

## CLIENT SERVICE AGREEMENT

This agreement ("Agreement") is entered between Brickhill Capital Limited (hereinafter "Brickhill Capital"), a company incorporated in Belize, with its principal place of business at **New Horizon Building, 3 1/2 Miles Philip S.W. Goldson Highway, Belize City, Belize**; and any client that requested for a margin trading account (hereinafter "Client") on the date of the creation of margin trading account. Brickhill Capital and the Client shall be sometimes referred to herein as the "Parties".

WHEREAS, Brickhill Capital is willing and able to provide the trading service to the Client, for its trading use on Brickhill Capital's trading facilities on the terms and conditions set out in this Agreement.

### 1. DEFINITIONS AND INTERPRETATION

#### A. DEFINITIONS

In this Agreement, unless the context otherwise requires:

"**Agreement**" means this Agreement, including all Schedules and the Appendices.

"**Applicable Laws**" means any law, direction, code, regulation, rule or requirement issued by a government authority in relation to, or having application to, the Services.

"**Business Day**" means a day (other than a Saturday or a Sunday) when banks are open for business in the recognised principal financial center(s) of the relevant currency/ies and which is also not an official bank holiday in Belize.

"**Commencement Date**" means the start date.

"**Confidential Information**" means:

a) all information concerning the organisation, business, finances, customers, suppliers, employees, affairs, transactions, trade secrets, operations, processes or dealings of Brickhill Capital which is not in the public domain and which is or may be received by the Client in connection with this Agreement.

b) All other information that may come to either party's knowledge in relation to or during the course of the performance of the Services and that the party is told is, or which from its nature and content is or would reasonably be expected to be, secret or confidential.

#### B. INTERPRETATION

a) The singular includes the plural (and vice versa) and a gender includes each other gender.

b) References to legislation include amendments to, and re-enactments of, that legislation.

c) If there is any conflict or inconsistency between the terms of these clauses 1 to 40 of this Agreement and Schedules then, unless otherwise expressly provided in this Agreement to the contrary, clause 1 to 40 will prevail over the Schedules.

### 2. TERM

This Agreement will commence immediately and will remain in force until its termination in accordance with clause 7.

### 3. DUTIES OF BRICKHILL CAPITAL

Brickhill Capital will:

**3.1** Provide the Client with margin trading service with reasonable care, skill and diligence and in compliance with all Applicable Laws.

**3.2** Complete and retain appropriate records relating to the provision of the service.

**3.3** Notify the Client immediately of any actual/ potential failure in providing the service.

**3.4** Protect the integrity of the data, information supplied by the Client and make all reasonable endeavors to protect the privacy of the data, information

### 4. DUTIES OF THE CLIENT

The Client must:

**4.1** Maintain sufficient deposit with Brickhill Capital to act as margin for its trade positions and to pay for any fees, commissions or losses resulting from these transactions.

**4.2** Be responsible for all activities carried out on the margin trading account after assuming the access to the trading account, including any losses beyond the funds maintained in the account.

**4.3** Not operate in a manner so as to cause Brickhill Capital to breach Applicable Laws.

**4.4** Not interfere with or obstruct the proper performance of the trading facilities provided by Brickhill Capital.

**4.5** Not do anything that may damage, interfere with, disrupt, disparage or bring into disrepute Brickhill Capital or its computer system or software.

**4.6** Provide Brickhill Capital with access to all documents and information reasonably required by Brickhill Capital to enable Brickhill Capital to provide the trading service.

**4.7** Use the trading facilities provided by Brickhill Capital for the exclusive use of its business and not to pass the service to any other party without expressed permission from Brickhill Capital.

**4.8** Maintain confidentiality of all the information supplied by Brickhill Capital in the provision of the Services and protect its privacy.

**4.9** Not use the margin trading account for any other purposes, other than for trading on Brickhill Capital trading platform.

### 5. COMPENSATION AND PAYMENTS

**5.1** Brickhill Capital will transact with the Client in accordance with the Terms of Business.

**5.2** All fees, commissions and overnight interest charged will be deducted directly from the Client's margin trading account.

**5.3** Absent an error, mistake, negligence or malfeasance on the part of Brickhill Capital, the Client will be fully liable for any uncollected and unsecured deficits that occur in the margin trading account as a result of:

**5.3.1** Failure of Client to fulfill its margin deposit obligations;

**5.3.2** Insufficient fund maintained to pay for its fees, commissions, overnight interests or losses generated from its trading activities;

**5.3.3** Client dishonoring or stopping payment of a negotiable instrument or the stopping of any funds in transit to Brickhill Capital by any means whatsoever.

**5.4** As long as such resulting deficit remains unpaid, the Client specifically grants to Brickhill Capital the right to offset against any future deposit made by the Client, and to charge any fees incurred in recovering the unpaid deficit from the client.

