



# Ventury

SMART TRADE LIMITED

**RISK WARNING:** Trading leveraged derivative products such as Foreign Exchange (Forex), Contracts for Difference (CFDs) or other financial derivative products carries a high level of risk to your capital. All these products, which are leveraged derivative products, may not be appropriate for all investors. The effect of leverage is that both gains and losses are magnified. The prices of leveraged derivative products may change to your disadvantage very quickly, it is possible for you to lose more than your invested capital and you may be required to make further payments. Before deciding to invest in any financial product, you should carefully consider your investment objectives, trading knowledge and experience and affordability. You should only trade in Forex and CFDs if you have sufficient knowledge and experience of the risky nature of the products, the risks involved in trading such products and if you are dealing with money that you can afford to lose. You should seek independent professional financial advice if you are in any doubt.

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### TERMS AND CONDITIONS

This document is part of a wider agreement between you (also referred to as “our client”, “the client”, “your” and “yourself”) and Smart Trade Limited (also referred to as “we”, “us”, “our” or “the Company”) and sets out the terms and conditions (referred to as “Terms”) governing your trading account (referred to as “Account”) and all trading carried out in your Account with us.

## 1. INTRODUCTION

In these Terms certain words and expressions that begin with capital letters have the meanings set out in the relevant clause or paragraph in which they appear or as set out in Schedule 1.

Our agreement with you consists of several documents and also certain key product information that can be accessed through our Website or our Platform. All the documents provided in the document section of the website will form a part of this agreement are together referred to herein as the “Agreement”.

There are additional documents and information available to you on our Website and through our Platform that provide more details on us and your activities carried on with us, but which are all part of the Agreement.

For your own benefit and protection, you should take sufficient time to read the Agreement, as well as the additional documents and information available on our Website and through our Platform, before you apply to open an Account and/or place any Forex, CFD and Range Spread Trades on our available Platforms. This Client Agreement contains important information about yours and our rights and obligations in relation to the services we agree to provide you. You should contact us as promptly as possible to ask for further information or if there is anything you do not understand.

It is our intention that:

the Agreement and the documents on the website contains all the terms and conditions that govern our relationship and your activities carried on with us through our Platform;  
the Agreement supersedes any prior oral or written representations, arrangements, understandings and/or agreements between you and us which relate to your activities carried on through our Platform; and any acts, omissions or representations (oral or otherwise) made by you or us (including any of our staff and/or client management team who you have dealings with) shall not amend or take priority over the Agreement.

## 2. GENERAL INFORMATION

### Our Services

Subject to the Terms of this Client Agreement and acceptance of your application to open an Account with us, we will maintain one or more Accounts in your name and will provide execution-only brokerage services for Forex Transactions and CFD Transactions and provide brokerage services for Transactions in such other products as we may, in our sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all contracts and Transactions entered into between us shall be governed by the Terms of this Client Agreement, as amended from time to time.

### Commencement

This Client Agreement supersedes any previous agreement between us on the same subject matter and takes effect when you signify your acceptance of this Client Agreement by executing the Client Account Application. By executing the Client Account Application, you confirm that you have read, understood and agree to be bound by this Client Agreement

### 3. INTERPRETATION

#### General Interpretations

A reference in this Client Agreement to a “Clause” or “Schedule” will be construed as a reference to, respectively, a Clause of or Schedule to this Client Agreement, unless the context requires otherwise. References in this Client Agreement to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment. A reference in this Client Agreement to any “Document” will be construed to include any electronic document. References to persons include body corporates, unincorporated associations and partnerships/persons, firms, companies, corporations, governments, states or agencies of a state or any associations or partnerships of two or more such persons (whether or not having separate legal personality). The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires. Words and phrases defined in the FSC’s Rules have the same meanings in this Client Agreement unless expressly defined in this Client Agreement. Any times or deadlines referred to in this Client Agreement, whether by reference to specific hours or otherwise, are based on Eastern Standard Time.

#### This Agreement and its Schedules

The Schedules form part of this Client Agreement. We may from time to time send to you further schedules with respect to a specific Market or class of Financial Instruments or Commodity which will also form part of this Client Agreement.

#### Headings

Headings are for ease of reference only and do not form part of this Client Agreement.

#### Time of Essence

Time will be of the essence in respect of all obligations of yours under or in connection with this Client Agreement and any Transaction.

### 4. REGULATORY MATTERS

#### Our Regulatory Status

Smart Trade Limited, a company incorporated in Mauritius with registered address at Premier Business Centre, 14 Poudriere Street, 10<sup>th</sup> Floor Sterling Tower, Port Louis, Mauritius, holds an Investment Dealer (Full Service Dealer excluding underwriting) license and is authorized and regulated by the Mauritius Financial Services Commission.

## Client Categorization

For the purposes of the services provided by the Company under this Client Agreement, subject to clauses 4.2.2 & 4.2.3, for the purposes of Applicable Regulations we will treat you as a Private Client, unless we have informed you otherwise in writing.

#### Non-Advised Trade Execution

4.3.1 We deal with you as an Agency broker. This means the Company operates on an execution- only basis, where any Trades placed by you on our trading Platforms will be transmitted through our Platforms directly to our various Liquidity Providers for execution.

4.3.2 We do not provide investment, financial legal, tax, regulatory or similar advice. We will not make personal recommendations to you or provide you advice on the merits or suitability of purchasing, selling or otherwise dealing in particular investment or executing particular Transactions, their legal, tax, accounting or other consequences or the composition of any account or any other rights or obligations attaching to such investments or Transactions. Your execution of the Client Account Application acknowledges that it is your decision as to whether to deal in particular investments or execute particular transactions and that the Company takes no responsibility for the suitability of any Trade placed by you in accordance with your personal circumstances.

4.3.3 Any information supplied by or on our behalf should not (and will not be deemed to) be taken to constitute advice to you on the suitability, risks and merits or demerits of any specific Trade. You should bear in mind that merely explaining the terms of a Transaction or Financial Instrument or its performance characteristics does not itself amount to advice on the merits of the investment.

4.3.4 Any information or other features provided to you on our Website, through our Platform, via e-mail or via telephone, at any training events or otherwise, is generic and must not be treated as advice that is suitable for you or as advice that is based on a consideration of your personal circumstances. Such information and features are provided merely to assist you in exercising your own judgment when trading on our Platform and we are not responsible for any investment decisions that you make.

