



Introducing Broker Client Agreement and Terms & Conditions

Version 0.1 – November 2022

Introducing Broker Client agreement and T&Cs.

Please take sufficient time to read this document as well as any other additional documentation and information available to you via our website prior to opening an account and/or carrying out any activity with us.

You should contact us for any further clarification, or seek independent professional advice, if necessary.

Risk Warning: Contracts for difference ('CFDs') are complex financial products, with speculative character, the trading of which involves significant risks of loss of capital. Trading CFDs, which are marginal products, may result in the loss of your entire balance. Remember that leverage in CFDs can magnify your profits as well as your losses. You should not deposit more than you are prepared to lose. You should ensure you fully understand the risks involved before entering into an agreement and start using the Trading Platform.

1. INTRODUCTION:

- 1.1. This Introducing Broker Client agreement and T&Cs for the use of the website (hereinafter the "Client Agreement") is entered into between Smartcrew Ltd (hereinafter "the Company", "we" or "us") and you (hereinafter the "Client" or "you"). The Company is incorporated as a Business Company in the St Vincent and Grenadines region with incorporation number as 26878 BC 2022 and its registered office at Suite 305, Griffith Corporate Centre, St Vincent and the Grenadines. The Company owns and operates Smartcrew. **Please read the terms and conditions set out here carefully before using the services provided by us.**
- 1.2. In addition to the Client Agreement, your use of the Services is strictly subject to all additional policies that the Company may publish on its Website and all Policies that the Broker may publish on its website from time to time in each case as updated from time to time or any other durable medium (collectively the "Additional Rules"). The Terms of Service together with the Additional Rules and the Privacy Policy (together with the "Client Agreement"), are deemed to be an integral part hereof and constitute a binding legal document between you and the Company.
- 1.3. By clicking 'ACCEPT' or 'I AGREE' or 'CONTINUE' as the case may be or by registering with the Company or by using or accessing the Services, you confirm that you have read and understood the Client Agreement and agree to be bound by the terms of the Client Agreement and that you expressly authorize us to provide you with the Services. As such, the Client Agreement constitutes an agreement between you and us and the Client Agreement shall govern your use of the Services at all times. If you do not agree to any of the provisions of the Client Agreement you should immediately stop using the Services and terminate your account with us.
- 1.4. You acknowledge and agree that by clicking on the ACCEPT button or similar buttons or links as may be designated by the Company to show your approval of any foregoing texts, the use of the Services (as defined below), you are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our websites, applications and platforms. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

- 1.5. We reserve the right to suspend, modify, remove or add to the Services at any time and without notice to you.
- 1.6. If you have objections to the terms and conditions stipulated hereto, do not use our website in any way. Downloading, installing and your access to and use of this website and our applications and trading platforms constitutes your acceptance of these Terms and Conditions and any other legal notices and statements contained on this website, our platforms and/or our applications.

2. DEFINITIONS.

Capitalized terms shall have the following meaning unless otherwise stated in the Terms of Service:

“Authorized Person” shall mean a person or legal entity authorized by you in accordance with these Terms of Service to make use of the Services and provide instructions to the Company on your behalf.

“Business Day(s)” shall mean a day on which the Company is open for business excluding public holidays.

“Client Account” shall mean any and all accounts opened by you with Broker on the Platform through this Website.

“Investment Broker” or **“Broker”** shall mean any authorized and regulated Investment Firm to which you are introduced by us and which is incorporated and licensed in different jurisdictions. The Investment Broker has the necessary authorization and license for providing their investment services in different jurisdictions among them to the country of your residence with their license.

“Investment Broker Account Opening Services” shall mean the assistance that we provide to you in setting up a Client Account with the Platform which includes but is not limited to collecting documentation.

“Investment Broker Assistance Services” shall mean the customer support services and technical services provided by the Company to you with respect to your use of the Platform which includes but is not limited to the Client Account including without limitation the installation of the Platform on your device, assistance with your use of the Platform, contacting you with regards to trading on the Platform, informing you of any margin issues, assisting you with maintaining your open positions and gathering ancillary and updated documentation from you.

