FXPRIMUS CLIENT AGREEMENT

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Authorised & Regulated by CySEC, license no. 261/14 and
registration number HE 337614VAT no. 10337614L
FXPRIMUS.eu

1. INTRODUCTION

1.1 Primus Global Ltd (the "FXPRIMUS" or "Company") is a Cyprus Investment Firm (the "CIF") incorporated in the Republic of Cyprus under the Department of the Registrar of Companies and Official Receiver, holding a Certificate of Incorporation with Number HE 337614.

1.2 FXPRIMUS is authorised and regulated by the Cyprus Securities and Exchange Commission (the "CySEC") (www.cysec.gov.cy), with License Number 261/14 and the operations of the Company are governed by the Investment Services and Activities and Regulated Markets Law 87(I)2017, which transposes the Directive 2014/65/ EU on Markets in Financial Instruments ("MiFID II").

1.3 The Company is trading under the FXPRIMUS tradename and through the domain names www. fxprimus.eu

2. ACKNOWLEDGEMENTS

2.1 The Company shall not be contractually committed with any legal or/and natural person wishing to become Client of the Company until such time that the Company has confirmed to such person that it has opened an Account on his behalf and the Client has successfully initially funded such an Account.

2.2 These Business Terms (the "Agreement"), as amended from time to time and as they are published in the website of the Company, override any previous, current or future representation, expressed or implied, made or to be made by FXPRIMUS and/or any of its representatives, and shall be the only legally enforceable mean that defines the relationship between the Client and the Company.

2.3 Upon accepting this Client Agreement, the Client acknowledges the contents of this Agreement together with all the documents listed in Section 3 titled 'Client Acknowledgement of Legal Documents and Consumer Rights. Based on these contents he has willingly entered into a legally binding agreement with the Company. For all the information about the Company and its activities, including any other documentation referenced in this agreement, the Client should always refer to the legal documentation posted on the website of the Company.

2.4 The Client accepts and understands that it is the Client's full responsibility to monitor for updates of the applicable Agreement in force as published in the website of the Company from time to time. Any viewer or user of the Company's website, whether Client or not, accepts and understands that the continued viewing or use, of the website of the Company, or of any form of access through this website of information shown or of a service offered by the Company, constitutes knowledge and acceptance of the Agreement and all its contents.

2.5 The Client accepts and understands that the official language of the Company is the English language.

3. CLIENT ACKNOWLEDGEMENT OF LEGAL DOCUMENTS AND CONSUMER RIGHTS

3.1 Pre-Contractual Disclosure

The Company confirms that, in accordance with Part 7 of Law 112(I)/2021 (Consumer Protection Law), it has provided the Client with all relevant pre-contractual information in a clear, comprehensible, and accessible format, including:

- Key characteristics of the offered services
- Total costs and associated charges
- Risks involved
- Client categorisation implications
- The Client's right to withdraw from the Agreement

3.2 List of Documents Provided and Accepted

The Client acknowledges receipt, access, and acceptance of the following documents, which form an integral part of this Agreement:

Document Title	Provided at Onboarding	Available on Website	Accepted
Client Agreement	✅	✅	✅
Privacy Policy	✅	✅	✅
Conflicts of Interest Policy	✅	✅	✅
Risk Disclosure Statement	✅	✅	✅
Costs and Charges Document	✅	✅	✅
Client Categorisation Policy	✅	✅	✅
Order Execution Policy	✅	✅	✅
Anti-Money Laundering and Terrorist Financing Policy	✅	✅	✅
Complaint Handling Policy	✅	✅	✅
Investor Compensation Fund Description	✅	✅	✅
Cookies Policy	✅	✅	✅
Leverage Policy	✅	✅	✅
Withdrawal and Deposit Policy	✅	✅	✅
Market Abuse Policy	✅	✅	✅
Marketing Policy	✅	✅	✅

3.3 Right of Withdrawal

In accordance with Law 112(I)/2021 and the Distance Marketing of Consumer Financial Services Law N242(I)/2004, the Client has the right to withdraw from this Agreement without penalty and without providing any reason, by giving written notice within fourteen (14) calendar days from:
The date of conclusion of this Agreement, or
The date of receipt of all contractual and pre-contractual documentation, whichever is later.
Notice of withdrawal must be submitted by email to: support@fxprimus.eu.

