




**Smart Securities  
Financial Services LLC**

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# **SMART SECURITIES FINANCIAL SERVICES LLC**

**LICENSED BY THE SECURITIES AND COMMODITIES AUTHORITY (SCA) – CATEGORY 5  
REGISTERED WITH THE DUBAI DEPARTMENT OF ECONOMY AND TOURISM**

## **RISK DISCLOSURE NOTICE**

Version 1.0



Office No. 1207 Clover Bay Tower Business Bay, Dubai, UAE

## 1. IMPORTANT NOTICE

This Risk Disclosure Notice sets out the material risks associated with investment and trading activities that may arise when you (“Client”) choose to engage with third-party financial institutions and service providers to whom Smart Securities Financial Services LLC (“Smart Securities”, “we”, “us”, or “our”) may introduce you under its SCA Category-5 – Introduction to Financial Services license.

By reviewing, acknowledging, or continuing with the onboarding process, or by otherwise engaging with any regulated financial institution introduced to you by Smart Securities (“Introduced Counterparty”), you expressly confirm, represent, and warrant that you have read, understood, and accepted the risks described herein, as well as those disclosed by the Introduced Counterparty. You further acknowledge that this Notice forms an integral part of your understanding of the nature and scope of Smart Securities’ services.

Smart Securities acts solely in an introductory capacity and does not:

- a. provide investment or financial advice of any kind, whether express or implied;
- b. provide recommendations, opinions, or guidance regarding the merits, suitability, or appropriateness of any investment, product, service, or transaction;
- c. execute, arrange, or facilitate trades or transactions;
- d. hold, receive, control, safeguard, or manage client assets or funds; or
- e. monitor, supervise, or manage your investment portfolio or trading activities.

Accordingly, all investment and trading decisions are made solely and independently by you, based on your own judgment, financial circumstances, risk tolerance, and objectives. You bear full and exclusive responsibility for the consequences of such decisions, including any losses, liabilities, or damages that may arise.

Your engagement with any Introduced Counterparty is conducted entirely at your own risk and is governed by the separate terms, conditions, and disclosures provided directly by that institution. Smart Securities does not assume, and hereby expressly disclaims, any responsibility or liability arising out of or relating to the services, actions, omissions, performance, solvency, operational conduct, or representations of any Introduced Counterparty.

By proceeding, you acknowledge and agree that Smart Securities’ role is strictly limited, and that no part of this Notice or any communication from Smart Securities shall be construed as advice, an invitation to trade, an offer of financial products, or an endorsement of any particular investment strategy or opportunity.

## 2. NATURE OF OUR SERVICES

Smart Securities Financial Services LLC (“Smart Securities”) is duly licensed by the Securities and Commodities Authority (“SCA”) under Category-5 – Introduction to Financial Services. This licensing category strictly limits the scope of our regulated activity to providing **introduction-only services**. Accordingly, our role is confined to:

- i. Introducing Clients to financial institutions and service providers that are duly licensed and regulated by the SCA or other competent regulatory authorities; and
- ii. Facilitating initial communication, administrative coordination, and onboarding procedures between you and such regulated entities (each, an “Introduced Counterparty”).

For absolute clarity, Smart Securities’ regulatory permissions **do not** extend to the provision of any investment, financial, advisory, or execution-related services. Smart Securities therefore **does not**, under any circumstances:

- a. Provide investment advice, recommendations, opinions, forecasts, or guidance of any nature, whether expressed or implied;
- b. Conduct, arrange, intermediate, or facilitate the execution of trades or transactions in financial instruments;
- c. Assess the suitability, appropriateness, or merits of any financial product, transaction, strategy, or service offered by an Introduced Counterparty;
- d. Hold, receive, safeguard, manage, or control Client funds, assets, collateral, or instruments in any form;
- e. Monitor, oversee, or manage Client trading accounts, portfolio positions, margin levels, or investment performance;
- f. Participate in or influence any investment decisions undertaken by you or by the Introduced Counterparty.

All investment and trading activities including account opening, funding, execution, custody, risk management, and ongoing servicing occur exclusively between you and the Introduced Counterparty. You acknowledge and agree that any agreement, transaction, or service you enter into with an Introduced Counterparty is separate and independent from Smart Securities, and is governed solely by the terms, conditions, and disclosures issued by that institution.