4.3.5 You acknowledge and agree that you are capable of assessing the merits of and understand and accept the nature and risks of Trades entered into under this Agreement, and that you do not and will not rely on advice from us in relation to the merits of any Trade.

4.3.6 Your execution and submission of the Client Account Application will be treated as your acknowledgment that you are aware that we deal with you on as your Agency broker operating on an execution only service and that you have not asked for nor received advice.

4.3.7 If you believe that you have been provided with investment advice, you acknowledge that it is given without authority and you should not rely upon it.

4.3.8 Where we do provide general trading recommendations, Market commentary or other information:

This is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to a personal recommendation or to advice;

We give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the legal, tax or accountancy consequences of any Transaction; Where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on contrary to that restriction.

#### Complaints or Disputes

4.4.1 We maintain a 'Complaints Procedure', which we publish on our website and which you agree contains the procedures that will govern any client complaints or disputes in connection with the performance of any services, you should contact us to assist us in resolving your complaint or dispute quickly we recommend that you notify us of your complaint or dispute promptly and in writing, with full details of the relevant complaint or dispute. To assist us with investigating your complaint, you should keep your own records of the cause of your complaint and details of dates and times of specific contraventions in relation to your complaint.

#### Governing Law and Jurisdiction

4.5.1 A Transaction which is subject to the Rules of a Market shall be governed by the law applicable to it under those Rules. Subject to the immediately preceding sentence, this Agreement and all Transactions will be governed by and construed in accordance with the laws of Mauritius.

#### Subject to Applicable Regulations

4.6.1 This Client Agreement and all Transactions are subject to Applicable Regulations so that: If there is any conflict between this Client Agreement and any Applicable Regulations, the latter will prevail; and, We may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you.

4.6.2 You acknowledge that you are solely responsible for, and that neither the Company nor any of its Affiliates has any responsibility for, your compliance with any laws, Applicable Regulations or rules applicable to your use of the services provided by us under this Client Agreement including, but not limited to, any laws, Applicable Regulations or rules, in your or any other jurisdiction, relating to tax, foreign exchange and capital control, and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile, residence or tax-paying status.

#### Risk Disclosures

4.7.1 In Schedule 2 you are provided with a General Risk Disclosure Notice in compliance with FSC Rules. The General Risk Disclosure Notice sets out the particular investment risk of investing in complex financial instruments. Your execution of the Client Account Application will be treated as your informed acknowledgment that you have carefully read and are prepared to accept the risks outlined in the General Risk Disclosure Notice of this Client Agreement and the Risk Warning Notice available on our website.

4.7.2 If there is anything you do not understand it is recommended that you seek professional independent financial and/or legal advice, in particular, regarding the appropriateness of trading in

complex financial instruments in accordance with your knowledge and experience, personal and financial circumstances.

4.7.3 You should note, in particular, that trading on Margin involves significant risks and that: you can lose more than your Initial Margin and in certain circumstances your losses may be unlimited; if the Market moves against your position or Margin rates are increased there may be insufficient money in your Account to satisfy Margin requirements and we may automatically liquidate any or all of your positions at a loss;

The Company does not guarantee the performance of any given trading Account, Platform nor that will any trading account achieve a particular rate of return.

#### Conflicts of Interests

4.8.1 We are required to have arrangements in place to manage conflicts of interest between us and our clients and between different clients. We operate in accordance with a conflicts of interest policy we have put in place for this purpose (which may be revised or updated from time to time) pursuant to Applicable Regulations in which we have identified those situations in which there may be a conflict of interest, and in each case, the steps we have taken to manage that conflict.

4.8.2 We shall not be obliged to disclose to you or take into consideration any fact, matter or finding which might involve a breach of duty or confidence to any other person, or which comes to the notice of any of our directors, officers, employees or agents but does not come to the actual notice of the individual or individuals dealing with you.

4.8.3 The relationship between you and us is as described in this Client Agreement. Neither that relationship, nor the services we provide nor any other matter, will give rise to any fiduciary or equitable duties on our part or on the part of any of our Affiliates. As a result, we or any of our Affiliates involved in doing business with or for you may act as both Market marker and broker, principal and agent and we or any of our Affiliates may do business with other clients and other investors whether for our own or such Affiliate's own account.

4.8.4 You accept that we and our Affiliates may either:  
have interests which conflict with your interest's, or  
owe duties which conflict with duties which would otherwise be owed to you, and in either case (i); or  
you consent to our acting in any manner which we consider appropriate in such cases subject to Applicable Regulations.

#### Market Abuse

4.9.1 By entering into any Transaction you are not acting in any way which is intended to or may be considered to be "Insider Dealing" or "Market Abuse" a defined term in the Act, nor are you acting with the intention of contravening any other provision of the Act, the FSC Rules, or any other Applicable Regulation.

4.9.2 For the purposes of this clause 4.9 you agree that we may proceed on the basis that, when you open or close a Trade with us in a Market, you may be treated as dealing in securities within the meaning of any law, FSC Rule or Applicable regulation against Market Abuse; and

4.9.3 You acknowledge that it would be improper for you to deal in the Market if the sole purpose of such a transaction was to impact on our bid or offer prices, and you agree not to conduct any such transactions.

## 5. CHARGES AND PAYMENTS

### Charges

5.1.1 You will pay our charges as agreed with you from time to time or we may deduct such charges from any funds held by us on your behalf.

5.1.2 We may charge a mark-up or mark-down (the difference between the price at which we take a principal position and the Transaction execution price with you).

5.1.3 We may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down.

5.1.4 Where your Account was introduced to us by an introducing broker a portion of the charges or Commissions paid by you may be given to the introducing broker.

5.1.5 Trading Benefits - in the event where the Client agrees to participate in a bonus scheme and/or other promotion and/or contest and/or accept to receive a trading benefit, the Client acknowledges and agrees to the Trading Benefits General Terms and Conditions available on the Company's website at all times and any special terms provided and applicable.

### Currency Indemnity.

If we receive or recover any amount in respect of an obligation of yours in a Currency other than that in which such amount was payable, whether pursuant to a judgment of any court or otherwise, you shall indemnify us and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a Currency other than the Currency in which it was due.

### Incidental Fees

The Company may charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees. The Company reserves the right to change its fee structure and/or parameters at any time without notice. Fees do not currently, but may in the future include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, Market or other regulatory or self-regulatory organization arising out of the Company provision of services hereunder. Client may incur additional fees for the purchase of optional, value-added services offered by the Company.