3.4 Confirmation

By accepting this Agreement, the Client confirms that:

- All required documentation has been provided and understood
- All information was disclosed clearly and understandably
- The Client is aware of and agrees to the rights and protections under Law 112(I)/2021

4. DEFINITIONS OF TERMS

4.1 The following terms shall have the following meanings:

"Account" shall mean the trading account opened by the Client with the Company.

"Agreement" between the Client and the Company, shall mean the Business Terms and any additional documents expressed to be part of the Business Terms accepted by the Client.

"Authorised Person" shall mean a person authorised by the Client to give instructions for execution on the Client's Account to the Company.

"Base Currency" shall mean the main currency of the Client's Account. "Business Day" shall mean any banking day in the Republic of Cyprus.

"CFD" shall mean a Financial Contract for Difference on spot Forex, stocks, equity indexes, precious metals, virtual currency or any other commodities available for trading.

"Client" shall mean any natural or legal person to whom the Company provides investment and/or ancillary services.

"Client Bank Account" shall mean any segregated bank account maintained by the Company for the only purpose of concentrating and holding the Client's Money. Clients' deposits and withdrawals should be only directed to/be processed from the Client Bank Account.

"Client Money" shall mean money that is paid into FXPRIMUS pursuant to Section 18(2)(j) of Law 144(I)/2007 and is held in a fiduciary capacity on behalf of the Client. It is calculated as money deposited by the Client in her Account, plus or minus any unrealised or realised profit or loss, plus or minus any amount that is payable by the Company to the Client and vice versa.

"Contract" shall mean a trade, purchase or sale of currencies or Financial Instruments in the market. **"Dormant"** shall mean a trader's Account which had no Client-initiated activity for the past 180 days.

"Equity" shall mean the value of Financial Instruments in the trading Account plus the unrealized profits or minus the unrealized losses.

"Financial Instrument" shall mean any derivative contract dealing in an underlying asset, including Foreign Exchange and Contract for Difference.

"FX" or "Forex" shall mean Foreign Exchange, sale and purchase of currencies against each other.

"Inactive Account" shall mean a trader's Account which had Client-Initiated activity and subsequently it remained inactive for a period of 90 days.

"Introducing Broker" shall mean any financial institution or advisor or legal or natural person obtaining remuneration from the Company and/or Clients for introducing Clients/interested parties to the Company.

"Leverage" shall mean the ratio in respect of Transaction size and initial Margin. 1:30 ratio means that in order to open a position, the initial Margin is thirty (30) times less than the Transactions size.

"Margin" shall mean the necessary guaranteed funds required to open a position. This is calculated as follows:

Forex

Required Margin (in USD) = Contract Size x Leverage, where leverage 1:x is represented as 1/x

Example: 1 lot EURUSD at leverage 1:200, required margin is: 100 000 x 1/200= 500 USD

Non-Forex

Required Margin (in USD) = Contract size x market price x margin, where margin can be different for each instrument and can be found on the instrument's pages.

Example: 1 lot XAUUSD, market price is 1230, margin is 0.4%, the required margin=100 x 1230 x 0.4/100= 492 USD

The result is denominated in United States Dollars.

"Margin Call" shall mean the forced closing, at current prices, by the Company of Client's open positions when Equity falls below the minimum required Margin.

"MiFID II" shall mean the Markets in Financial Instruments Directive (EU Directive 2014/65/EU) of 15 May 2014.

"Net Open Position" or "NOP" shall mean the difference between the total open volume of longs and total open volume of shorts of an instrument on a single trading account.

"Power of Attorney" shall mean the power to authorise a third party to act on behalf of the Client in all the business relationships with the Company.

"Spread" shall mean the difference between the bid and the ask price of a Financial Instrument at the same moment.

"Stop Out" shall mean the situation when the Company execute the right to close all Client's open positions at current market price or the last available price and your equity divided by balance falls below the stop out level specified for your account type.

"Trading Platform" shall mean any information software and hardware complex used by the Company for the purpose of providing services to the Client in accordance with this Agreement.

"Trading Terminal" shall mean the Client part of the Trading Platform, enabling the Client to communicate with the Company and/or Transmit orders to the Company.

"Transaction" shall mean any type of transaction performed in the Client's Account including but not limited to purchase and sale transactions involving Financial Instruments, deposits and withdrawals.

