

# Account Opening Agreement

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## INTRODUCTION

### 1. Introduction

This document constitutes a legally binding agreement between TradeSmart Capital Limited, a company established in Saint Lucia, located at Meridian Place, Choc Estate, Castries, with Registration No. 2024-00075 (hereafter referred to as "TRADE401", "us", or "we"), including its successors and assigns, and the individual or entity (referred to as the "Client", "client", or "you") signing this agreement.

This agreement, along with our Risk Disclosure Statement and Privacy Statement, outlines the terms under which TRADE401 will engage in business with its Clients. It defines the rights and responsibilities of both parties in relation to this service. By agreeing to the terms herein and completing the application form, both parties commit to and are bound by these terms.

By opening an account with TRADE401 for the purpose of speculating in, purchasing, and/or selling Forex and Contracts for Differences (CFDs) in commodities, metals, forex currencies, indices, and cryptocurrencies, and for receiving other services and products that TRADE401 may choose to offer in the future at its sole discretion, the Client acknowledges awareness and understanding of the associated risks, in addition to those detailed in the provided Risk Disclosure Statement, particularly those related to trading in the over-the-counter market (OTC). We engage in over-the-counter (OTC) trading, specifically in contracts for differences (CFDs).

In return for TradeSmart's agreement to supply services to the Client in relation to the trading of Forex, CFDs in commodities, currencies, metals, indices, and cryptocurrencies, as well as other services and products that TRADE401 may decide to offer in the future at its sole discretion, the Client agrees to adhere to the rights and obligations that govern the relationship between TRADE401 and the Client.

## 2. Definitions and Titles

"TRADE401" refers to TRADE401 Capital Limited, including its subsidiaries, affiliates, their future successors, and assignees, as applicable in the context.

"Client" denotes the individual or entities agreeing to abide by the conditions of this Agreement.

"Agreement" encompasses this specific agreement, along with any other contracts and permissions signed by the Client for the purpose of managing their account with TRADE401.

**3. Overview of TRADE401** Capital Limited is a legally recognized financial services entity, established in Saint Lucia, located at Meridian Place Choc Estate, Castries, with Registration No. 2024-00075

## 4. Authorization for Trading Activities

4.1 TRADE401 is permitted to conduct Forex, CFDs, and cryptocurrency transactions over-the-counter with the Client, based on the Client's instructions—whether oral, written, or computerized—following the terms of this Agreement and its annexes.

4.2 After the Client completes the application form, TRADE401 will provide a secure password to be used with the Client's chosen username.

4.3 TradeSmart's security measures aim to ensure secure transmission of information to and

from the Client. The Client must maintain the confidentiality of their passwords and is fully responsible for preventing unauthorized access to their password and TradeSmart's trading facilities.

4.4 The Client is solely responsible for all instructions received electronically under their password and account number, as well as for all electronic, oral, and written instructions

to TradeSmart from persons deemed authorized by the Client, at TradeSmart's sole discretion.

4.5 In cases where the Client's account is a joint account, TRADE401 is authorized to follow the instructions of any of the account owners, without further verification, regarding account trades and the management of all assets in the account.

4.6 TRADE401 is not obliged to question the apparent authority of any instructions and is not liable for any actions or inactions based on such instructions or apparent authority.

4.7 TRADE401 may require joint actions by the owners of a joint account and may address all correspondence and documents related to the account to any of the joint account owners.

4.8 TRADE401 maintains control over the security of both individual and joint accounts. 4.9 In the event of the death of one or more joint account owners, TRADE401 must be notified in writing and provided with a death certificate. Any expenses owed as of the date of notification will be charged to the account.

4.10 Until TRADE401 receives valid written notification, each owner of a joint account is assumed to have an equal share in the account.

## SCOPE OF THE AGREEMENT

### 5. Agreement to Electronic Signature

5.1 The Client, by electronically signing the account agreement and related documents of TRADE401, confirms having received the account letter, the Client agreement, and other documents included in TradeSmart's electronic account package. The Client agrees to adhere to the terms and conditions set forth in these documents.

5.2 Furthermore, through the electronic signing of TradeSmart's account agreement and related documents, the Client consents to TRADE401 maintaining electronic records of the Client's trades and account details and agrees to receive these records electronically.

## 6. Comprehensive Agreement

This Agreement, inclusive of all references to TradeSmart's policies and procedures mentioned herein, along with the Risk Disclosure Statement and Privacy Statement, constitutes the complete and exclusive agreement between TRADE401 and the Client. It replaces and supersedes all prior agreements, whether written or verbal, between the parties.

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## 7. Transfer and Assignment Restrictions

The Client is prohibited from assigning or transferring any rights or obligations under this Agreement to a third party without obtaining prior written consent from TRADE401. Any attempt to do so without this consent will render the assignment or transfer null and void. Conversely, TRADE401 retains the right to freely assign this Agreement.

## 8. No Independent Agreements

8.1 The Client acknowledges that they do not have any separate agreements with TRADE401, its employees, or agents related to trading in the Client's TRADE401 account. This includes any agreements to guarantee profits or limit losses in the Client's account.

8.2 The Client understands that they must provide authorization for each transaction before it is executed, unless the Client has granted trading discretion to another party through TradeSmart's limited trading authorization or by written agreement with TRADE401. Any disputes regarding transactions must be reported to TradeSmart's Compliance Officer in accordance with the notice requirements outlined in this Client Agreement.

8.3 The Client agrees to indemnify and protect TRADE401, its subsidiaries, affiliates, and agents from any damages or liability arising from the Client's failure to promptly inform TradeSmart's Compliance Officer of any of the incidents mentioned herein.

## 9. Agreement Modification and Waiver

- 9.1 The Client understands and agrees that TradeSmart reserves the right to modify or amend this Agreement at any time.
- 9.2 TRADE401 will notify the Client of any amendments or changes by posting them on TradeSmart's website or by emailing the Client. This notification may occur at any time, without prior notice.
- 9.3 The Client agrees to be legally bound by the terms of such amendments or changes from the date of their implementation.
- 9.4 If the Client disagrees with any such changes, the Client must liquidate their open positions and provide instructions to TRADE401 about the handling of all assets in their account within ten (10) business days following the notification of the change either on TradeSmart's website or through other means.
- 9.5 This Agreement cannot be waived or amended through any course of dealing between the parties or through any failure by TRADE401 or its agents to enforce their rights under this Agreement on any occasion or series of occasions.
- 9.6 Verbal agreements or instructions that contradict the terms of this Agreement will not be acknowledged or enforceable.

