



CLIENT AGREEMENT

2016

CLIENT AGREEMENT

PART A: GENERAL TERMS AND CONDITIONS

1 Introduction

- 1.1 The Agreement is entered by and between Prime Markets S.A. ("the Company") on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form (hereinafter called the "Client") on the other part.
- 1.2 The Company is registered as an International Business Company in Saint Vincent and the Grenadines with number 23072 IBC 2015.
- 1.3 This Client Agreement with the following documents found on the Company's website (namely "General Business Terms", "Bonuses", "Risk Disclosure and Warnings Notice", "Complaints Procedure For Clients"), as amended from time to time, (together the "Agreement") set out the terms upon which the Company will offer Services hereunder to the Client and shall govern all CFDs trading activity of the Client with the Company during the course of the Agreement.
- 1.4 The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).

2 Interpretation of Terms

- 2.1 In this document (Client Agreement):

"Access Data" shall mean the login and password of the Client, which are required so as to place Orders in CFDs with the Company on the Trading Platform, and any other secret investor passwords, phone passwords or similar used to access the Personal Area so as to perform non-trading operations.

"Account Opening Application Form" shall mean the application form/questionnaire completed by the Client, on-line on the Company's Website or in hard copy, in order to apply for the Company's Services under the Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client's identification and due diligence, his/her categorization and appropriateness in accordance with the Applicable Regulations.

"Affiliate" shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity.

"Agreement" shall mean this document (Client Agreement) and various documents found on the Company's Website, namely "General Business Terms", "Risk Disclosure and Warnings Notice", "Complaints Procedure for Clients", as amended from time to time and any subsequent Appendices added thereto.

"Applicable Regulations" shall mean (a) rules of a relevant regulatory authority having powers over the Company; (b) the Rules of the relevant Market; and (c) all other applicable laws, rules and regulations of Saint Vincent and Grenadines.

"Ask" shall mean the higher price in a quote at which the price the Client may buy.

“Balance” shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

“Base Currency” shall mean the first currency in the Currency Pair against which the Client buys or sells the quote Currency.

“Bid” shall mean the lower price in a quote at which the Client may sell.

“Bonuses” shall mean promotions offered by the Company from time to time and are indicated on the Company's website. Before applying for a Bonus, Clients must read and agree to be bound by the Bonuses terms and conditions.

“Business Day” shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other UK Bank holidays.

“Client Account” shall mean the unique personalised account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Trading Platform, the balance of the Client money and deposit/withdrawal transactions of the Client money.

“Client Terminal” shall mean the MetaTrader 4, or later version, in addition to any platform trading facilities including (but not limited to) web and mobile traders, which are used by the Client in order to obtain information on underlying markets in real-time, to make technical analysis of the markets, make Transactions, place or delete Orders, as well as to receive notices from the Company and keep record of Transactions.

“Closed Position” shall mean the opposite of an Open Position.

“Completed Transaction” shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa in CFD trading.

“Contract for Differences” (“CFD”) shall mean a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument.

“Contract Specifications” shall mean the principal trading terms in CFD (for example Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges etc.) for each type of CFD as determined by the Company from time to time.

“Currency of the Client Account” shall mean the currency that the Client Account is denominated in, as available by the Company from time to time.

“Currency Pair” shall mean the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

“Credit line” shall mean a credit line granted in the Client account, which may be used only for trading in the Trading platform.

“Equity” shall mean the Balance plus the Credit Line plus or minus any Floating Profit or Loss that derives from all Open Positions and shall be calculated as: $Equity = Balance + Credit Line + Floating Profit - Floating Loss$.

“Error Quote (Spike)” shall mean an error Quote having the following characteristics:

- (a) a significant Price Gap; and
- (b) in a short period of time the price rebounds with a Price Gap; and
- (c) before it appears there have been no rapid price movements; and
- (d) before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

“Event of Default” shall have the meaning given in paragraph 11.1. of PART A of this document (Client Agreement).

“Expert Advisor” shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his/her account automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, trailing stops and take profit levels.

“Financial Instrument” shall mean Contracts for Differences.

“Floating Profit/Loss” shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable) in CFD trading.

“Force Majeure Event” shall have the meaning as set out in paragraph 12.1. of PART A of this document (Client Agreement).

“Free Margin” shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity- Necessary Margin].

“Hedged Margin” shall mean the necessary margin required by the Company so as to open and maintain Matched Positions in CFD trading.

“Indicative Quote” shall mean a Quote at which the Company has the right not to accept any Instructions or arrange for the execution of any Orders in CFD trading.

“Initial Margin” shall mean the necessary margin required by the Company so as to open a position in CFD trading.

“Issuer of Letter of Credit” or “Issuer of LC” shall mean any financial institution which has the right according to its local legislation to issue Letters of Credit.

“Leverage” shall mean a ratio in respect of Transaction Size and Initial Margin in CFD trading. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

“Letter of Credit” or “LC” shall mean a financial instrument, under which the Issuer of the LC irrevocably guarantees payment to a specific beneficiary under specific terms and conditions explicitly described in the LC. Different instruments issued under different legislations, but with the same functionality as described above, can be construed as LCs at the Company’s discretion.

“Long Position” shall mean a buy position that appreciates in value if underlying market prices increase in CFD trading. For example in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

“Lot” shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

“Lot Size” shall mean the number Underlying Assets in one Lot in a CFD.

“Margin” shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

“Margin Call” shall mean the situation when the Company informs the Client that the Client does not have enough Margin to place Orders or maintain Open Positions.

“Margin Level” shall mean the percentage of Equity to Necessary Margin ratio in CFD trading. It is calculated as: $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$.

“Margin Trading” shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size in CFD trading.

“Matched Positions” shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.

“Necessary Margin” shall mean the necessary margin required by the Company so as to maintain Open Positions in CFD trading.

“Normal Market Size” for CFD trading shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution.

“Open Position” shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction. In relation to CFD trading this may be a Long Position or a Short Position which is not a Completed Transaction.

“Order” shall mean an instruction from the Client to trade in Financial Instruments.

“Order Level” shall mean the price indicated in the Order in CFD trading.

“Parties” shall mean the parties to this Agreement — the Company and the Client.

“Personal Area” shall mean the Client's personal page on the Company's Website.