By engaging with Smart Securities, you expressly understand and accept that our role is administrative and introductory only, and that Smart Securities bears no responsibility or liability for any investment activity or service provided by an Introduced Counterparty.

### 3. KEY INVESTMENT RISKS

Investing or trading in financial markets involves significant risks. By choosing to engage with any Introduced Counterparty, you acknowledge that you may lose part or all of the capital you invest. The risks listed below are not exhaustive but represent the primary categories of risks associated with financial instruments and market activity.

#### 3.1 Market Risk

The value of financial instruments may fluctuate rapidly and unpredictably due to a wide range of factors, including but not limited to geopolitical events, macroeconomic developments, regulatory changes, market sentiment, or unexpected global events. Such fluctuations may result in a **substantial or total loss** of your invested capital. No financial market is guaranteed to perform in any particular manner, and past performance is not indicative of future results.

#### 3.2 Liquidity Risk

Certain financial instruments or market conditions may limit your ability to buy or sell positions at desired prices or within expected timeframes. Illiquid assets, or assets traded in stressed or volatile markets, may experience wide bid–ask spreads or the absence of market participants, which may lead to forced liquidation at unfavorable prices or the inability to exit a position altogether.

#### 3.3 Currency (Foreign Exchange) Risk

If your investments are denominated in a currency other than your base currency, fluctuations in foreign exchange rates may materially impact the value of your investment and your returns. Sharp or adverse movements in currency markets may result in significant valuation losses, even if the underlying investment performs as expected. Political, economic, or monetary policy changes may further increase currency volatility.

#### 3.4 Economic, Inflationary & Interest Rate Risk

Financial markets are sensitive to changes in local and global economic conditions. Factors such as inflation, changes in interest rates, monetary policy decisions, recessionary pressures, commodity price shocks, or government fiscal measures may adversely affect market performance. Rising interest rates may decrease the value of interest-sensitive instruments, while inflation may erode real returns on investments.

#### 3.5 Volatility Risk

Certain markets such as securities, commodities, indices, derivatives, and other leveraged or speculative instruments are inherently volatile. Prices may move sharply within short periods, exposing you to the risk of rapid and unexpected losses. Sudden market movements may also trigger automatic position closures or margin calls by the Introduced Counterparty, potentially resulting in losses exceeding initial expectations.

## 4. LEVERAGE & MARGIN RISKS

Certain financial instruments and trading services offered by Introduced Counterparties may involve the use of leverage. Leverage allows you to gain exposure to a market position that is greater than the amount of capital you have deposited. While leverage may increase potential gains, it simultaneously and significantly increases the potential for losses. By engaging in leveraged trading, you acknowledge and accept the following risks:

### 4.1 Amplification of Gains and Losses

Leverage magnifies the financial impact of market movements.

- a. A relatively small change in the price of an underlying asset may produce a disproportionately large profit;
- b. Conversely, the same small movement in the opposite direction can result in substantial losses, potentially exceeding your initial investment.

### 4.2 Rapid Loss of Capital

Because leveraged positions are highly sensitive to market movements, adverse price changes, however small may lead to the immediate erosion of your account equity. In extreme cases, this may result in the complete loss of invested capital within a very short period.

### 4.3 Margin Maintenance Requirements

Introduced Counterparties typically require Clients to maintain a minimum margin level to keep positions open.

If your available margin falls below the required threshold, the Introduced Counterparty may:

- a. Issue a margin call requesting additional funds;
- b. Increase margin requirements without prior notice during heightened volatility;
- c. Automatically close all or part of your open positions, with or without prior notice to you.

Such automatic liquidation may occur at unfavorable prices, resulting in significant losses.

### 4.4 No Monitoring or Management by Smart Securities

Smart Securities has **no involvement** in monitoring your margin levels, account balance, open positions, trading activity, or risk exposure.

We do **not**:

- a. Provide alerts or warnings regarding margin levels;
- b. Intervene to prevent losses or liquidations;

- c. Manage, adjust, or supervise your trading activity.