## 10. Compliance and Modification Provisions

- 10.1 All transactions conducted under this Agreement will comply with the customs, decisions, and interpretations of the counterparty institution or other interbank markets (including any clearing organizations, if applicable), as well as all relevant laws and regulations.
- 10.2 Should any new laws be enacted, or new rules or regulations be established by any governmental authority, contract market, or clearing organization that are obligatory for



TRADE401 and impact or contradict any terms of this Agreement, the relevant sections of this Agreement will be considered altered or replaced by the stipulations of such new laws, rules, or regulations. All other parts of this Agreement, and the thus modified sections, will remain effective and enforceable.

## 11. Agreement's Continuity and Binding Nature

- 11.1 This Agreement is ongoing and applies to all of the Client's accounts that are currently open or may be opened or reopened with TRADE401 in the future, regardless of any changes in TradeSmart's staff, or its successors, assignees, subsidiaries, affiliates, or agents.
- 11.2 This Agreement, including all granted authorizations, benefits not only TRADE401 but also its subsidiaries, affiliates, agents, successors, and assignees, whether due to merger, consolidation, or other organizational changes. It is also binding upon the Client, as well as the Client's estate, executors, trustees, administrators, legal representatives, successors, and assignees.
- 11.3 The Client confirms and endorses all transactions conducted with TRADE401 before the signing of this Agreement and agrees that their rights and obligations related to those transactions are governed by the terms of this Agreement.

## TERMS OF SERVICE

### 12. Communication and Documentation

- 12.1 Trade Smart and Client will primarily communicate through electronic means, utilizing TradeSmart's website and online trading platforms.
- 12.2 Details about orders placed and executed will be conveyed directly to the Client via a specific account designated for the Client.
- 12.3 Some information, including general market recommendations, will be made available on our website for all clients. Client agrees to accept such information, even if not individually addressed, in this format.
- 12.4 All written correspondence from us to you will be in the language you selected when registering your account on our website.
- 12.5 TRADE401 will post reports, statements, notices, trade confirmations, and other communications online. The Client may specify a different address for these communications by notifying TRADE401 in writing or electronically.
- 12.6 It is the Client's responsibility to inform TRADE401 about any changes to their e-mail address.
- 12.7 Communications are considered delivered when TRADE401 makes them available to the Client, irrespective of whether the Client has accessed them.
- 12.8 The Client can generate daily, monthly, and annual statements that include transaction activity, profit and loss, open positions, margin balances, and account credits and debits.
- 12.9 The Client must review all trading reports posted online by TRADE401.
- 12.10 Unless the Client disputes them within two business days, reports and account statements posted online by TRADE401 will be deemed accurate and binding.
- 12.11 Any objections must be initially communicated via email or phone, followed by a written confirmation.
- 12.12 In case of any reporting errors, such as incorrect credits, the Client must immediately notify TRADE401. The Client is obliged to return any erroneous amounts. If TRADE401

discovers such errors, it is authorized to make necessary corrections, which may include treating it as a Deficit Balance.

12.13 By providing registration data, the Client agrees to receive commercial communications from TRADE401, its affiliates, and agents via telephone, fax, SMS, or email. This includes newsletters and promotional materials deemed relevant to the Client's trading activities.

12.14 The Client acknowledges that TRADE401 can send these communications without seeking additional consent but will stop if the Client requests no further commercial communication in writing.

12.15 The Client statements, detailing order execution times and account balances, can be generated anytime on the online trading platform. TRADE401 internal records will indicate when the Client requested the order.

12.16 Upon request, TRADE401 will provide an annual statement to the Client, outlining funds held and any charges incurred during the statement period.

### **13. Recordings**

13.1 The Client acknowledges and consents to the electronic recording of all conversations related to the Client's account(s) between the Client and TRADE401 personnel, with or without the use of an automatic tone warning device.

13.2 Furthermore, the Client agrees to the utilization of these recordings and transcripts by TRADE401, its subsidiaries, affiliates, and agents as they deem appropriate in connection with any dispute or legal proceeding that may arise.

13.3 The Client is aware that TRADE401 routinely destroys such recordings following established business procedures, and the Client hereby provides consent for such destruction.

## 14. Declaration of Source of Funds

By accepting this Agreement, the Client hereby affirms that the funds invested in the Client's account with TRADE401 do not stem from drug trafficking, human trafficking, abduction, or any other illicit criminal activity.

## 15. Agreement to OTC Order Execution

The Client acknowledges and agrees to TRADE401 executing transactions over-the-counter (OTC) and outside of a regulated market environment.

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## YOUR ACCOUNT(S) WITH US

### 16. Client Classification

Our standard practice is to consider all clients as retail clients, regardless of any specific categorizations that may apply in the client's country of residence.

### 17. Account Verification Procedures

17.1 The Client acknowledges the legal requirements for financial institutions to collect, verify, and document the identity of each individual who opens an account.

17.2 The Client recognizes TradeSmart's commitment to preventing fraud and verifying the Client's identity. To comply, the Client has supplied, or will promptly supply after account opening, specific identification information and documents as requested by TRADE401. This includes, but is not limited to, a copy of the Client's ID, a utility bill (such as a phone or property tax bill), and both sides of the Client's credit card if a deposit has been made via this method.

17.3 The Client affirms that all information provided during registration is truthful, accurate, current, and complete. The Client assures they have not assumed a false identity, misrepresented an association with another person, entity, or group, used

deceptive headers, or in any other way concealed their identity from TRADE401 for any purpose.

## 18. Withdrawal and Deposit Policies

18.1 The Client acknowledges and agrees to the following procedures for withdrawals and deposits as established by TRADE401:

- i. **Withdrawal Requests:** Compliance with documentation requirements as stipulated by Anti-Money Laundering laws, credit card companies, and TradeSmart is mandatory before processing any withdrawal requests.
- ii. **Delay in Withdrawals:** The Client is aware that withdrawal processing times may vary due to several factors, some within and others beyond TradeSmart's control.
- iii. **Credit Card Transactions:** According to credit card company regulations, funds deposited via credit card may be returned to the same card upon withdrawal. For withdrawals to a bank account following credit card deposits, TradeSmart reserves the right to choose whether to return the funds to the credit card or the bank account. Bank account withdrawals may require additional time due to enhanced security verifications.
- iv. **Exchange Rate and Fees for Credit Card Deposits:** When the account base currency differs from USD, the amount debited from the Client's credit card may slightly vary from the deposited amount due to exchange rate fluctuations and credit card company fees. The Client accepts these potential variations and agrees not to dispute or reverse these charges.
- v. **Bank Transfer Deposits:** In compliance with anti-money laundering regulations, the Client must use a bank account in their name and located in their country of residence for deposits. Withdrawals from the Client's TRADE401 account can only be refunded to the same bank account from which the funds originated.
- vi. **Alternative Payment Methods:** When using other payment methods (e.g., online payment vendors, money transfer services), the Client agrees to abide by the terms, fees, and restrictions of these services. TRADE401 may, at its discretion and in accordance with anti-money laundering policies, process withdrawals to a different method than that used for the original deposit.