“Politically Exposed Persons” shall mean:

(a) natural persons who are or have been at any point in the last 12 months entrusted with prominent public functions, at any country, which means: heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, charges d'affaires and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State-owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials.

(b) The immediate family members of such persons as set out under definition (a), which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.

(c) Persons known to be close associates of such persons as set out under definition (a), which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition (a); any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition (a).

“Price Gap” shall mean the following:

(a) the current Quote Bid is higher than the Ask of the previous Quote; or

(b) the current Quote Ask is lower than the Bid of the previous Quote.

“Quote” shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

“Quote Currency” shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

“Quotes Base” shall mean Quotes flow information stored on the Server in CFD trading.

“Quotes flow” shall mean the stream of Quotes in the Trading Platform for each CFD.

“Relevant Amount(s)” shall mean any free Equity in the Client Account not used for margin purposes.

“Server” shall mean the software server side of the trading platform, in addition to any platform trading facilitates including (but not limited to) web and mobile traders. The server is used to arrange for the execution of the Client's Orders or Instructions or Requests, to provide trading information in real-time mode (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

“Services” shall mean the services provided by the Company to the Client as set out in paragraph 4 of PART A hereunder.

“Short Position” shall mean a sell position that appreciates in value if underlying market prices fall in CFD trading. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

“Slippage” a) shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (For example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade; b) a parameter of Expert Advisor, which define appropriate distance between ordered quote and a quote, which will be provided by the Company upon an Expert Advisor request.

“Spread” shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment in CFD trading.

“Swap or Rollover” shall mean the interest added or deducted for holding a position open overnight in CFD trading.

“Third party funds” shall mean funds granted by a third party to this agreement in favour of the Client’s account including, but not limited to Letters of Credit, funds obtained by a credit in favour of the Client from a third party and in any case of a Third party rights on Client’s account.

“Third party rights on Client’s account” or “Third party rights” shall mean any rights a third party to this agreement has on the Client’s account arising from an agreement between the Client and the third party such as, but not limited to, liens, seizures, pledges and guarantees on the Client’s account. Third party rights shall be accepted and enforced for the full amount specified in the document under which they arise (“Accepted amount of Third party rights”), after a written notice to and a verification by the Company, at the Company’s sole discretion. In case the Third party rights agreement and the Client’s account are in different currencies, the accepted amount of Third party rights is calculated according to the current currency exchange rates.

“Trading Platform” shall mean the Company’s online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place and delete Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Trading Platform consists of the Server and the Client Terminal.

“Trailing Stop” shall mean a stop-loss order set at a percentage level below the market price - for a long position in CFD Trading. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit.

“Transaction” shall mean any CFD transaction arranged for execution on behalf of the Client under this Agreement.

“Transaction Size” shall mean Lot Size multiplied by number of Lots in CFD trading.

“Underlying Asset” shall mean the underlying asset in a CFD which may be Currency Pairs, Metals, Futures, Commodities or any other asset according to the Company’s discretion from time to time.

“Underlying Market” shall mean the relevant market where the Underlying Asset of a CFD is traded.

“Website” shall mean the Company’s website at www.primemarkets.com or such other website as the Company may maintain from time to time.

“Written Notice” shall mean any notice or communication given via the Trading Platform internal mail, email, facsimile transmission, post, commercial courier service, air mail and the Company’s Website.

2.2 In the Agreement, words importing the singular shall import the plural and vice versa, words importing the masculine shall import the feminine and vice versa and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

- 2.3 Paragraph headings in the Agreement are for ease of reference only.
- 2.4 Any reference in the Agreement to any act or regulation or law shall be that act or regulation or law as amended, modified, supplemented, consolidated or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.

3 Client Acceptance and Commencement

- 3.1 After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation, the Company will send him/her a notice informing him/her whether he has been accepted as a customer of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept the Client as its client, and hence open a Client Account for him/her or accept any money from him/her, until all documentation it requires has been received by the Company, properly and fully completed by the Client and all internal Company checks (including without limitation anti-money laundering checks, appropriateness tests and identification procedures) have been fully satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.
- 3.2 The Agreement will take effect and commence upon the receipt by the Client of the notice sent by the Company informing the Client that he has been accepted as the Company's Client or that an account has been opened in his/her name.

4 Services

- 4.1 Subject to the Client's obligations under the Agreement being fulfilled, the Company may at its discretion offer the following Services to the Client:
- (a) Receive and transmit Orders of the Client in CFDs.
 - (b) Execute Client Orders in CFDs.
 - (c) Provide Safekeeping and administration of financial instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management.
 - (d) Provide Foreign Currency Services provided they are associated with the provision of the reception and transmission service of paragraph 4.1.(a) and (b) of PART A of this document (Client Agreement).
- 4.2 It is hereby agreed and understood that the Company reserves the right to reject a Client's request to trade in CFDs and to allow such Client, at the Company's discretion, to trade only in CFDs and the Client agrees that the Company will have no obligation to inform the Client of the reason.

5 Advice and Provision of Information

- 5.1 The Company will not advise the Client about the merits of a particular Transaction or give him/her any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in CFDs or the Underlying Markets. The Client alone will enter into Transactions and take relevant decisions based on his/her own judgement. In asking the Company to enter into any Transaction, the Client represents that he has been solely responsible for making

his/her own independent appraisal and investigation into the risks of the Transaction. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his/her own evaluation of the merits and risks of any Transaction. The Company gives no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.

- 5.2 The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.
- 5.3 The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so:
- (a) the Company will not be responsible for such information;
 - (b) the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;
 - (c) this information is provided solely to enable the Client to make his/her own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
 - (d) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
 - (e) the Client accepts that prior to despatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.
- 5.4 It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

6 Costs, Commissions and Taxes

- 6.1 The provision of Services and the performing of both trading and non-trading operations under the Agreement is subject to the payment of charges to the Company (the "Costs"). Costs to the Company are set out in the Company Website and/or the Personal Area.
- 6.2 When placing Orders in CFDs, the related Costs may appear as a percentage of the value of the CFD, therefore the Client has the responsibility to understand how Costs are calculated in this case.
- 6.3 The Company may vary its Costs from time to time. The Company will send a Written Notice to the Client informing of any changes, before they come into effect. The variation will take effect from the date which the Company specifies in its notification to the Client. The Company will endeavour to provide the Client with at least (7) seven Business Days notice of such alteration and that the latter

shall be free to dissolve the contract immediately. In the event that the such alteration is based on a change in interest rates or tax treatment or where there is a valid reason, the Company shall have the right to amend it without prior notice to the Client provided that the Company shall inform the Client at the earliest opportunity and that the latter is free to dissolve the contract immediately.