### Conversion of Foreign Currency Amounts

If you direct the Company to fund Margin from funds denominated in a foreign currency held on your Account, the Company will be authorized to convert those funds for Margin at a rate of exchange

determined by the Company, who will not be liable to you for any loss suffered by you as a result of any such conversion.

#### Payments and Deliveries Net

Unless we give you written notice to the contrary, all payments and deliveries between us shall be made on a net basis and we shall not be obliged to deliver any asset or make any payment to you or both (as the case may be) unless and until we have received from you the appropriate documents and any cleared funds.

#### Remuneration and Sharing Charges

We may receive remuneration from or share a percentage of our charges with any Affiliates or third parties who have introduced you to us or in connection with Transactions carried out on your behalf. Details of such remuneration or sharing arrangements will be made available to you on written request.

#### 6. RIGHT OF SET-OFF

We may at any time set off, without prior notice to you or any other requirement, any obligation (whether or not such obligation is matured or contingent, whether or not arising under this Client Agreement or under or in connection with any other agreement, transaction or instrument, and regardless of the currency, place of payment or booking office of the obligation) you or any of your Affiliates may from time to time owe to us or any of our Affiliates, as reasonably determined by us, against any obligation (whether or not such obligation is matured or contingent, whether or not arising under this Client Agreement or under or in connection with any other agreement, transaction or instrument, and regardless of the currency, place of payment or booking office of the obligation) we or any of our Affiliates may then owe to you or any of your Affiliates, as reasonably determined by us.

For the purpose of any cross-currency set-off, we may convert either obligation at the applicable Market exchange rate selected by us on the relevant date.

If the amount of any obligation is unascertained, we may in good faith estimate that amount and set off in respect of the estimate, subject to us accounting to you when the amount of the obligation is ascertained.

Our rights under this clause 6 will be in addition to any other right of set-off or similar right we may have, whether as a matter of contract, under common law, or otherwise.

#### 7. TAXES

You are responsible for all taxes that may arise as a result of or in connection with a Transaction, whether under current or changed law or practice. We shall have no responsibility for any of your tax liabilities, or for providing information or advice in respect of such liabilities and shall not be responsible for notifying you of a change in tax law or practice.

You shall indemnify us and hold us harmless for and against all costs, claims, demands and expenses arising as a result of or in connection with any failure by you to reimburse the Indemnified Party in accordance with this clause.

## 8. MATERIAL INTERESTS AND INFORMATION BARRIERS

### Material Interests

8.1.1 Your attention is drawn to the fact that when we deal with you or for you, we or an Affiliate or some other person connected with us may have another interest, relationship or arrangement that is material. Without limiting the nature of such interests, examples include where we or an Affiliate could be:

Dealing or quoting prices to the Markets, in the investment, a related investment or an asset underlying the investment, as principal for our (or its) own account or that of someone else. This could include selling to you or buying from you and also dealing with or using the services of an intermediate broker or other agent who may be an Affiliate; Matching (e.g. by way of a cross) your Transaction with that of another Client by acting on his behalf as well as yours;

Advising and providing other services to Affiliates or other Clients who may have interests in investments underlying assets which conflict with your own.

8.1.2 You accept that we and our Affiliates may have interests which conflict with your interests and may owe duties which conflict with duties which would otherwise be owed to you, and consent to our acting in any manner which we consider appropriate in such cases subject to Applicable Regulations.

### No liability to Disclose or Account

We will comply with Applicable Regulations binding on us, but we shall be under no further duty to disclose any interest to you, including any benefit, profit, commission or other remuneration made or received by reason of any Transaction or any related transaction or position.

### Information Barriers

Where necessary we maintain arrangements which restrict access by our employees to information relating to areas of our business (and that of Affiliates) with which, and the affairs of clients with whom, they are not directly concerned. Accordingly, we shall not be required to have regard to or disclose to you.

## 9. ACCOUNT OPENING

9.1.1 An Account must be opened prior to entering into any Transaction with the Company. No Orders can be placed until an Account has been opened and cleared funds received.

9.1.2 Without prejudice to the foregoing, if the Company permits you to place an Order notwithstanding that an Account has not been opened, or cleared funds received, this shall not limit your liability to the Company pursuant to this Client Agreement in respect of the Order placed. The Company may, at its absolute discretion, refuse to accept you as a client for whatever reason but will notify you of any such refusal, without giving any reasons, as soon as reasonably practicable.

9.1.3 You must record information regarding your investment knowledge and experience in the Client Account Application. On the basis of this information and in accordance with the Applicable Regulations, we will use the information we have about you to assess whether or not you have sufficient knowledge and experience to understand the risks involved in trading Forex, Range Spreads, CFDs or other leveraged derivative products on our trading Platforms and subsequently whether a trading Account is appropriate for you.

9.1.4 We may rely on the information that you provide us in your Client Account Application as being correct at all times, unless you notify us otherwise. It is your responsibility to promptly inform us in writing if at any time during your relationship with the Company you become aware of any information or circumstances which might reasonably indicate that our initial assessment should be changed.

9.1.5 To assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you acknowledge and agree that we may:

make periodic searches and enquiries about you and any Related Party at credit reference agencies, and your employers and any other relevant parties (as applicable);  
disclose information to organizations involved in fraud prevention.

9.1.6 When your Account is opened you will have access to the Trading Systems or Platforms enabled by a password which shall be for your personal use only and which you shall keep secret and not disclose to any third party nor allow any third party to use or otherwise gain access to the Trading Systems in your name or on your Account.

9.1.7 You accept full responsibility for any transaction that may occur on an account opened, held or accessed through the use of the password provided by the Company, even if such use may be unauthorized or wrongful. You agree to accept full responsibility for the use of the on-line trading facility, for any orders transmitted through the on-line trading facility and for all communications and the accuracy of all information sent via the on-line trading facility using your name, password or any other personal identification means implemented to identify you.

9.1.8 You warrant and agree that any person who is in possession of any password has been authorized by you, and you acknowledge that you will be responsible for any actions on the account associated with the use of its password. You agree to notify the Company immediately should you become aware of any unauthorized use, loss or theft of your, username, password or account numbers; or inaccurate information with respect to the content of statements including, cash balances, open positions or transaction history.

9.1.9 Access to the Trading Platforms is furnished pursuant to a non-exclusive, non-transferable, revocable license and their use is subject to the terms of this Agreement.