All responsibility for managing leveraged and margin-based positions rests solely and exclusively with you and the Introduced Counterparty.

## **5. COUNTERPARTY & CUSTODY RISKS**

All trading, execution, settlement, custody, and asset-holding services are provided exclusively by the Introduced Counterparty, not by Smart Securities. By engaging with any Introduced Counterparty, you acknowledge and accept the following risks:

### **5.1 Custody of Funds and Assets**

Your funds, securities, collateral, and any other assets related to your trading or investment activities are held, controlled, and safeguarded solely by the Introduced Counterparty in accordance with its own regulatory obligations and internal procedures.

Smart Securities:

- a. Does not hold, receive, maintain, or have access to any Client funds or assets;
- b. Does not supervise or verify the custody arrangements of any Introduced Counterparty;
- c. Has no ability to influence or intervene in how assets are managed or protected.

### **5.2 Counterparty Risk**

Should the Introduced Counterparty experience operational difficulties, financial distress, insolvency, liquidation, or any form of default, you may incur:

- a. Delays in accessing or recovering your funds or assets;
- b. Partial losses due to asset impairment or unavailable balances;
- c. Total loss of funds or financial instruments held with that institution.

Recovery of assets in such circumstances is typically subject to insolvency laws, regulatory processes, and the contractual terms applicable between you and the Introduced Counterparty.

### **5.3 No Responsibility for Third-Party Conduct**

Smart Securities has no responsibility, authority, or control over any actions, omissions, practices, systems, decisions, or performance of the Introduced Counterparty or any of its affiliates.

Accordingly, Smart Securities:

- a. Does not guarantee the financial stability, regulatory standing, or operational capacity of any third party;
- b. Does not endorse or recommend any specific financial institution or product;
- c. Is not liable for errors, delays, service failures, execution issues, or losses arising from third-party systems, staff, or processes.

Your contractual and legal relationship regarding trading, custody, and execution is solely between you and the Introduced Counterparty.

## **6. REGULATORY, LEGAL & COMPLIANCE RISKS**

Financial markets, financial institutions, and investment products operate within evolving legal and regulatory frameworks. By engaging in investment or trading activities with an Introduced Counterparty, you acknowledge and agree that changes in applicable laws, regulations, and compliance requirements may materially affect your investments and your ability to trade. These risks include, but are not limited to, the following:

### **6.1 Changes in Laws and Regulations**

Legislative or regulatory amendments whether in the UAE or in foreign jurisdictions may impact:

- a. The availability, characteristics, or legality of certain financial products;
- b. Your eligibility to access specific markets or services;
- c. Margin, leverage, reporting, or capital requirements;
- d. Rules governing the custody, transfer, or settlement of financial instruments.

Such changes may occur without prior notice and may result in restrictions, increased obligations, or the inability to continue trading.

### **6.2 Taxation Risks**

Modifications in domestic or international tax laws, withholding tax rules, reporting obligations, or cross-border tax agreements may:

- a. Affect the net return on your investments;
- b. Require you to pay additional taxes or comply with new filing requirements;
- c. Result in unexpected tax liabilities arising from gains, losses, or investment income.

Smart Securities does not provide tax advice, and you are responsible for seeking appropriate independent tax guidance.



### **6.3 Market Structure and Regulatory Requirements**

Regulatory authorities may impose changes to market rules, trading conditions, position limits, product availability, capital adequacy requirements, or risk controls. Such changes may:

- a. Limit your ability to enter or exit positions;
- b. Affect pricing, liquidity, and settlement;
- c. Impact the overall value or performance of your investments.

### **6.4 AML/KYC and Compliance Obligations**

You are required to comply with all applicable Anti-Money Laundering (AML), Counter-Terrorism Financing (CTF), sanctions, and Know-Your-Customer (KYC) requirements. This includes, but is not limited to:

- a. Providing accurate, complete, and up-to-date identification and verification documents;
- b. Responding promptly to information or documentation requests from Smart Securities or any Introduced Counterparty;
- c. Ensuring that all funds used for investment are legitimate and lawfully sourced.

