



CLIENT AGREEMENT

RS Finance | Built for Traders

Suite 310, Griffiths Corporate Centre, Beachmont,
Kingstown, St. Vincent and the Grenadines
support@rs-fin.com | www.rs-fin.com

IMPORTANT NOTICE: By opening a Trading Account with RS Finance Limited, you confirm that you have read, understood, and agreed to the terms of this Agreement. Please read this document carefully before proceeding.

1. Parties and Company Information

This Client Agreement (the "Agreement") is entered into between RS Finance Limited (Company Registration No. 27122 BC 2024), a company incorporated under the laws of Saint Vincent and the Grenadines, with its registered office at Suite 310, Griffiths Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines ("the Company"), and you, the Client.

The Company operates in accordance with the laws of Saint Vincent and the Grenadines, including the International Business Companies Act, the Proceeds of Crime Act (Cap. 181), and the Anti-Money Laundering and Terrorist Financing Regulations of Saint Vincent and the Grenadines.

For support or queries: support@rs-fin.com

2. Definitions

For the purposes of this Agreement:

Agreement means this Client Agreement and all associated policies published on the Company's website, as amended from time to time.

Client / You means the individual or legal entity that has opened or applied to open a Trading Account with the Company.

Company means RS Finance Limited (Company No. 27122 BC 2024).

CFD (Contract for Difference) means a financial contract where the difference between the opening and closing prices of an underlying asset is settled between buyer and seller.

Financial Instruments means CFDs, FX contracts, and any other instruments offered by the Company on its Trading Platform.

Margin means the funds required to open and maintain a trading position, comprising Initial Margin and Maintenance Margin.

Order means any instruction to open or close a position on the Trading Platform.

Registration Data means the personal and financial information provided by the Client during account registration.

Services means the trading and related services provided by the Company under this Agreement.

Trading Account means the account opened in the Client's name through which trading activity is conducted.

Trading Platform means the electronic system through which Clients access and execute trades, including all associated software.

Transaction means any trade executed by the Client on the Trading Platform, including the opening or closing of a position.

3. Eligibility and Account Opening

3.1. To open a Trading Account, you must:

- Be at least 18 years of age and of full legal capacity;
- Not be a resident or citizen of a jurisdiction where FX or CFD trading is prohibited by law;
- Not be an employee, director, or close associate of the Company or its affiliates;
- Provide accurate, complete, and current Registration Data as required by the Company.

3.2. The Company is not obliged to accept any application. The Company reserves the right to decline any applicant without providing a reason.

3.3. You agree to promptly notify the Company of any changes to your Registration Data by contacting support@rs-fin.com. Failure to maintain accurate information may result in account suspension or closure.

3.4. Where the Client is a legal entity, the Client must provide duly notarised corporate documents including the certificate of incorporation, memorandum and articles of association, and an authorised signatory list.

4. Know Your Customer (KYC) and AML Compliance

4.1. The Company is required to verify the identity of all Clients in accordance with the Anti-Money Laundering and Terrorist Financing Regulations of Saint Vincent and the Grenadines and the Proceeds of Crime Act (Cap. 181).

4.2. You agree to provide all documentation requested by the Company for identity verification, proof of address, and source of funds purposes. The Company reserves the right to use third-party verification services.

4.3. The Company may suspend, restrict, or close your account if you fail to provide requested documentation, or if the Company has reason to believe that your account activity is connected to money laundering, terrorist financing, or any other financial crime.

4.4. The Company may report suspicious activity to the Financial Intelligence Unit (FIU) of Saint Vincent and the Grenadines without prior notice to you. The Company shall not be liable for any such disclosure made in good faith.

4.5. All funds deposited must be free of any liens and must not be derived from any unlawful activity.

5. Services and Platform Access

5.1. Upon account approval, the Company grants you a limited, personal, non-transferable license to use the Trading Platform solely for personal trading purposes.

5.2. The Company provides access to FX and CFD trading services. The Company does not provide investment advice. All trading decisions are made solely by you at your own risk.

5.3. The Company may modify, suspend, or discontinue any part of its Services or the Trading Platform at any time, with or without prior notice, including for maintenance or system upgrades.

5.4. The Company does not guarantee that the Trading Platform will be available at all times, free from errors or interruptions, or that it will meet your personal requirements.

5.5. You are responsible for maintaining the hardware, software, and internet connection required to use the Trading Platform, and for protecting your devices and login credentials from unauthorized access.

6. Account Security

6.1. Upon account approval, you will be issued confidential Account Credentials. These are for your personal use only and must not be shared with any third party.

6.2. You are solely responsible for all activity conducted through your Trading Account using your Account Credentials, whether authorized or not.

6.3. You must notify the Company immediately at support@rs-fin.com if you suspect your Account Credentials have been compromised or your account has been accessed without your authority. The Company will suspend the affected credentials and issue replacements.

6.4. The Company is not liable for losses arising from unauthorized access to your account where you have failed to safeguard your credentials or report a breach promptly.

7. Prohibited Conduct

7.1. You agree to use the Trading Platform only for lawful trading purposes in accordance with this Agreement and all applicable laws of Saint Vincent and the Grenadines.

7.2. The following conduct is strictly prohibited:

- Suspend or terminate the Client's account;
- Void affected Transactions and cancel any profits derived from prohibited activity;
- Recover losses caused to the Company by such activity;
- Report the conduct to the Financial Intelligence Unit of Saint Vincent and the Grenadines or other relevant authorities;
- Pursue any other remedies available under the laws of Saint Vincent and the Grenadines.