- 6.4 When providing a Service to a Client, the Company may pay or receive fees, commissions or other non-monetary benefits from third parties as far as permissible under Applicable Regulations. The Company will provide information on such benefits to the Client according to Applicable Regulations.
- 6.5 The Company will not act as tax agent for the Client. The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.
- 6.6 The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the transactions under this Agreement.
- 6.7 The Company charges commission on carrying out operations to pay in/withdraw funds and on trades. Charging of the total commission for carrying out trades is allowed at the time transactions are opened or closed.
- 6.8 The Company is entitled to increase the amount of commission with prior notification to the Client 1 day before the new commission is introduced.
- 6.9 The amount of commission for paying in/ withdrawal of funds depends on factors such as the transaction sum, the type of transaction, the transaction currency, the system of payment etc. and is indicated on the Company's website.
- 6.10 The Company is entitled, in relation to Client Accounts to adjust the best available prices in the market by the amount of its own commission.

7 Communications and Written Notices

- 7.1 Unless the contrary is specifically provided in this Agreement, any notice, instruction, request or other communication to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post if posted in Saint Vincent and Grenadines, or airmail if posted outside Saint Vincent and Grenadines, or commercial courier service and shall be deemed delivered only when actually received by the Company at:

Prime Markets S.A.

The Leadenhall Building, Level 30, 122 Leadenhall Street, City of London, EC3V 4AB, United Kingdom

Tel: +44(0)203 129 6106

Email: support@primemarkets.com

- 7.2 In order to communicate with the Client, the Company may use any of the following methods:
 - (a) Trading Platform internal mail;

- (b) Email;
- (c) Facsimile transmission;
- (d) Telephone;
- (e) Post;
- (f) Commercial courier service;
- (g) Air mail;
- (h) The Company's Website;
- (i) Personal Area.

7.3 Any communications sent to the Client (documents, notices, confirmations, statements etc.) are deemed received:

- (a) if sent by Trading Platform internal mail, immediately after sending it;
- (b) if sent by email, within one hour after emailing it;
- (c) if sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine during the Business Hours at its destination.
- (d) if sent by telephone, once the telephone conversation has been finished;
- (e) if sent by post, seven calendar days after posting it;
- (f) if sent via commercial courier service, at the date of signing of the document on receipt of such notice;
- (g) if sent by air mail, ten Business Days after the date of their dispatch;
- (h) if posted on the Company Webpage, within one hour after it has been posted;
- (i) if posted on the Personal Area, immediately once posted.

7.4 In order to communicate with the Client the Company will use the contact details provided by the Client whilst opening the Client Account or as updated latter on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

7.5 Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

7.6 Telephone conversations between the Client and the Company may be recorded and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders/Instructions/Requests or conversations so recorded.

7.7 The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by any of the methods of paragraph 7.2. above of PART A of this document (Client Agreement).

8 Confidentiality, Personal Data, Records

- 8.1 The Company may collect client information directly from the Client (in his/her completed Account Opening Application Form or otherwise) or from other persons including but not limited to credit reference agencies, fraud prevention agencies, third authentication service providers, other financial institutions and the providers of registers.
- 8.2 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, for research and statistical purposes and for marketing purposes and as provided for under paragraph 8.3. under PART A of this document (Client Agreement). Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.
- 8.3 The Client agrees that the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details, personal details) in the following circumstances as and to the extent required:
- (a) where required by law or a competent Court;
 - (b) where requested by a regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
 - (c) to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
 - (d) to execution venues or any third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;
 - (e) to credit reference and fraud prevention agencies, third authentication service providers and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so these agencies/parties may check the details the Client supplied against any particulars or any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
 - (f) to the Company's professional advisors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
 - (g) only to the extent required, to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
 - (h) only to the extent required, to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;

- (i) to market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company;
- (j) where necessary in order for the Company to defend or exercise its legal rights;
- (k) at the Client's request or with the Client's consent;
- (l) to an Affiliate of the Company;
- (m) to successors or assignees or transferees or buyers, with ten Business Days prior Written Notice to the Client, for the purposes of paragraph 19.2. under PART A of this document (Client Agreement).

9 Amendments

- 9.1 The Company may upgrade the Client Account, the Platform or enhance the services offered to the Client if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client as a result of the change.
- 9.2 Unless provided differently elsewhere in the present document ("Client Agreement"), the Company has the right to amend the terms of the Client Agreement at any time. Any such amendments will become effective immediately..

10 Termination

- 10.1 Each Party may terminate this Agreement by giving at least ten (10) Business Days Written Notice to the other Party.
- 10.2 The Company may terminate this Agreement with immediate effect and without prior notice for any good reason such as in an Event of Default of the Client as defined in paragraph 11.1. of PART A of this document (Client Agreement).
- 10.3 Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made there under.
- 10.4 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (without limitation):
- (a) all outstanding Costs and any other amounts payable to the Company;]
 - (b) any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
 - (c) any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
 - (d) any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
 - (e) any damages which arose during the arrangement or settlement of pending obligations.
- 10.5 Once notice of termination of this Agreement is sent or upon termination the following shall apply:

- (a) the Client will have an obligation to close all his/her Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions at current Quotes;
- (b) the Company will be entitled to cease to grant the Client access to the Trading Platform or may limit the functionalities the Client is allowed to use on the Trading Platform;
- (c) the Company will be entitled to refuse to open new positions for the Client;
- (d) the Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

10.6 Upon termination any or all the following may apply:

- (a) The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances with obligations of the Client towards the Company;
- (b) The Company has the right to close the Client Account(s);
- (c) The Company has the right to convert any currency;
- (d) The Company has the right to close out the Client's Open Positions at current Quotes;
- (e) In absence of illegal activity or suspected illegal activity of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) pay such Balance to the Client as soon as reasonably practicable and supply him/her with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's instructions to the Company. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

11 Default

11.1 Each of the following constitutes an "Event of Default":

- (a) the failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Agreement;
- (b) the failure of the Client to perform any obligation due to the Company;
- (c) If an application is made in respect of the Client pursuant to the Saint Vincent and the Grenadines' bankruptcy laws or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- (d) the Client is unable to pay the Client's debts when they fall due;

- (e) the Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
- (f) where any representation or warranty made by the Client in paragraph 14 is of PART A of this document (Client Agreement) or becomes untrue;
- (g) any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 11.2. of PART A of this document (Client Agreement);
- (h) an action set out in paragraph 11.2 of PART A of this document (Client Agreement) is required by a competent regulatory authority or body or court;
- (i) the Client involves the Company in any type of fraud or illegality or may be at risk of involving the Company in any type of fraud or illegality, such risk determined in good faith by the Company;
- (j) in cases of material violation by the Client of the requirements established by legislation of Saint Vincent and the Grenadines or other countries, such materiality determined in good faith by the Company;
- (k) if the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities.