## 19. Fees and Charges

- 19.1 Fees related to services provided by TRADE401 are detailed on the Trading Conditions and Charges page.
- 19.2 The Client acknowledges that TRADE401 revenue primarily comes from the spread on each transaction, which is the difference between the bid and ask price. Standard spreads for all instruments are listed under the Trading Conditions & Charges section.
- 19.3 TRADE401 reserves the right to increase or decrease spreads on any or all instruments at any time without prior notification, based on factors like market sentiment, news announcements, trading volumes, market volatility, and other internal or external factors. This may apply to individual clients or all clients simultaneously.
- 19.4 If a Client requests a specific fee structure, a commission may be charged for opening and closing positions in Forex, CFDs, and cryptocurrencies. This commission will be debited from the Client's account when TRADE401 executes these transactions.
- 19.5 Any increase or introduction of new charges will be posted on TRADE401 website in advance.
- 19.6 TRADE401 may charge incidental banking-related fees, such as wire charges for deposits/withdrawals and fees for returned checks.
- 19.7 Additional fees may include charges for statements, order cancellations, account transfers, or fees imposed by regulatory or self-regulatory organizations due to TradeSmart's provision of services.
- 19.8 Client may incur additional fees for optional, value-added services offered by TRADE401.

## 20. Rollovers and Overnight Interest:

- 20.1 A daily financing charge may apply to each open Forex, CFDs, and cryptocurrency position at the close of TRADE401 trading day.
- 20.2 This charge may be paid by or to the Client, depending on the type of position and instrument.
- 20.3 The calculation method varies by instrument type and is linked to current interest rates like LIBOR.
- 20.4 The financing charge will be credited or debited to the Client's account on the following trading day.
- 20.5 TRADE401 reserves the right to modify the financing charge calculation method, rates, and applicable instruments.
- 20.6 Commission may be charged for opening and closing certain types of positions.
- 20.7 CFD prices are linked to the market price of the base asset. Prior to the expiration of the base asset, it will be replaced, and the CFD quotation will adjust accordingly. CFDs do not have an expiration date and are continuous, with varying base assets.
- 20.8 TRADE401 has the right to decide the base asset, replacement date, and conditions.
- 20.9 Following the base asset replacement, the Client's account will be adjusted based on the quotation difference.
- 20.10 Costs include Spread Cost and a Standard Overnight Interest charge.
- 20.11 Open transactions at the end of the trading day or over the weekend are automatically rolled over to the next business day.
- 20.12 The Client may incur added or subtracted overnight interest on rolled-over transactions.

- 20.13 TRADE401 determines the overnight interest amount at its discretion.
- 20.14 TRADE401 is authorized to adjust the Client's account for overnight interest.
- 20.15 Full details on applicable charges are available at Trading Conditions and Charges.

## 21. Account Statements and Confirmations

- 21.1 The Client agrees to receive all account statements and trade confirmations electronically.
- 21.2 TRADE401 will grant the Client access to these documents through a secure, password-protected online platform.
- 21.3 The Client will have the capability to generate various reports including Daily, Monthly, and Annual account statements, which will detail transactions, profit and loss, open positions, margin balances, and account credits and debits.
- 21.4 Printed copies of Monthly account statements can be requested but may be subject to an additional fee.
- 21.5 Statements are considered delivered to the Client once TRADE401 makes them available online, regardless of whether the Client has accessed them or not.
- 21.6 The Client is obliged to inform TRADE401 of any changes to their email address.
- 21.7 This agreement to receive electronic statements remains in effect until the Client revokes it in writing, in accordance with Section 16 of this Client agreement.
- 21.8 TRADE401 reserves the right, in its sole and absolute discretion, to adjust the leverage or change the account type if the balance of an account exceeds the maximum leverage allowed for that specific account type, at any time, without prior notice.



## 22. Bonus Policy

22.1 TRADE401 may, at its sole discretion, choose to award bonuses by depositing bonus amounts into the Client's trading account. These bonuses are subject to specific terms and conditions set by TRADE401. Withdrawal of these bonus amounts by the Client is conditional upon meeting the trading requirements specified on TRADE401 website, which may be amended periodically, or as communicated to the Client.

22.2 If TRADE401 suspects or believes that the Client has engaged in fraudulent activities to claim a bonus or any other promotion, TRADE401 reserves the right to:

- i. Cancel or refuse the bonus promotion and any related Trading Agent bonus at its discretion,
- ii. Terminate the Client's access to TRADE401 services and/or end the service agreement with the Client,
- iii. Freeze the Client's Account(s) and facilitate the transfer of any remaining balance back to the Client.

22.3 In cases where TRADE401 suspects or believes that the Client has abused the terms and conditions of a bonus offer through internal hedging (using other TRADE401 accounts) or external hedging (using accounts with other brokers), TRADE401 reserves the right to cancel any bonuses and associated trades or profits linked to the Client's account(s).

22.4 Bonus promotions may be subject to restrictions in certain jurisdictions.

22.5 TRADE401 retains the sole authority to cancel or reject any bonus promotions at its discretion.

## 23. Handling of Client Assets

23.1 TRADE401 does not pay interest on any client funds deposited by the Client.

- 23.2 All funds, securities, currencies, and other properties of the Client that TRADE401 or its affiliates carry for any purpose (including safekeeping) are held by TRADE401 as security. TRADE401 has a general lien and right of set-off for any liabilities of the Client, irrespective of the number of Client's accounts or whether TRADE401 has made advances against such properties.
- 23.3 TRADE401 may, at its discretion, transfer any funds or properties of the Client between the Client's accounts without notice Client authorizes TRADE401 to pledge, re-pledge, hypothecate, invest, or loan, either separately or with other customers' properties, any securities or properties held by TRADE401 as margin or security.
- 23.4 TRADE401 is not obliged to return the identical property received or purchased for any of the Client's accounts.
- 23.5 This authorization applies to all accounts the Client has with TRADE401 and remains effective until all accounts are settled in full or until TRADE401 receives a revocation notice.
- 23.6 TradeSmart's failure to enforce its rights does not constitute a waiver of future enforcement of these rights.
- 23.7 TRADE401 is appointed as the Client's irrevocable attorney-in-fact, authorized to take necessary actions, including document execution, to protect TradeSmart's interest regarding any collateral.
- 23.8 If collateral is insufficient for the Client's debts or other obligations to TRADE401, the Client must immediately pay the full deficit upon demand.