9.1.10 If the Company decides, at its absolute discretion, not to onboard you or open you an account, you will be automatically directed to SmartCFD, a company in Comoros with registered address, Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros , which will onboard you.

## 10. COMMUNICATIONS

Language of Communication

10.1.1 All the Company standard documents will be available in English. If a document is translated into another language this will be for convenience purposes only and the English version will prevail.

10.1.2 Where we are able and it is commercially reasonable to do so, we will endeavor to provide you with documentation and communications in your choice of language; however, we reserve the right to communicate with you in English so long as this Agreement is in effect.

#### Communications in Writing

10.2.1 Where the Agreement or Applicable Regulation requires us to communicate with you 'in writing', we will generally make such communications to you via e-mail, although on certain occasions we may use post if doing so is more appropriate or required under the circumstances or by Applicable Regulations and if we have your postal contact details.

10.2.2 Where the Agreement requires you to communicate to us in writing, you can either send us a secure message through our Website's Chat facility (which directs your messages to the Company Support Team), or send us an e-mail from the e-mail address associated with your Account to support@venturyfx.com or send us a letter by post, but be aware that messages will reach us quicker if they are sent electronically through Chat or email.

10.2.3 You consent to us providing you with information through our Platform, by e-mail and/or by placing information on our Website. You also authorize us to communicate with you by letter, telephone, text message ("SMS") or e-mail, to discuss matters in relation to your Account, at any time whatsoever and agree that we may record all such communications.

### 11. ACCOUNT PAYMENTS

#### The Cash Balance of Your Account

11.1.1 Your Account will be credited from time to time with the amount of each payment of Margin, by any potential Realized Profits payable arising as a result of or in connection with a Transaction and any other payment received by us from you pursuant to this Client Agreement;

11.1.2 Your Account will be debited from time to time by the amount of each payment made by us to you at your request pursuant to this Client Agreement, by the deduction of our charges and by potential Realized Losses payable arising as a result of or in connection with a Transaction.

11.1.3 Unless otherwise agreed, you acknowledge and agree that no interest will accrue on any cash balance in your Account and that the Company will not be liable to pay you any such interest.

#### Base Currency

11.2.1 You shall designate a base currency for your Account which shall either be UK Pounds Sterling, US Dollars, Euros or any other currency agreed in advance with us referred to as the "Account Base Currency").

11.2.2 Any sums deposited in your Account, if in a Currency other than the Account Base Currency, may be converted to that Account Base Currency at the prevailing conversion rate as designated by us unless alternative instructions from you are accepted by us.

11.2.3 If any interest costs, commission and other charges to be debited to your Account are in a currency other than the Account Base Currency they may be converted to that Account Base Currency at the prevailing conversion rate as designated by us.

11.2.4 All payments from your Account will be made on your request in the Account Base Currency unless another Currency is agreed in advance between you and us and will be made by BACS transfer, Telegraphic Transfer, SWIFT or, where payments were made by debit or credit card, and it is permitted, transfer of funds to the relevant credit or debit card account. We shall not be obliged to make any payment to you unless your cash balance remaining after making the payment would be sufficient to cover your Margin and any unrealized losses in relation to your open Transactions on your Accounts.

#### Payment and Withdrawal Conditions

11.3.1 You agree to make payments due to us under this Client Agreement in accordance with the following Terms: all electronic or telegraphic transfer or other bank fees in respect of payments by you will be your sole responsibility; and any payment made to us will only be treated as received when we receive cleared funds

11.3.2 We may in our sole and reasonable discretion refuse or delay giving effect to your request for a withdrawal of money from your Account (in whole or in part), including as a result of any request to close that Account, if any of the following apply (or, where applicable, we reasonably consider that they apply):

on any calendar day, you have already made an exceptionally high number of requests (as determined by the Company) to withdraw money from that Account; the money is required:

i. to cover any Commission, Realized Losses or net unrealized loss in respect of your Forex and CFD Margin Trades on your Account;

ii. to ensure that your Cash is greater than zero on your Account;

the money may be required to meet a payment obligation on that Account that is due or reasonably likely to fall due within the next five (5) Business Days;

we need the money to make a Deduction or exercise our right of Set-Off or to cover any other fees or costs payable in respect of that Account in accordance with the Agreement or Applicable Regulations (including, but not limited to, any fees for market data or for tax purposes);

we are required to do so under Applicable Regulations or we reasonably suspect that there has been a breach of Applicable Regulations; there is an unresolved dispute or a potential dispute between us and you in connection with the Agreement, including where you have breached the Agreement or we know or reasonably suspect that you may breach the Agreement; or we know or reasonably suspect that the instruction has been provided by an Authorized Person acting pursuant to a limited power of attorney, and we will (except in some cases where (e) above applies) notify you as soon as reasonably practicable if we decide to refuse or delay giving effect to your request for a withdrawal and such action shall be as a result of any Exceptional Circumstance.

11.3.3 If your Account has a negative Cash value following Account Close-Out or termination of this Agreement, that negative Cash value represents a debt owed to us which at our sole discretion can be due and payable immediately.

11.3.4 Under certain circumstances there may be a delay in processing your payments or withdrawals. Such delay may be due to the time it takes for our systems to process the payments or withdrawals,

circumstances outside our control or an issue in relation to your payments or withdrawals that we may be attempting to resolve to comply with Applicable Regulations.

11.3.5 Please note that as part of the measures we take to prevent money laundering and fraud, withdrawals of money from your Account will only be processed by us where the destination for the money being withdrawn is the same as the origin of your payments made, unless (and subject to our prior approval) you have notified us in writing that your payment details have changed. We will only deviate from this policy in exceptional circumstances.

11.3.6 In certain exceptional circumstances, you may nominate an individual (your spouse, partner or child aged over 18) and accompanying bank account to fund your Account. This nominated individual will be subject to our usual Anti Money Laundering and anti-fraud checks. Funds from a nominated individual will be processed entirely at the discretion of the Company and we reserve the right to refuse any third-party funding request at our absolute discretion.

11.3.7 To make a withdrawal, you must submit a request either in writing, by telephone or by email. Where possible all funds will be returned to the same account, or source, from which they were originally deposited. Charges may apply; please contact support@venturyfx.com for up-to-date information on the applicable charges.