11.2 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

- (a) Temporarily block the Account of the Client and/or Accounts of another Client which the Company considers to be involved in suspicious activity until the Company can determine if an Event of Default has occurred. In case of investigation of Events of Default the Company may request the Client to provide various documents and the Client is under an obligation to provide such;
- (b) terminate this Agreement without notice to the Client;
- (c) take any or all of the actions of paragraph 10.6. of PART A of this document (Client Agreement).

12 Force Majeure

12.1 A Force Majeure Event includes without limitation each of the following:

- (a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Platform;
- (b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
- (c) Labour disputes and lock-out which affect the operations of the Company;

- (d) Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- (e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- (f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the company) and DDoS-attacks;
- (g) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- (h) The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.
- (i) The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;
- (j) The failure of any relevant supplier, Financial Institution intermediate broker, Liquidity Provider, agent or principal of the Company, custodian, sub-custodian, dealer, Exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

12.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:

- (a) increase Margin requirements without notice;
- (b) close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
- (c) refuse to accept Orders from Clients;
- (d) suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
- (e) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;
- (f) increase Spreads;
- (g) decrease Leverage;
- (h) shut down the Platform(s) in case of malfunction for maintenance or to avoid damage;

(i) inactivate the Client Account.

12.3 Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

13 Limitations of Liability and Indemnity

13.1 In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out the Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

13.2 The Company will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to:

- (a) any error or failure in the operation of the Trading Platform;
- (b) errors in the settings of Client Terminal, out-of-sequence Client Terminal update, any delay caused by the Client Terminal, the Client not following the instructions on the Client Terminal;
- (c) any hardware, software, connection bugs from the Client's side;
- (d) all Orders placed under the Client's Access Data;
- (e) any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event;
- (f) the acts, omissions or negligence of any third party;
- (g) the solvency, acts or omissions of any third party referred to in this paragraph 1.6. of PART B of this document (Client Agreement);
- (h) if a situation of paragraph 1.6. of PART B of this document (Client Agreement) arises;
- (i) any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his/her Access Data;
- (j) unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- (k) any actions or representations of the Introducer;
- (l) currency risk materialising;
- (m) occurrence of Slippage;

- (n) occurrence of re-quoting;
- (o) any of the risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website, materialises;
- (p) any changes in the rates of tax;
- (q) the Client using Trailing Stop and/or Expert Adviser.
- (r) the Client relying in Stop Loss Orders;
- (s) the actions, Orders, Instructions, Transactions entered into by the Client under this Agreement.

13.3 If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

13.4 The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement.

14 Representations and Warranties

14.1 The Client represents and warrants to the Company the following:

- (a) the information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic and shall inform the Company of any changes;
- (b) the Client has read and fully understood the terms of this document (Client Agreement) and the various documents found on the Company's website.
- (c) the Client is duly authorised to enter into the Agreement, to give Orders, Instructions and Requests and to perform its obligations thereunder;
- (d) the Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;
- (e) the Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorised to do so;
- (f) all actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- (g) the Client has declared in the Account Opening Application Form if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he/she becomes a Politically Exposed Person;

- (h) the Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- (i) the Client funds are free of any lien, charge, pledge or other encumbrance;
- (j) the Client has chosen the particular type of Service and Financial Instrument, taking his/her total financial circumstances into consideration which he/she consider reasonable under such circumstances;
- (k) there are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion;
- (l) the Client will take into account any information in the Company's advertising materials only in combination with the complete description of the advertised services or promotion published on the Company's website;
- (m) the Client is over 18 years old.

15 Client Acknowledgements of Risk and Consents

15.1 The Client unreservedly acknowledges and accepts the following:

- (a) Trading in CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading in CFDs and accepts and declares that he/she is willing to undertake this risk. The damages may include loss of all his/her money and also any additional commissions and other expenses to keep his/her positions open.
- (b) CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can work against him/her as well as for him/her.
- (c) CFD Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the margining requirements.
- (d) Trading on an electronic Trading Platform carries risks.
- (e) The risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website.

15.2 The Client agrees and understands that:

- (a) He/she will not be entitled to delivery of, or be required to deliver, the Underlying Asset of the CFD, nor ownership thereof or any other interest therein.
- (b) no interest shall be due on the money that the Company holds in Client Accounts.
- (c) when trading in CFDs the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a Regulated Market but Over-The-Counter (OTC).

15.3 The Client consents to the provision of the information of the Agreement by means of the Website.

15.4 The Client confirms that he/she has regular access to the internet and consents to the Company providing him/her with information, including, without limitation, information about amendments to the

terms and conditions, costs, fees, this Agreements, Policies and information about the nature and risks of investments by posting such information on the Website.

16 Applicable and Governing Law and Applicable Regulations

- 16.1 All disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Saint Vincent and Grenadines.
- 16.2 This Agreement is governed by the Laws of Saint Vincent and Grenadines.
- 16.3 Notwithstanding any other provision of this Agreement, in providing Services to the Client the Company shall be entitled to take any action as it considers necessary in its absolute discretion to ensure compliance with the relevant market rules and or practices and all other applicable laws.
- 16.4 All transactions on behalf of the Client shall be subject to Applicable Regulations. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Applicable Regulations in force at the time. Any such measures as may be taken and the Applicable Regulations in force shall be binding on the Client.
- 16.5 The Client may submit complaints to the Company according to the "Complaints Procedure for Clients" found on the Website.