## 24. Islamic Accounts

- 24.1 If the Client, adhering to Islamic religious beliefs that prohibit the receipt or payment of interest, cannot engage in transactions involving overnight interest and/or rollovers,

the Client may choose to convert its trading account into an Islamic Account. Such an Islamic Account will not incur or be entitled to overnight interest and/or rollovers, as specified by TradeSmart's guidelines.

24.2 When the Client designates their account as an Islamic account, they must not leave transactions open in that account for more than 14 days, and they must not misuse this privilege, as it may result in carry-over charges.

24.3 TRADE401 retains the authority to revoke the aforementioned benefit at any time and take appropriate actions at TradeSmart's sole discretion if this benefit is misused.

24.4 These actions may encompass, but are not limited to, reclassifying the Islamic Account as a regular account, retroactively implementing necessary adjustments (e.g., deducting amounts equal to interest paid by TradeSmart from the account), canceling transactions, and modifying account balances.

## 25. Affiliate Referral Declaration

25.1 Trade Smart Capital Limited may collaborate with advertising affiliates, referrers, or marketing partners ("Affiliate"), who operate independently and separately from Trade Smart Capital Limited. It is important to note that any agreement between Trade Smart Capital Limited and an Affiliate does not establish a joint venture or partnership, and the Affiliate is not considered an agent or employee of Trade Smart Capital Limited.

25.2 Trade Smart Capital Limited cannot exercise control over, endorse, or guarantee the accuracy or completeness of any information or advice that the Client may have received or may receive in the future from Trade Smart Capital Limited Affiliates, or any other individuals not directly employed by or acting on behalf of Trade Smart Capital Limited. This includes information related to the risks associated with Forex, CFDs, and cryptocurrencies trading.

25.3 Since the Affiliate is not affiliated with Trade Smart Capital Limited as an employee or agent, Trade Smart Capital Limited cannot vouch for or endorse the services offered by

the Affiliate. The Client is responsible for conducting due diligence on the Marketing Partner before using any of their services.

25.4 It is essential for the Client to understand that trading with TRADE401 requires them to directly open an account with TRADE401 provides risk disclosure information to all Customers during the account opening process, and it is imperative for Customers to carefully review this information and not rely on contrary information from any other source.

25.5 The Client acknowledges that no representations or warranties have been made by TRADE401, its employees, or agents, or any individuals associated with TRADE401 regarding future profits or losses in the Client's account.

25.6 The Client is aware that Forex, CFDs, and cryptocurrency trading carry substantial risks, and many traders experience losses. Engaging in Forex, CFDs, and cryptocurrency trading, even when following a system, course, program, research, or recommendations provided by an Affiliate, Trading Agent, or any other third party, involves a significant risk of loss. The Client understands that the use of such resources does not guarantee profits, prevent losses, or limit losses.

25.7 The Client acknowledges that Trade Smart Limited may compensate an Affiliate for referring the Client to Trade Smart Capital Limited, and such compensation may be based on a per-trade or other arrangements. The Client also has the right to be informed about the specific nature of this compensation.

25.8 The Client should be aware that, in some situations, an Affiliate may also serve as a Trading Agent. Using a Trading Agent may result in additional charges, known as markups, beyond the regular spreads offered by TRADE401.

25.9 TRADE401 shall not be held responsible for any losses incurred by the Client due to the utilization of information or advice provided by any third party, including a Trading Agent or Affiliate.

## 26. Trading Agents

- 26.1 If the Client decides to grant trading authority or control over their account to a third party, known as a "Trading Agent," whether on a discretionary or nondiscretionary basis, the Client assumes this responsibility at their own risk.
- 26.2 The Client recognizes that TRADE401, its subsidiaries, affiliates, or agents bear no responsibility for reviewing the Client's choice of a Trading Agent or the actions taken by the Trading Agent. TRADE401 does not provide recommendations in this regard.
- 26.3 The Client acknowledges and understands the following:
- i. TRADE401 does not provide any warranties or representations regarding any Trading Agent.
  - ii. TRADE401, its subsidiaries, affiliates, or agents are not liable for any losses incurred by the Client due to the actions of the Trading Agent.
  - iii. TRADE401 does not endorse or approve of the operational methods employed by the Trading Agent, either implicitly or explicitly.
- 26.4 If the Client opts to grant trading authority or control over their account to a Trading Agent, they must enter into a power of attorney agreement (POA) with the Trading Agent and provide a copy of the POA to TRADE401.
- 26.5 Upon receiving the POA, TRADE401 is authorized to follow the instructions provided by the Trading Agent until the Client notifies TRADE401 in writing of the POA's revocation or expiration. The Client authorizes TRADE401 to debit their Account as per the terms agreed upon between the Client and the Trading Agent outlined in the POA.
- 26.6 The Client acknowledges that Trading Agents and many third-party providers of trading systems, courses, programs, research, or recommendations may not be subject to government regulation. It is the Client's responsibility to conduct due diligence on the Trading Agent before utilizing their services and to ensure their competence and suitability.

26.7 The Client recognizes that they or the Trading Agent may opt to use an automated trading system. TRADE401 bears no responsibility for such systems. The Client is aware of the trading volume and resulting commissions these systems may generate and the potential impact on their Account's performance. The Client accepts the risks associated with computer use and data feed systems, including hardware or software failures, communication issues, and inaccuracies in external data feeds provided by third-party vendors. The Client agrees not to hold TRADE401 liable for any losses associated with these risks.

26.8 By using a Trading Agent or automated trading system, the Client understands that they may incur a markup, which goes beyond the regular spread typically offered by TRADE401. Specific details of any such markup will be displayed in the spread on the client trading account using the automated system and/or provided in the agreement between the Trading Agent and the Client.

26.9 Any decisions or actions taken by the Trading Agent on behalf of the Client will be attributed to the Client, and any resulting gains or losses will belong to the Client's account.

26.10 The Client agrees to indemnify and protect TRADE401 from any liabilities, losses, damages, costs, and expenses, including attorney's fees, arising directly or indirectly from the Trading Agent's management of the account. This includes all actions, instructions, or omissions by the Trading Agent.

26.11 The Client acknowledges the substantial risk associated with trading foreign exchange, commodities, Forex, CFDs, and cryptocurrencies. Therefore, the Client should carefully consider trading through TRADE401, whether via a Trading Agent or otherwise, if they do not have capital they can afford to lose.

## ACCESS AND USE OF OUR ONLINE TRADING FACILITIES

### 27. OTC Trading Policy and Client Responsibilities

27.1 Trading Over-the-Counter (OTC) implies that it occurs outside regulated exchanges. There are no assurances regarding the creditworthiness of the counterparties in your Forex, CFDs, and cryptocurrency trades. In certain scenarios, trading liquidity might diminish, potentially halting trading in Forex, CFDs, commodities, currencies, metals, indices, and cryptocurrencies. This situation can prevent the settlement of unfavorable positions, possibly leading to significant financial losses.