**5.5** Brickhill Capital may charge interest on overdue accounts and any other fees and expenses not paid as provided hereunder at the rate of TWO percentage points (2%) per month above the base rate provided by Barclays London or the maximum amount allowed by law, calculated from the due date to the date of receipt of the overdue amount by Brickhill Capital (after as well as before judgement) compounded and payable at intervals selected by Brickhill Capital at its discretion. This obligation to pay interest is without the need for a notice or demand by Brickhill Capital.

### 6. CONFIDENTIALITY

Except as otherwise provided in this Agreement, or as the Parties may otherwise consent to in writing, the Parties will keep confidential and not disclose, or make any use of, at any time, either during or subsequent to the termination of this Agreement, any trade secrets, formulae, methods, techniques, confidential information, computations, knowledge, data or other information of either Party relating to software products, trading platforms, trade routing systems, counter parties, processes, know-how, marketing, merchandising, selling ideas, selling concepts or other confidential information, forecasts, marketing plans, strategies, pricing strategies, computer programs, copyrightable materials, finances or other subject matter pertaining to any of the Parties' business, or any of its clients, customers, consultants, suppliers or affiliates, which either Party may produce, use, view or otherwise acquire during the relationship created by this Agreement ("Proprietary Information").

**6.1** The Parties acknowledge that all software provided hereunder is mostly for the convenience of the Parties to enhance the efficiency of executing Forex, precious metals and CFDs transactions.

**6.2** The Parties acknowledge and agree the strict confidentiality that any Proprietary Information is given to the other Party, solely to permit the Parties to fulfill their obligations to each other pursuant to this Agreement, and that such information derives actual or potential economic value by virtue of its confidentiality and nondisclosure to the public or other persons who could obtain economic value from their disclosure.

**6.3** A party may disclose or use Confidential Information where:

**6.3.1** The Confidential Information was independently available to it from a third party having a right to disclose it; or

**6.3.2** The Confidential Information at the time of this Agreement was or subsequently has become in the public domain (through no fault of the party or any other person to whom it discloses the Confidential Information); or

**6.3.3** The party is obliged to disclose by law; or

**6.3.4** The Parties agree in writing that certain Confidential Information may be disclosed.

**6.4** The Client agrees to keep confidential and secure all user names, user IDs, account numbers, passwords, access procedures, encryption keys and security information supplied to it by Brickhill Capital including, but not limited to, the information provided for its use.

### 7. TERMINATION

**7.1** Either party may terminate this Agreement, without cause, upon giving one (1) month's written notice to the other party. Any shortage in notice period to be charged in lieu thereon.

**7.2** Either party may terminate this Agreement immediately by notice in writing if the other party:

**7.2.1** At any time, fails to be in substantial compliance with the material terms and conditions of this Agreement.

**7.2.2** Files a petition for bankruptcy or if a petition in bankruptcy is filed against either party, or has a receiver or administrator appointed (whether voluntarily or not), either party becomes insolvent, or makes an assignment for the benefit of creditors, or if either party discontinues its business.

**7.2.3** Is convicted of a criminal offence, or is the subject of a banning order or fails to hold a license or authorisation required to perform its obligations under this Agreement.

**7.2.4** Any authority having jurisdiction over the business being conducted by this Agreement or any authority of a territory or nation in which the business contemplated by this Agreement is being conducted establishes a regulatory scheme which in either party's sole discretion would make compliance with the terms of this Agreement legally or economically unfeasible. If not legally or economically feasible, the contract would be null and void, but only as to the jurisdiction(s) within which the new regulatory scheme applies.

### 8. EFFECT OF TERMINATION

In the event of the termination of this Agreement for any reason, the Parties will promptly surrender, and deliver to each other, Proprietary property, including but not limited to, all materials, equipment, documents, property and data pertaining to their relationship with, or to any Proprietary Information of, the other Party, including all copies thereof. Upon termination of this Agreement, each party will perform its outstanding obligations up to the point of termination or expiry and beyond in the case of particular obligations that are specified to survive termination of expiry. For whatever reason, any information required to be kept by any applicable financial regulations pertaining to the Forex, precious metal and CFDs may be retained by either Party. Clauses 5, 6 & 7, 10, 11, 12, 21, 23, 24, 25 & 36 and any other relevant provisions, will survive the termination or expiry of this Agreement.

### 9. COMPLIANCE WITH APPLICABLE LAW

Brickhill Capital and the Client each represents and warrants that it will, during the term of this Agreement, comply with all applicable laws, rules and regulations, including anti-money laundering laws.

### 10. ERRORS

Any errors or discrepancies in a trade or margin trading account must immediately be called to the attention of Brickhill Capital for correction and in all events before the next Brickhill Capital trading session has opened. Failure to do so will result in a charge back to the Client for any loss incurred by said delay.

