of the Online Services; and
- v. attack any of the Online Services via a denial-of-service attack or a distributed denial-of-service attack.

The Client acknowledges and agrees that:

- i. Access to Online Services can only be granted using the Security Details;
- ii. The Client is responsible for the consequences of any unauthorized disclosure or use of the Security Details, and for any actions or omissions by an authorized User;
- iii. Rich Smart is entitled to rely on all Instructions given by, on behalf of, or appear on the Clients' behalf, using the Security Details; despite any other provision of these terms, Rich Smart is not liable for any loss caused by it acting on Instructions or other communications using the Security Details;
- iv. there may be delays in the processing, execution, amendment or cancellation of an Order entered through the Online Service and:
  - an Order may be filled before instruction for its amendment or cancellation is processed;
  - the Client remains liable to settle the original Order until any relevant amendment or cancellation is affected; and
  - without limiting clause, 12 Rich Smart will not be liable for any loss incurred by the Client arising from any delay in the dissemination of market information or the processing of any Order or instruction to amend or cancel an Order;
- v. Rich Smart is not responsible for the processing, execution or cancellation of any Orders submitted through the Online Services, regardless of who enters such Orders and regardless of whether or not there is an error in the Order entry or for any delays;
- vi. any Online Service is provided on an "as is" basis and, except as required by law, Rich Smart makes no representations or warranties express or implied with respect to the Online Services;
- vii. the speed of information provided through the Online Services is subject to a number of factors including, but not limited to, the speed of the user's internet connection, the user's settings, the number of concurrent users accessing the Online Services and the volume of information being received and sent by the Online Services;
- viii. there are significant risks in trading through the Online Services because it is serviced by means of computer and telecommunications systems, even if generally accepted industry standards and practices are followed;
- ix. The Client will be liable for all Orders and/Instructions made when using any of the Online Services including instances of any misuse, fraud or abuse by the Client or the Client's authorized Users or where the Client or the Client's authorized Users have disclosed Security Details to a Third-Party.
- x. Rich Smart may change the minimum specification required to access the Online Services and may make operational changes to and alter the services currently available at any time. Rich Smart will notify Clients of such changes by either placing a message on the client area, trading platform, or by email.

- xi. the Client is responsible for ensuring they have in place alternative arrangements for the execution of Orders or other services available through the Online Services if the Online Services or any aspect of it ceases to be available or subject to failure (including, for example, arrangements for the use of telephone or e-mail); Clients are responsible for obtaining, maintaining and ensuring compatibility of their electronic software, devices, and equipment. Rich Smart will not be responsible for any loss of or damage to a Client's data, software, computer, electronic devices, telecommunications, or other equipment caused by the use of any of the Online Services unless such loss or damage is directly and solely caused by our negligence or deliberate default. Clients are responsible for ensuring that their electronic devices and equipment are free from viruses and other malware and Rich Smart will not be responsible for any losses incurred by failure to do this. Rich Smart shall use reasonable endeavors to keep the Online Services free from viruses and corrupt files but cannot guarantee that the Online Services will be free from infection by viruses or anything else with contaminating or destructive properties. Rich Smart is not able to guarantee that access to any of the Online Services will be uninterrupted, continuous, or error-free. By breaching this provision, a Client may also commit a criminal offense. Rich Smart may report any such breach to the relevant law enforcement authorities and will cooperate with those authorities by disclosing a Client's identity to them. In the event of such a breach, the Client's right to use the Online Services will cease immediately and without Notice. Rich Smart will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect a Client's electronic devices and equipment.

### 3.7 HEDGED POSITIONS

Rich Smart may allow you to execute Hedged Positions on some Financial Products from time to time. A Hedged Position is an Open Position that is opposite of another Open Position. In other words, it is the same Financial Product, but in the opposite direction (i.e. you are the Long Party and the Short Party). A Hedged Position may be a Fully Hedged Position or a Partially Hedged Position. Rich Smart reserves the right to reduce the Deposit to zero for Fully Hedged Positions. We also reserve the right to reduce the Deposit for Partially Hedged Positions. If we choose to reduce the Deposit, we do not waive the right to require a deposit at any given time. You acknowledge and agree that if the Deposit for a Hedged Position has been reduced and you close anyone Open Position that forms part of the Hedged Position, it will immediately trigger the full Deposit for the Open Position. If you do not have sufficient Deposit such an Open Position will be closed in accordance with clause 3.2. Rich Smart may lose all or part of any Hedged Position at any time without notice at the Close-Out Value where we reasonably believe that the Hedged Position is being abused by a Client including where we reasonably believe that such Hedged Positions are not in the ordinary course of trading.