17 Severability

- 17.1 Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to have been excluded From this Agreement From the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

18 Non-Exercise of Rights

- 18.1 The Company's Failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, or its Failure to exercise any or part of any of right or remedy to which the Company is entitled under this Agreement, shall not constitute an implied waiver thereof.

19 Assignment

- 19.1 The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement. Such deal is not subject to Client approval or obligation of the Company to inform the Client and it may be done, without limitation, in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, upcoming winding up of the Company, or sale or transfer of all or part of the business or the assets of the Company to a third party.
- 19.2 It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 19.1 above, the Company shall have the right to disclose and/or transfer all Client information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client

Account and the Client Money as required, subject to providing at least ten Business Days prior Written Notice to the Client.

- 19.3 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without prior written consent of the Company.

20 Language

- 20.1 The Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

21 Introducer

- 21.1 In cases where the Client is introduced to the Company through a third person ("Introducer"), the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.
- 21.2 The Client acknowledges and confirms that his/her agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer.

22 Identification

- 22.1 In order to prevent any unauthorised access to the Client Account, verification of the Client's identity is made for the following non-trading operations:
- (a) withdrawal requests;
 - (b) leverage change;
 - (c) change of Access Data etc.
- 22.2 The means Client identification used by the Company and the method of Client identification is performed according to the "General Business Terms" found on the Company's Website.
- 22.3 It is understood that the Company shall have the right to suspend execution of the non-trading operations if the Client's identification data are invalid or incorrect until the Client sends the correct identification data.

23 Currency Conversions

- 23.1 The Company is entitled, without prior notice to the Client, to effect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client Account in the Currency of the Client Account (in the event that the Client deposits money in a different currency of that of the Currency of the Client Account) or comply with its obligations or exercise its rights under this Agreement or complete any specific Transaction or Order. Any such conversion shall be made by the Company at reasonable exchange rates as the company shall select, having regards to the prevailing market rates. The Company shall be entitled to charge to the Client and obtain from the Client Account or from the deposited amount the expenses incurred with regard to currency

conversions for the Client, including commissions to banks, money transfer fees, commissions to intermediaries.

23.2 The Client will bear all foreign currency exchange risk arising from any Transaction or the exercise by the Company of its rights under the Agreement or any law.

24 **Miscellaneous**

24.1 All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

24.2 Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

24.3 In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

PART B: CLIENT MONEY AND CLIENT ACCOUNT

1 Client Money

- 1.1 The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his/her Client Account(s) under this Agreement) and the Client waives all right to interest.
- 1.2 The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.
- 1.3 The Company may hold Client money and the money of other clients in the same account (omnibus account).
- 1.4 The Company may deposit Client money with a third party (i.e. intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty or other financial institution) who may have a security interest, lien or right of set-off in relation to that money.
- 1.5 Client's money may be held on the Client's behalf with an intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty or other financial institution located within or outside Saint Vincent and Grenadines. The legal and regulatory regime applying to any such person outside Saint Vincent and Grenadines will be different from that of Saint Vincent and Grenadines and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in Saint Vincent and Grenadines. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph.
- 1.6 The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.
- 1.7 It is understood that profit or loss from trading is deposited in/withdrawn from the Client Account once the Transaction is closed.

2 Lien

- 2.1 The Company shall have a general lien on all funds held by the Company or its Associates or its nominees on the Client's behalf until the satisfaction of his/her obligations.

3 Netting and Set-Off

- 3.1 If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set-off and cancel each other.

- 3.2 If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.
- 3.3 The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of Termination of the Agreement.

4 Client Account

- 4.1 In order to facilitate trading in CFDs, the Company will open a Client Account for the Client, which will be activated upon the Client depositing the minimum initial deposit as determined by the Company in its discretion from time to time. The minimum initial deposit may vary according to the type of the Client Account. This information is made available on our Website.
- 4.2 The Company may offer different types of Client Accounts with different characteristics, different method of execution and different requirements. Information on the various types of Client Accounts is found on the Website.

5 Temporary Block of the Client Account

- 5.1 The Company may temporarily block the Client Account without prior notice to the Client for any good reason, including in any of the following cases:
- (a) in an Event of Default of the Client according to paragraph 11.2 (a) of PART A of this document (Client Agreement) and for such time that the Company reasonably requires to examine if an Event of Default has occurred;
 - (b) after the Client's request to temporarily block the Client Account under paragraph 5.5. of PART B of this Client Agreement;
 - (c) the Company is informed from a reliable source that the Access Data of the Client may have been received by unauthorised third parties;
 - (d) the Company is informed from a reliable source of possible unlawful actions or doubtful operations of the Client as set out in the Clause 1.4. of the General Business Terms.
 - (e) in a Force Majeure Event and for such duration that the relevant event continues to exist.
- 5.2 Without prejudice to any other right of the Company, the Client Account shall be unblocked in the following cases:
- (a) when the Company determines that an Event of Default has not occurred, where the Client Account was temporarily blocked under paragraph 5.1(a) of PART B of this Client Agreement;
 - (b) when the Client requests from the Company to unblock the Client Account under paragraph 5.6, where the Client Account was temporarily blocked under paragraph 5.1(b) of PART B of this Client Agreement;
 - (c) when the safety of the Access Data is determined or the Company issues new Access Data to the Client, where the Client Account was temporarily blocked under paragraph 5.1(c) of this Client Agreement;

- (d) when the Company determines that the Client has not engaged into any actions or doubtful operations as set out in the Clause 1.4 of the General Business Terms, where the Client Account was temporarily blocked under paragraph 5.1(d) of this Client Agreement;
- (e) when the Force Majeure event does not exist anymore, where the Client Account was temporarily blocked under paragraph 5.1(e) of PART B of this Client Agreement.

- 5.3 During the period for which the Client's Account is blocked, the Company shall examine the circumstances and as a result the Client Account may be either unblocked or closed.
- 5.4 In the case of a Client Account being closed, its balance shall be withdrawn according to paragraph 7.13. of PART B of this document (Client Agreement).
- 5.5 The Client has the right to request the Company to temporarily block his/her Client Account by sending an email at support@primemarkets.com or calling the Company, with request to temporary block the Client Account and giving in both cases the account's password. The Company shall block the account within 24 hours after receiving of the said request.
- 5.6 In order for the Company to unblock the Client Account, which was blocked after the request of the Client, the Client shall either send email to support@primemarkets.com or call the Company with request to unblock the account and also point out the account password. The Company shall unblock the Client Account within 24 hours after receiving of the request.

