



## Terms and Conditions

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

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These terms and conditions set out the basis on which the Company agrees to provide its services subject to applicable regulations.

## 1. Interpretations

In these Conditions, the following words and expressions shall have the following meanings:

**Account** means a transaction account of the client with the Company;

**Account Statement** shall mean a periodic statement of the transactions credited or debited to an Account;

**Agreement** means the General Conditions, each Contract and any document amending and/or expressed to be supplemental to any or all thereof will together constitute a single agreement between the Client and the Company;

**Client** shall mean the individual person or legal entity being a customer of the Company;

**Contract** shall mean any contract, whether oral or written, for the purchase or sale of any currency or other transaction relating thereto, entered into by the Company with the Client;

**Discretionary Account** means an account where the Client has given authority to another person(s) to trade the account;

**Services** means the services to be provided by the Company under this Agreement;

**Trading Platform** shall mean any on line trading platform made available by the Company;

**Value Date** means the date for settlement of a Contract specified in the applicable Contract Note.

## 2. Client Representations, Warranties and Acknowledgments

**2.1** The Client represents, warrants and undertakes at the time this Agreement is made and the making of each Contract hereunder that:

- Is a person of at least 18 years old;
- It does not have any legal disability with respect to, and is not subject to any law or regulation which prevents its performance of this Agreement or any contract contemplated by this Agreement;
- It has obtained all necessary consents and has the authority to enter into this Agreement (and if the Client is a company, it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organizational documents);
- All sums made by way of deposit or security shall, subject to this Agreement, at all times be free from any charge, lien, pledge or encumbrance;
- And the information provided by the Client to the Company is complete, accurate and not misleading in any material respect

**2.2** The Client agrees and acknowledges that:

- The Company will, in general, not provide any advice to the Client. If the Company effects a transaction with or for the Client, this shall not be taken to mean that the Company recommends, or concurs on the merits of, the transaction or that the transaction is suitable for the Client;
- Dealing in foreign currencies carry a high degree of risk and adverse market movements can give rise to losses exceeding the Client's original deposit and consequently the Client can afford to lose the sums which it remits to the Company as deposit and otherwise satisfy any losses resulting from a Contract;
- The foreign exchange market is unregulated and although all Contracts are executed in accordance with applicable laws, the Client will not benefit from any statutory or other compensation scheme in respect of its foreign exchange trading through the Company;
- Scope Markets is engaging an independent third party or payment service provider for payment collection. The Client acknowledges and confirms that the third party is acting on his/her instruction to transfer the funds on client's behalf to payment service provider with no liabilities, obligations or warranties. The client agrees and confirms that he/she has no right to claim any transferred funds from the third party or payment service provider in any ways, or under any title or under any circumstances.
- The Client is clear on the fact that any third party or payment service provider will just facilitate his/her business with his/her supplier and that the Client was not offered any form of financial services from them. The Client is clear that we should not use the third party/payment service provider or its affiliates as the financial services vehicle but a conventional and trusted service provider to facilitate payment only. The Client confirms that he/she has no further and future claims against the third party or payment service provider after settlement has been made.
- Without limiting the mentioned provisions, the Client understands that laws regarding financial contracts vary throughout the world, and it is his/her responsibility to make sure he/she properly complies with any law, regulation or guideline in his/her country of residence regarding the use of the Site. To avoid any doubt, the ability to access the Site does not necessarily mean that our Services and/or his/her activities through the Site are legal under the applicable laws, regulations or directives relevant to his/her country of residence.

### 3. Services

According to the present Agreement, the Company opens and will operate accounts of the client with the purpose of fulfilment of operations by him on foreign exchange markets under conditions "spot" and all other markets according to the Agreement. Concerning any trading operation, the client and the Company act as principals, and the Company does not act as the agent or on behalf of the client. This means that while the Company will not come with the

client to the other agreement, the client bears the full and direct responsibility for execution of any obligations on the made trading operations. If the client acts on behalf of someone's name independent on that fact, whether this person is identified or not, the Company does not accept him as the client and does not carry any responsibility except in those cases when it is separately coordinated and stipulated.