### 3.8 DELAYS AND QUOTING ERRORS

Although Rich Smart will use all reasonable efforts to process the Client's Order on a timely basis. However, Rich Smart shall not, in the absence of gross negligence or willful misconduct, be liable for delays, damages, failures, or errors in the completion of the Order. Should a quoting error occur due to a typographical error or obvious mistake in a quote or indication, Rich Smart:

- i. is not liable for any damages, claims, losses, liabilities, or costs arising from the quoting error; and
- ii. reserves the right to make the necessary adjustments to correct the quoting error.

Any dispute arising from a quoting error will be resolved on the basis of the fair market value, as determined by Rich Smart acting reasonably, of the relevant currency at the time such quoting error occurred. If Rich Smart is unable to perform its obligations under this Agreement or an Order because of factors beyond its control or because of a Force Majeure Event, Rich Smart will notify the Client as soon as is reasonably practicable and will use reasonable endeavors to secure the return of any money paid by the Client in respect of which Rich Smart has been unable to discharge its obligations under this Agreement. Rich Smart may give a Notice to the Client at any time if it forms the view that market conditions in the relevant financial market for the currency concerned are seriously disturbed. This includes circumstances where, in Rich Smart's opinion, deposits in the currency concerned are not available in the ordinary course of business to Rich Smart in the relevant financial market or because of national or international financial, political or economic circumstances or exchange controls, it is impractical. When a Notice under clause 15 is given, Rich Smart's obligations will be suspended while it and the Client negotiate alternative arrangements. If the parties reach an agreement before the Value Date, those alternative arrangements will apply. If they do not reach agreement within that period, each will be released from its obligations under the relevant transaction.

### 3.9 TRADING HOURS

Trading hours for Margin FX Contracts and CFDs vary and will depend on the relevant Underlying Instrument's hours of operation. The trading hours are published on our website. We are under no obligation to quote prices or accept Orders on a public holiday in any jurisdiction which, in our reasonable opinion, affects the relevant value of the underlying asset or assets to the OTC derivative contract Rich Smart offers. We give notice of such public holidays and the underlying asset or assets affected by the Online Service.

## 4. MARGIN

### 4.1 INITIAL MARGIN

Before placing a trade that creates an open Position the Client is required to pay into the Account the Initial Margin for that Position as calculated by Rich Smart.

### 4.2 MARGIN OBLIGATIONS

The Client must pay Rich Smart such amounts of Margin as it may require under this Agreement. A Margin Deposit is credited by Rich Smart at the time cleared funds have been received into the Client Account or such earlier time as allowed by Rich Smart, so a Margin requirement for any anticipated or Open Positions by Rich Smart is not satisfied unless and until the Client's payment is received in cleared funds into the Client Account. Rich Smart will not be liable for any losses including losses arising from real or Open Positions if a Margin Depositor payment is not received in cleared funds into the Client Account. The Client must maintain at least the amount of Margin required by Rich Smart whether or not Rich Smart gives any notice to the Client to make those

payments if the Client has actual notice of the required amount. The required amount of Margin can change continuously, including over the weekend or other non-trading days. It is the Client's sole responsibility to monitor at all times through the Rich Smart Trading Platform any notifications that Rich Smart may, but is not obliged to, provide, the Margin deposited or any Minimum Margin requirement under this Agreement having regard to such matters as:

- i. your open Positions;
- ii. the volatility of any relevant Underlying Instrument;
- iii. the volatility of the Underlying Market and the markets generally;
- iv. any applicable Exchange Rate risk; and
- v. the time it will take for you to remit sufficient cleared funds to Rich Smart.

The Client must ensure that for as long as they have an Open Position, their account is sufficiently funded to cover the required Margin. If not, the Client's Open Position may be Closed Out by Rich Smart without prior notice to the Client. Rich Smart may, in its absolute discretion, provide the Client with further time to meet their Margin Requirements. Such permission will only be effective once confirmed in writing by Rich Smart and only to the extent provided in the notice. If Rich Smart asks the Client to transfer money to it to meet its Margin requirement, the client must take this action immediately. If they don't, Rich Smart will consider it a Default Event under these terms. Rich Smart may also cancel any Orders or Close-Out one or more of the Client's positions or part of their positions at its sole discretion without being liable to the Client, regardless of whether the Client transfers additional money to it.

#### 4.3 MARGIN CLOSE-OUT

Rich Smart's Margin practice is an automated process where the Rich Smart Electronic Trading Platform displays a visual warning on your Account online at different Margin levels. If the funds in your Account only cover 100% of the margin requirements, a Margin Call alert will be triggered, and you will receive a visual warning automatically on the Rich Smart Trading Platform. If the funds available in your account only covers 50% of the margin requirements for your open Margin FX or CFD positions, your worst-performing Margin FX or CFD positions (i.e. the CFD with the largest margin requirement) will be automatically closed out.

#### 4.4 CHANGING MARGIN PERCENTAGE

Rich Smart may vary the Margin Percentage in respect of any Position at any time by giving notice in accordance with clause 16. Any variation of the Margin Percentage and/or increase in Margin or Minimum Margin requirement will be due and payable immediately on Rich Smart demand.