“Orders” shall mean the reception and transmission of your orders by us and executed or further transmitted by Broker with regards to financial instruments in your Client Account.

“Parties” shall mean the Company and you.

“Platform” shall mean the Broker’s online trading platform located at where you can trade in financial instruments and where your Client Account is located.

“Services” shall mean the provision by us of Orders, the Broker Account Opening Services, the Broker Assistance Services, and financial analysis and any other services we may determine from time to time.

“Support Address” means the email address support@smartcrewltd.com

“Website” shall mean <http://www.smartcrewltd.com>.

3. AMENDMENTS TO THE CLIENT AGREEMENT

- 3.1. We may amend, modify, update and change any of the terms and conditions of the Client Agreement from time to time including without limitation as a result of legal changes, security reasons and changes to the Services
- 3.2. We will notify you of any such amendment, update, modification or change by publishing a new version of the Client Agreement on this Website, and your continued use of the Services will be deemed to constitute your acceptance of such new version of the Client Agreement.
- 3.3. We advise that you check for updates to the Client Agreement on the Company's website on a regular basis

4. YOUR COMPLIANCE WITH LAWS

- 4.1. Trading in financial instruments may not be legal in some jurisdictions. You understand and agree that the Company is unable to provide you with any legal advice or assurance in respect of trading in financial instruments, your use of the Services or the Platform and we make no representations whatsoever as to the legality of trading in financial Instruments, the Services or the Platform.
- 4.2. The Services are intended for users who are not prohibited by the laws of any applicable jurisdiction from trading in financial instruments. The Company does not intend to enable you to contravene applicable law, regulation or directives. You represent, warrant and agree to ensure that your use of the Services or the Platform will comply with all applicable laws, statutes or regulations. The Company shall not be responsible for any illegal or unauthorized use of the Services or the Platform by you.

5. WHO MAY USE THE SERVICES

- 5.1. You may only use the Services if you are able to form a legally binding contract under applicable law.
- 5.2. Without derogating from Section 5.1, no-one under the age of 18 or the age of legal consent for using the Services or the Platform under the laws of any jurisdiction, whichever is higher ("Legally of Age"), may use the Services under any circumstances and any person not Legally of Age who uses the Services will be in breach of the terms of the Client Agreement. The Company reserves the right to request proof of age and identity at any stage, to verify that persons not Legally of Age are not using the Services. The Company may terminate the Client Agreement and your account with us as well as exclude you from using the Services if proof of age or identity is not provided by you or if the Company suspects that you are not Legally of Age.
- 5.3. You may not use the Services if you are an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company, other entities in the Company's group or the Broker.

6. REGISTRATION PROCESS

- 6.1. In order to open an account with us, you shall be required to successfully conclude the registration process as determined by the Company, at its sole discretion.
- 6.2. The Company is obliged to follow certain requirements as well as additional laws and regulations. The Company is obliged to follow certain requirements which are compatible with the Investment Brokers' country legislation.
- 6.3. During the registration process, you will be required to provide the Company with identification details and documents (which shall typically include, but not limited to, an identity card , passport or driver's license, proof of address such as a recent utility bill), as well as details regarding the origin of your funds, how your funds have been obtained or accumulated and your financial status, as well as your experience and education in trading in Financial markets.
- 6.4. All such documents should be sent to the Support Address. We may restrict your account with us if the necessary information is not provided by you. In addition, we may also request at any time that you provide us with additional or updated documentation. If deemed necessary, we may request that the said document copies are notarized, meaning that the documents are stamped and attested by a Public Notary or equivalent in your country. In the event our requests for documents are not completed by you, the Company may at its sole discretion either suspend your account until you provide us with the requested documents, or terminate the Client Agreement and your account with us. Should the documents fail our internal security checks – for example, if we suspect that they have been tampered with, or are in any way provided to mislead or misrepresent - we shall be under no obligation to accept such documents as valid, and under no obligation to provide feedback on the exact nature of our findings with regards to these documents.
- 6.5. If you open a joint account with us and with the Platform (collectively and individually the “Joint Owner/(s)”), each Joint Owner shall be required to separately complete the registration process with us and agree to the User Agreement.
- 6.6. We will notify you by email (to the email address which you have registered with us), whether we agree to opening an account with us and whether an account has been opened with the Platform.
- 6.7. You hereby agree that the information collected and obtained from you may be used by the Company, its agents, subcontractors, service providers, other entities in the Company's group, the Broker or by regulatory bodies to defend their legal rights and to conduct identity, fraud, Anti-Money Laundering, credit as well as other checks and you hereby authorize the above entities to conduct the above checks.
- 6.8. You acknowledge and agree that the Company is under no obligation to accept your application for an account with us and that during or following the registration process, the Company may, at its sole discretion, reject such application.