Failure to meet compliance requirements may result in:

- a. Delays in onboarding or account operation;
- b. Restrictions, suspensions, or closure of your account;
- c. Reporting of your information to relevant regulatory authorities;
- d. Termination of the client relationship by Smart Securities or the Introduced Counterparty.

### **6.5 No Control or Liability by Smart Securities**

Smart Securities has no control over regulatory changes or compliance enforcement actions taken by third-party institutions or governmental authorities.

We are not liable for losses, delays, or restrictions arising from:

- a. Regulatory interventions;
- b. Compliance-related account suspensions;
- c. Documentation deficiencies;
- d. Legal or governmental directives impacting your investments.



## **7. ELECTRONIC & CYBER RISKS**

When you engage in trading or investment activities through electronic platforms, websites, mobile applications, or online communication channels provided by an Introduced Counterparty, you are exposed to a number of technology-related risks. These risks may significantly impact your ability to trade, access account information, or receive timely notifications. By proceeding, you acknowledge and accept the following:

### **7.1 System Failures, Interruptions & Delays**

Electronic trading systems whether operated by the Introduced Counterparty or third-party service providers may experience:

- a. Technical failures, malfunctions, or outages;
- b. Slowdowns caused by system overload or market volatility;
- c. Delays in order transmission, execution, or confirmation;
- d. Hardware or software defects;
- e. Scheduled or unscheduled maintenance.

Such events may prevent you from placing, modifying, or closing trades, and may result in losses due to uncontrollable execution delays.

### **7.2 Internet, Network & Device Interruptions**

Access to trading platforms may be disrupted by:

- a. Internet connectivity issues;
- b. Local network failures;
- c. Mobile data interruptions;
- d. Device malfunctions or operating system errors.

These interruptions may restrict or delay your access to account balances, open positions, or critical market information.

### **7.3 Cybersecurity Incidents**

Despite industry best practices, electronic systems remain vulnerable to cyber threats, including:

- a. Hacking or unauthorized system access;
- b. Phishing, malware, ransomware, or viruses;
- c. Data breaches or theft of personal information;

- d. Interference with order execution or account access.

Cyber incidents may compromise the confidentiality, integrity, or availability of your account or trading data.

#### **7.4 No Responsibility by Smart Securities**

Smart Securities:

- a. Does not operate or control any trading platforms or electronic systems used by Introduced Counterparties;
- b. Is not responsible for any technological or cybersecurity failures affecting your ability to trade;
- c. Does not guarantee uninterrupted access to digital communication channels or trading systems;
- d. Bears no liability for losses, delays, or damages arising from system outages, connectivity issues, cyber incidents, or electronic communication failures.

All electronic and cyber-related risks are inherent to the use of third-party trading platforms and are borne solely by you.

### **8. FRAUDULENT OR INVALID INSTRUMENTS**

Smart Securities Financial Services LLC does not participate in the issuance, verification, custody, or transfer of any financial instruments or documentation provided by Introduced Counterparties or other third parties. By engaging in investment or trading activities with such entities, you acknowledge and agree to the following:

#### **8.1 No Responsibility for Fraudulent or Forged Instruments**

Smart Securities shall not be held liable for any losses, damages, delays, or adverse consequences arising from the receipt, acceptance, or use of financial instruments, certificates, contracts, account statements, confirmations, or any other documents that are subsequently determined to be:

- a. Fraudulent;
- b. Forged or altered;
- c. Counterfeit;
- d. Invalid or void;
- e. Misrepresented or misleading in content, authenticity, or purpose.

#### **8.2 No Verification or Due Diligence Obligations**

Smart Securities does not undertake any verification, validation, or authenticity checks on:

- a. Securities or instruments issued by third parties;
- b. Documentation or disclosures provided by Introduced Counterparties;
- c. Any electronic or physical records relating to your trading or investment activities.

You are solely responsible for ensuring the accuracy, legitimacy, and validity of any instruments or documents provided to you.

### **8.3 Risk of Non-Transferability or Defects**

Certain securities or instruments may later be found to be:

- a. Non-transferable or restricted;
- b. Encumbered by third-party claims;
- c. Not freely deliverable or tradeable;
- d. Subject to legal disputes, regulatory sanctions, or market restrictions.

