

## **SKYNET FG BANKING SERVICE AGREEMENT**

### **Article 1 - (Purpose of this agreement)**

1. This agreement, herein referred to as the agreement, outlines the terms and conditions of the transaction between "SKYNET Financial Group" a Limited Liability Company is legally registered in New Zealand, under file number 3910399, as a Non-Australian Overseas Company, and simultaneously registered with FSPR as a Financial Services Provider, herein referred to as the Company, and the client, herein referred to as the Client. The agreement outlines the characteristics, terms and conditions, mechanisms and risk, the relationship, the rights and obligations in the transaction between the Company and the Client.

2. The Client by entrusting funds unto the Company agrees to allow the Company to trade and make transactions on behalf of the Client according to the Company's own methods and decisions. These methods and decisions are at the discretion of the Company and the company bears no responsibility to acquire prior consent from the Client to make transactions according to these methods.

### **Article 2 - (Principles of risk and responsibility)**

The Client by agreeing to the terms and conditions acknowledges full understanding of the contents, transaction risks and agrees to the terms and conditions of the agreement without objection.

1. The Client understands the inherent risks of investing funds and shall have no course of action or proceedings where the Company has acted according to the terms and conditions of the agreement. The Client is responsible for all funds entrusted to company, and by agreeing to this agreement acknowledges the risks involved, namely that entrusted funds are susceptible to partial or total losses.

2. The Company may take necessary measures to limit the losses of the entrusted funds of the Client in a transaction, and these measures and their methods shall be at the discretion of the Company.

3. Conditions exist whereby traders or other related companies may suffer losses or become insolvent.

The Client acknowledges this risk and the potential to suffer losses due to this risk.

### **Article 3 -(Compliance with laws and regulations)**

1. The Client agrees to comply with the relevant law related to the transactions.

2. The Client is responsible for all taxes on profits generated during any and all transactions, and shall be paid in accordance to the laws of the Client's residence.

### **Article 4 -(Account opening and eligibility of transactions)**

1. The Client shall perform all transactions and other operations according to the procedures outlined by the Company, shall transfer funds to the assigned SKYNET account, and shall be subject to the prescribed commissions outlined by the Company.

2. The Client agrees and accepts without objection and acknowledges full understanding upon new account opening to the whole of this agreement and to the following requirement;  
(For Individual Clients)

(1) The funds are entrusted to the Company at the Client's own discretion and responsibility.

(2) The Client has reached the age of majority in the jurisdiction with which the Client is a resident.

(3) The Client is not a NZ citizen.

(4) The Client can be readily contacted by telephone or email by the Company during business hours.

(5) The Client agrees that written contracts and agreements, both prior to and at account opening, account balance reports, international law documents, concerning the entrusted funds may be delivered via written or electronic means. Moreover, approval and or agreement to these contracts, agreements and other documents may be given by the Client via both written and electronic means.

(6) The Client does not violate the obligations set forth in this Policy.

(7) The transactions are not suspected of illegal or are contrary to public social standards and or illegal transactions. These included but are not limited to money laundering transactions, transactions related to or on behalf of anti-social groups or forces.

(8) Funds to be entrusted unto the Company shall be transferred to the assigned account, as outlined above, by the Client.

(9) In addition, further standards may need to be satisfied as deemed appropriate by the Company.

(For Corporate Clients)

(1) The Client is able to receive postal mail at head office or branch office.

(2) The Client is not a registered company of the NZ.

(3) The Client can be readily contacted by phone or e-mail by the Company.

(4) The Client agrees that written contracts and agreements, both prior to and at account opening, account balance reports, international law documents, concerning the entrusted funds may be delivered via written or electronic means. Moreover, approval and or agreement to these contracts, agreements and other documents may be given by the Client via both written and electronic means.

(5) The Client does not violate the obligations set forth in the agreement.

(6) Transactions which are not suspected of fraud or other illegal transactions, money

laundering or other activities of anti-social nature.

(7) Funds to be entrusted unto the Company shall be transferred to the assigned account, as outlined above, by the Client.

(8) In addition, further standards may need to be satisfied as deemed appropriate by the Company.

**Article 5 -(Notes on this agreement)**

1. Accounting for all funds held regarding this transaction shall be processed using this account.

2. The Company maintains policies and standards for final approval of account applications, including those outlined in Article 4 Paragraph 2, which must be satisfied for account approval. The Company does not disclose these policies and standards and shall not disclose the reasons for an application which has not been approved.

3. Each account must maintain the balance more than the following funds.

(\$1=€1=£1=100yen=1AUD=2NZD)

Standard Account : \$500

Premium Account : \$2000

Private Bank Account : 3% of the balance of Barclays Private Bank

**Article 6 -(Account holders)**

1. Upon approval of the Client's account application by the Company, the Client shall receive a User ID and password in order to access the account for the purposes of account management. Access to the account shall be approved only by properly entering the correct User ID and password.

2. The assigned account by the Company based on the aforementioned terms and conditions shall have a single user, and shall not be joint, nor be used by, loaned, and/or have ownership transferred to third parties.

3. It is the responsibility of the Client to prevent unauthorized use of this ID by third parties and to ensure and maintain security of the account. Where through third party use of the account, and where there is no gross negligence or international cause of damage by the Company, the losses and damages shall be borne entirely by the Client.

4. The Client shall at the time of application, provide true and accurate information and shall be responsible for providing the Company with notice immediately to any changes in the relevant information. The Client shall bear responsibility of any damages caused due to providing untrue or incorrect information or for failing to provide notice of any changes to the relevant information unless there is any willful or gross negligence on the part of the Company.