7. YOUR ACCOUNT WITH US AND THE SERVICES

- 7.1. The Services will only be provided during Business Days by telephone and email and any other method which we may determine from time to time.
- 7.2. You hereby acknowledge and agree that you shall be solely responsible and personally liable for any and all activity on your account with us or on the Platform. We take no responsibility for any third-party access to your account with us or the Platform and under no circumstances shall the Company be liable for any losses incurred by you as a result of misuse of your information by any person, or for any unauthorized access to your account with us or the Platform, whether or not authorized by you.
- 7.3. You are responsible for ensuring that your personal information remain confidential and for taking such other precautions as may be necessary to ensure they cannot be used by any person other than you.
- 7.4. If we believe that there is likely to be a breach of security, we may require you to change your password or suspend your access to your account with us. We reserve the right to edit, amend or issue you with new password or require a change of your password at any time by giving notice to you.
- 7.5. You shall indemnify, defend, and hold us harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of your account with us or the Platform.
- 7.6. Any Order shall be considered as accepted when confirmation appears in your Client Account.
- 7.7. The Company will not accept any instructions with regards to Orders transmitted outside Business Hours or which are not provided by you by telephone or email. You acknowledge and accept that instructions provided by you and any Order given to the Broker cannot be amended or revoked once executed.
- 7.8. The Company does not price the financial instruments traded on the Platform and that the prices of financial instruments may change following any instructions provided by you to us. You acknowledge that the price of the underlying asset applicable to the financial instrument in the Order may change during the confirmation process of the price as a result of the high volatility of the markets, latency, or a number of other technological or financial variables.
- 7.9. An Order will be considered as executed only when confirmation has appeared in your Client Account. We recommend that you keep records of all transactions made on your Client Account. It is your responsibility to verify the Order has been executed on your Client Account.
- 7.10. It is your responsibility to verify the status of any pending transactions prior to carrying out further transactions. You will bear full responsibility for any duplicate transactions placed as a result of your impression that a previous transaction was not executed, when in fact it was still pending.
- 7.11. You understand and agree that the Company acts as the intermediary for the Broker.
- 7.12. You understand that the Broker shall at all times be responsible for the Client Account.

- 7.13. You acknowledge that it may not be possible to cancel or modify an Order and you waive all claims in relation to such.
- 7.14. You are solely responsible for any act or omission or any damage or loss that you may bear, due to any act or omission by you or any irregular or inappropriate use of your account with us.
- 7.15. We may restrict or cease (and in such case the Client Agreement shall also terminate) the Services provided to you: (i) in the event that there are restrictions placed on your use of the Platform which includes but is not limited to the Client Account; or (ii) we have reasonable suspicion that your account with us or your use of the Platform is in any way being used for any fraudulent, abusive, unlawful or illegal activity.
- 7.16. Subject to applicable law and regulation, we may subcontract the Services provided to any third party.