## 12. ORDERS AND CONFIRMATIONS

### Communication of Orders

12.1.1 The Company operates a Straight through Processing (STP) order execution system. Orders for execution of Transactions between you and us are to be given to us electronically through the Straight through Processing Trading Systems.

12.1.2 We do not accept orders by telephone other than in the circumstances set out in clause 17.2.12. If the case of an emergency, you can close out an order by talking directly to a broker of the Company only during normal office hours. No message may be left, and no Orders may be closed using answer phone or voicemail facilities or by facsimile.

12.1.3 Telephone calls may be recorded for the purposes of fraud prevention and quality control and by agreeing to these Terms you agree to such recordings.

12.1.4 Acceptance of your Order will be evidenced by the Company's confirmation of that Order. The validity of any Order shall not, however, be affected by any failure or delay in such Order being confirmed. Acceptance of any Order does not constitute any acknowledgment agreement or representation that your Initial Margin or Margin requirement in respect of the Order or your existing Order is satisfied.

### Market Liquidity Provider and Market Action

12.2.1 If a Market or Liquidity Provider (or an intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) takes any action which we determine affects or may affect a Transaction, then we may take any action which we, in our sole discretion consider.

desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action taken by us will be binding on you.

12.2.2 We reserve the right, in our sole discretion, to change your underlying Liquidity provider to another provider in order to protect against abuse of our systems. Such a change may result in variable spreads being applied to Markets you trade. If the Liquidity Provider is changed, we shall have no requirement to notify you or give you prior warning of the change, conversely, we shall not be obligated to change any liquidity provider and may take any other action permitted by the Agreement.

#### Price

12.3.1 The Company makes no warranty, express or implied, that the bid and offer prices quoted on the Company Trading Systems represent the prevailing Market prices. Our quoted prices may reflect, at our discretion, Market volatility or additional costs and charges which may result in an increase in the Spread as well as per Transaction or per-lot Commission.

12.3.2 Prices quoted for Forex and CFDs on our Platforms, are derived by reference to the price of the Underlying Market, which are quoted by our Liquidity Providers whom all orders will be transmitted for execution. To this price may be added the Company's spread and fees so the price may differ from the exchange or Market Makers quotes on the underlying instrument, however the Company will seek out the best possible consideration on the Underlying Asset.

#### Limitations

12.4.1 The Company may, at its discretion refuse to accept any Order from you but will notify you of any such refusal, without giving any reasons, promptly following receipt of your instructions.

12.4.2 The Company may cancel any instructions previously given by you provided that the Company have not acted on your instructions.

12.4.3 Without prejudice to the generality of the foregoing the Company reserves the right to limit the number of Open Positions that Clients may enter or maintain in Client's Account. The Company reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an Open Position.

#### Regulated Market

You acknowledge and agree that by executing the Client Account Application that you have given us your prior express consent to execute all Orders on an Over The Counter (OTC) basis outside a regulated Market (as such terms are defined by FSC Rules).

#### Confirmation of Orders and Account Statements

We may send you confirmations and account statements electronically or provide you with online access to confirmations and account statements stored on the Company website Account. You must notify us in writing if you wish to receive confirmations in hard copy rather than electronically. Each confirmation will, in the absence of a Manifest Error, be conclusive and binding on you, unless we receive any

objection from you in writing within two Business Days of the date of the relevant confirmation or we notify you of an error in the confirmation within the same period.

#### Intermediate Brokers and Other Agents

We may, at our sole and absolute discretion, arrange for any Transaction to be affected with or through the agency of an intermediate broker, who may be an Affiliate of ours, and may not be in Mauritius. Neither we nor our respective directors, officers, employees or agents will be liable to you for any act or omission of an intermediate broker or agent. No responsibility will be accepted for intermediate brokers or agents selected by you.

#### Order Execution Policy

12.8.1 We provide you with price quotes and you may place Orders on the basis of those price quotes. Under applicable law, the Company is required to take all reasonable steps to obtain the best possible result (or “best execution”) on behalf of our clients when we transmit orders to our liquidity providers for execution. When selecting the venue on which to transmit trades, the Company will take reasonable measures to ensure that the selected venue obtains the best possible trading result for you.

12.8.2 We operate an Order Execution Policy which forms part of the Agreement. Therefore, by entering into an Agreement with the Company, you are also agreeing to the terms of our Order Execution Policy.

### 13. CLIENT MONEY, SAFEGUARDING AND ADMINISTRATION OF ASSETS

As we have categorized you as Private Client in accordance with Applicable Regulations, we are obliged to treat the money you transfer to us, money paid to us on your behalf or is credited by us to your account, as “Client Money”, in accordance with FSC’s Client Money Rules.

The Company may debit or credit the Client’s Account with all sums payable by or to the Client. Interest will not be payable on credit balances in the Client’s Account.

All Clients will have online access to their own Account at all times, detailing their Account balance and the Transactions performed.

The Company have the FSC permission to safeguard and administer assets, the activity consisting of both:  
the safeguarding of assets belonging to another, and the administration of those assets

The FSC rule requires a firm to arrange adequate protection for Clients’ assets when it is responsible for them. The rules are designed primarily to restrict the commingling of Client and firm’s assets and minimize the risk of the Client’s investments being used by the firm without the Client’s agreement or contrary to the Client’s wishes, or being treated as the firm’s assets in the event of its insolvency.

### 14. REPRESENTATIONS, WARRANTIES AND COVENANTS

Representations and Warranties.

14.1.1 You represent and warrant to us on and as of the date this Client Agreement comes into effect and on and as of each date on which any Transaction is outstanding, as follows:  
if you are an individual that you are of sound mind, legal age and legal competence;  
regardless of any subsequent determination to the contrary, you are suitable to trade Complex Product which are high risk products; such as CFDs and Rolling Spot Forex Contracts by having the requisite level of knowledge and experience to understand the risks involved with trading such products, as also explained in the General Risk Warning Notice and the product specifications in Schedules 2 and 3.

#### Covenants

14.2.1 You covenant and agree with us, as follows:  
you will at all times obtain and comply and do all that is necessary to maintain in full force and effect, all necessary authority, powers, consents, licenses and authorizations to:  
i. enable you to lawfully perform this Client Agreement and each Transaction and  
ii. without limiting the generality, interests and powers referred to in this Client Agreement referred to in this clause;  
you will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to you or, where applicable, any Credit Support Provider;  
you will promptly notify us if:  
i. you become aware of any detail supplied on your Client Account Application or any other information provided to us in respect of your financial position or other matters being inaccurate, incomplete or misleading when supplied or provided or  
ii. any such detail or information subsequently becomes inaccurate, incomplete or misleading;  
you will at all times use all reasonable steps to comply with all Applicable Regulations in relation to this Client Agreement and any Transaction

#### 15. TERMINATION

You may terminate the Agreement at any time by giving at least 3 Business Days prior written notice to us.

