

# TERMS AND CONDITIONS

Customer agreement ("Agreement") is entered into and between Fairfield Digital Management Group, a Company regulated as Security Dealer, hereinafter ("Fairfield DMG") and the undersigned individual or legal entity, including corporation, limited liability company, trust or partnership, as applicable, hereinafter ("Customer") that wants to open a Customer Account ("Account") with Fairfield DMG.

In consideration of Fairfield DMG's agreement to carry one or more Accounts of the Customer and provide services to the Customer in connection with the purchase and sale of over-the-counter securities, cryptocurrencies, CFD, or other derivatives contracts ("FX"), the Customer agrees as follows:

## A. TRADING

### 1. AUTHORIZATION TO TRADE

Subject to the terms and conditions of this Agreement and acceptance of the Customer's application to open an Account with Fairfield DMG, the Customer hereby authorizes Fairfield DMG to maintain one or more Accounts in the Customer's name and engage in financial transactions for Customer's Account in accordance with oral, written or electronic instructions by the Customer and its authorized officers, partners, principals, employees or other agents ("Representatives"). The Customer will bear the risk of all unauthorized instructions by its Representatives and will indemnify and hold Fairfield DMG harmless from all claims, liabilities, losses, damages, fees, costs and expenses relating to or arising from Fairfield DMG's reliance on such instructions, including any improper, unauthorized or fraudulent instructions by the Representatives, except in cases of gross negligence or willful misconduct by Fairfield DMG. Unless expressly stated otherwise in writing, all transactions entered into between Fairfield DMG and Customer shall be governed by the terms and conditions of this Agreement, as amended from time to time (including, without limitation, Fairfield DMG's Disclosures and Trading Policies and Procedures). Finally, I confirm that I am aged 18 years or over and that the information provided by me in this application is accurate and correct.

## B. ACCOUNTS

### 1. ACCOUNT APPROVALS AND MAINTENANCE.

Fairfield DMG may reject Customer's application or close Customer's Account for any reason, at Fairfield DMG's sole and absolute discretion. Fairfield DMG may require Customer to provide Fairfield DMG with additional information or documentation in order for Fairfield DMG to continue carrying Customer's Account. Customer acknowledges that Fairfield DMG may, at any time in its sole and absolute discretion, restrict trading, disbursements or transfers. Fairfield DMG may amend, change, revise, add or modify the Agreement at any time. The most current Agreement will be posted to Fairfield DMG's Web site <https://Fairfielddmg.com/>. Customer understands that this Agreement cannot be modified by any verbal statements or written amendments that Customer seeks to make to the Agreement without written acceptance from the General Counsel of Fairfield DMG. Customer acknowledges and agrees that Accounts are segregated in the Fairfield DMG's books and records only, and Customer's funds are not insured and are deposited with a liquidity provider selected by Fairfield DMG in its sole discretion.

### 2. JOINT ACCOUNT OWNERS.

If this Account is held by more than one (1) person, all of the joint holders agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Account is held in trust, joint ownership, or partnership, the undersigned hereby agrees to indemnify, defend and hold harmless Fairfield DMG for any losses resulting from breach of any fiduciary duty of the undersigned to the other holders and beneficiaries of this Account. Further, any one or more of the joint owners shall have full authority for the Account and risk of the Account owners, to buy,

sell, and trade in transactions of foreign currencies or off-exchange options, to deposit with and withdraw from Fairfield DMG, currencies, securities, negotiable instruments, and other property, including withdrawals to or for the individual use or Account of the party directing the sale or of any other party, to receive and acquiesce in the correctness of notices, confirmations, requests, demands and all other forms of communications, and to settle, compromise, adjust, and give releases with respect to any and all claims, demands, disputes, and controversies. Upon death or legal incapacity of any of the undersigned, Fairfield DMG is authorized to take such action in regard to the Account, as Fairfield DMG may deem advisable to protect itself against any liability, penalty or loss. Customer agrees to notify Fairfield DMG immediately upon the death or legal incapacity of any joint owner. Fairfield DMG may terminate this Agreement by written notice to any one of the joint owners. In the event that Fairfield DMG receives a notice of a dispute between or conflicting instructions from joint account holders, Fairfield DMG may, but is not required to, place restrictions on the account, including restrictions on withdrawals or transfers from an account, until Fairfield DMG receives satisfactory documentations that the dispute has been resolved or all joint account holders give Fairfield DMG instructions.

### 3. INTEREST FREE ACCOUNT HOLDERS.

The undersigned account holder ratifies and confirms that he/she requires an Interest-Free Account in order to comply with Sharia law. Customer hereby consents and acknowledges Company reserves the right to apply processing fees to Interest Free Accounts and shall calculate and apply a profit or loss Adjustment to the Customer's account using its posted daily roll rates as the basis for calculation. Company shall calculate the profit or loss Adjustment and debit or credit the Customer's account at its own discretion without any prior notice. It is also understood an Interest-Free Account will be debited prior to the disbursement of funds for every withdrawal request. Fairfield DMG reserves the right to revoke the Interest Free Trading account option and/or change the commission fee structure at any time with or without notice.

### 4. MARGINS AND DEPOSIT REQUIREMENTS.

Customer shall provide and maintain margin in such amounts and in such forms as Fairfield DMG, in its sole discretion, may require. Customer agrees to deposit by immediate wire transfer such additional margin when and as required by Fairfield DMG, and will immediately meet all Margin Calls in such mode of transmission as Fairfield DMG shall, in its sole discretion, designate. Fairfield DMG may change margin requirements at any time without prior notice. Fairfield DMG retains the right to limit the amount and/or total number of open positions that Customer may acquire or maintain at Fairfield DMG. Fairfield DMG reserves the right to close any Customer positions at any time that it deems necessary. Fairfield DMG 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 a margin call may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged, in the jurisdictions where hedging is permitted by law, due to currency conversion rate volatility or daily interest charges or credits.