27.2 TRADE401 does not offer investment advice. All market recommendations, signals, information, tools, and educational materials provided or distributed by TRADE401 are for general information purposes and are based on the judgment of TradeSmart's personnel or third-party information providers. These recommendations might not align with TRADE401 or its affiliates' and employees' market positions or intentions.

27.3 The market advice and information from TRADE401 are considered reliable, but accuracy or completeness is not guaranteed. Following these recommendations does not eliminate the inherent risks in trading Forex, CFDs, and cryptocurrencies. Such market advice or information should not be interpreted as an invitation or solicitation for buying or selling any OTC transaction. The Client acknowledges their responsibility and capability to evaluate the risks and merits of any trades with TRADE401.

27.4 Clients should understand that TRADE401 forbids its representatives from managing or exercising discretion over OTC accounts. If a Client's account is traded without their authorization, they must inform TRADE401 immediately.

27.5 Margin policies of TRADE401 or those of banks/clearing houses may necessitate additional funds to properly margin the Client's account. The Client must promptly meet these margin requirements. Failure to do so may lead to the liquidation of open positions, resulting in losses. TRADE401 retains the right to decline any orders.

- 27.6 Clients must review their trading reports posted online by TRADE401 meticulously. These reports and account statements are considered conclusive unless the Client objects within two business days after posting. Objections should be initially raised via email or phone and subsequently confirmed in writing.
- 27.7 Clients should be aware that TRADE401 may set and modify rules for client accounts, including minimum account sizes, investment periods, commissions, fees, leverage per instrument, markup policies, rules about stop losses and limits, margin calls, rollovers, and other financial arrangements.
- 27.8 By reading and understanding this Client Agreement, the Client acknowledges their responsibilities and rights. This Agreement, along with the Risk Disclosure Statement and Privacy Statement, governs the Client's relationship with TRADE401. The Client is solely responsible for all decisions regarding transactions in their account. After considering the risks involved and their financial resources, the Client is prepared to assume the substantial risks of OTC trading.
- 27.9 Clients bear the responsibility to thoroughly understand all aspects of trading in Forex, CFDs, and cryptocurrencies, and the terms and conditions of TRADE401. It is crucial to ensure that all risks and arrangements are fully understood before engaging in any trading activities.

## 28. Suitability of Trading Decisions

- 28.1 While TRADE401 provides general market recommendations, these should not be interpreted as personalized advice or specific encouragement to trade with TRADE401. Therefore, TRADE401 is not required to evaluate the suitability or unsuitability of the Client engaging in Forex, cryptocurrencies, and CFDs trading with TRADE401. Any trades conducted by the Client with TRADE401 are the result of the Client's autonomous decision-making. represent an independent decision by the Client to trade with TRADE401.



## 29. Margin And Deposit Obligations

- 29.1 The Client is required to provide and maintain margin with TRADE401 in amounts and forms as TRADE401, at its sole discretion, determines necessary.
- 29.2 The margin requirements set by TRADE401 may be higher or lower than those required by other banks or brokers where trades are executed.
- 29.3 TRADE401 reserves the right to modify margin requirements at any given time.
- 29.4 The Client agrees to supply additional margin by immediate wire transfer, or another payment method deemed acceptable by TRADE401, whenever TRADE401 requires it. The Client must also promptly meet all margin calls in the manner specified by TRADE401.
- 29.5 TRADE401 may liquidate the Client's account at any time. TradeSmart's failure to enforce its rights at any point should not be interpreted as a waiver of its right to do so later.
- 29.6 TRADE401 retains the authority to limit the number and total value of open positions that the Client may hold or maintain, and to adjust margin requirements before earnings announcements, news events, or at other times, with or without prior notice, as it deems appropriate at its sole discretion.
- 29.7 Orders should be placed with enough time for execution and for the calculation of margin requirements.
- 29.8 Profits from a transaction will be added to the Client's account as an additional margin while the transaction remains open, and upon closing, as an addition to the available balance for withdrawal.
- 29.9 Losses resulting from a transaction will be deducted from the Client's account.

### 30. Risk of Fluctuation in Forex, CFDs, and Cryptocurrencies

30.1 When the Client instructs TRADE401 to engage in transactions involving Forex, CFDs, or cryptocurrencies:

- i. The Client bears full responsibility and risk for any profits or losses that result from fluctuations in Forex, CFDs, and cryptocurrencies markets.
- ii. All initial and subsequent margin deposits must be made in U.S. Dollars, EUROS, or British Pounds, with the amount to be determined at TradeSmart's sole discretion.
- iii. TRADE401 has the authority to exchange funds in the Client's account for margin into and from foreign currency at an exchange rate set by TRADE401, based on current money market rates.

### 31. Prohibitions on Unfair Trading Practices and Market Abuse

31.1 Prohibitions on Arbitrage and Market Manipulation:

- i. TRADE401 strictly prohibits arbitrage practices in trading and any manipulation of its prices, execution, and platform. This includes making transactions based on errors, omissions, or misquotes on the TRADE401 platform.
- ii. Situations involving price latency, connectivity delays, and price feed errors can result in displayed prices not accurately reflecting market rates. Arbitrage and "scalping," which exploit internet delays, are not feasible in an OTC market where the client trades directly with Liquidity Providers.
- iii. Transactions exploiting price latency or price feed errors are subject to intervention. This includes the right to nullify such transactions identified as resulting from these practices, revocation of profits, spread widening, trading blocks, and any required account adjustments, without prior notice.
- iv. If TRADE401 suspects or confirms that the Client has violated terms by hedging positions either within TRADE401 or with other brokers, it reserves the right to cancel any associated trades or profits in the Client's account(s).

### 31.2 Prevention of Market Abuse:

- i. Clients are prohibited from trading in a way that, along with others' actions, results in exposure to an underlying financial instrument's price that could constitute market abuse. This includes exposures at or above a declarable interest level set by legal or exchange regulations.
- ii. Clients must not trade with TRADE401 in connection with corporate finance events such as placements, issues, distributions, offers, takeovers, mergers, or similar activities where the Client is involved or has an interest.
- iii. Clients must not open or close positions or place orders that violate laws against insider dealing or market manipulation. TRADE401 may treat any share price trades as securities dealings under relevant laws.

31.3 If TRADE401 suspects or confirms a Client's breach of these terms or involvement in prohibited activities, it may, at its discretion and without explanation, close the relevant trade(s) and any others open at that time, and cancel any related trades or profits in the Client's account(s)

31.4 In cases of abuse of maximum trade size, TRADE401 may adjust the leverage or account type according to the traded volume, at its discretion and without needing to inform the Client.