5. PROVISION OF SERVICES

5.1 FXPRIMUS is authorised by CySEC to provide the investment services of Execution of Orders on Behalf of Clients and Dealing on own Account.

5.2 For the provision of this investment service, the Company is authorised to provide the ancillary services of (i) safekeeping and administration of financial instruments, including custodianship and related services, (ii) granting credits or loans to one or more financial instruments, where the Company granting the credit or loan is involved in the transaction, (iii) foreign exchange services where these are connected to the provision of investment services and (iv) investment research and financial analysis or other forms.

5.3 The provision of the above investment and ancillary services is in connection with (i) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash, (ii) Financial Contracts for Differences and (iii) Transferable Securities.

5.4 Trading in Financial Instruments is regulated by the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017) as subsequently amended as well as CySEC's relevant directives. Specifically for the case of CFDs with underlying asset a virtual currency, it is stated that it falls outside the scope of the Company's regulated activities and is not covered by MiFID. No national or European regulatory framework exists governing the trading in CFDs in relation to virtual currencies.

5.5 You acknowledge that our services do not include the provision of Investment Advice. Any discussions that might be carried on between the Client and FXPRIMUS' employees or any information provided by the Company will not give rise to any advisory relationship, nor do they constitute Company's recommendations to Clients.

5.6 Furthermore, any investment information or materials displayed on the website of the Company does not constitute investment advice and has no regard to specific investment objectives, financial situations or particular needs of the Client. The Client acknowledges that this information is provided to assist him in his investment decision and the Company does not bear any responsibility for the Transactions carried out by the Client.

5.7 The Client is solely responsible for any investment strategy, Transaction or investment he enters into.

5.8 FXPRIMUS is obliged under applicable regulations to obtain information about your knowledge and experience in the investment field so that we can assess whether the service or product envisaged is appropriate for you. We shall assume that information about your knowledge and experience is accurate and shall bear no responsibility if such information is inaccurate or there were changes without informing us and as a result, we will not be able to follow our regulatory requirements of examining the appropriateness of our products for you. If you fail to provide sufficient information in this regard (or fail to provide any information), we will not be able to assess whether you have the necessary knowledge and experience to understand the risks involved. If you still wish us to proceed on your behalf, we may do so, but we shall not be able to determine whether trading in CFDs is appropriate for you. Consequently, we strongly advise you to provide us with any requested information which we believe to be necessary for

the purpose of enabling us to assess the appropriateness of our products for you.

5.9 The Company may offer the Client a free or paid subscription for receiving trading signals and/or copy trading services from various vendors, in which case the Client's contact details shall be automatically forwarded to these vendors unless otherwise instructed by the Client. Vendors shall only be forwarded the Client's telephone number for receiving trading alerts by phone and/or automatic signals or copy trades on the trading platform shall be enabled, therefore any signals received cannot constitute personal recommendations. Signals issued by the vendors shall be deemed to be market research only; not taking into account the suitability for each individual Client. By accepting to receive the vendors' services, the Client agrees and consents to the terms and conditions of the vendor as can be found on their respective website. It is understood and accepted that the Company shall bear absolutely no responsibility regardless of the circumstances for any such vendors' failings thereof and/or any losses that took place or might take place in the future as a result of using the mentioned services. By continuing to receive the services of these vendors you continue to agree to their terms and conditions. In case a Client wants to opt-out of these services the Company has to be informed in writing.

5.10 The Client must understand that the material of the above-mentioned trading signals such as, but not limited to, SMS, email, messaging applications etc. does not contain a record of our trading prices, or an offer of, or solicitation for, a transaction in any financial instruments. The Company accepts no responsibility for any use that may be made of these comments and for any consequences resulting in it. No representation or warranty is given as to the accuracy or completeness of this information. Consequently, any person acting on it does so entirely at their own risk. The analysis does not involve any specific investment objectives, financial situation and needs of any specific person who may receive it. Trading signals have not been prepared in accordance with legal requirements designed to promote the independence of research, and as such they are considered to be marketing communication. Although we are not specifically constrained from dealing ahead of the publication of our research, we do not seek to take advantage of it before we provide it to our clients. We aim to establish, maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest from constituting or giving rise to a material risk of damage to the interests of our clients. We operate a policy of independence, which requires our employees to act in our clients' best interests and to disregard any conflicts of interest in providing our services.