#### 4.5 MARK-TO MARKET PAYMENTS

Rich Smart calculates the Order Value at each Valuation Time. If at a Valuation Time:

- i. the Order Value is greater than the Previous Order Value:
  - the Short Party must pay the Long Party the excess of the Order Value over the Previous Order Value; or

- the seller must pay the buyer the excess of the Order Value over the Previous Order Value; or
- ii. the Order Value is less than the Previous Order Value:
- the Long Party must pay the Short Party the excess of the Previous Order Value over the Order Value; or
  - the buyer must pay the seller the excess of the Previous Order Value over the Order Value.

If on the Close-Out Date:

- i. the Close-Out Value is greater than the Previous Order Value the Long Party must pay the Short Party the excess of the Previous Order Value over the Close-Out Value; and
- ii. the Close-Out Value is less than the Previous Order Value the Short Party must pay the Long Party the excess of the Previous Order Value over the Close-Out Value.

All Mark to Market Payments:

- i. Rich Smart owes to the Client are credited to your account; and
- ii. you owe to us are debited from your account, on the Same Day as the relevant Valuation Time or Close-out Date.

#### 4.6 FORCED LIQUIDATION

The Client is required to maintain a sufficient level of Margin. Rich Smart reserves its rights to close out all Open Positions:

- i. if at any time the Deposit held by Rich Smart is approaching or is no longer sufficient to cover the negative mark to the market value of any or all Open Positions that the Client has open with Rich Smart; or
- ii. at any time, and from time to time, Rich Smart determines that the value of all of the Client's Open Positions represents a substantial net unrealized loss to the Client such that, in Rich Smart's belief, the continued trading, or failure to Close Out, one or more of the Client's Open Positions will or is likely to materially prejudice the Client's Account Value. Rich Smart shall have the right, at our sole discretion, to determine the Mark to Market value from time to time. In addition to other remedies available to Rich Smart, if the Client fails to pay any amount when due under this Agreement, or if a Default Event occurs, Rich Smart has the right to terminate (by either buying or selling) any or all of the Client's Open Positions.



## 5. CHARGES AND CREDITS TO THE ACCOUNT

### 5.1 INTEREST CHARGES ON OPEN MARGIN FX POSITIONS

Where an Order for a Margin FX contract is held overnight, the Order is subject to a Swap Charge or Swap Credit determined by Rich Smart in accordance with this clause:

- i. if the Client is the Long Party and the Bought Swap Rate is higher than the Sell Swap Rate, Rich Smart must pay you interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate;
- ii. if the Client is the Long Party and the Bought Swap Rate is less than the Sell Swap Rate, the Client must pay Rich Smart interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate;
- iii. if the Client is the Short Party and the Sell Swap Rate is higher than the Bought Swap Rate, Rich Smart must pay the Client interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate; and
- iv. if the Client is the Short Party and the Sell Swap Rate is lower than the Bought Swap Rate, the Client must pay Rich Smart interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate. Where an Order for a Margin FX contract is held at the Close of Trade on a Wednesday, the Swap Charge or Swap Credit is adjusted to reflect interest rate changes in the Currency Pair until the following Monday. Where an Order for a Margin FX contract is held overnight, the Client agrees to pay Rich Smart a transaction fee of up to 10% of the value of the Swap Charge or Swap Credit. Swap Charges or Swap Credits and Rich Smart's transaction fee are calculated and applied to your account at the beginning of the next Trading Day. No Swap Charge, Swap Credit, or transaction fee is payable where an Order for a Margin FX contract is opened and closed on the same Trading Day.

### 5.2 INTEREST CHARGES ON OPEN SPOT CFD POSITIONS

Where an Order for a Spot CFD is held overnight, the Order is subject to a Swap Charge or Swap Credit determined by Rich Smart multiplying the value of the contract at the end of the Trading Day by the Reference Interest Rate and adjusted for any dividend in relation to the underlying asset or instrument. Where an Order for a Spot CFD is held at the Close of Trade on a Friday, the Swap Charge or Swap Credit is adjusted to reflect the cost of holding the position until the following Monday. Swap Charges or Swap Credits in relation to Spot CFDs are calculated and applied to your account at the beginning of the next Trading Day. No Swap Charge or Swap Credit is payable where an Order for a Spot CFD is opened and closed on the same Trading Day.

### 5.3 ROLLOVER CHARGES & CREDITS FOR OPEN FUTURES CFD POSITIONS

Where an Order for a Futures CFD is held overnight, the Order is not subject to a Swap Charge or Swap Credit. Where an Order for a Futures CFD is held at the Close of Trade on the Close-Out Date, the Order is automatically rolled over meaning that the contract is closed, and a new Order is created for the Futures CFD on the next Trading Day at the new contract price. Rich Smart will not

automatically roll over an Open Position for a Futures CFD held at the Close of Trade on the Close-Out Date unless Rich Smart has provided reasonable notice to the Client of the Close-Out Date and the position remains open after this date. Where an Order for a Futures CFD is held at the Close of Trade on the Close-Out Date, an adjustment will be applied to the Client's account to reflect the difference between the old contract price and the new contract price for the Futures CFD less an administration fee of 2.5 basis points payable to Rich Smart. Cash adjustments will be applied to the Client's account on the first Trading Day of the new contract.