8. YOUR PROMISES TO US

You confirm to us:

- You are Legal of Age, are of sound mind and you are capable of taking responsibility for your own actions.
- You are the individual who has completed the registration process with us.
- If you are entering the Client Agreement on behalf of a legal entity you confirm that: (i) you are duly authorized to do so under the governing documents of such legal entity; (ii) there is nothing under applicable law or regulation in the jurisdictions in which such entity is organized or regulated, which prevents it from entering into this Client Agreement and trade (including on margin, if applicable); (iii) you have the authority to bind such legal entity to the Client Agreement; (iv) that the persons who use the Services have the proper authority and have sufficient knowledge and experience to understand the nature of the risks of the products to be traded; and (v) you shall indemnify and hold harmless the Company in such respect.
- All details provided by you to the Company either during the registration process or at any time thereafter, are true, current, correct and complete and match the name(s) on the credit/debit card(s) or on other payment accounts to be used to deposit or receive funds with the Broker. Without derogating from the aforementioned, should you use a credit/debit card or any other form of payment, which is not in your private and personal name, we will presume that you have received complete and sufficient consent from the rightful owner or the person whose name is used on such payment instrument. We shall not be obligated in any manner to examine such consent and shall bear no responsibility with respect to your representations hereunder. You will promptly notify us of any changes to details previously provided by you to the Company.
- From time to time, you may be requested to provide us with certain documents to verify the details of the credit card used by you to deposit money to the Client Account. Depending on the outcome of these verification checks, you may or may not be permitted to deposit further monies with the Broker. Should any of the information that you provide to us is untrue, inaccurate, misleading or otherwise incomplete, you will be in breach of the Client Agreement and we reserve the right to terminate your account immediately or prevent you from using the Services, in addition to any other action that we may choose to take.

- You have read the Risk Disclosure Statement and are fully aware that there is a risk of losing money when using the Services or the Platform you are fully responsible for any such loss. You agree that your use of the Services is at your sole option, discretion and risk. In relation to your losses, you will have no claims whatsoever against the Company or any entity within its group of companies and their respective subcontractors, service providers, agents, licensors, directors, officers or employees as well as the Broker.
- You will not permit any person who is not Legally of Age to use the Services.
- You shall use the Services in complete accordance with the terms and conditions of the Client Agreement, as amended from time to time.
- You shall use the Services in complete accordance with any and all applicable laws, regulations and directives.
- You are not a Politically Exposed Person and do not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that you have not disclosed this during the registration process, you will inform the Company as soon as possible will notify the Company, if at any stage during the course of this Agreement you become a Politically Exposed Person.
- The Company nor its employees nor anyone acting on the Company's its behalf shall be liable in any way whatsoever to the outcomes or consequences of Orders.
- You shall remain fully liable for all Orders and positions traded on your Client Account and shall indemnify, defend and hold harmless on demand the Company and any other entity in the Company's group as well as their respective service providers, employees, officers, directors, affiliates, agents, subcontractors and licensors with respect to all losses, charges and costs of any kind which they may suffer as a result of your failure to settle such Orders and positions on your Client Account.
- You are solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax or other levies that may be payable with regards to any transactions made on your behalf by us with the Broker.
- You shall use the Services in good faith towards both the Company and the Broker. In the event that the Company has reasonable suspicion that you have been using the Services in bad faith, the Company shall have the right to terminate your account with us your access to the Services and any other accounts you may hold with the Company. You hereby expressly waive any future claims against the Company in such regard.
- You agree not to use the Services or the Platform in order to carry out market abuse or in any other abusive action.
- That you understand that the Company does not hold any of your money. Any funds in relation to the Client Account shall be deposited and held directly by the Broker.
- That the Company is not the owner or the operator of the Platform.

- That you understand that the Platform is not a recognized exchange.
- That the Broker may not bind the Company and that the Company may not bind the Broker.
- You will provide the Company with all necessary assistance and information that we require to enable the Company to perform the Services and to fulfil its obligations to you.
- You have sufficient experience and knowledge in financial matters to be evaluating the merits and risks of acquiring financial instruments.
- You will not use the Services or the Website for any unlawful or fraudulent activity or prohibited transaction (including Money Laundering) under the laws of any jurisdiction that applies to you. If the Company has a suspicion that you may be engaging in or have engaged in fraudulent, abusive, unlawful or illegal activity, including, without limitation, money laundering activities, we terminate your access to the Services and the Client Agreement or restrict your use of the Services. In addition to terminating or restricting your use of the Services, the Company reserves the right at its sole discretion to prevent you from accessing any other services offered by the Company. The Company shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions (together "Interested Third Parties") of the Client's identity and of any suspected unlawful, fraudulent or improper activity and you will cooperate fully with the Company to investigate any such activity.
- We may be bound to disclose certain information about you and your account with us to the relevant authorities.