Any resulting inability to trade, deliver, or realize the value of such instruments shall be entirely at your own risk.

### **8.4 Third-Party Liability Only**

Any claims relating to fraudulent, invalid, defective, or improperly issued instruments must be directed solely to the issuing party or Introduced Counterparty.

Smart Securities:

- a. Is not a party to such instruments;
- b. Does not guarantee their accuracy or authenticity;
- c. Assumes no responsibility for losses arising from their use or reliance.

## **9. CURRENCY TRANSFER & MARKET ENVIRONMENT RISKS**

Investment and trading activities conducted through Introduced Counterparties may expose you to significant risks arising from currency restrictions, geopolitical developments, and broader market conditions. Smart Securities Financial Services LLC does not control or influence such external factors. By engaging with any Introduced Counterparty, you acknowledge and accept the following:

### **9.1 Restrictions on Currency Transfer, Convertibility, and Availability**

Cross-border transactions and investments may be affected by:

- a. Government-imposed capital controls;
- b. Currency transfer restrictions or delays;
- c. Limitations on convertibility or repatriation of funds;
- d. Sudden changes in foreign exchange regulations.

Such restrictions may impair your ability to deposit, withdraw, convert, or transfer funds, and may result in financial loss, delays, or inability to access your capital.

## **9.2 Market, Political, and Economic Instability**

Financial markets may be significantly impacted by:

- a. Political unrest, elections, or regime changes;
- b. Geopolitical conflicts, sanctions, or international disputes;
- c. Economic instability, inflation, recession, or market closures;
- d. Disruptions to global supply chains or macroeconomic shocks.

These events may cause severe volatility, illiquidity, or significant declines in asset values, potentially leading to substantial losses.

## **9.3 Governmental Actions, Nationalization & Expropriation**

Governments or regulatory authorities may take actions including but not limited to:

- a. Nationalization of private institutions;
- b. Expropriation or seizure of assets;
- c. Imposition of sanctions or trade restrictions;
- d. Suspension of market operations;
- e. Freezing or blocking of accounts or transactions;

which may materially affect your ability to access or manage your investments, and may result in a total loss of funds or assets.

## **9.4 No Liability of Smart Securities**

Smart Securities:

- a. Has no control over any governmental, regulatory, or political actions;
- b. Is not responsible for currency convertibility, transferability, or repatriation issues;
- c. Does not guarantee the stability, liquidity, or function of financial markets;

- d. Bears no liability for delays, losses, or disruptions resulting from currency restrictions, political events, or market instability.

All such risks are borne exclusively by client.

## **10. LIMITATION OF LIABILITY**

To the fullest extent permitted under the applicable laws of the United Arab Emirates, and without prejudice to any mandatory statutory protections, Smart Securities Financial Services LLC hereby expressly disclaims all liability arising from or relating to your investment or trading activities with any Introduced Counterparty. By engaging with such entities, you acknowledge and agree to the following:

### **10.1 No Liability for Investment or Trading Losses**

Smart Securities shall not, under any circumstances, be held liable for:

- a. Losses of any nature arising from your investment or trading activities;
- b. Losses resulting from market movements, volatility, liquidity constraints, or execution outcomes;
- c. Any reduction in asset value, diminution of capital, or unrealized or realized losses.

All financial risks associated with your investment decisions are borne solely and exclusively by you.

### **10.2 No Responsibility for Third-Party Acts or Omissions**

Your contractual, operational, and commercial relationship exists directly and exclusively with the Introduced Counterparty. Smart Securities shall not be responsible or liable for:

- a. Any act, omission, error, misconduct, or negligence committed by an Introduced Counterparty or its employees, agents, systems, or affiliates;
- b. System failures, execution errors, delays, administrative mistakes, or operational deficiencies;
- c. Insolvency, default, or financial instability of any Introduced Counterparty.

All obligations relating to custody, execution, settlement, and account servicing rest solely with the Introduced Counterparty.

### **10.3 No Guarantee of Investment Performance**

Smart Securities does not:

- a. Guarantee or warrant the performance of any financial instrument or service;

- b. Provide any assurance of returns, profitability, capital preservation, or market outcomes;
- c. Represent that any investment objective will be achieved or that any strategy is suitable for you.