#### 5.4 COMMISSIONS FEES AND EXPENSES

In addition to any other fees or charges set out in these Terms, the Client agrees to pay:

- i. an amount equal to any other fee charged or levied on Rich Smart, or other expense incurred by Rich Smart, arising from any action taken pursuant to this Agreement; and
- ii. all relevant taxes and expenses incurred by the Client in connection with this Agreement.

The Client confirms and acknowledges that Rich Smart is, without limiting its powers to recover amounts owing by the Client to Rich Smart in any other way, permitted to deduct, without further reference to the Client, charges relating to any services provided by Rich Smart including administration charges (including but not limited to fees associated with returned cheque, payment processing, debt collection, and telephone transcript copies), charges relating to the use of the Online Services and any transaction fees charged to Rich Smart by others with respect to the Client's transactions including, but not limited to tracing fees. Rich Smart may in its absolute discretion waive or reduce fees or transaction charges, for individual clients or for classes of clients, for any length of time, with or without conditions, without notice. The Client acknowledges that should they affect an Order with Rich Smart, the Client must pay all transaction charges, fees, settlements, interest, and any other amounts due under this Agreement on demand by Rich Smart in cleared funds or otherwise as required in accordance with the terms of this Agreement. The Client agrees that Rich Smart may at any time share transaction fees and charges with any other persons without being required to disclose the sharing of such fees and charges to the Client unless such disclosure is required by Law.

#### 5.5 SWAP-FREE OR ISLAMIC ACCOUNT

Clients who hold a Swap Free Account will be charged an administrative fee instead of being credited or debited with a Swap Charge when holding a position overnight. Rich Smart reserves the right to change the administration charges from time to time. Apart from this difference, Swap-Free Accounts have exactly the same trading conditions and terms as Rich Smart's regular Client accounts. If a Client holds an existing regular account and wishes to convert that account to a Swap Free Account, the client must make a request in writing to our support team. The conversion from a regular account to a Swap Free Account can only take place if all positions on the regular accounts are closed and the account is reconciled. Swap Free Accounts are to be used in good faith and, the Client may not use the Swap-Free Account to make profits from swaps or, not pay swaps.

The Client may not request the payment of any Swap Credit amounts that have been lost as a result of converting Client account(s) into one or more Swap Free Accounts for the period during which the Client's account(s) have been converted into one or more Swap Free Accounts. Rich Smart reserves the right to revoke or cancel a Swap Free Account without having to provide any reason.

If Rich Smart detects that a Swap Free Account is being abused by taking advantage of not paying swaps, in the form of, but not limited to; fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity with the usage of a Swap Free Account, then Rich Smart reserves the right to take immediate action in the form of;

- i. with immediate effect, revoking all live trading accounts that are under suspicion of exploitation;
- ii. correction and recovery of accrued swaps and related accrued interest expenses and/or costs pertaining to and all of the Client's Swap-Free Accounts for the period which the accounts were converted into Swap-Free Accounts;
- iii. with immediate effect, termination of the Agreement; and/or (iv) with immediate effect, nullifying all trades carried out on client's trading accounts and canceling any profits earned or losses incurred on such client's trading accounts.

## 6. GUARANTEE

A Client's obligations under the Agreement must be guaranteed:

- i. where the Client (including a trustee) is a company, by each director of the Company; and
- ii. an obligation the Client would otherwise have under the Agreement (including an obligation to pay money) is found to be unenforceable; or
- iii. an obligation the Guarantor would otherwise have under clause 6 is found to be unenforceable; or
- iv. a representation or warranty by the Client in the Agreement is found to have been incorrect or misleading when made or taken to be made. The Guarantor agrees to pay amounts due under clause 6 on demand from Rich Smart. Rich Smart need not incur expenses or make payments before enforcing this right of indemnity. The guarantee in clause 6 is a continuing obligation despite any intervening payment, settlement, or other thing and extends to all of the Client's obligations in connection with the Agreement. The Guarantor waives any right it has of first requiring Rich Smart to commence proceedings or enforce any other rights against the Client or any other person before claiming from the Guarantor under this guarantee and indemnity. The Guarantor acknowledges that, before entering into this guarantee and indemnity, it:
  - a. was given a copy of the Agreement (and all documents giving rise to your obligation in connection with the Agreement) and had full opportunity to consider their provisions; and
  - b. is responsible for making itself aware of the Client's financial position and any other person who guarantees any of the Client's obligations in connection with the Agreement. The Guarantor agrees to make payments under this guarantee and indemnity:

- (i) in full without set-off or counterclaim, and without any withholding or deduction unless prohibited by law; and
- (ii) in the currency in which the payment is due, and otherwise in United States dollars, in immediately available funds.