6 Inactive and Dormant Client Accounts

- 6.1 If, for 180 (hundred eighty) calendar days, there are no trades or non-trading operations (including agent operations) on a client account with a balance less than \$50 (or the equivalent sum depending in the Currency of the Client Agreement), then the account will be archived.
- 6.2 When the Client account is archived, all trades on the account will be archived as well and cannot be restored. However, at the Client's request, the Company can provide a history of a requested account.
- 6.3 If the Client has trades older than 35 (thirty five) calendar days, they may be combined and removed.
- 6.4 If the Client Account is inactive for four years or more, and after notifying the Client in its last known address, the Company reserves the right to close the Client Account and render it dormant.
- 6.5 At the Client's request, a previously archived account may be restored. Money in the archived account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

7 Deposits and Withdrawals to/from the Client Account

- 7.1 The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits may be accepted by bank transfer, debit / credit card, or any other method acceptable by the Company from time to time. In some countries, the Company may offer a limited number of methods. The Company may not accept third party or anonymous payments in the Client Account except in cases specifically describe in this document (Client Agreement).
- 7.2 The Client may deposit via personal debit / credit card of international payment system stated in the Personal Area. The Client shall understand and agree that if the Client uses this method of payment

he/she will be able to withdraw funds only to the same personal debit / credit card, bank account and etc. from which funds were deposited. In some countries, the Company may offer a limited number of methods.

- 7.3 The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.
- 7.4 The Company shall have the right to reject a deposit of the Client if the provisions of the transfer started in the Personal Area are not followed.
- 7.5 The Company has the right to refuse deposit and withdrawal operations in the cases of the email, telephone number, passport (ID) requisites and address not being verified.
- 7.6 If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company within one Business Day following the amount is cleared in the bank account of the Company.
- 7.7 If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his/her Client Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.
- 7.8 The Company will effect withdrawals of Client funds upon the Company receiving a relevant request from the Client entered on the Client's Personal Area.
- 7.9 Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount within three (3) Business Days, if the following requirements are met:
 - (a) the withdrawal instruction includes all necessary information in the Personal Area or the withdraw request form;
 - (b) the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc.) from which the money was originally deposited in the Client Account or in case of disputable situation to a bank account belonging to the Client;
 - (c) the account where the transfer is to be made belongs to the Client;
 - (d) at the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges;
 - (e) the withdrawal is in accordance with the Bonuses' terms and conditions, if such apply.
 - (f) there is no Force Majeure event which prohibiting the Company from effecting the withdrawal.
- 7.10 It is agreed and understood that withdrawals will only be effected towards the Client. The Company will not make withdrawals to any other third party or anonymous account.

- 7.11 The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.
- 7.12 All payment and transfer charges will be borne by the Client and the Company shall debit the relevant Client Account for these charges.
- 7.13 In the case of an account being closed, its balance withdrawn proportionally to the accounts, from which it was deposited. Unlawful actions with bank cards and bank accounts are exceptions, in the cases of unlawful actions with above mentioned deposit methods, it entails withdrawn of the total initial deposit amount to the real owner of a bank card or bank account regardless of the account balance in the Company. In the named cases all data are provided to the bank and to the law enforcement agencies of the Clients country.
- 7.14 The Client may send the request for withdrawal via bank transfer. In the cases of using bank card as depositing method, the first withdrawal is made by refunding the initial deposit amount. In the cases of profit withdrawal remained after refund to the bank card, the Client's fund are to be withdrawn by bank wire. The Company shall undertake to send funds to the Client's bank account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of bank transfer.
- 7.15 In cases where more than 90 days have elapsed since the Client's trading account was funded by bank card and where during this period no withdrawal of funds has been made from the trading account, withdrawal of funds may be made only to the Client's bank account.
- 7.16 The Client may send the request for transferring funds to another trading account in case of this another trading account supports relevant funds deposit/withdrawal method. Internal transfer shall be executed only between the accounts of the same type or between different types of accounts if the transfer amount is greater than the required minimum initial deposit.
- 7.17 The Company shall process the transfer of funds to another trading account in the currency of trading account.
- 7.18 If a specialist of the Company makes the mistake entailed depositing in incorrect account during transferring funds between trading accounts, the amount of the request shall be refunded to the Client at the expense of the Company.
- 7.19 If there had been an error in the request for transfer of funds to another account which was made by the Client and entailed depositing in incorrect account, the amount of the request shall not be refunded to the Client.
- 7.20 Any internal transfer may be declined without additional explanation of reasons.
- 8 Credit Line**
- 8.1 The Client may receive a Credit line in his/her Client account by depositing Third party funds or a Letter of Credit issued in his/her favor, specifically stating the Company is a Beneficiary, as a collateral for the purpose to fund his/her Client account at any time during the course of this agreement.

- 8.2 The Company has the right to obtain the Third party funds from the third party or the Issuer of the LC and has the right to hold the Third party funds or the LC until the expiration date, specified in the agreement provided by the third party or the Issuer of the LC.
- 8.3 The Company shall have the right to accept or reject the Third party funds at the Company's own discretion.
- 8.4 If the Client receives a Credit line, the Company shall credit the relevant Client Account with the amount of LC received by the Company or with the Third party funds within one Business Day.
- 8.5 If the Credit line received by the Client is not granted in the Client Account when it was supposed to, the Client shall notify the Company and request from the Company to make an investigation. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his/her Client Account. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.
- 8.6 The Company has the right to partially or fully request and receive payments from the Issuer of LC against the LC as a Beneficiary at any time. In cases of third party rights on the Client Account the Company shall enforce such rights as per the provisions of the Contract stating this rights. In case the Company has Credited the Client Account with the amount of the Third party funds it is confirmed that the Company is accepting third party rights on the Client Account.
- 8.7 Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount within three (3) Business Days, if the following requirements are met:
- (a) the withdrawal instruction includes all necessary information in the Personal Area or withdrawal request form;
 - (b) the account where the transfer is to be made belongs to the Client or to the third party providing the Third party funds;
 - (c) at the moment of payment, the maximum withdrawal does not exceed the sum of the Client's Equity less the Accepted amount of Third party rights less the Used Margin. E.g.:
[Withdrawal amount \leq Equity - Accepted amount of Third party rights - Used Margin]
 - (d) the withdrawal is in accordance with the Bonuses' terms and conditions, if such apply.
 - (e) there is no Force Majeure event which prohibiting the Company from effecting the withdrawal.
- 8.8 The Company has the right to cancel or delay any withdrawal in case of Third party rights on the Client Account, which the Company shall enforce, in order to protect the interest of the third party providing the Third party funds.
- 8.9 The Client cannot withdraw the principal of the Credit line once the Credit line is granted to the Accepted amount of Third party rights.
- 8.10 Unless expressly written all other regulations, which do not contradict with the following paragraph 8 of Part B of this document (Client agreement) apply as well.