We may terminate the Agreement at any time by giving at least 10 Business Days prior written notice to you, except that we may terminate the Agreement immediately if you fail to observe or perform any provision of the Agreement, upon the occurrence of any Event of Default, or at any time at which you have no open Transactions in your Account.

Termination will be without prejudice to accrued rights and remedies and the existence and enforceability of any open Transaction, which will remain open until closed in accordance with the Agreement.

At any time after termination of the Agreement, we may, without notice, close out any of your open Transactions.

Upon termination of the Agreement, any and all amounts payable by you to us will become immediately due and payable, including:  
all outstanding Commissions, fees and other charges;

any losses incurred by us as a result of or in connection with such termination; and any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.

Any and all provisions that by their terms or nature are intended to apply after termination of this Client Agreement will survive such termination, and each Transaction that is open at the time of termination will continue to be governed by this Client Agreement and any additional understandings or agreements between us in relation to such Transaction, in each case until any and all obligations in respect of such Transactions have been fully performed.

## 16. MANIFEST ERRORS

A "Manifest Error" means a manifest or obvious misquote by us, or any Market, Liquidity Provider or official price source on which we have relied in connection with any Transaction, having regard to the current Market conditions at the time an Order is placed as determined by us.

When determining whether a situation amounts to a Manifest Error, we may take into account any information in our possession, including information concerning all relevant Market conditions and any error in, or lack of clarity of, any information source or announcement.

We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with us (or that you have suffered or may suffer any loss) will not be taken into account by us in determining whether there has been a Manifest Error.

In respect of any Manifest Error, we may (but will not be obliged to):  
amend the details of each affected Transaction to reflect what we in our sole and

absolute discretion consider to be the correct or fair terms of such Transaction absent such Manifest Error; or declare any or all affected Transactions void, in which case all such Transactions will be deemed not to have been entered into.

We will not be liable to you for any loss (including any incidental, indirect or consequential loss) you or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by us) or our decision to maintain, amend or declare void any affected Transaction, except to the extent that such Manifest Error resulted from our own willful default or fraud, as determined by a competent court in a final, non-appealable judgment.

## 17. EXCLUSIONS, LIMITATIONS AND INDEMNITY

### General

Nothing in this Client Agreement will exclude or restrict any duty or liability owed by us to you under Applicable Regulations.

### General Exclusion

17.2.1 Notwithstanding anything in the Agreement (other than clause 17.1) to the contrary, neither we nor any of our Affiliates nor any of our or their directors, officers, employees or agents (collectively, "Protected Persons"), will be liable for any Loss (including any incidental, indirect or consequential Loss), whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you or any other person under or in connection with this Client Agreement, any Transaction or any of our dealings with you (including any Order in respect of a Transaction not accepted by us), and irrespective of whether or not you or any other person have been informed of the possibility of such Loss, in each case except to the extent that such Loss arises directly from our own willful default or fraud, as determined by a competent court in a final, non-appealable judgment. Without limiting the generality of the foregoing, under no circumstances will any liability we may have to you extend to any loss of profits, loss of goodwill, loss of business opportunity or reputational damage. The foregoing will not, however, limit our liability for death or personal injury resulting from our negligence.

17.2.2 If at any time you are unable, for whatever reason, to communicate with us, we do not receive any communication sent by you, or you do not receive any communication sent by us under this Agreement, we will not:

be responsible for any loss, damage or cost caused to you by any act, error, delay or omission resulting therefrom where such loss, damage or cost is a result of your inability to open a Transaction; and except where your inability to communicate with us results from our fraud, willful default or negligence, be responsible for any loss, damage or cost caused to you by any act, error, omission or delay resulting therefrom including without limitation, where such loss, damage or cost is a result of your inability to close a Transaction.

17.2.3 Access to the Trading Platforms is provided "as is. The Company makes no warranties (express or implied), representations, or guarantees as to merchantability, fitness for any particular purpose or otherwise with respect to the Trading Platforms, their content, any documentation or any hardware or software provided by the Company.

17.2.4 Technical difficulties could be encountered in connection with the Trading Systems. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. In no event will the Company or its affiliates or any of their employees be liable for any possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable, special or indirect damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, deactivating or attempting to access the Trading Platforms or otherwise. The Company further reserves the right, in its sole discretion to unwind an executed Transaction or adjust the price of executed Transactions (including Transactions that have been confirmed or settled) to a fair Market price if the Transaction was mispriced because of technical difficulties with the Trading Systems.

17.2.5 Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platforms do not accurately reflect the Market rates. The concept of "arbitrage" and "scalping", or taking advantage of these internet delays, cannot exist in an over-the-counter Market where the client is buying or selling directly from the Market. The Company do not permit the practice of "arbitrage" on the Trading Platforms and considers this improper use or abuse of our trading Platforms. Transactions that rely on price latency arbitrage opportunities may be revoked. The Company reserves the right to make the necessary corrections or adjustments on the Account involved. The Company may

take any action we deem reasonable to recoup losses incurred as a result of the use of electronic algorithmic trading systems or any other means utilized to exploit technical deficiencies or palpable errors. Accounts that rely on arbitrage strategies may at the Company's sole discretion be subject to the Company's intervention and the Company's approval of any Orders. Any dispute arising from such quoting or execution errors will be resolved by the Company in their sole and absolute discretion.

17.2.6 The Company shall have no obligation to contact you to provide you advice upon appropriate action in light of changes in Market conditions or otherwise.

17.2.7 You agree to indemnify and hold the Company, its Affiliates and any of their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees incurred as a result of your breach of this Agreement or in connection with the provision of the services under this Client Agreement to you provided that any such liabilities, losses, damages, costs and expenses have not arisen as a result of our negligence, fraud or wilful default.

17.2.8 Any opinions, news, research, analyses, prices, or other information contained on this website are provided as general Market commentary, and do not constitute investment advice. The Company is not liable for any loss or damage, including without limitation, any loss of profit, which may arise directly or indirectly from use of or reliance on such information. The Company has taken reasonable measures to ensure the accuracy of the information on the website. The content on this website is subject to change at any time without notice.