9. FINANCIAL INFORMATION

- 9.1. The Company may make available to your financial information that is internally generated or obtained from agents, vendors or partners (collectively "Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Financial Information"). Financial Information provided by the Company is not intended as investment advice. The Company does not endorse or approve the Financial Information, and we make it available for your own convenience. In addition, the Company and its Third-Party Providers do not guarantee the accuracy, timeliness, or proper sequencing completeness of the Financial Information, or warrant any results from your use or reliance on the Financial Information.
- 9.2. Financial Information may quickly become unreliable for various reasons including, for example, in market exchange requirements or economic circumstances. Neither the Company nor the Third-Party Providers are obligated to update any information or opinions contained in any Financial Information, and we may discontinue offering Financial Information at any time without notice.
- 9.3. It is your duty to verify the reliability of the Financial Information and its suitability to your needs. We and the Third-Party Providers exclude liability for any claim, loss or damage of any kind caused by the Financial Information.

10. DISCLAIMERS

- 10.1. The Company has entered into a contractual agreement with the Broker whereby the Company may provide you with the Services. You will also be required to enter into a separate agreement with the Broker with respect to the use of the Platform and to provide you with custody as well as safekeeping services. You understand that your use of the Services and the Platform is at your own risk.
- 10.2. We shall not be liable to you if the Broker does not agree to open a Client account, terminate your Client Account or your use of the Platform, or restricts the same.
- 10.3. We shall not be in liable to you in any manner whatsoever with respect to the Platform which includes but is not limited to the Client Account, which includes but is not limited to: (i) the Broker not accepting your Order; (ii) the manner that the Broker accepts your Order; (iii) any action taken by the Broker with regard to the Platform; or (iv) for any act or omission made or not made by the Broker with respect to your Platform. **The terms and conditions governing your relationship with the broker and your use of the platform are governed by your agreements with the broker. Please ensure that you read all such agreements carefully, that you understand such agreements and agree to the terms and conditions included therein.**
- 10.4. We shall in no way be liable to you or to any third party with regards to: (i) the Platform, including but not limited, to any information provided on the Platform; (ii) for any information provided to you by the Broker; or (iii) any and all activity which you undertake on the Platform in any manner whatsoever. You alone will decide with regards to the placement of Orders and take relevant decisions based on your or his/her judgment.
- 10.5. The Company will not advise you about the merits of a particular Order, or give you any form of investment advice, or portfolio management services, unless you explicitly give your consent to receive such services, and you acknowledge that the Services do not include the provision of investment advice in financial instruments, or any underlying market, or underlying asset, or any portfolio management advice.
- 10.6. We are not under any duty to provide you with any legal, tax or other advice. You should seek independent advice before using the Service or making an Order.
- 10.7. The services are provided "as is". The company makes no warranties or representations, whether express or implied (whether by law, statute or otherwise), including but not limited to implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, completeness, or accuracy of the services or platform or non-infringement of applicable laws and regulations.
- 10.8. The company makes no warranties or representations that the services or platform will meet your requirements, be uninterrupted, timely, secure or error-free, or that the information obtained by you through the services or platform shall be full, accurate, reliable or enable you to carry out transactions in financial instruments by using the services or the platform.
- 10.9. We shall not be responsible or liable to you for any money that you lose on the platform.
- 10.10. We shall not be responsible for any erroneous orders and you waive all such claims in relation to the same.
- 10.11. We shall not be liable to you for a failure to perform any of the Services or our obligations under the Client Agreement if the failure results from any cause beyond our control ("Force Majeure"). Force

Majeure shall include but not be limited to acts of God, acts of government, fire, flood or storm damage, earthquakes, labor disputes, war, riot, strikes or other industrial disputes, breakdown or interruption of power supply, failure of transmission or communication equipment or facilities, hacker attacks or failure the Company's servers.