### 5. ROLLOVERS.

Fairfield DMG may, in its sole discretion and without notice to Customer, offset Customer's open positions, roll over Customer's open positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by Fairfield DMG, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customer's open positions may differ on a customer-by-customer basis, at Fairfield DMG's sole discretion. Any positions held in Customer's Account at 17:00 EST may be rolled over to the next settlement date and the Account may be debited or credited for the interest differential for the rollover period.

### 6. SETTLEMENT DATE OFFSET INSTRUCTIONS.

Off set instructions on currency positions open prior to settlement arriving at settlement date must be given to Fairfield DMG at least one (1) business day prior to the settlement or value day. Alternatively, sufficient funds to take delivery or the necessary delivery documents must be in the possession of Fairfield DMG within the same period described above. If neither instructions, funds nor documents are received, Fairfield DMG may without notice, either offset Customer's position or roll Customer's positions into the next settlement time period or make or receive delivery on behalf of Customer upon such terms and by such methods deemed reasonable by Fairfield DMG in its sole discretion.

#### 7. LIQUIDATION OF ACCOUNTS.

In the event of: (a) death or judicial declaration of incompetence of Customer or, in the case of a legal entity, its dissolution or liquidation; (b) filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) filing of an attachment against any of Customer's Accounts carried by Fairfield DMG; (d) insufficient margin, or Fairfield DMG's determination that any collateral deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account; (e) Customer's failure to provide Fairfield DMG any information requested pursuant to this Agreement; or (f) any other circumstances or developments that Fairfield DMG deems appropriate for its protection, and in Fairfield DMG's sole discretion, it may take one or more, or any portion of, the following actions: (1) sell any or purchase any or all contracts, securities or other property held or carried for Customer; and (2) cancel any or all outstanding orders or contracts, or any other commitments made with Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal or appointed representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.

#### 8. MANAGED ACCOUNTS.

With regard to managed Accounts, a money manager ("Money Manager") is a person or entity authorized to make decisions with respect to an Account on behalf of the Account's beneficial owners, including a trustee, custodian, conservator, guardian, executor, administrator, attorney-in-fact, or investment advisor or other person to whom Customer has granted trading authority over an Account. Customer understands and agrees that Fairfield DMG may, but is not required to, review any action or inaction by a Money Manager with respect to an Account and is not responsible for determining whether a Money Manager's action or inaction satisfies the standard of care applicable to such Money Manager's handling of the Account. Customer further understands and agrees that Fairfield DMG is not responsible for determining the validity of a person's or entity's status or capacity to serve as a Money Manager. Customer agrees to hold Fairfield DMG and its officers, directors, employees, agents and affiliates harmless from any liability, claim, or expense, including attorneys' fees and disbursements, as incurred, for the actions or non-actions of Customer's Money Manager.

#### C. CUSTOMER REPRESENTATIONS

##### 1. GENERAL REPRESENTATIONS AND WARRANTIES.

Customer represents and warrants that:

- a) Customer is of sound mind, legal age and legal competence;
- b) Customer (if not a natural person) is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
- c) Execution and delivery of this Agreement and all transactions contemplated hereunder have been duly authorized by Customer and will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer;

- d) Each person executing and delivering this Agreement has been duly authorized by Customer to do so;
- e) No person other than the Customer has or will have an interest in Customer's Account;
- f) Regardless of any subsequent determination to the contrary, Customer is suitable to trade securities,
- g) Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company that trades the same instruments as those offered by Fairfield DMG, and in the event that Customer becomes so employed, Customer will promptly notify Fairfield DMG via e-mail of such employment;
- h) Customer has read and understands the Risk Disclosure Statement, Arbitration Agreement and Trading Policies contained in this Agreement;
- i) Customer has conducted simulated trading using the demo trading platform for a period that has allowed the Customer to develop a full understanding of the trading platform;
- j) All information provided by Customer to Fairfield DMG, including information regarding Customer's trading experience and investment sophistication, is true, correct and complete, and Customer will notify Fairfield DMG promptly of any changes in such information; and
- k) Customer will not engage in security transactions for purposes of arbitrage or exploitation of temporary inaccuracies in any exchange rates or technical discrepancies.

## 2. DISCLOSURE OF FINANCIAL INFORMATION.

Customer represents and warrants that the financial information disclosed to Fairfield DMG in the Application is an accurate representation of the Customer's current financial condition. Customer represents and warrants that in determining Customer's Net Worth, Gross Income, Total Assets and Liabilities were carefully calculated. Customer represents and warrants that in determining the value of Total Assets, the Customer included cash and/or cash equivalents, Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets. Customer represents and warrants that in determining the value of Liabilities, Customer included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. Customer represents and warrants that Customer has very carefully considered the portion of Customer's Total Assets which, Customer considers to be Risk Capital. Customer recognizes that Risk Capital is the amount of money Customer is willing to put at risk and if lost would not, in any way, change Customer's lifestyle. Customer agrees to immediately inform Fairfield DMG if the Customer's financial condition changes in such a way as to reduce Customer's Net Worth and/or Risk Capital.

## 3. CREDIT.

Customer authorizes Fairfield DMG or agents acting on behalf of Fairfield DMG to investigate Customer's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as Fairfield DMG shall deem appropriate to verify information regarding Customer. Customer further authorizes Fairfield DMG to investigate Customer's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, banks, compliance data centers, and any other financial and investment institution as Fairfield DMG shall deem appropriate. Upon reasonable request made in writing by Customer to Fairfield DMG, Customer shall be allowed to review any records maintained by Fairfield DMG relating to Customer's credit standing. Customer shall also be allowed, at Customer's sole cost and expense, to copy such records. Customer acknowledges that Customer's credit score may be impacted when Fairfield DMG accesses Customer's credit file. Customer also acknowledges that Fairfield DMG may provide information (e.g. negative Account information of unsecured debts) regarding Customer's performance under this Agreement to these agencies.