Any implied warranties are hereby expressly disclaimed to the fullest extent permitted by law.

#### **10.4 Client's Sole Responsibility**

You acknowledge and agree that:

- a. All investment decisions are made independently by you;
- b. You assume full responsibility for evaluating risks, seeking independent advice, and determining the appropriateness of any investment;
- c. You bear sole liability for the results of any investment or trading activity undertaken with an Introduced Counterparty.

Smart Securities Financial Services LLC ("Smart Securities") does not act as your advisor, fiduciary, agent, manager, or representative in connection with any investment activity. Smart Securities acts solely as an Introducer to financial services, limited strictly to introducing clients to duly licensed and regulated brokers and financial institutions. Smart Securities does not provide investment advice, portfolio management, trade execution, or any financial service beyond client introduction, and assumes no responsibility for any investment decisions, transactions, or outcomes arising thereafter.

### **11. CLIENT RESPONSIBILITIES**

By proceeding with onboarding, maintaining an account, or engaging with any Introduced Counterparty through **Smart Securities Financial Services LLC**, you expressly acknowledge, confirm, and agree to the following responsibilities, each of which forms an essential condition of your relationship with Smart Securities:

#### **11.1 Understanding of Risks**

You confirm that you:

- a. Have carefully read, fully understood, and accepted all risks described in this Risk Disclosure Notice and in the disclosures provided by the Introduced Counterparty;
- b. Understand that investment and trading activities involve significant risk, including the potential loss of your entire invested capital.

#### **11.2 Financial Capacity and Risk Tolerance**

You represent and warrant that you:

- a. Have the financial resources, liquidity, and risk tolerance necessary to bear potential losses arising from investment or trading activities;
- b. Have independently evaluated your suitability to engage in trading or investment with an Introduced Counterparty.

### **11.3 Independent Professional Advice**

You agree that you:

- a. Will obtain independent financial, legal, tax, or investment advice prior to making any investment or trading decisions;
- b. Understand that Smart Securities does not provide such advice, recommendations, or assessments;
- c. Accept responsibility for ensuring that any investment strategy is appropriate for your personal circumstances.

### **11.4 Account Monitoring and Position Management**

You acknowledge that you:

- a. Are solely responsible for monitoring your trading account, open positions, margin levels, balance, alerts, and market exposure at all times;
- b. Will take timely action to mitigate losses, maintain required margin, or close positions where necessary;
- c. Understand that Smart Securities does not monitor, supervise, or intervene in your account or trading activities in any way.

### **11.5 Independent Decision-Making**

You affirm that you:

- a. Make all investment and trading decisions independently and voluntarily, without reliance on Smart Securities;
- b. Understand that Smart Securities plays no role in advising, guiding, influencing, or executing your transactions;
- c. Accept full responsibility for the consequences of your investment decisions.

### **11.6 Compliance with Regulatory and Contractual Obligations**

You confirm that you:

- a. Will comply fully with all AML/KYC, regulatory, and documentation requirements imposed by Smart Securities or any Introduced Counterparty;
- b. Will provide accurate, complete, and up-to-date information when requested;



- c. Understand that failure to comply may result in account restrictions, delays, or termination of services.

## **12. CLIENT ACKNOWLEDGMENT**

By signing the onboarding forms, electronically accepting this Notice, or otherwise engaging with any Introduced Counterparty through Smart Securities Financial Services LLC, you hereby expressly acknowledge, confirm, and agree as follows:

### **12.1 Acknowledgment of Risk Disclosure**

You have carefully read, fully understood, and unconditionally accepted the entirety of this Risk Disclosure Notice and all associated risks described herein.

You acknowledge that investment and trading activities involve substantial risks, including the possible loss of all invested capital.

### **12.2 Sole Responsibility for Investment Decisions**

You understand that Smart Securities does not provide investment advice, recommendations, or portfolio management services.

You confirm that all investment and trading decisions are made solely and independently by you, based on your own judgment, financial situation, objectives, and risk tolerance.

You accept full and exclusive responsibility for the outcomes of your investment and trading activities.