11. LIMITATION OF LIABILITY

- 11.1. You agree that you are free to choose whether to use the Services and Platform and do so at your sole option, discretion and risk.
- 11.2. To the extent permitted by applicable law, the Company and any other entity in the Company's group, as well as their respective service providers, employees, officers, directors, affiliates, agents, subcontractors and licensors, shall not be liable to you or to any third party in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with: (i) your, or any third party's use of the Platform or the Services; (ii) whether such loss or damages are direct or indirect, including, without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary or consequential loss (even where we have been notified by you of the possibility of such loss or damage).
- 11.3. You confirm that the Company shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Services or the Platform.
- 11.4. Nothing in the Client Agreement will operate so as to exclude any liability of the Company for death or personal injury that is caused by the Company's negligence.
- 11.5. You agree that, in the event that the Services or Platform fail to operate correctly as a result of, but not limited to, any delay or interruption in operation or transmission, any loss or corruption of data or communication or lines failure, or any error or omission in content or any other factors beyond our control, the Company will not be responsible for any resulting loss, including an increase in monies owed or paid to you, and you shall not be entitled to such monies falling within such increase. You shall immediately inform the Company of the error and shall repay any monies credited to your Client Account in error to the Broker (as directed by the Company) or the Broker, may at its discretion, deduct an amount equal to those monies paid to you in error.
- 11.6. Neither the Company nor any third party who acts on the Company's behalf, whether affiliated to the Company or not and their respective directors, officers, servants, agents and representatives will be liable for any delay in the use of Services or incapability of carrying out Orders.

12. INDEMNITY

You agree to fully indemnify, defend and hold harmless immediately on demand the Company and any other entity in the Company's group as well as their respective well as their respective service providers, employees, officers, directors, affiliates, agents, sub-contractors and licensors from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of: (i) any breach of the Client Agreement by you; (ii) violation by you of any law or regulation or the rights of any third party; or (iii) use of the Services by you or (iv) use of the Platform which includes but is not limited to transactions taken on the Client Account.

13. TERMINATION OF YOUR ACCOUNT WITH US

We may terminate the Agreement and your account with us immediately without notice and without incurring any liability to you:

- A. if for any reason we decide to discontinue to provide the Services in general or specifically to you.
- B. if we believe that you have breached any of the terms of the Client Agreement.
- C. if your use of the Services has been in any way improper, illegal, unlawful or fraudulent.
- D. if your account with us is associated in any way with any existing account that has been terminated for breach of the Client Agreement.
- E. the Broker restricts your use of the Platform.
- F. our agreement with the Broker terminates.
- G. your Client Account is terminated.

You may terminate the Client Agreement and your account with us at any time by sending an email to us at the e-mail address of our Support desk, such termination to take effect upon the Company terminating your account with us (including the Security Questions and Answers), which shall occur within **5 Business Days** after receipt by the Company of your email on our servers, provided that you shall remain responsible for any activity on your account with us and the Platform between sending us an email and the termination of your account with the Company.

On termination of the Client Agreement, you shall discontinue the use of the Services.

The right to terminate the Client Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

Upon the termination of the Client Agreement for any reason, except as otherwise provided in the Client Agreement and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Client Agreement.

14. TELEPHONE RECORDING

For service quality assurance and regulatory reasons, the Company and its subcontractors may record telephone calls made from and to its offices. You hereby agree that telephone calls made either by you or the Company may be recorded.

15. INTELLECTUAL PROPERTY

15.1. The trademarks, service marks and trade names (collectively the "Trade Marks") used by the Company on the Website are the trademarks, service marks and trade names of the Company or any company within its group of companies or its licensors (as applicable) and these entities reserve all rights to such Trade Marks. In addition to the rights in the Trade Marks, the Company or any company within its group of companies or its licensors (as applicable) own the rights in all other content on the Website, including but not limited to the images, pictures, graphics, photographs, animations, videos, music, audio and text available on the Website (collectively the "Site Content") and the Site Content is protected by copyright or other intellectual property rights.

15.2. The Trade Marks and Site Content are and are protected by Copyright Laws and International Treaties and provisions.