31.5 Clients acknowledge the speculative nature of trades and agree not to engage in transactions with TRADE401 related to corporate finance activities.

31.6 Clients recognize the impropriety of impacting TRADE401 bid or offer prices through transactions in the underlying market solely for that purpose and agree to refrain from such transactions.

## **32. Order Execution, Stop Loss, and Profit Limits**

32.1 TRADE401 commits to using reasonable efforts to execute all orders it may choose to accept, at its sole discretion, based on Client's oral, written, or computerized instructions.

- 32.2 TRADE401 reserves the right to decline any order.
- 32.3 At its discretion, TRADE401 may allow the Client to set a predetermined closing price for a transaction on the trading platform via “Close at Loss” and “Close at Profit” orders, subject to the terms of this Agreement and any additional terms TRADE401 may impose.#
- 32.4 “Close at Loss” is an instruction to close a transaction at a pre-set price that is lower than the opening price for a buy transaction, and higher for a sell transaction.
- 32.5 “Close at Profit” is an instruction to close a transaction at a pre-set price that is higher than the opening price for a buy transaction, and lower for a sell transaction.
- 32.6 Authorization for Closing Transactions: Upon the Client's order and TradeSmart's acceptance, the Client authorizes TRADE401 to close the transaction at the agreed “Close at Loss” or “Close at Profit” price, without further instructions or notification.
- 32.7 TRADE401 may close a transaction when its quoted price on the trading platform matches the price set for such an order.
- 32.8 TRADE401 is not obligated to close a transaction that does not meet other agreed-upon limitations.
- 32.9 Due to market volatility and uncontrollable factors, TRADE401 cannot guarantee the execution of a “Close at Loss” order at the exact specified level. In such cases, TRADE401 will execute the order at the next available price.
- 32.10 If TradeSmart's quote moves in the Client's favor before accepting a “Limit Order” to open or close a transaction, the order will be executed at the Client's specified price, not a better one. TRADE401 retains any benefit from such price movements.
- 32.11 TRADE401 acknowledges its revenue from spreads on each transaction. If the fair market price reduces TradeSmart's spread on a specific transaction, TRADE401 may choose not to execute it and may offer an amended quote. TRADE401 may execute a transaction if the fair market price does not affect or increases its spread.

### 33.Risk(s)

- 33.1 The Client acknowledges that investing in both leveraged and non-leveraged transactions is speculative and carries a high level of risk. It is suitable only for individuals who can bear the loss of their entire margin deposit.
- 33.2 The Client understands that due to the typically low margin requirements in OTC (Over-The-Counter) trading, price fluctuations may lead to substantial losses.
- 33.3 The Client warrants that they are prepared and financially capable of assuming the risks associated with OTC trading. The Client agrees not to hold TRADE401, or any of its subsidiaries, affiliates, or agents accountable for losses incurred.
- 33.4 The Client recognizes that it is impossible to guarantee profits or ensure against losses in OTC trading.
- 33.5 The Client acknowledges that they have not received any guarantees of profit or protection from loss from TRADE401, its representatives, any introducing agents, or other entities involved with their TRADE401 account. The Client's agreement to trade is not based on any such guarantees or representations.
- 33.6 The high level of leverage available in trading Forex, CFDs, and cryptocurrencies can work both for and against the Client. While leverage can result in considerable gains, it may also lead to significant losses.
- 33.7 The Client understands that during periods of extreme market volatility, executing orders can be difficult or impossible.

### 34.Market Recommendations and Information

- 34.1 Client's Acknowledgments:
- i. Client recognizes that any market recommendations, signals, and information conveyed through various communication methods by TRADE401, its

subsidiaries, affiliates, agents, or personnel do not constitute an offer to sell or a solicitation to buy any OTC contract. Furthermore, TRADE401 does not provide investment advice.

- ii. Client acknowledges that such recommendations and information, while typically based on data from sources believed to be reliable, may solely represent the opinion of a broker. This information may be incomplete and unverified.
- iii. Client understands that TRADE401 does not make any representation, warranty, or guarantee regarding the accuracy or completeness of the information or market recommendations provided. TRADE401 shall not be held responsible for any losses or damages, including but not limited to margin loss or profit loss, resulting directly or indirectly from the use or reliance on such recommendations or information.

34.2 Client's Responsibility: The Client is solely responsible for evaluating the benefits and risks associated with any trades entered into with TRADE401, whether based on information provided by TRADE401 or otherwise.

34.3 Disclosure of Positions: The Client acknowledges that TRADE401 and/or its officers, directors, affiliates, associates, stockholders, or representatives may hold positions in, or may plan to buy or sell, Forex, CFDs, and cryptocurrencies that are the subject of market recommendations provided to the Client. The market positions of TRADE401 or any such individuals may not align with the recommendations given to the Client by TRADE401.

## TERMINATION OF CLIENTS RELATIONSHIP AND LIQUIDATION OF ASSETS

### 35.Procedures and Conditions for Account Liquidation

- 35.1 TRADE401, at its sole discretion, may take action in the following situations:
- i. Death or legal incompetence of the Client,

- ii. Client's bankruptcy filing, receiver appointment, or initiation of insolvency or similar proceedings,
- iii. Attachment filing against any of Client's accounts with TRADE401,
- iv. Insufficient margin or inadequacy of collateral for securing the account, irrespective of market quotations,
- v. Failure of the Client to provide requested information as per this agreement or applicable laws,
- vi. Trading abuses, manipulations, fraud by the Client or authorized users of the account,
- vii. Any other circumstances TRADE401 deems necessary for its protection.

Actions TRADE401 may take include:

- viii. i. Utilizing Client's funds or property in its possession to settle Client's obligations,
- ix. ii. Selling or buying any currency contracts, securities for the Client,
- x. iii. Canceling any outstanding orders, contracts, or commitments made on behalf of the Client.

35.2 These actions can be executed without the need for additional margin calls, prior notice of sale or purchase to the Client or their representatives, irrespective of the ownership status of the account.

35.3 Prior demand or notice of sale or purchase does not waive TRADE401 the right to future sales or purchases without notice as stated above.

35.4 In liquidating the Client's positions, TRADE401 may offset in the same settlement or initiate new positions as a hedge, based on its sole judgment, to protect or reduce existing positions in the Client's account.

35.5 Sales or purchases may be conducted according to TRADE401 judgment at any interbank, exchange market, public auction, or private sale. TRADE401 may buy back securities with no right of redemption.