If the Guarantor makes a payment that is subject to any withholding or deduction, the Guarantor agrees to pay Rich Smart such an additional amount to ensure that the amount actually received by Rich Smart equals the full amount Rich Smart would have received had no withholding or deduction been made. The rights are given to Rich Smart under this guarantee and indemnity, and the Guarantor's liabilities under it, are not affected by any act or omission of us or any other person.

For example, those rights and liabilities are not affected by any act or omission:

- i. varying or replacing the Agreement;
- ii. releasing the Client or giving the Client a concession (such as more time to pay);
- iii. releasing any person who gives a guarantee or indemnity in connection with any of the Client's obligations;
- iv. by which a person becomes a Guarantor after the date of this guarantee and indemnity;
- v. by which the obligations of any person who guarantees any of the Client's obligations (including obligations under this guarantee and indemnity) may become unenforceable;
- vi. by which any person who was intended to guarantee any of the obligations does not do so, or does not do so effectively;
- vii. by which a person who is co-surety or co-indemnified is discharged under a Client Agreement or by operation of law;
- viii. a person dealing in any way with the Agreement or this guarantee and indemnity;
- ix. the death, mental or physical disability, or liquidation, administration or insolvency of any person including the Client or the Guarantor;
- x. changes in the membership, name or business of any person;
- xi. acquiescence or delay by Rich Smart or any other person. As long as any obligation is required, or maybe required, to be complied with in connection with this guarantee and indemnity, the Guarantor may not, without our consent:
- xii.
  - a. reduce its liability under this guarantee and indemnity by claiming that the Client or any other person has a right of set-off or counterclaim against Rich Smart; or
  - b. exercise any legal right to claim to be entitled to the benefit of another guarantee, indemnity, mortgage, charge or other encumbrance given in connection with the Agreement or any other amount payable under this guarantee and indemnity; or
  - c. claim an amount from the Client, or another guarantor (including a person who has signed the Application Form as a "Guarantor") under a right of indemnity; or (iv) claim an amount in your liquidation, administration or insolvency or of another guarantor of any of your obligations (including a person who has signed the Application Form as a "Guarantor").

## 7. CORPORATE ACTIONS

If a Corporate Action occurs, Rich Smart will reasonably determine what adjustment, if any, should be made to an Order to account for the diluted or concentrated effect of any such event to preserve the economic equivalent of such Orders prior to the relevant event or to reflect the effect of such event on such Orders. Any such adjustments will be effective as of a date reasonably determined by us. Rich Smart will not make dividend payments. If a Client is the Long Party for a Share CFD that goes ex-dividend, Rich Smart will credit the Client's account with a cash adjustment to reflect the impact of the dividend on the Orders. The amount of the adjustment will depend on the amount of the gross dividend on the relevant number of Share CFDs on the ex-dividend date. If a Client is the Short Party for a Share CFD that goes ex-dividend, Rich Smart will debit the declared cash dividend from the Client's account. The amount of the adjustment will depend on the amount equal to the gross dividend on the relevant number of Share CFDs on the ex-dividend date. If an underlying asset to which an Open Position relates is subject to a Merger Event, Rich Smart reserves the right to close any or all affected Open Positions at any time during the Merger Event. Rich Smart will not close any Open Position that is subject to a Merger Event unless it has provided reasonable notice to the Client of a deadline for the Client to close their Open Position and the position remains open after this deadline. Rich Smart reserves the right to adjust the opening price of any Financial Product that is subject to a Merger Event to reflect any cash portion of the offer or to amend the size to reflect any corresponding adjustment to the underlying asset caused by the Merger Event and/or to close the affected Open Positions and reopen a new position reflecting the new underlying asset that has been created. Any such adjustments will be effective as of a date reasonably determined by us. If Rich Smart determines that no adjustment can be made under this clause 7(g) which would produce a commercially reasonable result, Rich Smart may close your Open Position at the Close-Out Value on a date reasonably determined by us. Where the Client is the Long Party for a Share CFD in relation to a US stock or security, and the Share CFD goes ex-dividend, Rich Smart is required by US tax legislation to withhold 30% of the cash adjustment to reflect the impact of the declared dividend. Rich Smart will remit the amount withheld to its liquidity provider who will account for the withheld amounts to the proper US authorities. Clients can view amounts withheld for US tax legislation purposes from their accounts.