## D. ORDER MANAGEMENT

### 1. CANCELLATION AND MODIFICATION REQUESTS.

Customer acknowledges that it may not be possible to cancel or modify an order. Customer understands and agrees that, if an order cannot be cancelled or modified, Customer is bound by any execution of the original order. Fairfield DMG is not liable to Customer if Fairfield DMG is unable to cancel or modify an order. Customer further acknowledges that attempts to modify or cancel and replace an order can result in an over-execution of the order, or the execution of duplicate orders, that Fairfield DMG's systems do not prevent over-execution on duplicate orders from occurring, and that Customer shall be responsible for all such executions. Customer agrees not to assume that any order has been executed or cancelled until Customer has received confirmation from Fairfield DMG with regard to order execution. Customer is responsible for knowing the status of Customer's pending orders before entering additional orders. Customer agrees to contact Fairfield DMG in the event Customer is unclear on the status of an order. Customer agrees to regularly review Customer's online Account Statement to confirm the status of Customer's orders.

### 2. STATEMENTS AND CONFIRMATION.

Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer if not objected to immediately upon receipt and confirmed in writing within one (1) business day after the execution of the Customer's order. Fairfield DMG will provide Customer access to view Customer's Account at any time with an online login via the Internet. Fairfield DMG will not provide trade confirmation via postal mail. Failure to object shall be deemed ratification of all actions taken by Fairfield DMG or its agents prior to Customer's receipt of said reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein.

### 3. CHARGES.

Customer shall pay such charges (including, without limitation, markups and markdowns, statement charges, idle Account charges, order cancellation charges, Account transfer charges, introducing broker and Money Manager fees, or other charges) arising out of Fairfield DMG providing services hereunder. Fairfield DMG may change its charges without notice. All such charges shall be paid by customer as they are incurred, or as Fairfield DMG in its sole and absolute discretion may determine, and Customer hereby authorizes Fairfield DMG to withdraw the amount of any such charges from Customer's Account(s).

#### Withdrawal Charges

All withdrawals will be charged with the actual banking/blockchain charges and commission for outward transfers plus any other out of pocket expenses. All Withdrawals via Skrill or Neteller, shall be charged with a fee of 1%.

Once a withdrawal request is submitted, the Company will process the withdrawal within one business day. The withdrawal applications which have been received during business working hours and/or on during business days will be dealt the next business day. When your withdrawal application is approved, it may take time for the banks and/or payment processors to process the payment, in these cases the Company shall not be held liable for such delays".

### 4. DEPOSITS AND WITHDRAWALS.

Fairfield DMG shall neither receive nor disburse Customer's funds in cash currency or cash equivalents. All transactions between Customer and Fairfield DMG shall be performed by wire, cryptocurrency, Automatic Clearing House ("ACH") or other method in which the identities of both the sending and receiving parties can be verified by Fairfield DMG and which Fairfield DMG, in its sole discretion, shall deem appropriate. Fairfield DMG shall perform deposit/withdrawal transactions only between Customer's Fairfield DMG Account and another Account which is

held in Customer's name or of which Customer clearly demonstrates ownership to Fairfield DMG. In order to prevent money laundering, fraud, and other unauthorized activity, Fairfield DMG may limit Customer's withdrawal options.

#### 5. INACTIVE DORMANT ACCOUNT

You acknowledge and confirm that any trading account held with the Company in which you have not placed a trade and/or made a deposit for a period greater than sixty (60) days, shall be classified by the Company as an Inactive Account. Inactive Accounts shall be charged with the inactivity fee of 30EUR/USD/GBP after 60 days of inactivity and shall be charged 30EUR/USD/GBP at the end of every 30 days.

#### 6. Fairfield DMG's RESPONSIBILITIES.

Fairfield DMG will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond Fairfield DMG's control or anticipation. Fairfield DMG shall not be liable for losses arising from the default of any agent or any other party used by Fairfield DMG under this agreement.

#### 7. CURRENCY FLUCTUATION RISK.

If Customer directs Fairfield DMG to enter into any foreign exchange FX transaction: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Customer's Account and risk; (b) all initial and subsequent deposits for margin purposes shall be made in USD, or another currency which Fairfield DMG may choose to accept, in such amounts as Fairfield DMG may in its sole discretion require, with subsequent deposits being in the same currency as the initial deposit; and (c) Fairfield DMG is authorized to convert funds in Customer's Account for margin into and from such foreign currency at a rate of exchange determined by Fairfield DMG in its sole discretion on the basis of then prevailing money market rates.

#### 8. CROSS TRADE CONSENT.

Customer hereby acknowledges and agrees that Fairfield DMG may act as the counter-party to Customer for any trade entered for the undersigned's Account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable Regulations of the Financial Services Commission of the United Kingdom or other regulatory agency.

#### E. COMMUNICATIONS 1.

##### GENERAL COMMUNICATIONS.

Reports, statements, notices and any other communications shall be transmitted to Customer electronically by posting to Customer's online Account or via e-mail to the e-mail address on Customer's application, or to such other e-mail address as Customer may from time to time designate to Fairfield DMG. Occasionally Fairfield DMG may communicate with Customer via postal mail. If Customer does not have access to e-mail, Customer will receive notices and other communications via postal mail. Notices regarding how to electronically review Account statements will be sent to Customers that have no access to e-mail via postal mail. Fairfield DMG is not responsible if the correspondence sent by postal mail is not received by Customer or if the postal mail is delayed, regardless of whether the delay or failure to receive the correspondence was caused by Fairfield DMG or a third party. All communications sent via postal mail or sent by e-mail shall be deemed transmitted by Fairfield DMG when posted or sent and deemed delivered to Customer personally, whether actually received by Customer or not.