- 35.6 If the Client's account equity or net liquidation value falls below the Minimum Margin Requirement, all open transactions will be automatically closed, irrespective of losses or profits.
- 35.7 If the Client's account balance is negative, the Client must notify TRADE401, which will then nullify the account.
- 35.8 TRADE401 and its affiliates or agents are not responsible for losses incurred due to the closure of positions as described above.
- 35.9 The Client is liable for any deficit balance in their account upon TradeSmart's demand and for any remaining deficiency after account liquidation.
- 35.10 If TRADE401 incurs expenses beyond deficit collection for any of the Client's accounts, the Client agrees to cover these expenses.

## 36. Termination

- 36.1 This Agreement will remain in effect until terminated. The Client has the right to terminate it at any time by giving TRADE401 three (3) days' prior written notice, which may be sent by email. Such termination will be effective upon TradeSmart's actual receipt of the written notice at its home office. TRADE401 also reserves the right to terminate this Agreement at any time by providing written notice to the Client. It is important to note that termination will not affect any previously initiated transactions and will not release either party from their obligations outlined in this agreement. Additionally, the Client remains responsible for any obligations arising from a deficit balance.
- 36.2 Certain sections of this Agreement, specifically Sections 14, 17, 19, 24, 31, and 42, will remain in effect even after the termination of this Agreement for any reason.



## GENERAL PROVISIONS

### 37. Representations and Warranties

37.1 The Client affirms and assures the following:

- i. If the Client is an individual, they are of sound mind, of legal age, and possess legal competence.
- ii. If the Client is not an individual,
  - o The Client is properly organized and legally established under the relevant laws of its jurisdiction.
  - o The execution, delivery, and performance of this Agreement, as well as all Contracts and other transactions mentioned herein, have been duly authorized by the Client.
  - o Each person acting on behalf of the Client, who executes and delivers this Agreement and all other transactions, has been properly authorized by the Client to do so.
- iii. No person other than the Client has or will have an interest in the Client's accounts, and the Client has not granted or will not grant any security interest in their account with TRADE401 (except the security interest granted to TRADE401 hereunder) to any individual without prior written consent from TRADE401. The Client fully owns all collateral and will not grant any security interest in any collateral to anyone (except the security interest granted to TRADE401 hereunder) without TradeSmart's prior written consent.
- iv. The Client hereby assures that, despite any future determination to the contrary, they are suitable for trading OTC (Over-The-Counter).
- v. The Client is currently not employed by any exchange, any corporation majority-owned by any exchange, any member of any exchange, any firm registered on any exchange, or any bank, trust, or insurance company. If the Client becomes employed in any such capacity, they will promptly notify TRADE401 in writing at TradeSmart's home office.

- vi. The Client will execute and deliver all necessary documents, provide required notices, make mandated filings, and take any other actions as determined necessary or desirable by TRADE401, at its sole discretion, to establish or perfect any security interest in favor of TRADE401 or safeguard TradeSmart's interests concerning any Collateral.
- vii. The Client has thoroughly read and comprehended the provisions contained in this Agreement, including TradeSmart's Risk Disclosure Statement and Privacy Statement.
- viii. The Client will periodically review this Agreement.
- ix. The Client will not execute any transactions in their account unless they fully understand this Agreement. The Client agrees that by executing any transaction, they represent that they have read and comprehended this Agreement in effect at the time of such transaction.
- x. The Client agrees to and shall consistently comply with all applicable laws, statutes, and regulations. The Client declares that executing and delivering this Agreement, as well as performing all obligations specified under this Agreement and any other transactions herein, will not breach any applicable statutes, rules, regulations, ordinances, charters, by-laws, or policies. The Client will not use their TRADE401 account for any illegal activities.

### **38. Management of Conflicts of Interest**

38.1 TRADE401 is obligated to establish and maintain effective organizational and administrative measures. These are to ensure that all reasonable steps are taken to identify, manage, disclose, and document any conflicts of interest that may arise.

38.2 In situations where the measures implemented by TRADE401 to handle conflicts of interest are not adequate to guarantee with reasonable certainty that the risk of harm to client interests is prevented, TRADE401 is required to transparently inform the client about the general nature and sources of these conflicts of interest prior to conducting any business on behalf of the client.

### 39. Liability Limitations and Third-Party License Terms

- 39.1 TRADE401 and its affiliates or agents are not liable for any loss or damage arising from uncontrollable events, including, but not limited to, delays or inaccuracies due to transmission or communication failures or power outages.
- 39.2 TRADE401 does not guarantee uninterrupted or error-free operation of its trading platform or services, including Third Party Licenses. These are provided "AS IS" without any warranties except as explicitly stated in this Agreement.
- 39.3 TRADE401 will not be liable for any direct, indirect, punitive, incidental, special, or consequential damages from using or inability to use its trading platform or services. This includes, but is not limited to, lost profits, business loss, trading losses, data loss, unauthorized data access, alteration, theft, destruction, or the cost of substitute goods or services.
- 39.4 The Client agrees that this liability limitation is a fair risk distribution and is crucial to this Agreement. Without it, the Agreement's economic terms would be significantly different.
- 39.5 This limitation applies to all liabilities, whether based on contract, tort, negligence, strict liability, or otherwise, even if advised of the potential damage.
- 39.6 TRADE401 and its affiliates or agents are not responsible for unusable data, lost or corrupt Client transactions or data, regardless of the cause.
- 39.7 Liability exclusion also applies to issues arising from third-party software, networking goods, services, internet problems, or events beyond TRADE401 control.
- 39.8 TRADE401 disclaims liability for any internet security breaches or connection disruptions or delays.

39.9 Prices quoted by TRADE401 in the OTC market may vary from other OTC counterparties.

39.10 TRADE401 is not liable for account balance errors due to quoting or execution errors, including but not limited to mistyped quotes, unrepresentative market prices, dealer errors, hardware, software, communication line failures, or inaccurate external data.

39.11 In case of erroneous or outdated quotes, TradeSmart may offer an alternative quote or transaction continuation at its discretion.

39.12 TradeSmart and its affiliates or agents are not liable for any loss or damage related to the reset process due to quoting or execution errors.

39.13 Third-Party Licenses:

- i. Third-party software included in TradeSmart's platform is subject to this Agreement's terms.
- ii. Client must comply with the terms of any provided Third-Party Licenses.
- iii. No warranties, indemnities, or support are provided for Third-Party Licenses, and TradeSmart has no related liability.
- iv. "Third-Party Licenses" refers to licenses for third-party software used in the trading platform.

39.14 Default of Credit Institution and Monitoring:

- i. TradeSmart is not liable for losses to clients due to defaults of appointed credit institutions.
- ii. TradeSmart conducts ongoing risk assessments of appointed credit institutions to ensure their reliability.
- iii. Details of appointed credit institutions are available to retail clients upon request.
- iv. If the Client objects to TradeSmart depositing funds with a particular credit institution, these funds will be returned to the Client promptly.