## 8. TRADING SUSPENSION AND DISRUPTION

If, at any time:

- i. trading in any Underlying Asset on any exchange is suspended or halted, or
- ii. trading is suspended or halted on any exchange which restricts trading with any relevant index so that Rich Smart is unable to determine the price of the Underlying Asset, then Rich Smart will take the price of the Underlying Asset as being the last traded price before the trading suspension or halt. If the suspension or halt continues for 5 Business Days, Rich Smart at its discretion may Close-Out your part or all of your Positions. When this happens, Rich Smart will decide the Close-Out date and the Close-Out value of your Contract in good faith (the Close-Out value will be the Underlying Asset price x the number of Contracts). Rich Smart reserves the right at all times during any marketing limitations, suspension, or disruption to adjust the price of any affected Underlying Asset.

## 9. AMENDMENT, ASSIGNMENT, AND TERMINATION

### 9.1 AMENDMENT

The terms of this Agreement and any transactions under it may be amended by Rich Smart at any time. Rich Smart will provide a Notice to the Client of any such amendment. The Client agrees to be bound by the terms of such an amendment on the earlier of:

- i. ten (10) Days after Rich Smart has issued a notification to the Client; or
- ii. on the date of the Client entering any Order after the amendment.

Any other amendments must be agreed to in writing between Rich Smart and the Client.

At no time shall either party enter into commitments for or in the name of the other party or use their intellectual property for any purpose whatsoever. Except as specifically provided for in this Agreement, neither party will:

- i. use the other party's name or intellectual property without the prior written approval of the other party; or
- ii. represent itself as being affiliated with, or authorized to act for, the other party.

### 9.2 ASSIGNMENT

Any rights or obligations that the Client may have pursuant to this Agreement shall not be assigned, transferred, sold, or otherwise conveyed, except with the prior written consent of Rich Smart. Rich Smart may, however, transfer any rights or obligations it may have pursuant to this Agreement to another party without the consent of the Client including, without limitation, in connection with a sale or transfer of all or part of Rich Smart's business to another person or entity.

### 9.3 TERMINATION

This Agreement may be terminated immediately by the Client or Rich Smart by Notice to the other in writing. However, termination by either party shall not affect any Order or other transaction previously entered into and shall not relieve either party of any outstanding obligations arising out of this Agreement, nor shall it relieve the Client of any obligations arising out of any Order entered into prior to such termination. In the event that Rich Smart is made aware of or has reason to believe any of the following:

- i. that the Client has provided false or misleading information to Rich Smart; or
- ii. that the Client has participated or is participating or has assisted or is assisting in money laundering or terrorist financing;
- iii. that the Client is being officially investigated by law enforcement and/or regulatory agencies;
- iv. that abnormal trading condition exist;
- v. that Rich Smart is unable to make prices in the relevant Order due to the unavailability of relevant market information for reasons beyond Rich Smart's control;
- vi. that the Client may be in possession of "inside information" within the meaning of the Bank Secrecy Act;
- vii. a Default Event has occurred;

- viii. an Insolvency Event has occurred in respect of the Client, then Rich Smart, at its sole discretion, may terminate this Agreement immediately by Notice to the Client, and Rich Smart shall be relieved of any obligations set out in this Agreement or arising out of the transactions contemplated by this Agreement, including any obligations arising out of any Order already placed with Rich Smart. Within two (2) days of termination of this Agreement, the Client will return or destroy all materials received from Rich Smart as per Rich Smart's written instructions. Each party's duties of payment, delivery, and destruction.

## 10. SET-OFF AGAINST MONIES OWED

In addition to other rights available to Rich Smart, the Client authorizes Rich Smart to

- i. appropriate, transfer, credit, apply or pay monies that may be received by Rich Smart or held by Rich Smart on the Client's behalf in payment of any amounts which may be outstanding by the Client to Rich Smart or to an agent of Rich Smart in a transaction effected on the Client's behalf; and
- ii. set-off against any amounts due to it by the Client, any amounts received by Rich Smart from or on behalf of the Client including but not limited to monies received as Deposits or Margin Calls. Rich Smart may determine the application of any amounts which are to be set off at its own discretion. Payments by the Client to Rich Smart in accordance with this Agreement must be made without any set-off, counterclaim, or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law. Should the Client be required to make any form of deduction in respect of tax from any payment to be made or if Rich Smart is required to pay any tax in respect of any payment made in relation to this Agreement at the Client's request the Client agrees to keep Rich Smart indemnified against that tax and agrees to pay to Rich Smart any additional amounts required to ensure Rich Smart receives the full net amount that is equal to the amount Rich Smart would have received had a deduction, withholding or payment of tax not been made. Deposits or Margin Calls deposited by the Client will not fall due for repayment until the Client's t between Rich Smart and the Client is satisfied in full. Until this time, Deposits or Margin Calls will not constitute a debt due from Rich Smart to the Client nor will the Client have any right to receive payment of these funds. If the Agreement is terminated, the Client and Rich Smart agree that the claims against each other are finally discharged by means of close-out netting. Rich Smart will determine the Close Out Values for each affected Order at its sole discretion. The final amount to be paid by one of the parties will be the difference between the payment obligations of the parties.