The company will offer execution-only dealing services to you and such additional services as we may agree from time to time. We will not advise you on the merits or suitability of any transaction entered into pursuant to this Agreement. We will not manage nor monitor your investments. Our execution of any order on your behalf does not in any way imply any approval or recommendation of that transaction. Although we are not required to explain to you any risks that may arise because of a particular transaction, we have set out various risk disclosure attached to this Agreement for your information;

The Company will not, unless specifically agreed to in writing with you, be acting in a fiduciary capacity or provide any personal recommendation to you in respect of, nor provide any advice you on the merits of, any transaction in financial instruments. Accordingly, you should make your own assessment of any transaction that you are considering in the light of your own objectives and circumstances, including without limitation the possible risks and benefits of entering into that transaction. You should not rely on any information, proposal or other communication from the Company as being a recommendation or advice in relation to that transaction.

#### **4. Margin and Deposit Requirement**

Client shall provide to and maintain with the Company margin in such amounts and in such forms as the Company, in its sole discretion, may require. The Company may change margin requirements at any time. No previous margin requirement by the Company shall prevent the Company from increasing that requirement without prior notice. the Company retains the right to limit the amount and/or total number of open positions that Client may acquire or maintain at the Company. the Company shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions including but not limited to loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. For example, in volatile market conditions, margin call may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged due to currency conversion rate or daily interest.

Our service is restricted to executing transactions at the quoted prices at your request. When executing transactions, we will not be executing orders on your behalf and accordingly, we will not be subject to any obligation to take reasonable steps to obtain the best possible result for you.

We may require you to limit the number of open positions that you may have through us at any

time. We may, in our sole and absolute discretion, close out any one or more transactions in order to ensure that such positions limits are maintained.

## **5. Instruction**

Unless otherwise agreed by us, all dealing instructions must be given to us electronically through your trading platforms, our liquidity connection. We do hold the right to accept or reject any orders given via telephone or online chat programs.

A dealing instruction given by you shall not take effect until actually received by us. In the absence of fraud, gross negligence or willful misconduct on our part, we shall be entitled to act on your behalf upon instruction given or purporting to be given by you or any other person on your behalf without further inquiry as to the genuineness, authority or identity of any such person giving or purporting to give such instructions.

We may, in our sole and absolute discretion, refuse to accept any dealing instructions from you but will endeavor to notify you of any such refusal, without giving any reasons, promptly following receipt of your instructions. In addition, a dealing instruction that for any reason is not received by us in a manner in which it can be processed shall be deemed rejected by us. We may cancel any instructions previously given by you provided that we have not acted on your instructions. We shall not be liable for any loss or damage (including direct, indirect or consequential loss or loss of profits) suffered by you or any third party in connection any action or inaction under this Section except to the extent that such loss or damage results directly from our or their fraud, gross negligence or willful misconduct.

Execution of a dealing instruction by us shall constitute a binding agreement by you and us on the terms of such instruction.

## **6. Commission and Fees**

The client must pay the Company the commissions, fees, taxes and charges for dealing in all products provided for the client at the rates determined by the Company from time to time and notified to the Client in writing from time to time.

All fees and charges are due and payable immediately. Any sums due to us pursuant to this Agreement may be deducted by us from the proceeds of any transaction or debited from your account with us. In the event of late payment by you, overdue amounts shall bear interest at five percent (5%) per month over the base rate of Scope Markets (or such lesser amount as may be permitted by applicable law).

## **7. Security**

All funds, securities, commodities, currencies, and other property belonging to you that we or our-affiliates may at any time be holding for you (either individually, jointly with another, or as a guarantor of the account of any other person) or that may at any time be in our or its possession or control or carried on our or its books for any purpose, including safekeeping, are to be held by us as security and subject to a general lien and right of set-off for any of your liabilities to us under this Agreement whether or not we have made advances in connection with such funds, securities, commodities, currencies or other property, and irrespective of the number of accounts you may have with us. We may, in our sole and absolute discretion and without notice to you, apply and/or transfer any or all funds or other property belonging to you between any of your accounts with us.

Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set off any amounts (whether actual or contingent, present or future) owing between you and us. Furthermore, as a continuing security for the performance of all your Secured Obligations, you grant to us, with full title guarantee, a first fixed security interest in all funds, securities, commodities, currencies and other property now or in the future provided by you to us or to our order or under our direction or control or otherwise standing to the credit of your account under this Agreement or otherwise held by us or our affiliated companies or our nominees on your behalf. You agree that we shall be able to apply such funds, securities, commodities, currencies and other property in or towards satisfaction of all or any part of the Secured Obligations that are due and payable to us but unpaid.

You hereby represent that any funds, securities, commodities, currencies and other property that you transfer to us security under this Agreement are free from any lien, security interest or other encumbrance other than the lien created under this Agreement. You hereby also grant to us the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other customers, to ourselves as broker or to others, any funds, securities, commodities, currencies and other property belonging to you which is held by us as margin or security.