17.2.9 You agree not to attempt to abuse our trading Platforms by taking advantage of extremely low liquidity conditions. You accept that we can at our sole discretion deem such trading as abuse or manipulation of our trading Platform and that we at our sole discretion can return your investments without profit or cancel your right to trade on our trading Platform.

17.2.10 You agree to use only secure software programs developed by third parties including but not limited to the generality of those mentioned above, browser software that supports data security protocols compatible with protocols used by us. Moreover, you agree to follow our access procedures (Login) that support such protocols.

17.2.11 We will not be held responsible in the event of an unauthorized access from third parties to information including, but not limited to, electronic addresses and/or personal data, through the exchange of these data between you and us and/or any other party using the Internet or other network or electronic mean available.

17.2.12 We are not responsible for any power cuts or failures that prevent the use of our Trading Platforms and cannot be responsible for not fulfilling any obligations under this Agreement because of network connection or electricity failures. In the case of such electricity/ communication/ Internet failures, if you wish to place an Order, then the alternative means of communications/placing orders may be by phone. We reserve the right to decline any verbal instruction in cases where its telephone recording system is not operational or in cases where we are not satisfied of your identity or in cases where the transaction is complicated or in cases where the quality of the line is poor. We further reserve the right to ask you to give instructions regarding your transactions by other means that it deems appropriate.

17.2.13 We shall have no liability for any potential damage you may suffer as a result of transmission errors , technical faults, malfunctions, illegal intervention in network equipment, network overloads, viruses, system errors, delays in execution, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers you acknowledge that access to electronic systems / trading Platforms may be limited or unavailable due to such system errors, and that we reserve our right upon notifying you to suspend access to electronic systems / trading Platforms for this reason.

17.2.14 You further agree that in the case that any Transaction carried out at Prices that do not reflect its Market Prices, or that is acquired or sold at an abnormally advantageous Price (the "Mispricing") due to an undetected programming error, Market or business logic error, bug, defect, error or glitch in our trading Platforms or website software or any other reason resulting in mispricing (for the purpose of this section the "error"), we reserve the right to cancel such Transactions upon notifying you of the nature of the computer error that led to the Mispricing.

17.2.15 The Company bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent to clients.

#### Trading Losses

For the avoidance of doubt, in no circumstances will we or any other Protected Person be liable or responsible to you for any losses you may incur or suffer as a result of entering into Transactions.

#### Tax Implications

Without prejudice to any other disclaimer or limitation of liability contained in this Client Agreement, neither we nor any other Protected Person will have any liability or responsibility for any adverse tax implications of any Transaction.

#### Changes in the Market

Without prejudice to any other disclaimer or limitation of liability contained in this Client Agreement, neither we nor any other Protected Person will have any liability or responsibility by reason of any delay in accepting any Order placed by you or executing any Transaction or any change in Market conditions.

#### Force Majeure

17.6.1 If the Company shall, in its reasonable opinion, determine that a "Force Majeure Event" occurred; under such circumstances the Company shall take all reasonable steps in order to inform the client.

17.6.2 A Force Majeure Event is an event, occurrence or circumstance which will include, but is not limited to, the following:

Any natural, technological, political, governmental, social, economic event or circumstance that occurred after a transaction in a Financial Instrument occurred and such event or circumstance has not been anticipated at the date of entering into the transaction.

Any act of God, strike, riot or civil commotion, act or terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly Market in one or more of the Financial Instruments in respect of which we ordinarily deal in Transactions;

the suspension or closure of any Market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such Market or on any such event;

the occurrence of an excessive movement in the level of any Transaction and/or the Market of an Reference Assets or our anticipation (acting reasonably) of the occurrence of such a movement; any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

17.6.3 If we determine that a Force Majeure exists, we may, at our absolute discretion, without notice and at any time, take one or more of the following steps: increase your Margin requirements; and/or close-out all or any of your open positions at such price as we reasonably believe to be appropriate; and/or

suspend or modify the application of all or any of the Sections of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with the Section or Sections in question; and/or

alter the Last Dealing Time for a particular position and/or Increase spreads; and/or decrease spreads; and/or

request amendments to any closed positions; and/or

suspend the provision of investment and/or ancillary services to the client.

17.6.4 Unless required by Applicable Regulations, the Company is entitled to refuse the provision of any investment or ancillary service to the client, at any time, without being obliged to inform the client of the reasons to do so in order to protect the legitimate interests of the Company.

#### Indemnity

Without prejudice to our rights under clauses 17.1 and 17.2.1, you will pay to us such sums as we may from time to time require in any of your Accounts with us and, on a full indemnity basis, any Losses, taxes, imposts and levies which we or any other Protected Person may incur or suffer in connection with or related to any of your Accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or as a result of any misrepresentation by you or any violation by you of any of your obligations under this Client Agreement (including in connection with any Transaction) or the enforcement of any of our rights or remedies under or in connection with this Client Agreement or any Transaction.

#### Accounts managed by an Authorized Person

To the extent that a third party Authorized Person you have authorized to place any Order or enters into any Transaction on your behalf, you and the Authorized Person will indemnify, protect and hold us and all other Protected Persons harmless from and against any and all Losses resulting from or arising out of any claims made by you against the Company or any other Protected Person.

## 18. MISCELLANEOUS

### Notices Generally

18.1.1 Unless otherwise agreed or provided in this Client Agreement, all notices, instructions and other communications sent or given by us to you under or in connection with this Client Agreement or any Transaction may be verbal or in writing and may be sent or given to your last known home address, place of work, telephone number (including by leaving messages on a telephone answering machine or voice mail system), fax number, e-mail address or other contact details.

18.1.2 All notices, instructions, Complaints, Disputes and other communications sent or given by you to the Company under or in connection with this Client Agreement or any Transaction must be sent to the attention of our Compliance Department. Such notices, instructions, Complaints, Disputes and other communications may be sent by email to [compliance@venturyfx.com](mailto:compliance@venturyfx.com).

### Intellectual Property and Confidentiality

18.2.1 You hereby agree to the following:

All copyright, trademark, trade secret and other intellectual property rights in the Trading Platforms shall remain at all times the sole and exclusive property of the Company and/or its third-party service providers and you shall have no right or interest in the Trading Platforms except for the right to access and use the Trading Platforms as specified herein.