5. The Client agrees to be bound by all related laws, rules and regulations applicable to

transactions made in the account. Furth more, the Client agrees not to violate the rules and regulations of all self-regulatory bodies or the internal corporate regulations (in the case of corporate clients). Any damages due to violation by the Client of these laws, rules and regulations will be the responsibility of the Client.

**Article 7 -(Suspension of services)**

Where there is any technical defect or failure or during repair of the systems and equipment, the Company may suspend all or part of its services and transactions.

**Article 8 -(Transaction Fees)**

The Client acknowledges the occurrence of transaction and collection fees during the use of the account.

**Article 9 -(Suspension or termination of the transaction)**

Under the following circumstances and where the Company deems it appropriate, the Company may suspend or terminate the account;

(1) Where there has occurred a provisional seizure of the funds in the account, injunction, or auction procedures due to delinquent taxes or other similar acts (including grounds corresponding to one of these or similar laws and regulations of the applicable country).

Moreover, the Company reserves the right to suspend or terminate the account where there is reasonable possibility of any of the above occurring.

(2) Due to reasons attributable to the Client who has failed to report a change of address, or who in the opinion of the Company has been deemed unable to be contacted by telephone.

(3) With the death of the Client account holder. However, where inheritance procedures have been established by their respective companies and listed separately.

(4) In the case of natural disasters, or other emergencies and where it is deemed reasonable by the Company.

(5) When the Company recognizes that its actions seriously interfere with the business of the Client.

(6) Where there is a failure of the website or other telecommunications equipment owned or used by the Company, or where the Company recognizes there is potential failure of these.

(7) Where the Company recognizes an illegitimate transaction.

(8) Where there is a violation of any provision or article of this agreement.

(9) Where the Client requests termination of the account.

(10) Where it is determined by the Company that the account has been used in suspected fraudulent or other illegal activities, such as money laundering and/or other anti-social activities.

(11) Where the Company reasonably determines that there is a violation of the requirements

of Article 4, paragraph 2.

(12) Where the Company reasonably determines the Client no longer meets the stipulated requirements.

(13) In addition to the preceding items, due to unavoidable circumstances, if it is deemed unsuitable by the Company to continue this account.

**Article 10 -(Notification of changes)**

Where the name, address or other information designated by the Company changes or is modified, the Client shall contact the Company with this information immediately according to the procedures outlined by the Company.

**Article 11 -(Preparation and Submission of reports)**

1. Where required in accordance with national laws and government agencies, the Client agrees to cooperate in the preparation submission of any reports or documents.

2. Except in cases of international or gross negligence, the Company shall be exempt from responsibility for damages caused during the preparation and submission of any reports or other documents under the preceding paragraph.

**Article 12 -(Disclaimer)**

For the damages listed below, the Company shall be exempt, unless it is with intention or gross negligence on the part of the Company which is the cause of such damage.

(1) Damages caused by natural disaster, coup d'etat, strike or sudden changes in the market or deposit procedures or delay in the transfer of funds between countries.

(2) Damages caused by the changes in laws and regulations of governments, government agencies, changes in or new self-regulatory organization or the abolition of regulations or new regulations.

(3) Damages caused by wire errors or delays in mail or internet(including internet congestion).

(4) The identification by the Company in accordance with this agreement or the law, damage due to or associated with other processes where funds have been transacted.

(5) Regardless whether it is the Client who has entered their own assigned User ID and password; it is the Client's responsibility for all transactions made using the assigned User ID and password.

(6) It is the responsibility of the Client to ensure that the account is not used illegitimately or with permission from the Client by third parties by maintaining the security of the account. Where through third party use of the account, and where there is no gross negligence or international cause of damage by the Company, the losses and damages shall be borne entirely by the Client.

(7) Damages caused by delays in notification of transactions and other notices which occur

outside the regular operating hours.

(8) According to the agreement's aforementioned articles, where the Company is absolved from responsibility and liability for damages and losses, it is the Client who shall be responsible for those damages and losses.

(9) Damage caused by other reasons independent of the responsibility of the Company.

**Article 13 -(Effect of notice)**

1. All notifications and communications on the changes, modifications of services and any other necessary notifications of this agreement shall be made through and made available on the web site provided by the Company.

2. The Company shall not be responsible if for any reason beyond the control of the Company, that postal or electronic mail is delayed or not received by the Client and shall not be liable for any damages incurred as a result.

**Article 14 -(Applicable law)**

This agreement does not address the laws of the respective countries of each client and shall be construed to be in accordance with the laws of the NZ.

**Article 15 -(Lawsuit Jurisdiction)**

The Company and the Client agree that in cases where disputes or disagreements cannot be solved between the parties, and where no particular rule in law concerning the transaction and/or point of dispute exists, the courthouse of the jurisdiction of the main address of the Company shall have exclusive jurisdiction over the dispute and be the Court for the first trial.

**Article 16 -(Changes to this Agreement)**

Changes and modifications may occur periodically to this agreement due to the establishment and/or revisions of rules, regulations and laws by government and/or regulating organizations. The Company shall communicate these changes through its web site. Moreover, where the Company has published changes on the website, it shall have thereby fulfilled its obligation to provide notification and no further notification shall be given.

**Article 17 -(Bona fide Discussion)**

In matters of dispute, which may arise, and which, are not explicitly discussed in this agreement, related law will apply, and moreover, both parties agree that they will enter into bona fide discussions in an attempt to solve these issues.