## **8. Tape Recording of Conversation**

The Client acknowledges and expressly accepts that the Company may record all telephone conversations between the parties. Such recordings shall remain the property of the Company and the Client agrees, to the use thereof or transcript there from, as evidence by the Company in any dispute or anticipated dispute between the parties under this Agreement.

## **9. Settlement date and Rollovers**

The Client authorizes the Company to rollover all Open Spot Positions in the Client's Trading Account, at the Client's risk, into the next settlement time period upon such terms as the Company determines in its sole discretion. The positions will be rolled over by debiting or crediting the Client's Trading Account with the amount calculated in accordance with the Company's Rollover/Interest Policy.

In the absence of timely instructions from you, we are authorized, at our sole and absolute discretion, to rollover or offset all or any portion of the currency positions in your accounts or to make or receive delivery on your behalf upon such terms and by such methods deemed reasonable by us in our sole and absolute discretion.

## 10. Default

Without prior notice to, or receiving further authority from the Client, the Company shall have the right to close out all or any part of any Contract, and realize any other assets of the Client held by the Company, upon or at any time after the happening of any of the following events:

- The Client fails to make any payment due under this Agreement on the due date;
- The Client fails to observe or perform in whole or in part any of the provisions of this Agreement or commits a material breach of the representations, warrants or acknowledgment in this clause;
- The Client dies, is declared absent, or becomes of unsound mind;
- A bankruptcy petition is presented in respect to the Client or, if a partnership, in respect of one or more of its partners or, if a company, any steps are taken or proceedings initiated or protection sought under, any applicable bankruptcy reorganization or insolvency law by it in respect of itself or against it including, without limitation, the taking of any steps for the appointment of a receiver, trustee, administrator or similar officer to be appointed over its undertaking or assets or any part of them;
- The Company or the Client is requested to close out a Contract or any part of a Contract by any regulatory agency or authority;
- The Company reasonably considers it necessary for its own protection. Without prejudice to any other rights the Company may have, it shall be entitled to combine or consolidate all or any of the accounts maintained by the Client with the Company to set off any amount at any time owing from the Client against any amount owing by the Company to the Client. Any security, guarantee or indemnity given to the Company by the Client for any purpose shall extend to any amount owing from the Client after exercise of such right of set-off.

## 11. Segregation of Client Funds

The client agrees that its monies and the monies of other clients of the Company will be combined and deposited by the Company in a Client Bank Account. The client acknowledges that all monies credited to the Client Bank Account maintained by the Company may be used by the Company to meet the default on any account of the client with the Company.



## 12. Communications

Messages, reports, notifications and other information from the Company can be communicated to the Client by any of the following:

- putting it on company's website ([www.sminvest.com](http://www.sminvest.com));
- reports on trading platforms;
- via electronic message using the email address entered during account opening;
- post service;

Any outgoing correspondence of the Company is considered to be sent to the client after the process of transferring to the delivering services or when the information is received by transferring agent (Internet-provider for instance) for sending it to the clients no matter if it is received by client or not. Ingoing correspondence are considered to be delivered when it is received by the addressee in the Company.

The Client must inform the Company on any changes connected with the post address or other register information immediately by e-mailing us at: [customerservice@sminvest.com](mailto:customerservice@sminvest.com)

Orders on the trade account must be performed only via trade terminal or via phone, if there is no access to the trade terminal. The client is responsible for security of the password received by him from the Company. This password will allow him to gain access to the trade account.

Any transaction performed using the password is considered by the Company to be right, even if the password was used illegally by third party.

## 13. Trade Acknowledgments and Reports

Transactions performed online are acknowledged when the transaction is finished. Transactions performed via phone are acknowledged immediately in oral form and through the online trading systems in the next 24 hours. Reports and acknowledgments of the Client's orders and transactions are considered to be correct and finished. The Client can object to any transaction via phone or via e-mail at [operations@sminvest.com](mailto:operations@sminvest.com), no later than 24 hours after the transaction has been performed. Objections may be accepted following the Company's acknowledgment of receiving and considering it via e-mail.

The Client's refusal to objections on transactions appears to be acknowledgment and Agreement to all the actions performed by the Company. The Client understands and agrees that any mistakes that lead to losses or profits on his account will be corrected, and the balance of his account will be returned to the point before the mistake occurred, as if there was none.