## 40. Indemnification Clause

40.1 The Client agrees to indemnify and hold harmless TradeSmart, its subsidiaries, affiliates, employees, agents, successors, and assigns (collectively referred to as "TradeSmart Indemnitees") from any liabilities, losses, damages, costs, and expenses, including attorney's fees, that arise due to the Client's failure to fulfill their obligations under this Agreement or any Third-Party License, or if the Client's representations and warranties are not true and correct.

40.2 The Client also agrees to promptly reimburse TradeSmart Indemnitees for all damages, costs, and expenses, including attorney's fees, incurred in enforcing this Agreement and any other agreements between TradeSmart and the Client.

40.3 In addition to any other limitations of liability in this Agreement, TradeSmart Indemnitees are not liable and are released from all claims and losses if the cause is attributable to:

- i. The Client's actions or failure to act,
- ii. Unauthorized or authorized access to the Client's account by any third party,
- iii. System malfunctions, equipment failures, interruptions, or unavailability, whether it's the Client's or TradeSmart equipment,
- iv. Delays, failures, or errors in processing instructions,
- v. Incomplete or incorrect instructions received from the Client by TradeSmart, or
- vi. The Client's or any third party's reliance on financial and market data, quotes, news, analyst opinions, research reports, graphs, or any other information available through the trading platform or any Third-Party License, whether for trading or other purposes.

40.4 TradeSmart reserves the right to offset any liabilities of the Client under this section from the Client's account.

## 41. Disclosure of Financial Details

- 41.1 The Client assures that the financial information provided in their application is an accurate reflection of their current financial status.
- 41.2 The Client affirms that they have carefully assessed the portion of their assets that they classify as risk capital.
- 41.3 The Client acknowledges that risk capital represents the funds they are willing to expose to risk, and any potential loss of this capital will not significantly impact on their lifestyle.
- 41.4 The Client agrees to promptly notify us if any changes in their financial situation occur that result in a reduction of their net worth, liquid assets, or risk capital.

## 42. Information Disclosure

- 42.1 TradeSmart commits not to share or trade customer and prospective customer information, with the exception of necessary sharing with its employees, agents, partners, and associates as part of regular business operations. This may include sharing with TradeSmart banking or credit partners, or other entities mentioned in TradeSmart's Privacy Statement.
- 42.2 TradeSmart may also divulge information about the Client and the Client's transactions to federal or state regulatory bodies and law enforcement authorities when requested or when legally compelled by a court order or subpoena.
- 42.3 TradeSmart may share statistical data without revealing the Client's identity.

### 43. Tax Handling

- 43.1 The Client acknowledges and agrees that, in general, TradeSmart does not handle the collection of taxes for any authority in any form or manner.
- 43.2 Without limiting the above, it is the Client's sole responsibility to calculate and fulfill all tax obligations applicable to their country of residence or arising from their trading activities through TradeSmart's services.
- 43.3 While emphasizing the Client's primary responsibility for tax payments, the Client accepts that TradeSmart may, as required by TradeSmart law, but without any obligation to do so, deduct taxes from the results of the Client's activities with TradeSmart.
- 43.4 The Client acknowledges that any withdrawals made from the Client's account represent "gross amounts" from which TradeSmart may deduct taxes if necessary. The Client shall have no claims against TradeSmart regarding such deductions.

### 44. Protection of Intellectual Rights and Confidentiality

- 44.1 All copyrights, trademarks, trade secrets, and other intellectual property rights, as well as proprietary rights related to the TradeSmart website, its entire content, and any associated materials ("TradeSmart IP"), will consistently remain the exclusive property of Trade Smart Capital Limited and its licensors. In the case of third-party materials available on the TradeSmart website, these rights belong to the respective third parties. Customers are not entitled to any rights or interests in Trade Smart Capital Limited IP, except for the right to access and utilize the TradeSmart Group IP as specified in this agreement.
- 44.2 The Client acknowledges that Trade Smart Capital Limited IP is confidential and has been developed through substantial skill, time, effort, and financial resources.
- 44.3 The Client agrees to maintain the confidentiality of Trade Smart Capital Limited IP and shall not provide website access to any third party.

- 44.4 The Client will refrain from publishing, distributing, or otherwise making information derived from or related to Trade Smart Capital Limited IP available to third parties.
- 44.5 The Client shall not engage in activities such as copying, modifying, decompiling, reverse engineering, or creating derivative works based on Trade Smart Capital Limited IP or its operation methods.
- 44.6 If the Client has suggestions or feedback on TradeSmart's services, they are encouraged to contact TradeSmart. By doing so, the Client grants TradeSmart a perpetual, royalty-free, irrevocable, transferable license, with the right to sublicense, to use and incorporate the Client's ideas or feedback into TradeSmart's services and to exploit them in any manner, without any obligation to provide compensation.

## 45. Governing Law and Jurisdiction

- 45.1 This Agreement, along with the rights and obligations of the parties involved, and any legal or administrative actions or proceedings arising directly or indirectly from this Agreement or related to the transactions it contemplates, shall be governed and interpreted exclusively under the laws of Saint Lucia. Both TradeSmart and the Client irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Saint Lucia for any related legal matters.

## 46. Legal Limitations

- 46.1 The Client is aware that regulations related to financial contracts vary across different regions worldwide. It is the Client's sole responsibility to ensure full compliance with all laws, regulations, and directives relevant to their country of residence concerning the use of the Website.
- 46.2 It should be clarified that the ability to access TradeSmart's Website does not automatically imply that TradeSmart's services or the Client's activities through the



platform are lawful according to the laws, regulations, or directives pertinent to the Client's country of residence.

46.3 This Website should not be considered, and must not be employed for the purpose of, making an offer or solicitation to any individual in any jurisdiction where such offer or solicitation is not authorized or where it is unlawful to make such an offer or solicitation.

46.4 Access to this Website and the provision of financial contracts through this platform may be subject to restrictions in specific jurisdictions. Therefore, users accessing this site must acquaint themselves with and

46.5 Client's Acknowledgment of Regulatory Compliance: The Client recognizes that all transactions under this Agreement are subject to the above-mentioned regulatory obligations. The Client understands that they do not acquire any separate legal or contractual rights regarding these regulatory requirements.

**THE CLIENT ACKNOWLEDGES RECEIPT, UNDERSTANDING, AND AGREEMENT TO ALL TERMS AND CONDITIONS SET FORTH IN THE PRECEDING CLIENT AGREEMENT. THE CLIENT HEREBY COMMITS TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.**