### **12.3 Release of Liability**

You hereby release, discharge, and hold harmless Smart Securities from any and all liability, claims, demands, losses, damages, or expenses whether direct, indirect, consequential, or otherwise arising from or relating to:

- a. Your investment activities;
- b. The actions or omissions of any Introduced Counterparty;
- c. Market movements, execution outcomes, or trading losses;
- d. Operational or system-related issues of Introduced Counterparties.
- e. You agree that no claim shall be brought against Smart Securities in connection with losses incurred through any Introduced Counterparty.

### **12.4 Client's Own Due Diligence on the Introduced Broker**

You confirm that you have conducted your own independent due diligence on the Introduced Broker, including reviewing its regulatory status, reputation, platform, fees, operational processes, and risk disclosures.

You acknowledge that Smart Securities does not verify, audit, endorse, or guarantee the services of the Introduced Broker.

You agree that you are solely responsible for evaluating whether the Introduced Broker is appropriate for your needs and risk appetite.

#### **12.5 Acceptance of Introducer Broker Agreement**

You confirm that you have reviewed, understood, and accepted the terms of the applicable Introducer Broker Agreement between you and the Introduced Counterparty.

You agree to comply fully with all contractual obligations, disclosures, risk notices, and operational requirements set forth by the Introduced Counterparty.

You acknowledge that Smart Securities is not a party to the Introducer Broker Agreement and bears no responsibility for its terms or the performance of obligations under that agreement.

#### **12.6 Binding Effect**

Your acknowledgment is legally binding upon signing, electronic acceptance, or continued engagement with the Introduced Counterparty and constitutes a material part of your relationship with Smart Securities.

### **13. ACCURACY & RELIABILITY OF INFORMATION**

You acknowledge and agree that any information or materials made available to you by an Introduced Counterparty or through third-party sources may be subject to limitations, inaccuracies, or delays. Smart Securities Financial Services LLC does not control, verify, or endorse such information. By proceeding, you expressly accept the following:

#### **13.1 No Guarantee of Accuracy, Completeness, or Timeliness**

You understand that:

- a. Market data, charts, quotes, prices, financial indicators, research reports, analysis tools, educational content, forecasts, or commentary—whether provided electronically or otherwise—may not always be accurate, complete, current, or error-free;
- b. Such information may be influenced by market volatility, technical issues, delayed feeds, third-party errors, or incomplete data sources;

- c. Rapidly changing market conditions may render information outdated or unreliable by the time it is received or acted upon.

### **13.2 No Verification, Endorsement, or Responsibility by Smart Securities**

You acknowledge that Smart Securities:

- a. Does not review, audit, verify, guarantee, or validate the accuracy or reliability of any information, data, tools, or educational content provided by Introduced Counterparties or third-party service providers;
- b. Does not endorse or recommend any statements, opinions, forecasts, research materials, or investment analyses provided by such entities;
- c. Bears no liability for errors, omissions, misstatements, delays, or inaccuracies contained in such information.

All such information is provided to you **“as is”** and **“as available.”**

### **13.3 Client’s Sole Risk in Relying on Information**

You confirm that:

- a. Any reliance placed on information, research, analysis, data, or educational content whether from an Introduced Counterparty or a third-party provider is entirely at your own risk;
- b. You must exercise independent judgment and, where appropriate, seek professional advice before making investment or trading decisions;
- c. Smart Securities shall not be held liable for any losses, damages, or consequences arising from decisions made on the basis of such information, whether accurate, inaccurate, or incomplete.

## **14. CONFLICT OF INTEREST DISCLOSURE**

Smart Securities Financial Services LLC is committed to maintaining the highest standards of fairness, independence, and regulatory compliance when introducing Clients to licensed financial institutions. To ensure full transparency, you acknowledge and agree to the following:

### **14.1 No Execution, Custody, or Portfolio Management**

Smart Securities:

- a. Does not execute or arrange trades;
- b. Does not hold, control, safeguard, or manage Client funds or assets;
- c. Does not manage, monitor, or supervise Client trading accounts or portfolios.

Accordingly, Smart Securities has no financial incentive arising from trading activity or market performance.