## 14. Internet and Electronic Trading

Since the Company does not control signal power, its reception or routing via Internet or any other means of electronic communication, configuration of Client's equipment or reliability of its connection, the Company shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility, whether belonging to the

Company, client, any market, or any settlement or clearing system when the Client trades on line via Internet. The Client is obligated to keep passwords secret and ensure that third parties do not obtain access to the trading facilities. The Client will be liable to the Company for trades executed by means of the Client's password even if such use may be wrong.

### **15. Liability and Indemnity**

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

The Company shall not be held responsible for any loss or damage caused, directly, indirectly, by any events, actions or omissions beyond our control including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in, delay or failure of any transmission, communication or computing facilities.

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

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

We shall have no obligation to contact you to advise upon appropriate action in light of changes in market conditions or otherwise. The foreign exchange market is highly speculative and

volatile. Following execution of any transaction, you are solely responsible for making and maintaining contact with us for the purpose of monitoring the position of ensuring that any further instructions are given on a timely basis. We shall not be responsible for any loss caused directly, indirectly, actually or alleged as a result of any inability or failure by you to do so.

You acknowledge that (i) any market information or third party recommendations communicated to you by or through us or any affiliate, is not based on any assessment of your financial position or investment objectives and does not constitute advice or an offer to sell or the solicitation of an offer to buy any rolling spot foreign exchange contract, (ii) such information or recommendations, although based upon information obtained from sources believed by us to be reliable, may be based solely or partly on a third party's opinion and that such information may be incomplete and may be unverified, and (iii) we make no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or recommendation furnished to you. You acknowledge that we make no representations concerning the tax implications or treatment of transactions entered into by you.

You agree to indemnify and hold us, our affiliates, our Service Providers, and any of our or their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees and costs, incurred by us in connection with the provision of our services to you provided that any such liabilities, losses, damages, costs and expenses have not arisen for our fraud, gross negligence or willful misconduct.

Scope Markets and its affiliates are not liable for incidental, special, consequential, indirect or punitive damages for any reason (including loss of data or other business or property damage), even if Customer has advised of such a claim. The aggregate liability of Scope Markets and its affiliates shall not exceed the fees that Customer has paid under this Agreement during the thirty (30) days immediately preceding the date on which Customer first asserts the applicable claim. Customer agrees that the pricing for the Service would be substantially higher but for these limitations.

## **16. Currency and Price Fluctuations**

If Client directs the Company to enter into any foreign exchange transaction:

- any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for
- all initial and subsequent deposits for margin purposes shall be made in U.S Dollars, or another currency which the Company may choose to accept, in such amounts as the Company may in its sole discretion require, with subsequent deposits being in the same currency as the initial deposit; and

- the Company is authorized to convert funds in Client's account for margin into and from such foreign currency at a rate of exchange determined by the Company in its sole discretion on the basis of the prevailing money market rates
- any negative equity caused by the price gaps either at the opening or during market hours, Client agrees to fulfil all the negative equity in his account by the time the positions are liquidated.

### **17. Conflict of Interest**

Scope Markets Ltd. and its affiliates provide services in respect of a wide range of investment related activities to many different clients, some of which we or another Scope Markets Ltd. affiliated entity may have an interest, relationship or arrangement that is material in relation to a transaction effected with or for you (or the investment that is the subject of the transaction) or that could give rise to a conflict of interest.

We shall not be obliged to disclose to you or take into consideration any fact, matter or finding that might involve a breach of duty or confidence to any other person, or that 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.

### **18. Joint Accounts**

In case of a joint account,

- all pages of this form and any supplement form must be signed by both the account holders;
- all representations made with this agreement and supplements shall be deemed to have been made by both account holders;
- we may transmit notices and other communications to any one of you any may rely on notices and communications given by any one of you;
- all obligations of the accountholders under this agreement shall be joint and several.

### **19. Termination**

This Agreement shall continue in effect until termination, and may be terminated by Client at any time when Client has no open position(s) and no liabilities held by or owed to the Company upon the actual receipt by the Company of written notice of termination via e-mail, or at any time whatsoever by the Company upon the transmittal of written notice of termination to Client; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this agreement nor shall it relieve Client of any obligations arising out of prior transactions entered into in connection with this Agreement.

## 20. Discretionary Accounts

The Client acknowledges that neither the Company nor its staff trade on a discretionary basis. If a staff member of the Company approaches the client to trade the client account on a discretionary basis the clients must reject such an offer and inform the Company immediately.

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