## 11. NEGATIVE BALANCE PROTECTION

The trading systems of Rich Smart, are designed with safeguards to protect clients from encountering negative balances when trading under normal market conditions. All clients are provided with margin monitoring functionality. This function monitors the level of collateral should it drop below 100% of the required margin. In the event that it drops below 100%, the margin call mode will be triggered and maintained until the level of 50%. Should the margin level equal to, or drop below 50%, Rich Smart will initiate the closing of current open positions, starting from the most unprofitable taking into account trading hours of particular instruments traded by the client. Positions will be closed automatically at the current market price. The clients can set personal limits for risk

management purposes. Should a client incur a negative balance due to a “market gap”, the client should inform the Rich Smart support team. Rich Smart will evaluate the inquiry and at its discretion, may credit the client's account with the amount of the negative balance where the debit was during the course of normal trading activity. This policy is available to Private Clients only.

Clients are expected to maintain the appropriate levels of margin in the trading account at all times as the recommended method of risk management.

NOTE: The provisions of this policy shall not apply to

- Force Majeure Event understood as an act of God, war, terrorism, malicious damage, civil commotion, industrial acts, any exceptional market events, or acts and regulations of any governmental or supranational bodies or authorities which in the company's opinion prevent an orderly market in relation to Client's orders;
- in abnormal market conditions or exceptional market movements/volatility;
- where the negative balance is connected to or a result of, either direct or indirect, breach of any provision by the client of the Client Agreement of the company or from the breach of the market rules, including but not limited to the laws of the client's country of origin, client's country of residence or any country.

Negative balance accounts - Rich Smart is entitled to combine the balances of any other accounts you hold with us, including any Joint Accounts to effect any set-off of amounts owing between you and Rich Smart, pursuant to our terms and conditions or otherwise, in each case in order to reduce or remove the relevant negative balance before effecting the negative balance protection provisions set out in this clause.

## 12. LIABILITY AND INDEMNITY

The Client shall indemnify and hold Rich Smart harmless from any and all liabilities claims, costs, expenses, and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to the Client's negligence or willful misconduct, the violation of any Law by the Client, or the breach by the Client of any provision of this Agreement or if a Default Event occurs. The Client also agrees to promptly pay Rich Smart for all damages, costs, and expenses, including reasonable legal fees and expenses, incurred by Rich Smart in the enforcement of any of the provisions of this Agreement. Rich Smart is not responsible for any delays, charges, or losses incurred due to errors in the payment or as a result of a delay in funds reaching the Client's nominated account. The Client agrees to indemnify Rich Smart and be liable for any losses or charges incurred by Rich Smart arising from a such error on the Client's behalf. Rich Smart will not be liable under any circumstances for any direct, indirect, or consequential loss (including any loss of profits) incurred by the Client as a result of any acts or omissions by a Third-Party. Nothing in this Agreement is intended to limit or exclude any liability Rich Smart may owe the Client under any statutory rights the Client may have.

In calculating or mitigating its loss due to a Default Event, Rich Smart is entitled to

- i. crystallize, unwind, reverse, void, repair, or close any Open Positions by closing any open Contracts; and/or
- ii. nominate the date on which the open Order is valued; and/or
- iii. nominate the methodology used to calculate the open Orders' value; and/or



- iv. take any other action that Rich Smart determines to be reasonably necessary to protect its legitimate interests. The Client's obligations under clause 13 shall survive the termination of this Agreement.

### 13. INFORMATION AND CONFIDENTIALITY

The Client acknowledges and agrees that Rich Smart is permitted to carry out an electronic database search and search credit reference agencies in order to verify the Client's identity and credit standing. If such searches are carried out, Rich Smart may keep records of the contents and results of such searches in accordance with all applicable Laws. Rich Smart reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable Anti-Money Laundering and Counter-Terrorism Financing Laws. Rich Smart may pass on information collected from the Client and relating to transactions as required by applicable Anti-Money Laundering and Counter-Terrorism Financing Laws and is under no obligation to inform the Client it has done so. Rich Smart may undertake all such Anti-Money Laundering and Counter-Terrorism Financing checks in relation to the Client (including restricted lists, blocked persons, and countries lists) as deemed necessary or appropriate by Rich Smart. Personal information collected by Rich Smart is treated as confidential and is protected by the Data Protection Law. Rich Smart will only collect personal information which is necessary to perform the services contemplated by this Agreement. Rich Smart will treat the Client's personal information in accordance with its privacy policy, which the Client may obtain on the Website. Rich Smart will use reasonable precautions to maintain the confidentiality of information Rich Smart receives from the Client and material and/or data the Client provides, creates, inputs, or develops in connection with the Client's use of the Rich Smart services. Nonetheless, because such information, material, and/or data may be provided through the internet, the Client hereby acknowledges and agrees that Rich Smart cannot assure that such information, material, and/or data will continue to be confidential. The Client accepts the risk of a Third Party receiving confidential information concerning the Client and specifically releases and indemnifies Rich Smart from any claim arising out of a Third Party intercepting, accessing, monitoring, or receiving any communication from a Client intended to be provided to Rich Smart or from Rich Smart intended to be provided to the Client. The Client acknowledges and agrees that Rich Smart may disclose the Client's name and other personal and financial information about the Client, and any relevant details of an authorized User, to its employees, representatives, officers, agents, introducing brokers and affiliates, as well as to a governmental entity or self-regulatory authority, an internet service provider or any other Third-Party agent or service provider for any purpose related to offer, providing, administering or maintaining the Rich Smart services, or to comply with applicable Laws. Due to the inherent risks in transferring currency between parties located in different countries, Rich Smart takes measures to ensure that it is not participating or assisting in money laundering or terrorist financing.