5.11 FXPRIMUS may, from time to time in its absolute discretion, withdraw the whole or any part of any of its services on a temporary or permanent basis.

6. LEVERAGE

6.1 Leverage obtainable in CFDs trading 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 in the markets can result to a proportionately larger movement in the value of your investment and this can work against you as well as for you. CFD Transactions have an inherent risk and you should be aware of what the implications of this are.

6.2 Leverage restrictions may apply on certain products or jurisdictions as it is imposed by the relevant industry practices or regulatory requirements accordingly. In addition, it should be noted that the Company will continuously monitor the Leverage applied to Clients' positions and reserves the right to amend the Account's Leverage depending on the Clients' trade volume and trading patterns.

6.3 The Client thus accepts, acknowledges and understands that the automatic reduction of Leverage in her Account could result in the Account Equity falling below the updated Margin requirements, which could result in a Margin Call or Stop Out. The Client is therefore strongly advised to maintain appropriate

amount of Margin in his Account(s) at all times in the event of an automatic reduction of the Account's Leverage.

6.4 The Company may also add to or change its Leverage Limitations at any time without prior notice to be given to Clients.

7. MARGIN TRADING

7.1 CFDs are margin products and the transactions related to them will be done on Margin. This means that the Client must supply a specified initial Margin, on agreement, of the overall Contract value.

7.2 If the Account Equity falls below the Margin requirement, that is equivalent to 50%, the Trading Platform will trigger an order to close starting with positions with bigger losses until the margin level reaches the 50% of the higher. When positions have been over-leveraged or trading losses are incurred to the point that insufficient Equity exists to maintain the current open positions, a Margin Call will result, and open positions will need to be liquidated.

7.3 The Margin Call process is entirely electronic and there is no discretion applied from the Company as to the order in which open trades will be closed.

7.4 It is strongly advised that Clients maintain the appropriate amount of Margin in their Accounts at all times. Margin requirements may vary based on Account size, simultaneous open positions, trading style, market conditions and the discretion of the Company.

7.5 The Client thus accepts, acknowledges and understands that:

- The Company does not check whether the Transactions of this nature are appropriate to his financial situation;
- Before deciding to trade on Margin he should carefully consider his investment objectives, level of experience and risk appetite;
- The Company sets freely the amount of Margin, the assets that may be used as collateral and the extent of any collateral such assets may provide;
- All the Client's assets are therefore blocked and pledged in this connection;
- The Company may also change its rates of initial Margin and/or notional trading requirements at any time without prior notice, which may result in a change to the Margin the Client is required to maintain;
- Taking into consideration the low Margin normally demanded for these Transactions, price variations in the underlying asset may result in major losses, which could significantly exceed the investment and Margin deposit committed by the Client;
- The Client may be required to provide a Margin at very short notice to avoid the risk of having his positions closed and realizing a total loss;
- If the Client fails to comply with a request for additional funds within the time prescribed, the position(s) may be liquidated at a loss and the Client will be liable for any resulting deficit;
- In certain cases, price changes may be so drastic that the Client's positions may be closed without any period allowed for him to restore his Margin;
- The Company provides the Client with online access to enable the Client to monitor his Margin requirement at all times;
- FXPRIMUS is not responsible to notify the Client when there is a Margin Call on his Account;

- The Margin Calls are made by the Company directly through the online Trading Platform only and the Client has the possibility to see on his Account the existing assets and Margins.
- During the time period from 23:50 to 01:00 server time increased spreads and decreased liquidity can take place due to daily bank rollover. The above time may differ for certain instruments. In case of inadequate liquidity/spreads during bank rollover, widened spreads and excessive slippage may occur. Also fully hedged accounts might also experience stop-outs due to increase in spreads which leads equity to go below zero, and hence trigger a stop out.
- Trading will cease between 23:58 and 00:05 server time, in order to avoid huge spikes in spreads and/or stop out.