15.3. You hereby acknowledge that by using the Services or the Website you obtain no rights in the

Trademarks or the Site Content and you may only use the same in complete accordance with the Client Agreement.

- 15.4. You agree not to delete copyright notices or any other indications of protected intellectual property rights from materials that you print or download from the Website. You will not obtain any intellectual property rights in, or any right or license to use the site or materials such, as set out other than in the Client Agreement.

16. INDUCEMENTS FROM AND TO THIRD PARTIES

The company may receive payments from Broker due to the agreement of both parties that the Company act as introducer broker for Broker.

The Company may, where applicable, make payments to third parties that help initiate, conclude or maintain a business relationship between us (or our affiliates) and our clients. These payments may include rebates, commission and profit sharing.

17. MISCELLANEOUS

- 17.1. If any part of the Client Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of the Client Agreement and shall not affect the validity and enforceability of any of the remaining provisions of the Client Agreement. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.
- 17.2. No waiver by us of any terms of the Client Agreement shall be construed as a waiver of any preceding or succeeding breach of any terms of the Client Agreement.
- 17.3. Unless otherwise expressly stated, nothing in the Client Agreement shall create or confer any rights or any other benefits to third parties.
- 17.4. The Client Agreement contains the entire agreement between the Company and you relating to your use of the Services and supersedes any and all prior agreement between the Company and you in relation to the same. You confirm that, in agreeing to accept the Client Agreement, you have not relied on any representation save insofar as the same has expressly been made a representation by the Company in the Client Agreement.
- 17.5. Unless otherwise stated herein, you may not transfer, assign, sublicense or pledge in any manner whatsoever any of your rights or obligations under the Client Agreement.
- 17.6. The Company reserves the right to transfer, assign, sublicense or pledge the Client Agreement, in whole or in part, without your consent: (i) to any entity within the same corporate group as the Company, or (ii) in the event of a merger, sale of assets or other similar corporate transaction in which the Company may be involved in.
- 17.7. Nothing in the Client Agreement shall be construed as creating any partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.
- 17.8. The Client Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of Saint Vincent and Grenadines and you irrevocably submit, for the benefit of the Company, to the exclusive jurisdiction of the courts of the Saint Vincent and Grenadines to settle any disputes (including claims for set off and counterclaims) which may arise in connection

with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, the Client Agreement or otherwise arising in connection with the Client Agreement.

17.9. The Client Agreement has been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of the Client Agreement and the English language version, the meaning of the English language version shall prevail.

18. COMPLAINTS

If you wish to raise any complaint or Dispute you should contact us as soon as practicable at complaints@smartcrewltd.com. Please keep your own record of dates or times of your dealings with us and other issues as that will help us to investigate any complaints or disputes.

If your complaint relates to your interaction with the Broker, such as Orders execution, you must contact the Broker directly and consult its Complaint Handling Procedures.

We operate a Complaints Handling Procedure to enable us to deal promptly and fairly with complaints. Details of this procedure are available on request from our Customer Support Team.

Any complaint or Dispute should in the first instance be referred to Customer Support Team (details of which are given on our Website). If the complaint or dispute is not resolved to your satisfaction you may refer the matter to the Complaints Manager at the same address. All complaints will be responded to in writing within 14 days of receipt.

If either you or we notify the other party of a Dispute, you and we will consult in good faith in an attempt to resolve the Dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any agreed process which can be applied to the subject of the Dispute or, where no such agreed process exists or you and we agree that such agreed process would be unsuitable, determining and applying a resolution method for the Dispute.

19. LAW & JURISDICTION

This Agreement is governed by, and shall be construed in accordance with, the laws of St. Vincent and Grenadines.

Each of the Company and the Client hereby agrees that the St. Vincent and Grenadines courts shall have non-exclusive jurisdiction with respect to any disputes or claims which may arise out of or in connection with this Agreement and accordingly the Company and you each submit to the jurisdiction of the St. Vincent and Grenadines courts **provided that** you acknowledge and agree that the Company may commence proceedings for the recovery of any amount due to it from the Client in any appropriate jurisdiction.