Law enforcement agencies and regulatory authorities may periodically inspect and require copies of Client information and business records held by Rich Smart, to ensure compliance with all applicable anti-money laundering and counter-terrorism financing laws. The Client should be fully aware that in appropriate cases all communications and information concerning the Client held by Rich Smart, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities. In addition, the Client agrees to comply with all applicable anti-money laundering and counter-terrorism financing laws, including, but not limited to, the requirement to obtain satisfactory evidence of the identity of any principal whom the Client may represent in any transaction entered into with Rich Smart.

#### 14. ELECTRONIC VERIFICATION TERMS AND CONDITIONS

Rich Smart is required by the anti-money laundering and counter-terrorism financing laws to verify a Client's identity before it can provide the Client with its services. Electronic verification allows Rich Smart to verify a Client's identity by using electronic tools and external data sources. In order to verify a Client's identity electronically, Rich Smart will request a Client's details (such as your name, address, and date of birth) and details of their identification documents. By agreeing to these terms and conditions a Client agrees that

- i. Rich Smart may use and disclose personal information for the purposes of electronic verification as described above.
- ii. It is an offense under anti-money laundering and counter-terrorism financing laws for a Client to provide false and misleading information about their identity.

#### 15. DISPUTE RESOLUTION

Please refer to for further information on how we handle complaints under the Agreements. You acknowledge that our internal and external dispute resolution procedures don't prevent us from commencing proceedings in any other relevant jurisdiction for the enforcement of any complaint determination.

#### 16. NOTICES AND COMMUNICATIONS

Rich Smart may, to the extent of your authorization, send a communication under the Agreements to you or your authorized Person. Unless the Agreements expressly say otherwise, all notices, certificates, consents, approvals, waivers, and other communications in connection with the Agreements:

- i. must be sent by email or other means that we specify from time to time;
- ii. must be signed or issued by the sender (if an individual) or an authorized Officer of the sender; and
- iii. will be taken to be received upon sending unless the sender receives an automated message informing them that the email has not been delivered. Communications take effect from the time they're received unless a later time is specified in them.

#### 17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Law of the State of Colorado. The parties agree to irrevocably submit to the non-exclusive jurisdiction of the State of Colorado.

## 18. SEVERANCE

A provision of the Agreement that is void, illegal, or unenforceable is ineffective only to the extent of the provision's illegality or unenforceable, but the remaining provisions are not affected. Any present or future legislation which operates to vary the Client's obligations in connection with this Agreement with the result that Rich Smart's rights, powers, or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

## 19. FURTHER ACTS

This Agreement may consist of a number of copies each signed by one or more parties to this Agreement. If so, the signed copies are treated as making up one document. The Client agrees to do anything Rich Smart reasonably requests (such as obtaining consents, signing and producing documents, and arranging documents to be completed and signed):

- i. to bind the Client and any other person intended to be bound under this Agreement;
- ii. to show whether the Client is complying with this Agreement.

## 20. THIRD PARTY PAYMENT PROCESSING

- i. Rich Smart may, at its sole discretion cooperate and utilize Third party (3rd Party) Payment Processors to receive some of the clients' deposits or funding for the purpose of crediting clients' trading accounts. This may include Payment Service Providers such as Visa, Master, E-Wallets, Bank Wires, and so on.
- ii. Rich Smart may from time to time cooperate or cease to cooperate with certain 3rd Party Payment Processors for any reason and purpose deemed suitable by its Management Team. It is the Clients' responsibility to ensure that the Payment Processor processing the transaction is indeed appointed by Rich Smart.
- iii. Rich Smart is not and shall not be held responsible for any damages and/or liabilities caused by the failure of the transaction between Client and 3rd Party Payment Processors, and shall not be held liable for the compensation, refund, discount, or any such damages as deemed necessary by Client towards their payment transactions or dealings between Client and 3rd Party Payment Processors.
- iv. Clients using 3rd Party Payment Processors are advised to conduct transactions bearing full awareness of these Terms & Conditions and are deemed to have read and agreed to these Terms & Conditions upon signing up with Rich Smart.