8. RISK WARNING

8.1 The Client unreservedly accepts, acknowledges and understands that CFDs trading:

- is highly speculative;
- carry a high level of financial risk, as they are subject to excessive price fluctuations which may cause substantial losses;
- in the case of CFDs with underlying asset a virtual currency, there might be sudden changes in prices of certain instruments. This can happen during economic events or market announcements or geopolitical events, news, or even due to adverse media or fake news. Gaps can occur when markets open or close or even during normal trading hours. If the market is closed when these factors occur, the opening price of the underlying asset can be substantially different from the closing price, giving you no opportunity to close your trade in-between. Pricing gaps can result in losses. Therefore, CFDs on virtual currencies may be subject to large price fluctuations and in some instances, due to the early stages of their lifecycle, they may lose entire value.
- the losses may include all of the Client's investment and also any additional commissions and other expenses;
- is only suitable for persons who are able to cope with the associated risks by bearing the financial losses;
- the Company does not guarantee the capital of the Client's Account or its value at any time or any money invested in any Financial Instrument;

8.2 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). The Client accepts that FXPRIMUS is the only execution venue, which is a non-regulated market.

8.3 Since virtual currencies are trading on various exchanges worldwide (non-centralized), and since we derive our pricing from certain exchanges, our pricing might be significantly different than prices from other exchanges. You should understand the above, and maintain your account balance accordingly, knowing that our prices can be different from prices observed elsewhere.

8.4 FXPRIMUS shall not be responsible for any loss arising from any investment based on any recommendation, forecast or other information provided. Any opinions, news, research, analyses, prices, or other information contained on this Website are provided as general market commentary, and do not constitute investment advice. The Company will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

8.5 The contents of any report provided should not be construed as an expressed or implied promise, as a guarantee or implication that Clients will profit from the strategies herein, or as a guarantee that losses in connection therewith can, or will be limited.

8.6 Risk Warning Confirmation Calls

The Client acknowledges and agrees that the Company may contact the Client by telephone or other electronic communication means for the purpose of confirming the Client's understanding and acknowledgement of the risks associated with trading in Financial Instruments, including CFDs.

The Client further acknowledges and consents that any such communications and/or telephone conversations will be recorded by the Company in accordance with applicable laws and regulations. Such recordings shall constitute evidence of the communications between the Company and the Client and may be used by the Company for compliance, monitoring, training, quality assurance, and dispute resolution purposes.

9. CLIENT'S ACCOUNT

9.1 The Client shall open an Account with the Company to be able to trade in CFDs offered by the Company.

9.2 The Client does not intend to use her Account for payment of transactions to third parties.

9.3 The Client understands that no physical delivery of a CFD's underlying asset that he has traded through his Account shall occur. All CFD contracts can only be settled in cash. The prices of these instruments are derived from the underlying assets or currency pairs related to these CFDs, but in no way you are acquiring any right for delivery of the underlying asset/currency. Moreover, engaging in trading CFDs with underlying asset a virtual currency pair, and due to high volatile nature of these pairs, you might be exposed to higher risks than trading the assets themselves or trading other CFDs with other underlying assets.

9.4 In order to open an Account, a Client needs to fill out the FXPRIMUS online application form, which can be found in the Company's website. At the end of this form, the following documents must be uploaded:

- Identification document (Passport or ID card). For an identification document to be considered valid needs to CLEARLY INDICATE photograph, signature, personal details, issue and expiry date place and date of issue, and serial number; and
- Proof of address (utility bill, current local authority tax bill, etc). For a proof of address to be considered valid, it needs to be dated within the last 6 months.
- No deposits shall be accepted unless the payment originates from a bank account or credit instrument held in the same name as the Client. Third-party payments will be rejected and returned.
- The verification of the identity of the customer and/or beneficial owner must be completed within a maximum of fifteen (15) calendar days from the date of registration. If the verification process is not concluded within this timeframe, the Company shall reject the account opening application and immediately initiate a refund of all deposited funds to the originating bank account.
- The Client acknowledges and expressly consents to the Company's policy for

onboarding under Section 62(2) of the AML Law, which allows temporary account access during the 15-day verification period. The Client accepts the automatic closure of the business relationship and the refund procedure if verification is not completed on time.

If the Client is unable to upload these documents, the documents can be sent via email following the submission of the online application form. In the event that the Client cannot send the necessary documents by email, the Company will accept them by fax or post, however, email still remains the preferred method.

USD/EUR/GBP/ SGD or 30.000 PLN while the Account is still pending. The Client has 21 calendar days to provide the required documents (referred in paragraph 8.4). In the event that the above documentation is not provided in the said period the funds will be send back to the source of funding. The Client will not be able to enter into any transaction of trading nature and his MT4 will be placed in a read-only mode until his KYC documentation is provided to the Company and his trading account is approved.