#### 2. E-MAIL AND ELECTRONIC COMMUNICATIONS.

All e-mails sent to and from Fairfield DMG are subject to monitoring, review or disclosure to someone other than Customer or Customer's intended recipient. Customer acknowledges that there may be delays in mail being received by Customer's intended recipient. Customer agrees to hold Fairfield DMG harmless for any delay in e-mail delivery regardless of whether the delay was caused by Fairfield DMG or a third party. E-mail sent to and from a Fairfield DMG address may be retained by Fairfield DMG's corporate e-mail system. Customer agrees not to use e-mail to transmit orders to purchase or sell FX and further agrees that Fairfield DMG is not liable for any actions taken or any omissions to act as a result of any e-mail message Customer sends to Fairfield DMG. Electronic communications with Fairfield DMG via our Web site, wireless device or touchtone service are also subject to monitoring, review by or disclosure to someone other than the recipient and such communications may be retained by Fairfield DMG.

#### F. THIRD PARTIES 1.

##### NO SEPARATE AGREEMENTS.

Customer acknowledges that Customer has no separate agreement with Customer's broker or any Fairfield DMG employee or agent regarding the trading in Customer's Account, including any agreement to guarantee profits or limit losses in Customer's Account. Customer understands that Customer is under an obligation to notify Fairfield DMG Compliance Department immediately in writing as to any agreement of this type. Further, Customer understands that any representations made by anyone concerning Customer's Account that differ from any statements Customer receives from Fairfield DMG must be brought to the attention of Fairfield DMG's Compliance Department immediately in writing. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing Fairfield DMG's limited power of attorney ("LPOA"). Any disputed transactions must be brought to the attention of Fairfield DMG's Compliance Department pursuant to the notice requirements of this Agreement. Customer agrees to indemnify and hold Fairfield DMG harmless from all damages or liability resulting from Customer's failure to notify Fairfield DMG's Compliance Department within one (1) business day of any of the occurrences referred to herein. All notices required under this section shall be sent to Fairfield DMG at its home office.

#### 2. REVENUE SHARING DISCLOSURE.

Customer acknowledges that Fairfield DMG may enter into revenue sharing arrangements with or retain the services of any other third party vendors in connection with technology support, back office and operational support functions relating to Customer's Accounts. Fairfield DMG reserves the right to enter into such compensation or revenue sharing arrangements with any other third party vendors based on volume traded, bid/offer pricing or other outside commission or revenue sharing models.

#### G. COMPLIANCE 1. ANTI-MONEY LAUNDERING PROCEDURES.

Customer agrees to and acknowledges that Fairfield DMG may conduct the following procedures at the time of the opening and throughout the existence of the Account: a. Identity Verification. To help the government fight the funding of terrorism and money laundering activities, Fairfield DMG is required to obtain, verify, and record information that identifies each person who opens an Account with Fairfield DMG. When Customer opens an Account, Fairfield DMG is required to collect information such as the following: 1) Customer's name; 2) date of birth; 3) permanent address; and 4) identification number. Fairfield DMG may verify Customer's identifying information by performing a credit check, or requiring Customer to provide a driver's license or other identifying documents. b. Monitoring. Fairfield DMG may monitor the trading activity in Accounts to investigate or identify potential money laundering. c. Prohibited Banks Verification. Fairfield DMG is prohibited from conducting business with the following entities ("Restricted entities"): Banco Delta Asia; VEF Bank; Commercial Bank of Syria; Syrian Lebanese Commercial Bank; Myanmar Mayflower Bank; Asia Wealth Bank; Any Burmese banking institution, including foreign branches; And any subsidiaries of the above entities. The Customer may not, directly or indirectly, deposit money into the Fairfield DMG trading Account from a Restricted entity. Nor may the Customer, directly or

indirectly, withdraw money from the Fairfield DMG trading Account to any Restricted entity. If we become aware that any Restricted entity is associated with a Customer's Fairfield DMG trading Account, we will take appropriate steps to prevent such access, including, where necessary, terminating the Account.

## 2. SECURITY AND CONFIDENTIALITY.

Customer agrees and acknowledges that Customer is the exclusive owner and solely responsible, jointly and severally if applicable, for the confidentiality and protection of Customer's Account number(s) and password(s) that allows Customer to place on-line orders and access Fairfield DMG's electronic trading systems. Customer further agrees that Customer will be fully responsible for all activities including brokerage transactions that arise from the use of Customer's Account number(s) and password(s). Customer agrees to indemnify and hold Fairfield DMG harmless from: if any other person utilizing Customer's confidential information provides instructions to Fairfield DMG that may be contrary to Customer's instructions. Customer will immediately notify Fairfield DMG in writing or by e-mail of any loss, theft or unauthorized use of Customer's Account number and/or passwords.

## 3. INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

All copyright, trademark, trade secret and other intellectual property rights in the Fairfield DMG Meta Trader Online Trading Platform ("Trading Platform") shall remain at all times the sole and exclusive property of Fairfield DMG and/or its 3rd party service providers and Customers shall have no right or interest in the Trading Platform except for the right to access and use the Trading Platform as specified herein. Customer acknowledges that the Trading Platform are confidential and have been developed through the expenditure of substantial skill, time, effort and money. Customer will protect the confidentiality of Fairfield DMG and/or its 3rd party service providers by allowing access to the Trading Platform only by its employees and agents on a need to access basis. Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Platform. Customer will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Platform or in the manner in which it operates.

## 4. NO ADVICE AND NO RECOMMENDATIONS.

Customer acknowledges that Fairfield DMG does not and will not give investment, legal or tax advice or make trading recommendations. Customer acknowledges that Fairfield DMG makes no representations concerning the tax implications or treatment of securities contracts. Customer agrees that Customer is a self-directed investor and all orders entered are unsolicited and based on Customer's own investment decision or the investment decision of Customer's duly authorized representative. Customer agrees that neither Fairfield DMG nor any of its employees may be Customer's duly authorized representative and that Customer will neither solicit nor rely upon Fairfield DMG or any of its employees for any such advice. Customer understands that customer is solely responsible for all orders entered, including but not limited to trade qualifiers, the number of trades entered, the suitability of any trade(s), investment strategies and risks associated with each trade, and will not hold Fairfield DMG or any of its employees liable for those investment decisions. Customer further understands that Fairfield DMG does not and will not review the appropriateness or suitability of any transactions implemented or investment strategies employed in Customer's Account. Customer hereby agrees to hold Fairfield DMG and its officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys' fees and disbursements), as incurred, as a result of any losses or damages Customer may suffer with respect to any such decisions, instructions, transactions or strategies employed in Customer's Account by Customer or Customer's duly authorized representative, or as a result of any breach by Customer of any of the covenants, representations, acknowledgments or warranties herein.