PART C: THE TRADING PLATFORM

1 Technical Issues

- 1.1 The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Trading Platform, which includes at least a personal computer, internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.
- 1.2 The Client represents and warrants that he/she has installed and implemented appropriate means of protection relating to the security and integrity of his/her computer and that he/she has taken appropriate actions to protect his/her system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Trading Platform or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Company Trading Platform from his/her personal computer.
- 1.3 The Company will not be liable to the Client should his/her computer system fail, damage, destroy and/or format his/her records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his/her hardware configuration or mismanagement, the Company shall not be liable.
- 1.4 The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Trading Platform.

2 Prohibited Actions on the Trading Platform

- 2.1 The Client shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform.
- 2.2 The Client will use the Trading Platform only for the benefit of his/her Client Account and not on behalf of any other person.
- 2.3 It is absolutely prohibited to take any of the following actions:
 - (a) Use any software, which applies artificial intelligence analysis to the Company's system and/or Trading Platform.
 - (b) Intercept, monitor, damage or modify any communication which is not intended for him/her.
 - (c) Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Trading Platform or the communication system or any system of the Company.
 - (d) Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
 - (e) Do anything that will or may violate the integrity of the Company computer system or Trading Platform or cause such system(s) to malfunction.
 - (f) Take any action that could probably allow the irregular or unauthorised access of the Trading Platform.

- (g) Use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Trading Platform or automate the process of accessing or obtaining such information.
- (h) Use the Trading Platform in contravention of this Agreement.

2.4 Internet, connectivity delays and price feed errors sometimes create a situation where the prices displayed on Trading Platform do not actually reflect the market rates, as a result of connectivity delays, upon the occurrence of a market event or an abnormal trading conditions. Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices, or taking advantage of these internet delays are not permissible on the Trading Platform. If the Company reasonably suspects that the Client, based on his/her trading strategy or other behaviour, deliberately and/or systematically exploited or attempted to exploit such errors in prices and/or off-market prices, the Company is entitled to take one or more of the following counter measures:

- (a) restrict or bar access to the Trading Platform;
- (b) Terminate this Agreement immediately;
- (c) close the Client Account immediately;
- (d) take legal action for any losses suffered by the Company.

3 Safety of Access Data

- 3.1 Client is entitled to Access Data, so as to place Orders from his/her Client Account and perform various non-trading operations. The Client agrees to keep secret and not to disclose any Access Data to any person.
- 3.2 The Client may change his/her Access Data on his/her Personal Area with the exception of username, email address, phone number, phone password.
- 3.3 The Client should not write down his/her Access Data. If the Client receives a written notification of his/her Access Codes, he/she must destroy the notification immediately.
- 3.4 The Client agrees to notify the Company immediately if he/she knows or suspects that his/her Access Data has or may have been disclosed to any unauthorised person. The Company will then take steps to prevent any further use of such Access Data and will issue the with replacement Access Data. The Client will be unable to place any Orders or perform any non-trading operations until he/she receives the replacement Access Data.
- 3.5 The Client agrees that he/she will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his/her Access Data.
- 3.6 The Client acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.
- 3.7 It is agreed and understood that all Orders made via the Trading Platform and non-trading operations on the Personal Area are deemed to have been made by the Client and are binding on the Client.

4 Intellectual Property

- 4.1 This Agreement does not convey an interest in or to the Trading Platform but only a right to use it according to the terms of this Agreement.
- 4.2 Nothing in this Agreement constitutes a waiver of the Company's or any other third party's intellectual property rights.
- 4.3 The Client is permitted to store, display, analyse, modify, reformat and print the information made available to him/her through the Website or the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent. The Client must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information.
- 4.4 The Client will not reproduce, duplicate, copy, modify, repair, develop or re-sell any part of the Trading Platform.

PART D: TRADING TERMS

1 Execution

- 1.1 The trading procedures of the Company (including but not limited to the types of Orders and way of execution) are detailed in the document "General Business Terms" found on the Company's Website.
- 1.2 It is understood that in relation to individual transactions, the Company has the right to either be executing Orders as a counterparty in the particular transaction in which case the Company will be the execution venue or it will be transmitting the Orders for execution to a third party (known as Straight Through Processing, STP), in which case the Company will not be acting as a counterparty in the transaction and the execution venue will be the third party.
- 1.3 Orders are placed with the Company with the use of Access Data on the Trading Platform, through the Client's compatible personal computer connected to the internet. The Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.
- 1.4 The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. It is agreed that if the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. It is the Client's responsibility to be aware of his/her positions at all times.

2 Decline of Client's Orders, Requests and Instructions

- 2.1 Without prejudice to any other provisions herein, the Company is entitled to decline or refuse to transmit or arrange for the execution of any Order of the Client in CFDs, for any good reason including in any of the following cases as applicable to CFDs:
 - (a) if the Order precedes the first Quote in the Trading Platform on the Market Opening;
 - (b) under Abnormal Market Conditions;
 - (c) if the Client has recently made an unreasonable number of Requests in comparison to the number of Transactions;
 - (d) if the Client's Free Margin is less than the Initial Margin or the Necessary Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular Order;
 - (e) it is impossible to proceed with an Order regarding the size or price or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that Order or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market or it is impossible for the Order to be executed due to condition of the relevant underlying market;

- (f) where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- (g) in consequence of request of regulatory or supervisory authorities of Saint Vincent and Grenadines or a court order;
- (h) where the legality or genuineness of the Order is under doubt;
- (i) there is absence of essential detail of the Order or the Order is not clear or has more than one interpretation;
- (j) the Transaction Size is less than the minimum Transaction Size for the particular CFD as indicated in the Contract Specifications;
- (k) a Quote is not obtained from the Company or the Quote obtained by the Company is an Indicative quote or the quote is manifestly erroneous or quote is an Error quote (Spike);
- (l) internet connection or communications are disrupted;
- (m) a Force Majeure Event has occurred;
- (n) in a suspected or actual Event of Default of the Client;
- (o) the Company has sent a notice of Termination of the Agreement to the Client;
- (p) the Client has failed to meet a Margin Call of the Company;
- (q) the Client Account is temporarily blocked or is rendered dormant or is closed.