9.5 FXPRIMUS offers its Clients "negative balance protection". This means that traders cannot lose more than the overall size of their investment. In this respect, FXPRIMUS will bear the costs associated with settling the negative Account balances to NIL. However, it should be noted that the Company reserves the right to unilaterally lift this protection and recover the negative balance from the future deposits of Clients who are repeatedly employing high risk trading strategies i.e. overleveraging, with a result their account to close negative in more than one time.

9.6 If the Client has opened more than one Account, the Company shall be authorised to consider and treat these different Accounts as a single unit. Among other rights that the Company has in the way of handling these Accounts, is the transferring of funds between Accounts to cover possible negative balances, of any of these Accounts, without this affecting in any way the right of the Company to terminate the Account or close all Client's open positions.

9.7 Any funds received in a currency for which the Client does not hold a sub-Account shall be converted by the Company into the Client's Account Base Currency. The conversion will be made at the exchange rate prevailing on the day and at the time when the relevant funds are at the disposal of the back-office department of the Company. Upon request, the Client may open a sub-Account in any other of the Base Currencies offered by the Company.

9.8 The Company permits each Client to open up to five (5) Accounts, to accommodate the Client's needs for the below possible scenarios:

- segregate different trading strategies;
- use/benefit from different Account types offered by the Company; and
- maintain Accounts in different Base Currencies.

9.9 Should a Client wish to have more than five (5) Accounts with the Company, it is at the Company's discretion to allow for this, provided a valid and clear reason as to why more Accounts are needed is provided by the Client.

10. MULTIPLE ACCOUNT HOLDERS

10.1 If an Account is jointly held by more than one person, each person individually shall have the authority: (i) to trade for the Account in accordance with the Client Agreement; (ii) to receive all correspondence and documents in respect of the Account; (iii) to receive or withdraw money from the Account; (iv) to execute agreements relating to the Account; and (v) to deal with the Company on an individual basis with respect to all aspects pertaining to the Account. Without prejudice to any other provision of this Agreement, we shall be entitled (but under no circumstances be obliged), however, at our sole discretion, to require joint action by all Account holders in certain Account matters, without being obliged to provide any explanation or justification.

10.2 Furthermore, in those circumstances: (i) the liabilities of each person shall be joint and several; (ii) we may act upon instructions received from any of the persons who is, or appears to the Company to be an Account Holder, without further inquiry with regard to all transactions in any way related to the Account, including without limitation, the placement of Orders and entering into of Transactions and/or Contracts via our Trading Platform, and the disposition of any or all of the assets on the Account; we shall have no responsibility or obligation for further inquiry into such apparent authority, and shall bear no liability for the consequences of any acts or omissions made in reliance upon any such instructions; (iii) any notice and other message presented by us to any one persons who are or appear to the Company to be participating to the Account shall be deemed to have been presented to all the participants; and (iv) if any of the Account Holders defaults it shall be deemed to have occurred in respect of all the Account Holders.

10.3 In the event of the death of an Account Holder, the surviving Account Holder(s) shall immediately give us written notice thereof, and provide us with proof of a death certificate and we may, before or after receiving such notice, at our sole discretion, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion and/or restrict transactions in the Account as we may deem advisable and/or desirable, to protect us against any tax, liability, penalty or loss, under any present or future laws or otherwise.

10.4 In the event of the death of an Account Holder, the estate of the deceased Account holder and the surviving Account Holders(s) shall continue to be liable, jointly and severally, to us for any obligations incurred prior to our receipt off written notice of the death of the Account Holder, and/or for any costs incurred by the Company, including any reasonable attorney fees, in the liquidation of the Account or adjustment of the interests of the Account Holders.

11. CLIENT CATEGORIZATION

11.1 MiFID recognizes that Clients may have different levels of knowledge, skill and expertise, and the regulatory requirements request that their level of protection applied by the Company should reflect this. MiFID introduces two main categories of Clients been (i) retail; and (ii) professional. Also, MiFID provides for a separate and distinct category of a limited range of businesses which can be classified as eligible counterparties.