## 5. TRADING RECOMMENDATIONS.

(a) Customer acknowledges that: (i) any market recommendations and information communicated to Customer by Fairfield DMG or by any person within the company, does not constitute an offer to sell or the solicitation of an



offer to buy any securities contract, (ii) such recommendation and information, although based upon information obtained from sources believed by Fairfield DMG to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified; and (iii) Fairfield DMG makes no representations, warranties or guarantees as to, and shall not be responsible for, the accuracy or completeness of any such information or trading recommendation furnished to Customer. Customer acknowledges that Fairfield DMG and/or its officers, directors, affiliates, associates, stockholders or representatives may have apposition in or may intend to buy or sell currencies, which are the subject of market recommendations furnished to Customer, and that the market position of Fairfield DMG or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Customer by Fairfield DMG.

#### 6. RISK ACKNOWLEDGMENT.

Customer acknowledges that investments in leveraged securities transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss of their margin deposit. Customer understands that because of the low margin normally required in trading CFD contracts, price changes in CFD contracts trading may result in the loss of Customer's margin deposit. Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of CFD contracts trading, and in consideration of Fairfield DMG's carrying his/her Account(s), Customer agrees not to hold Fairfield DMG responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Customer recognizes that guarantees of profit or freedom from loss are impossible in securities trading. Customer acknowledges that Customer has received no such guarantees from Fairfield DMG or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her Fairfield DMG Account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

#### 7. RECORDINGS.

Customer agrees and acknowledges that all conversations regarding Customer's Account(s) between Customer and Fairfield DMG personnel may be electronically recorded with or without the use of an automatic tone-warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Customer or Fairfield DMG. Customer understands that Fairfield DMG destroys such recordings at regular intervals in accordance with Fairfield DMG's established business procedures and Customer hereby consents to such destruction.

#### 8. SECURITY AGREEMENT.

All monies, securities, negotiable instruments, FX contracts, off-exchange options and/or other property on deposit with Fairfield DMG or its affiliates, in Customer's Account, for any purpose, including safekeeping, are hereby pledged with Fairfield DMG and shall be subject to a security interest in Fairfield DMG's favor for the discharge of all Customer's obligations to Fairfield DMG, irrespective of the number of Accounts Customer has with Fairfield DMG. Customer also grants Fairfield DMG the right to use the above described properties and any Account credit to offset against any of Customer's obligations to Fairfield DMG including, but not limited to, transfers for the purpose of margining, or for application to negative balance Accounts not promptly paid, as well as delivery costs and charges.

#### 9. USE OF MONIES.

Customer hereby also grants to Fairfield DMG the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other customers, to itself or to others, any funds, securities, currencies, and foreign currency or off-exchange options transactions of Customer held by Fairfield DMG as margin or security. Fairfield DMG shall at no time be required to deliver to Customer the identical property delivered to or purchased by Fairfield DMG for any Account of Customer.

## 10. TECHNOLOGY AND COMMUNICATIONS ISSUES.

Fairfield DMG and/or its 3rd party service providers provide trading technology for Customer's use in connection with securities transactions made by Customer with Fairfield DMG. Such trading technology includes, but is not limited to, the Trading Platform, web applications, application program interfaces, software, software code, programs, protocols and displays (collectively "Technology") for trading, analyzing trades and markets, and constructing automated trading systems. Fairfield DMG provides the Technology "as is," without any warranties of merchantability, fitness for a particular purpose, or other express or implied warranties. Fairfield DMG will not be responsible for the operation or performance of any automated trading system developed with Technology or for any malfunctions of Technology or for any delays or interruptions in transmission of orders due to breakdown, excessive call volume or failure of transmission or communication equipment on the Internet or otherwise, including, but not limited to, communications problems, computer software or hardware breakdowns, malfunctioning errors, any and all problems or glitches associated with computer problems or any other technical cause or causes.

## 11. FOREIGN ACCOUNTS.

Customers not residing in the UK ("Foreign Accounts") may be asked to comply with requests for special information by Fairfield DMG as required by any governmental unit or regulatory agency. This includes, but is not limited to, special calls for information. In the event of a special call for information, Fairfield DMG or its agent shall be required to obtain the information set forth by any governmental unit or regulatory agency requesting information. In addition, failure to respond to a special call may cause transactions to be prohibited (other than offsetting trades) for Customer. Foreign Accounts must copy and forward an official form of picture identification and must provide a bank reference before Customer is approved for trading.

## H. MISCELLANEOUS

### 1. BINDING EFFECT.

This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of Customer at any time opened or reopened with Fairfield DMG irrespective of any change or changes at any time in the personnel of Fairfield DMG or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of Fairfield DMG and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Customer. Customer hereby ratifies all transactions with Fairfield DMG affected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

### 2. TERMINATION.

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

We reserve the right to suspend your Account at any time (without notice) if we believe it is appropriate in the circumstances.

### 3. ACCEPTANCE.

This Agreement shall not be deemed to be accepted by Fairfield DMG nor become a binding contract between Customer and Fairfield DMG until Customer's information is verified and approved by Fairfield DMG.

#### 4. INDEMNIFICATION.

Customer agrees to indemnify and hold Fairfield DMG, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by Fairfield DMG arising out of Customer's failure to fully and timely perform Customer's responsibilities herein or should any of the representations and warranties fail to be true and correct. Customer also agrees to pay promptly to Fairfield DMG all damages, costs and expenses, including attorney's fees, incurred by Fairfield DMG in the enforcement of any of the provisions of this Agreement and any other agreements between Fairfield DMG and Customer.

#### 5. FORCE MAJEURE.

Fairfield DMG shall not be liable to Customer for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to Fairfield DMG, Customer, any market, or any settlement or clearing system.

#### 6. TERMS AND HEADINGS.

The term "Fairfield DMG" shall be deemed to include Fairfield DMG, its affiliates, divisions, successors and assigns; the term "Customer" shall mean the party (or parties) executing the Agreement; and the term "Agreement" shall include all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's Account with Fairfield DMG regardless of when executed. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

#### 7. GOVERNING LAW AND JURISDICTION.

This Agreement, and the rights and obligations of the parties hereto, shall be governed by, construed and enforced in all respects by the laws of Seychelles, without regard to choice of law principles.

#### 8. USE OF Fairfield DMG'S WEB SITES.

Web sites refer to Fairfield DMG's Web sites (<http://www.FairfieldDMG.com/> and additional Web sites that Fairfield DMG may register). The Web sites provide Customer with content and information. The content on the Websites is provided as a convenience but maybe inaccurate or outdated. Customer agrees at all times to rely upon Customer's transaction confirmations and statements as the official records of Customer's Account. Information is not related specifically to an Account. Information is financial or investment information provided by third parties to Fairfield DMG that Fairfield DMG provides to Customer, which includes market data, news, research, financial analysis, commentary, or tools. The information on the Web sites is provided from sources believed to be reliable but cannot be guaranteed. The information provided on our Web sites is not customized for Customer and Customer understands that the information provided to Customer is not a recommendation to Customer about the suitability of a purchase and/or sale of any currency. Fairfield DMG may without notice to Customer change, revise, modify, add, upgrade, remove or discontinue any part of Fairfield DMG's Web sites. The Web sites may include hyperlinks to third-party web sites. Fairfield DMG is not responsible for the information or content provided by such third party web sites.

#### 9. MARKET DATA, NEWS AND OTHER INFORMATION.

Customer agrees that the market data, news and other information available to Customer through our Web site is for Customer's personal use and that Customer will not retransmit or republish this information in any form without the written consent of Fairfield DMG.

#### 10. NO WAIVER OR AMENDMENT.

No provision of this Agreement may be waived or amended by the Customer unless the waiver or amendment is in writing and signed by both Customer and an authorized officer of Fairfield DMG. No waiver or amendment of this Agreement may be implied from any course of trading between the parties or from any failure by Fairfield DMG or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized as enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

#### 11. SEVERABILITY.

This Agreement, any attachments hereto, and the terms and conditions contained in statements and confirmations, contain the entire agreement between the parties with respect to the subject matter hereof. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulating agency or body, such provision shall be deemed modified, or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.

#### 12. ACCOUNT TRANSFER AND ASSIGNMENT.

Customer authorizes Fairfield DMG to transfer and assign Customer's Account to any legal entity or company effective after Fairfield DMG provides Customer prior written notice. Customer may not transfer or assign this Agreement without Fairfield DMG prior written consent. Any purported assignment by the Customer in violation of this provision is null, void and unenforceable.

#### I. CONSENTS AND FURTHER AGREEMENTS

##### 1. CONSENT TO ELECTRONIC TRANSMISSION OF CONFIRMATIONS & ACCOUNT STATEMENTS.

Customer hereby consents to have Customer's Account information and trade confirmations available on the Internet, in lieu of having such information delivered to Customer via mail or e-mail, as specified in paragraphs labeled "Statements and Confirmations" and "Communications" of the Customer Agreement.

##### 2. AUTHORIZATION TO TRANSFER FUNDS

Customer hereby agrees that Fairfield DMG may, at any time and from time to time, in the sole discretion of Fairfield DMG, apply and transfer from any of Customer's Accounts with Fairfield DMG to any of Customer's other accounts, whether held at Fairfield DMG or other approved financial institutions, any of the Contracts, currencies, securities or other property of Customer held either individually or jointly with others to another account.

##### 3. AGREEMENT TO USE COLLATERAL.

Customer authorizes Fairfield DMG to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any Collateral held by Fairfield DMG, including, but not limited to, using the Contracts as collateral for a loan to Fairfield DMG, and, further trading with the Collateral, as provided in the Customer Agreement (including, but not limited to Paragraph 6 thereof). Where Customer's Account consists of more than one Account, this authorization shall apply

to all of Customer's Accounts with Fairfield DMG. This Agreement to Use Collateral shall remain in effect so long as Customer's Account with Fairfield DMG remains open or Customer has any obligations of any kind to Fairfield DMG, under the Customer Agreement.

#### 4. TAX ID CERTIFICATION.

Customer hereby certifies, under penalty of perjury, that (1) the number provided on the Customer Application is Customer's correct Taxpayer Identification Number and (2) the ownership, or beneficiary, of Customer's Account is not subject to withholding.

#### 5. ARBITRATION AGREEMENT.

Any dispute, claim or controversy between Customer, on one hand, and Fairfield DMG and/or its officers, directors, agents or employees, on the other hand, arising out of or relating to the Customer Agreement, Customer's Account with Fairfield DMG or any other trading between Customer and Fairfield DMG shall be resolved by binding arbitration. Any dispute between the Customer and Fairfield DMG shall be resolved by the International Centre for Dispute Resolution ("ICDR"), in accordance with the International Arbitration Rules in effect at the time such arbitration is commenced. The award in such arbitration proceeding shall be final and binding, and may be entered in any court having jurisdiction thereof. Customer and Fairfield DMG agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. All statutes of limitations applicable to any dispute apply to any arbitration between Customer and Fairfield DMG. The provisions of this Arbitration Agreement shall survive termination, amendment or expiration of Customer's Account relationship or the governing Fairfield DMG Customer Agreement or any other relationship between Customer and Fairfield DMG. Either Customer or Fairfield DMG may require the submission of the dispute to binding arbitration at any reasonable time, notwithstanding that a lawsuit or other proceeding has been commenced. Neither Customer nor Fairfield DMG shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or of a private attorney general. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or result of any arbitration hereunder without prior written consent of both parties. The award shall be made within nine months of the filing of the notice of intention to arbitrate (demand), and the arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the parties or by arbitrator(s) if necessary. Fairfield DMG shall pay any incremental fees that may be assessed by a qualifying forum for provision of a mixed panel, unless the arbitrators in a particular proceeding determine that the customer has acted in bad faith in initiating or conducting the proceeding.

#### J. TRADING RULES AND PROCEDURES.

The following Trading Rules and Regulations combined with the Fairfield DMG user guide and trading policy document will outline procedures and policies regarding trading and setting up an Account with Fairfield DMG. All Customers are required to read, understand and adhere to these rules and regulations. Fairfield DMG reserves the right to change any rules or regulations at its sole discretion and at any time.

##### 1. TRADING HOURS:

- a) The Fairfield DMG normal trading week begins at 17:15 (5:15 PM EST) on Sunday and ends at 17:00 (5:00 PM EST) on Friday (time are subject to change.)
- b) Fairfield DMG will announce and display on a best-efforts basis a holiday schedule on the <http://www.FairfieldDMG.com> website when trading will not take place.
- c) In the event of a holiday, Fairfield DMG will pre-announce the start-up time when trading will resume in advance and display the information on the <http://www.FairfieldDMG.com/> website.

d) Fairfield DMG reserves the right at its sole discretion to conduct special technical maintenance times when trading electronically may not be available.

## 2. DEPOSIT AND ACCOUNT INFORMATION.

a) Deposits can be made via a wire transfer. Funds are not available for trading until they clear at the bank and posted to the Customer's trading Account (please see PAYMENT INSTRUCTIONS below)

b) All bank fees such as wire transfer fees into and out of the Account will be debited to the Customer's trading Account as they occur.

c) In instances where the Customer is closing an Account with instructions to wire the remaining balances, the wire transfer fee will be deducted from the Final Account Balance forwarded to the Customer.

d) All deposits are accepted in GBP, AUD, SGD, USD, EUR and CAD. Customers from foreign countries have the option to fund in these currencies or convert any other currency into USD before wiring to the Fairfield DMG clearing bank, or wire any unsupported currencies to our clearing bank at which point our clearing bank will convert the balances into USD at their current conversion rate for that currency.

e) A minimum deposit of 250 is required to open an Account with Fairfield DMG.

f) Before any payment from an Account is made, the Customer is required to email OR E-mail the signed Funds Withdrawal form to: [support@Fairfielddmg.com](mailto:support@Fairfielddmg.com)

g) Under NO CIRCUMSTANCES will Fairfield DMG accept a payment or deposit into an Account by a person or entity other than the person or entity whose name appears on the Account.

h) Under NO CIRCUMSTANCES will Fairfield DMG make payment to a person or entity other than person or entity whose name appears on the Account.

i) Under NO CIRCUMSTANCES will Fairfield DMG transfer funds from one Account with Fairfield DMG to another Account at Fairfield DMG with different Account Authorization information.

## 3. PAYMENT INSTRUCTIONS.

Please find funding instructions for additional currencies and payment options inside the Fairfield DMG Prime customer area.

## 4. LIQUIDATION LEVEL.

Fairfield DMG reserves the right to automatically liquidate the position and the Customer will be responsible for all losses as a result of the liquidation. Fairfield DMG reserves the right to change the Liquidation Level at its sole discretion.

## 5. Prices from Fairfield DMG are independent of prices found elsewhere.

Customers acknowledge that the prices reported by Fairfield DMG for buying and selling securities are independent and can differ from the prices displayed elsewhere or from other liquidity providers in the interbank market. Differences can result from, but are not limited to, changes in liquidity from interbank market makers to Fairfield DMG, an unbalanced position or exposure in currency pairs at Fairfield DMG, or differing expectations of price movements in currency pairs by Fairfield DMG. Fairfield DMG expects that in most cases the prices provided to its Customers will be in line with the general interbank market but does not warrant or imply that this will always be the case.

6. Rollover rates for open positions of currency pairs are determined by Fairfield DMG and are independent of prices found elsewhere in the Interbank market.

Customer acknowledges that all existing Spot Open Positions that remain open over the end of business day for Fairfield DMG, defined as 17:00 EST/EDT, are automatically rolled over to the next available Spot Settlement Date at a net debit or credit to the Customer(s) Account as determined by spot interest rates determined solely by Fairfield DMG. In general, if the Customer is long a security that has higher spot interest rate than the security that Customer is short; the Customer can expect a net credit added to the Customer's Account value at the end of day. If the Customer is short a security that has a higher spot interest rate than the security that the Customer is short, the Customer can expect a net debit subtracted from the Customer Account Value at the end of the day. Rollover debits and credits are also influenced by the number of days that the position has to be rolled. For positions that need to be rolled from a spot settlement date of Friday to Monday, the debit or credit will reflect rollover from Friday to Monday or three business days. For rollovers from Monday to Tuesday, Tuesday to Wednesday, Wednesday to Thursday and Thursday to Friday, the rollover debit or credit is for only one business day. If there is a holiday and Fairfield DMG is closed, the rollover would take into consideration the holiday. For example, if Tuesday is a holiday, rollovers from Monday will be for two (2) business days (i.e. from Monday to Wednesday). Since rollover debits and credits are determined by the respective short-term spot interest rates of the respective securities that make up a currency pair, a large spread from one securities rate in relation to another's can cause a large debit or credit rollover amount. This spread can result, but is not limited to, a countries tightening of credit conditions in order to dissuade speculators from shorting a currency versus another. The Bank of England in the early 1990's raised short term interest rates to over 20% to dissuade currency speculators from selling Sterling against other currencies when the Pound Sterling came under pressure by speculators. In this situation, those who were short STG and long US Dollars were forced to rollover their spot positions at a large debit from one spot settlement date to the next. By doing so the Bank of England was attempting to dissuade currency speculators from selling STG over spot and rolling over the position from one day to the next. The action was intended to force those who were short STG, to cover their positions before the end of the day forcing an underlying bid into the currency. Year-end and quarter-end periods can also cause unusual spikes in short- term interest rates that may cause temporary spikes in rollover debits and credits. Customers acknowledge that there exists a rollover risk to currency positions. Fairfield DMG will display the rollover debits or credits for the respective currencies' pairs in the Fairfield DMG application and automatically update Customer Reports to reflect the cash flow. Fairfield DMG reserves the right to change the credits or debits at its sole discretion if the original amounts are in wrong due to an error or omission.