8. Deposits, Withdrawals, and Fees

8.1. Deposits must be made from a bank account or payment method held in your own name. Third-party deposits are not accepted.

8.2. Withdrawals will only be processed to the same account or payment method used for the original deposit, in accordance with the Anti-Money Laundering and Terrorist Financing Regulations of Saint Vincent and the Grenadines.

8.3. The Company does not charge deposit or withdrawal fees. However, third-party charges imposed by banks, payment processors, or e-wallet providers are borne solely by you.

8.4. Deposits will be credited to your Trading Account within one (1) Business Day of funds clearing in the Company's bank account.

8.5. Withdrawals will be processed within five (5) Business Days, provided all compliance requirements are met and your account is in good standing.

8.6. Dormant Accounts. An account with no trading activity, deposits, withdrawals, or login for ninety (90) consecutive days will be classified as dormant. A reminder will be issued on the 61st day. On the 91st day, all linked MetaTrader accounts will be deactivated. A maintenance fee of USD 10 will be deducted every thirty (30) days from dormant accounts with available funds until the account is reactivated or the balance reaches zero. Dormant accounts will not incur negative balances.

8.7. Full details of deposit and withdrawal procedures are set out in the Company's Deposit & Withdrawal Policy, which forms part of this Agreement.

9. Risk Disclosure

9.1. Trading in FX and CFDs involves a high level of risk and may not be suitable for all investors. You may lose all of the funds in your Trading Account.

9.2. You acknowledge that:

- CFD and FX trading involves significant leverage, which can amplify both profits and losses;
- Past performance is not indicative of future results;
- You are solely responsible for assessing the suitability of trading for your financial circumstances;
- The Company does not provide investment advice and you should seek independent financial advice if needed;
- Transactions on the Trading Platform are conducted over-the-counter (OTC) and not on a regulated exchange.

9.3. The Company is not liable for losses arising from market volatility, price movements, or any factors outside its reasonable control.

10. Margin and Force Close

10.1. To open a position, you must have sufficient Initial Margin in your Trading Account. To keep a position open, you must maintain the required Maintenance Margin.

10.2. The Company may issue a Margin Call requesting you to deposit additional funds. The Company is not obligated to issue a Margin Call before closing positions.

10.3. If your account balance falls to or below the required Maintenance Margin level, the Company reserves the right to close any or all of your open positions immediately and without prior notice, at its sole discretion, whether at a profit or a loss.

10.4. You are protected against negative balances. The Company will not pursue you for losses beyond the funds held in your Trading Account.

11. Liability and Indemnity

11.1. The Company is not liable for any loss or damage unless directly caused by its own fraud, wilful misconduct, or gross negligence.

11.2. The Company is not liable for:

- Losses arising from market movements, volatility, or slippage;
- Delays, interruptions, or failures of the Trading Platform or internet connectivity;
- Actions of third-party payment providers, banks, or liquidity providers;
- Force Majeure Events including natural disasters, war, government actions, or regulatory interventions;
- Unauthorized access to your account where you have failed to protect your credentials.

11.3. The Company's total liability to you under this Agreement shall not exceed the net amount of funds deposited in your Trading Account, less any withdrawals made.

11.4. You agree to indemnify and hold the Company, its directors, employees, and affiliates harmless against any claims, losses, costs, or damages arising from your breach of this Agreement, your use or misuse of the Trading Platform, or any third-party claims connected to your trading activity.

12. Amendments

12.1. The Company may amend this Agreement at any time. Amendments will be published on the Company's website and, where practicable, communicated to you by email.

12.2. Your continued use of the Trading Platform after an amendment is published constitutes your acceptance of the updated terms.

12.3. If you do not accept an amendment, you may terminate this Agreement by submitting a written withdrawal request and closing all open positions.

13. Termination

13.1. Either party may terminate this Agreement by giving at least five (5) Business Days' written notice to the other.

13.2. The Company may terminate this Agreement immediately and without notice if:

- You breach any provision of this Agreement;
- An Event of Default occurs;
- The Company is required to do so by law or a competent authority in Saint Vincent and the Grenadines;
- Continued provision of services would expose the Company to legal, regulatory, or reputational risk.

13.3. Upon termination:

- All open positions must be closed. If you fail to do so, the Company may close them at prevailing market prices;
- All amounts owed by you to the Company become immediately due and payable;
- Any remaining balance, after deducting obligations owed to the Company, will be returned to you provided no fraud or illegality is suspected.

14. Governing Law and Disputes

14.1. This Agreement is governed exclusively by the laws of Saint Vincent and the Grenadines. Both Parties submit to the exclusive jurisdiction of the competent courts of Saint Vincent and the Grenadines for the resolution of any disputes.

14.2. Clients may file complaints by contacting support@rs-fin.com. The Company will acknowledge complaints within five (5) Business Days and endeavour to resolve them promptly.

14.3. If a complaint remains unresolved, the Client retains the right to pursue any remedies available under the laws of Saint Vincent and the Grenadines.

15. General Provisions

15.1. Entire Agreement. This Agreement, together with the Company's AML Policy, Deposit & Withdrawal Policy, Refund Policy, and Risk Disclosure, constitutes the entire agreement between the Parties and supersedes all prior agreements and representations.

15.2. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force.

15.3. Waiver. Failure by the Company to enforce any provision of this Agreement shall not constitute a waiver of that right.

15.4. Assignment. You may not assign any rights or obligations under this Agreement without the Company's prior written consent. The Company may assign its rights to a successor with five (5) Business Days' written notice to you.

15.5. Communication. All formal notices must be sent to the Company at support@rs-fin.com. The Company will communicate with you via your registered email address or through the Trading Platform.