3 Margin Requirements

- 3.1 The Client must deposit and maintain the Initial Margin and/or Hedged Margin in the amount established by the Company at the time the position is opened.
- 3.2 It is the Client's responsibility to ensure that he understands how a Margin is calculated.
- 3.3 The Company has the right to change Margin requirements without prior notice to the Client. The Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.
- 3.4 Lower Margin requirements for a specific financial instrument apply to all positions opened for this financial instrument.
- 3.5 The Company has the right to increase the size of Margin requirements, before the close of market, before weekends and holidays.
- 3.6 Increasing the amount of hedging will result in a reduction of Margin requirements for new locking orders.
- 3.7 Reducing the amount of hedging is treated as opening a new position and will result in a proportional (based on the amount) change in Margin requirements on previously opened positions for the corresponding financial instrument.
- 3.8 The Margin requirements applicable to the different instruments can be found on the Website at http://primemarkets.com/trading_conditions_currencies.php. If at any time the Equity falls below a certain percentage of the Necessary Margin, specified on the Website, the Company has the right to

close any or all of the Client's Open Positions without the Client's consent or any prior Written Notice to him/her.

- 3.9 If a Margin Call notification is sent to the Client Terminal, the Client will not be able to open any new positions, except hedging position to reduce margin. If the Client fails to meet the Margin Call, his/her Open Positions may be closed starting from the most unprofitable.
- 3.10 The Client has the responsibility to notify the Company as soon as he/she believes that he will be unable to meet a Margin Call payment when due.
- 3.11 Margin must be paid in monetary funds in the Currency of the Client Account.
- 3.12 The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

4 Trailing Stop, Expert Advisor and Stop Loss Orders

- 4.1 The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his/her trading terminal and the Company bears no responsibility whatsoever.
- 4.2 The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

5 Trade Confirmations and Reporting

- 5.1 The Company will provide the Client with an online access to his/her Client Account via the Trading Platform, which will provide him/her with sufficient information including information on Order(s) status, Client Account status, Balance in the Client Account and Trade Confirmations in respect of each executed Order.
- 5.2 Trade Confirmations will be available on the Trading Platform prior to the close of the back office on the Business Day following the day on which the order is executed.
- 5.3 If the Client has a reason to believe that the Confirmation is inconsistent or if the Client does not receive any Confirmation (though the Transaction was made), the Client shall contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the Day of receipt of the said Trade Confirmation.

PART E: CFD TRADING TERMS

1 CFD Order Execution

- 1.1 Orders can be placed, executed and (if allowed) changed or removed within the Trading Hours for each CFD appearing on the Company's Website, as amended from the Company from time to time and if they are not executed they shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the Open spot Position. Any Open forward Positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.
- 1.2 The Company shall not be obliged to arrange for the execution of the Client's Orders in respect of any CFD out of normal Trading Hours which appear on the Company's Website.
- 1.3 Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending Orders if the Client Account Equity reaches zero.
- 1.4 Orders cannot be changed or removed if a trade confirmation is sent or they are executed or being executed or the market is closed. The Client has no right to change or remove Sell Limit and Take Profit if the price has reached the level of the Order Execution.
- 1.5 The Client may change the expiration date of pending Orders.

2 Quotes

- 2.1 The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.
- 2.2 It is understood that Quotes on the Client Terminal are indicative Quotes and Slippage may occur.
- 2.3 In the event that the Company is unable to proceed with an Order with regard to price or size or other reason, the Company will send a re-quote to the Client with the price it is willing to deal.
- 2.4 The Company will delete Error Quotes (Spikes) from the Server's Quotes Base.

3 Leverage

- 3.1 The Company has the right to change the Client Account leverage (higher or lower) without prior notice according to the conditions described on the Website.
- 3.2 An automatic change in Leverage pursuant to the rules established by the Company, as well as a change in Leverage made by the Client through his/her Personal Area will result in a recalculation of the Margin requirements for all of the Client's positions.
- 3.3 The Company has the right:

- (a) to set the leverage on the Client's trading account at no more than 1:200 5 (five) hours before market closing before weekends and holidays, if the trading account's current leverage exceeds 1:200. This change will affect open transactions as well as the transactions to be opened within the aforementioned time period of 5 (five) hours.
- (b) To limit the size of the offered leverage and/or to increase the size of Margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.

3.4 The information about leverage changing is in the Personal Area. If the information on the Website contradicts to information in the personal area, the priority is information in the personal area.

4 Financing Charges

4.1 Some CFDs available with the Company may have a daily financing charge. Financing Charges for different types of CFDs appear in the Contract Specifications.

5 Swaps and Swap Free Accounts

5.1 Swaps are calculated according to the information found on the Company's Website.

5.2 The Swap operation is carried out daily at 10:00 pm according to the time of the Client Terminal, except on Saturday and Sunday. At 10:00 pm on Wednesday, the triple cost of the Swap operation is added to/charged off the Client Account. Swap operation is not performed on Swap Free Accounts.

5.3 The Company offers Swap Free Client Accounts for CFD trading. The Company in its discretion may change the Underlying Assets available for Swap free Client Accounts.

5.4 During the Account Opening process, Clients from Islamic Countries will be considered as eligible for a Swap Free Account. This is determined according to passport information and/or the phone number of the Client on the Account Opening Application Form.

5.5 If the Client has a Swap free Client Account, no Swaps or roll over charges will be applied to trading positions overnight. Any charges applicable to Swap Free Client Accounts appear in the Contract Specifications or on the Company's Website.

5.6 All the provisions herein in this entire Agreement apply to Swap Free Client Accounts save any mentions to Swaps.

5.7 The Client who has a Swap free Client Account may not hold his/her floating positions for a long time period and hence gain profits. In such an event, the Client must close the floating positions and Swaps will be applied retroactively.

6 Lots

6.1 The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.