### 11. FORCE MAJEURE

Neither party is liable for any loss, damage, detention, delay or failure to perform any of its obligations under this Agreement, resulting from causes beyond its control including fires, strikes, insurrections, riots, embargoes, motor vehicle shortages, transportation delays, inability to obtain supplies of raw materials, or requirements or regulations of the Belize government or any other civil or military authority.

If either party is, or is likely to be, affected by such cause, it will immediately notify the other party of the occurrence of the relevant event and will use its best endeavours to overcome or mitigate the effects. The party affected will perform its obligations to the extent it is able to do so notwithstanding the event of Force Majeure.

**12. COMMUNICATION DELAYS, ERRORS AND INTERRUPTIONS**

Brickhill Capital will not be responsible for delays, errors, omissions, or interruptions in transmission of orders due to telecommunication or Internet connectivity disruptions, breakdown or failure of transmission or communication equipment on the Internet or otherwise, including, but not limited to, website functionality and content, trading application content and performance, trade execution, trade processing, customer service, account registration, computer software or hardware, breakdowns, malfunctioning errors, any and all problems or glitches associated with computer problems or any other technical cause or causes beyond Brickhill Capital's reasonable control.

**13. INDEMNITIES**

The Client agrees to indemnify and hold Brickhill Capital and its principals, shareholders, officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, costs (including those stemming from regulators) involving the Client's activities including account deficits, losses and expenses (including attorneys' fees) that Brickhill Capital may sustain or become liable or answerable for or shall pay, as a result of any alleged act, practice, conduct or omission of the Client.

**14. NO LIABILITY FOR CONSEQUENTIAL DAMAGES**

To the maximum extent permitted by applicable law, in no event shall Brickhill Capital or their affiliates, parent companies, employees, agents, attorneys, officers, managers, directors or suppliers, be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use any software provided by Brickhill Capital to the Client for its use in transacting business with Brickhill Capital, even if Brickhill Capital has been advised of the possibility of such damages.

The Client indemnifies Brickhill Capital from and against all actions, proceedings, damages, fines, penalties, liabilities, losses, costs and expenses (including legal costs or as a result of any legal proceedings) of Brickhill Capital resulting directly or indirectly from any third party claim against Brickhill Capital in relation to the provision of Services in accordance with this Agreement (except to the extent that such third party claim is caused directly by the gross negligence of, or breach of this Agreement by, Brickhill Capital).

**15. PROHIBITION OF GUARANTEES OR PROMISES AGAINST LOSS**

The Client acknowledges that the Brickhill Capital do not make any guarantee against losses, or limit the loss of any trade or not call for or attempt to collect any losses beyond the required initial margin and maintenance margin as established by Brickhill Capital.

**16. RIGHT TO CHANGE PRODUCT OFFERINGS**

Brickhill Capital shall have the right, in its sole discretion, to change, vary or discontinue its trading service or products offered to the Client pursuant to this Agreement.

**17. WAIVER OF BREACH**

Any delay, failure or forbearance by a party to exercise (in whole or in part) any right, power or remedy under, or in connection with this Agreement, will not operate as a waiver of such right, power or remedy. A waiver of any breach of any provision of this Agreement will not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach will not be, or be deemed to be, a waiver of any other, or subsequent breach.

**18. AMENDMENTS**

This Agreement may be amended by Brickhill Capital without notice and be effected immediately.

**19. JURISDICTION AND VENUE**

Both Parties agree that any controversy between Brickhill Capital and the Client or their respective officers, directors, members, employees and agents, arising out of or relating to this agreement, shall be litigated in a court located in Belize, and both Parties hereby agree to submit to the jurisdiction of such court. No legal action may be commenced by either party hereto arising out of this Agreement more than two (2) years after any claim arises.

**20. GOVERNING LAW**

This Agreement is governed by, and is to be construed in accordance with, the laws of Belize. All rights and liabilities of the Parties shall be governed by the laws of Belize without regard to its conflict of laws principles.

**21. ARBITRATION**

All controversies, causes of action, and equitable claims arising out of or relating to this Agreement, or the business dealings between the Parties, shall be resolved by binding arbitration in Belize under the auspices of IFSC in accordance with its rules for resolving commercial disputes. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the Parties. The Parties shall authorize the arbitrator(s) to grant equitable relief, as well as monetary damages. The prevailing Party, as determined by the arbitrator(s), shall be entitled to recover from the other Party all costs and expenses (including reasonable attorneys' fees) incurred in connection with the arbitration. All awards rendered in the arbitration shall be final, binding and non-appealable.

**22. LANGUAGE**

This Agreement will be executed in English, any language translation is for convenience only, if there is any inconsistency between the English and the translated version, the English version should prevail.