You acknowledge that all our Trading Platforms are confidential and have been developed through the expenditure of substantial skill, time, effort and money.

You will protect the confidentiality of the Company and/or its third-party service providers by allowing access to the Trading Platforms only by its employees and agents on a need to access basis.

You will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Platforms.

You will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Platforms or in the manner in which it operates.

### Electronic Communications

18.3.1 Subject to Applicable Regulations, any communications between you and us using electronic signatures will be binding to the same extent as if they were in writing. By signing the Client Account Application, you give your consent to the receipt of communications by electronic means, notwithstanding that certain communications would otherwise be required to be made using a durable medium under Applicable Regulations.

18.3.2 Without limiting the generality of the foregoing, Orders placed on or other instructions given by electronic means will constitute evidence of such Orders or instructions. If you no longer wish to communicate in this way, you must revoke your consent in writing in accordance with clause 10. If you do not wish to communicate via electronic means at all, you must inform us of your wishes prior to you signing the Client Account Application.

### Assignment

18.4.1 This Agreement is for the benefit of and binding upon you and us and our respective successors and permitted assigns, and thereby you agree to the following:

You may not and will not assign, charge or otherwise transfer, or purport to assign, charge or otherwise transfer, this Agreement, any rights or obligations hereunder or any interest herein (including any indirect, beneficial, synthetic or economic interest), in each case without the Company's prior written consent (which may be withheld or delayed in the sole and absolute discretion of the Company), and any attempted or purported assignment, charge or transfer in violation of this sentence will be void.

No assignment, charge or transfer by you will relieve you of any of your obligations or liabilities hereunder.

We may transfer this Agreement or any rights or obligations hereunder to any of our Affiliates or to any third party which acquires the business of the Company, without your consent.

#### Rights and remedies

18.5.1 The rights and remedies provided or referenced in this Agreement are cumulative and not exclusive of any other rights or remedies we may have, whether as a matter of contract, under common law, or otherwise.

18.5.2 We will be under no obligation to exercise any right or remedy at all or in a manner or at a time or in a manner that takes into account your interests or is otherwise beneficial to you.

18.5.3 No failure or delay by us in exercising any of our rights or remedies under or in connection with this Agreement or any Transaction will operate as a waiver of those or any other rights or remedies.

18.5.4 No single or partial exercise of a right or remedy will prevent further exercise of that right or remedy or the exercise of another right or remedy.

#### Partial Invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

#### Recording of Calls

18.6.1 We may record telephone conversations between you and us without the use of a warning tone, including for the purpose of ensuring that the material terms of each Transaction and any other material information are promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of Orders placed or other instructions given.

18.6.2 Telephone calls may also be recorded for the purposes of fraud prevention, monitoring, training and quality control in accordance with Applicable regulations and by agreeing to these Terms of this Client Agreement you agree to such call recordings.

18.6.3 You agree that we may record all telephone conversations and/or any communications by other means between you and us, and use such recordings, or transcripts of such recordings, as well as any e-mails, recorded chat messages or other communications you send to us for the purposes of investigating

any complaint you may make, or for any other legal or regulatory purposes including as evidence in any dispute or anticipated dispute between you and us. We shall retain records of all telephone conversations for the duration required by Applicable Regulations.

#### Our Records

18.7.1 Our records will be evidence of your dealings with us in connection with our services and your Account, which will be held for a period of time as indicated by Applicable Regulations.

18.7.2 You will not object to the admission of our records as evidence in any Proceeding because such records are not originals, are not in writing or are documents produced by a computer.

18.7.3 You will not rely on us to comply with any of your recordkeeping obligations, notwithstanding the fact that records may be made available to you on request in our sole and absolute discretion.

#### Your records

18.8.1 You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of Orders submitted and the time at which such Orders are submitted.

18.8.2 You agree to keep all information that you hold relating to your Account, including any e-mails and letters and any promotions that we send to you, confidential at all times.

#### Co-operation for Proceedings

18.9.1 You agree to co-operate with us to the full extent possible in the defense or prosecution of any Proceeding.

### 19. DATA PROTECTION AND DISCLOSURE OF INFORMATION

The Company agrees to treat information provided in connection with an application on this website as confidential. We will provide you with investment and ancillary services on the basis of information provided by you and you represent and warrant that all information given is true and accurate.

By opening an Account with us and by placing Orders and entering into Transactions, you acknowledge that you will be providing personal information (possibly including sensitive data) within the meaning of applicable data protection

laws to us, and you consent to the processing of that information by us for the purposes of performing our obligations under this Agreement and administering the relationship between you and us, including the disclosure of the information to Affiliates both within and outside Mauritius.

We have security procedures covering the storage and disclosure of your personal information to prevent unauthorized access and to comply with our legal obligations.

You are entitled to ask us for details of the personal information that we hold about you, the purposes for which they are being or are to be processed, and the recipients or classes of recipients to whom such information is or may be disclosed. If you would like to obtain any such information, please contact us.

We may charge a fee (details of which are available upon request) for providing this information to you. If you make a written request to us, we will also correct, delete and/or block personal information from further processing if that information proves to be inaccurate.

Your personal information may be maintained on computer records and will not be disclosed to other parties except where we shall be entitled to disclose information concerning you or your Account (including without limitation information concerning late payment) and where we are expressly permitted to on a 'need to know' basis: Disclose information as required by Applicable Regulation, by the FSC or other regulatory authority; and/or

Disclose information to the institution holding client assets, their successors in business, and other institutions with which agreements are entered in order to provide you our services; and/or

Disclose to your employer (including the employer's Compliance Officer or auditor's) if it is Authorized or exempt under applicable law (or any successor legislation or equivalent legislation or regulations in a foreign jurisdiction); and/or Disclose to any other person we accept as seeking a reference or credit reference in good faith.

THIS IS A LEGALLY BINDING CONTRACT. YOU HAVE TO CAREFULLY READ ALL OF THE FOREGOING COMPLETELY AND COMPLETED THE CUSTOMER APPLICATION TO OPEN A CORPORATE TRADING ACCOUNT.

Your consent acknowledges that you have carefully read, in its entirety, and understood this Agreement and that you agree to all the provisions contained therein. Your consent further represents, warrants and certifies that the information provided by you in the Customer Application Form to open a Corporate Trading Account is correct and complete.

Name:

Signature:

Date: