

Annex No. (2)

Smart Applications Usage Agreement

In reference to the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges signed between me and **Rum Financial Brokerage PLC. (the "Company")**

dated (the "Agreement"),

This Smart Applications Usage Agreement ("**Smart Applications Usage Agreement**") sets forth these terms and conditions under which the Client is authorized to monitor and control their trading account through smart applications ("**Application**"). This Agreement includes the terms and conditions of how the Company will electronically (online) allow the Client to monitor the account and/or carry out trading transactions in their account. The Trading Service via Smart Applications includes all links and software related to trading assets through the Company owned application that the Client downloads on their own devices. This service is available for specific types of operating systems that can be found through the Company's website. Accordingly, the parties agreed upon the following:

1. The Client acknowledges that the use of the trading service via smart applications shall be at his own risk and that this service may be subject to any technical errors at any time and sometimes not work as expected by the Client.
2. The Company shall provide the Client with a Smart Applications Trading Service through its owned application, whereby the Company shall provide the Client under this Agreement an Online Account containing a user name and password (the "Application Online Account"), through which trading transactions are carried out by the Client and at their own risk.
3. The Client acknowledges that the proposed software for trading via the Application shall be the property of the Company; the Client's right to use the software shall be limited for trading purposes only and shall not constitute the right to own it and/or own any part thereof; the Client shall not use the software outside the framework of the terms and conditions of this Agreement and not to tamper with the contents of the software in any way.
4. The Client shall not disseminate, re-disseminate, publish and/or broadcast the information provided by the Application in any way; as the Client undertakes not to use this information outside the framework of the terms and conditions of this Agreement.
5. The Client shall be the sole and exclusive holder of the Application Online Account and shall assume full responsibility for the use and protection of the password and login and for any operation that occurs through the account.
6. The Client acknowledges that the account password may be updated for security purposes.
7. The Client agrees and acknowledges that they shall be responsible for the account and that they shall notify the Company immediately in writing for any of the following cases:
 - A. If the password is lost and/or used by unauthorized persons;
 - B. If the Client has not received a message stating that the order has been delivered and/or carried out;

- C. Any receipt of the confirmation of an order and/or its execution to the account of the Client without the order being made by them and/or the authorized person for the account;
- D. Any incorrect information in the account of the positions, or the date of the Client's transactions.

8. The Client acknowledges that the information obtained by them as part of the Trading Service via the Application shall not be considered as a promotion or a recommendation to buy or sell any securities; as all purchases and sales made by the Client shall be at their order and sole responsibility.

9. The Client acknowledges that the Company shall not be liable for rejecting any transaction of trading assets for which there is no cash balance when entering the purchase and/or sale order; as the Company shall not hold any responsibility for rejecting any sale of assets that are not in the Client's possession when entering the sale order.

10. If the Client wants to transfer any amount ordered when carrying out any trading transaction via the Application from any currency to another, the exchange rate for this purpose shall be determined according to the rate approved by the Company on the day of transfer.

11. The Client shall authorize the Company under this Agreement and without the need for other documentation to debit their account any fees, commissions, costs and expenses resulting from the trading via the Application and any other charges related thereto.

12. The Client acknowledges that they have read the Risk Statement attached to this Agreement and acknowledges that they have received a copy hereof; as the Client acknowledges his full knowledge, awareness and acceptance of all risks and shall hold full responsibility arising from his use of the Trading Service via the Application.

13. Neither the Company nor any of its employees shall assume any responsibility, whether direct, indirect or contingent, for any obligations, loss, damage or expenses incurred by the Client, including but not limited to

- A. Use of or inability to use the Online Trading Service;
- B. Malfunction of any system (the market trading system or the Company's online trading platform), electric current, communications, network channels or any other system that fails or stops working;
- C. The Company shall not be liable for any defect, virus attack or hacking; any hacking of the Application or password shall be the sole responsibility of the Client;
- D. Any loss or damage caused by or due to inaccuracy, error, delay, omission, nonperformance or failure of any data, information or messages as a result of any negligence, omission, or any case of force majeure or any other cause, whether within the scope of the Company or any of the service providers (Service Providers).

14. The Client acknowledges that, from time to time, and for any reason, the Access Service via the Application may not be available and may not be available for their use due to maintenance, hardware malfunction, software error, disconnection of service or broadcast and/or any other reason. The Customer agrees that neither the Company nor any of the Providers shall be liable for any damage resulting from the unavailability of the Access Service via the Application.



15. The terms of the Applications Usage Agreement may be amended at any time by the Company by posting such amendments on the Company's website; the Client acknowledges and agrees that the first transaction in their trading account after any such amendment will constitute their acceptance of such change. However, if the Client wishes not to accept this change, the only way to object to this amendment is to promptly stop using the Online Trading Service; the Client understands that he must continue to communicate with the customer service and/or their account manager to find out if there have been any amendments to the terms of the Smart Applications Usage Agreement in the event that they do not continuously follow up on the Company's website.

16. By signing this agreement, the Client agrees to the terms and conditions contained therein.

Rum Financial Brokerage PLC

The Client Name:

Signature: _____

Signature: _____