7. Sweep rates for currency balances other than USD are determined by Fairfield DMG and may be independent of prices found elsewhere in the Interbank market.

Profits that are calculated in a foreign currency are "swept" into dollars when the open positions are closed and the Profit and Loss realized. For example, if a Customer buys one (1) lot of USD/JPY at 115.00 and sells the same one (1) lot at 116.00, the realized profit on the transaction would be:

Since the realized profit is in Yen, the amount must be swept into US dollars by selling Yen and buying USD. If the exchange rate for the USD/JPY exchange rate is 116.05, the 100,000 Yen are converted and swept into USD at 116.05 creating a USD realized profit of \$861.70 ( $100,000 / 116.05 = \$861.70$ ). When trading in currencies where the secondary currency is USD (i.e., EUR/USD and GBP/USD), the realized profit and loss is already stated in USD. As a result, the Profit or Loss does not have to be swept. There is No Guarantee of Profit from Trading with Fairfield DMG: Customer acknowledges that neither Fairfield DMG nor any of its representatives guarantees to the Customer that they will profit from trading or investing in FX. Customer further acknowledges that they could sustain the loss of their entire Risk Capital deposited in their Account and are financially able to withstand any losses incurred.

8. There is No Guarantee that Fairfield DMG will be able to execute stop loss orders, limit orders or OCO Orders at the Customer Entered Price.

Customer acknowledges and agrees that there may be market, liquidity or other conditions that will prevent Fairfield DMG from executing Customers specific Stop Loss Orders, Limit Orders or OCO Orders at the Customer designated price. In some cases the orders will be executed at prices that are less favorable to the price entered and desired by the Customer. The Customer acknowledges and agrees that they are still responsible for trades executed at levels different from their orders and that Fairfield DMG is not liable for failure to do so.

9. There is technology risk inherent in trading online or via a software application.

Although Fairfield DMG has invested a lot of resources developing, testing, configuring and integrating the Trading Platform and other relevant software and hardware, the Customer acknowledges and agrees that Fairfield DMG does not guarantee that the Customer will be able to successful execute transaction, monitor their positions, or perform other essential tasks of Fairfield DMG while using the public Internet and other technology from Fairfield DMG or from third party vendors known or not known for which Fairfield DMG may rely on. Fairfield DMG cannot control, without limitation, the routing, Internet connectivity, reliability of customer or Fairfield DMG equipment, network connections or any other technology hardware malfunction caused by Fairfield DMG hardware, hardware and connectivity that makes up the public Internet, or hardware at the Customers location. Nor does Fairfield DMG guarantee, although all effort has been made to the contrary, that the Trading Platform and Associated Back Office and Broker Software Interfaces nor any other code or application including but not limited to the interface with Fairfield DMG liquidity provider(s) or the interface with the escrow Account institution or other technology application that would come under the heading software, are error-free and would not lead to communications problems, computer software or hardware breakdowns, malfunctioning errors, and any and all problems or glitches associated with computer problems or any other technical cause or causes. Customer acknowledges and agrees that Fairfield DMG provides Trading Platform and Associated Back Office and Broker Software Interfaces “as is,” without any warranties of merchantability, fitness for a particular purpose, or other express or implied warranties.

#### 10. PAYMENTS AND REFUND POLICY

Fairfield DMG and all its sites use several Merchant Solutions (“Merchant Solutions”)for online payment, order processing, order delivery, and other merchant solutions. Billing occurs at the time of or shortly after your transaction. If a credit card is being used for a transaction, Fairfield DMG may obtain preapproval for an amount up to the amount of the order. You agree that you will pay for all products you purchase through the Merchant Solutions, and that Fairfield DMG may charge your credit card for any products purchased.

All sales of products are final. Fees paid for products and services are non-refundable. Prices for products offered via the Merchant Solutions may change at any time, and the Merchant Solutions does not provide price protection or refunds in the event of a price reduction or promotional offering.

If a product becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Fairfield DMG.

#### 11. PAYMENT AGENT

Fairfield DMG uses multiple ‘Payment Agents’ and they can change without prior notice.

a. Act as a Payment Agent of The Company;

b. Enter into a business relationship or execute agreements with third parties such as payment providers, E-Wallet companies for the purpose of processing or facilitating transactions on behalf of The Company;



c. Shall receive settlements of transactions by counter-parties such as payment services providers or receive payments from these counterparties on behalf of The Company

d. The transactions and funds remittance will be done through the payment provider to the bank account of the Service Provider. Subsequently, the Service Provider undertakes to transfer the funds to The Company's bank account(s).

Clients are engaging directly with Fairfield DMG, and their rights are not being affected as a result of this agreement. The general Terms Conditions the Client has consented to remain unaffected. It is the responsibility of Fairfield DMG to safeguard Clients' funds and to manage payments to Clients and handle general complaints. Clients must submit such complaints directly to Fairfield DMG.