#### **14.2 No Commissions Influencing Recommendations**

Smart Securities:

- Does not receive trading commissions, spreads, performance fees, or any form of remuneration tied to Client trading volume, profitability, or investment choices;
- Does not provide investment recommendations or advise on specific products, strategies, or counterparties.

Therefore, no conflict of interest arises from Smart Securities influencing or directing your investment decisions.

#### **14.3 Neutrality and Product Independence**

Smart Securities:

- a. Maintains strict neutrality in all introductions;
- b. Does not promote, endorse, or prefer any specific financial product, service, instrument, or strategy offered by an Introduced Counterparty;
- c. Does not evaluate the suitability, appropriateness, or comparative merit of financial products.

Any decision to engage with an Introduced Counterparty or its products is made solely and independently by you.

#### **14.4 Referral or Introductory Fees**

Smart Securities may, in certain cases, receive introductory or referral fees from Introduced Counterparties as compensation for providing introduction services. You acknowledge that:

- a. Any such fees do not increase your costs, fees, or charges;
- b. Referral compensation is standard industry practice and does not influence the neutrality of Smart Securities;
- c. Such fees do not constitute investment advice, suitability assessment, or endorsement of the Introduced Counterparty.

#### **14.5 Client's Independent Assessment**

You agree that:

- a. It is your exclusive responsibility to conduct due diligence on any Introduced Counterparty;

- b. No conflict of interest arises merely by reason of Smart Securities receiving standard referral fees;
- c. You must independently evaluate whether any financial product, service, or institution suits your investment objectives and risk appetite.

## **15. CLIENT DECLARATION OF UNDERSTANDING**

To prevent any misunderstanding and to ensure full transparency regarding the nature and scope of Smart Securities' services, you ("the Client") hereby expressly declare, acknowledge, and agree to the following:

### **15.1 Acknowledgment of Review**

You confirm that you have carefully read, reviewed, and fully understood this entire Risk Disclosure Notice, including all risks, limitations, and responsibilities described herein.

### **15.2 Understanding of Investment Risks**

You acknowledge that you:

- a. Fully understand the risks inherent in investment and trading activities, including the potential loss of all invested capital;
- b. Recognize that financial markets may be volatile, unpredictable, and subject to factors outside anyone's control;
- c. Accept that past performance does not guarantee future results.

### **15.3 Sole Responsibility for Investment Decisions**

You agree and confirm that:

- a. All investment, trading, and portfolio decisions are made independently and voluntarily by you;
- b. You bear sole responsibility for the consequences of those decisions, including losses, fees, and tax implications;
- c. Smart Securities has no involvement in the assessment, recommendation, or execution of any investment.

### **15.4 Release of Smart Securities from Liability**

You expressly acknowledge and agree that:

- a. Smart Securities has no responsibility or liability whether direct, indirect, consequential, or otherwise for any losses, damages, delays, or disputes arising from your investment activities with any Introduced Counterparty;

- b. Any claim relating to execution, custody, trading, platform performance, or product characteristics must be directed solely to the Introduced Counterparty.

### **15.5 Commitment to Seek Independent Advice**

You confirm that:

- a. When necessary, you will obtain independent financial, legal, tax, or investment advice before engaging in trading or making investment decisions;
- b. You understand that Smart Securities does not provide advice, recommendations, or suitability assessments;
- c. You will not rely on Smart Securities for guidance or decision-making regarding your investments.

### **15.6 Binding Effect**

You agree that this Declaration forms an integral and binding part of your Client relationship with Smart Securities and applies to all current and future interactions with any Introduced Counterparty.

## **16. GOVERNING LAW**

This Risk Disclosure Notice, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the United Arab Emirates.

You agree that any dispute, claim, or controversy arising out of or relating to:

- a. this Risk Disclosure Notice,
- b. your relationship with Smart Securities Financial Services LLC, or
- c. any matter connected with the introduction services provided by Smart Securities,

shall fall under the exclusive jurisdiction of the competent courts of the Emirate of Dubai, United Arab Emirates, unless a mandatory provision of law requires otherwise.

You expressly waive any objection based on venue, jurisdiction, or forum non conveniens with respect to proceedings initiated in Dubai.