11.2 Different levels of regulatory protection are attached to each category. The less experienced, knowledgeable and sophisticated Clients will be classified as retail and will be afforded with a higher level of protection than that afforded to Clients in the professional or eligible counterparty categories. Clients are automatically categorized as retail clients, with reference to the applicable legislation, at the time of onboarding, unless otherwise communicated to the client by the Company. Clients have the right to request treatment as elective professional in which case, if approved or permitted by the Company, these clients will be treated as professional, and not as retail in any regard whatsoever. All those terms and conditions contained herein and which are applicable, on the basis of client categorization, only to clients categorized as retail do not apply to professional clients (incl. elective professional).

11.3 The Client is bound by the Client Categorisation Policy document available on the website of the Company.

12. CLIENT'S CONSENTS

12.1 The Client confirms that is familiar with the way financial markets work and with the Transactions he wishes to undertake. Any decision to buy or sell should be taken by the Client alone and should be based on his own assessment of his financial situation and his investment objectives.

12.2 The Client is responsible to familiarize himself with the Trading Platform, its features and the orders that are capable of being carried out. The Client will himself monitor his position on his Account and he is solely responsible for the current specifications in force relevant to his Account, including but not limited to leverage, margin, base currency, etc.

12.3 In the case of CFDs with underlying assets virtual currencies, due to leverage and volatility, your postitions and account status can change rapidly. It is your responsibility that at all times you monitor your account, margin level and profit/loss, and act as needed to protect your equity.

13. INTEREST

13.1 The funds credited to the Client's Account with the Company shall not bear interest.

13.2 By accepting this Agreement, the Client gives his expressed consent and waives any of his rights to receive any interest that might be earned on his funds held on the segregated bank accounts of the Company.

14. FEES, COSTS AND CHARGES

14.1 The Client undertakes to pay the Company the commissions and fees stated on the website of the Company under the Trading Conditions. The commissions and fees might be different for the Client introduced by an Introducing Broker. For details on costs and charges, please refer to the Cost and Charges section on our website: https://fxprimus.eu/live-quotes.

14.2 The Company is entitled to debit the Client's Account with any value added tax, or any other tax, contribution or charge which may be payable as a result of any Transaction which concerns the Client. These charges include, but are not limited to, settlement and exchange fees, regulatory levies or legal fees.

14.3 The Company is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on him by his jurisdiction on profits and/or for trading in Financial Instruments.

14.4 The Company is also entitled to debit the Client's Account for extraordinary expenses resulting from the Agreement between the Client and the Company. Examples of extraordinary expenses, include but is not limited to Transaction confirmations, Account statements in hardcopy in situations where the information provided electronically is not sufficient, courier and postal charges, dispatch of reminders in the case of

non-execution by the Client, charges in relation to requests from the authorities. These charges might be in the form of fixed amounts or in the form of hourly rates or a combination of both.

14.5 Fees might also be applicable for the withdrawals and the online card payment as stipulated on the respective pages of the Company's website or anywhere else in this Agreement.

14.6 The Company may change its commissions, spreads and financing fees from time to time without providing prior notice to the Client. In addition, in cases that we suspect that our deposit and withdrawal fees policy is abused (in a way in which the funding of the account is not intended for trading purposes or the client is trading below the trading norm which is periodically determined by the Company) by Clients, we have the right at our discretion, to claim retrospectively any fees not passed to the Client as of the time.

15. DORMANT, INACTIVE AND ARCHIVING POLICY

15.1 The Company will be charging a quarterly dormancy Account administrative fee for all the Dormant Accounts listed in its systems. This fee will be effective at the end of the month in which a specific Account qualifies as Dormant. The fee will be equal to the lesser of USD30 (or the equivalent of USD30 for Accounts denominated in currencies other than the USD) and the remaining balance in the Clients' Account.

15.2 Accounts that remain Dormant for a period of more than six months might be closed down and their balance will be concentrated on a separate temporary control account. The Company reserves the right to unilaterally amend at its discretion the dormancy Account administrative fee for closed Accounts. To reactivate such Accounts, please contact our Back-Office directly at support@fxprimus.eu.

15.3 Dormant Accounts with zero balance will be archived after a period of 90 days.

15.4 The Company will be charging an initial fee of USD 30 (see table below for other currencies) at the end of a 3 month period, in which a specific Account qualifies as Inactive. On every subsequent month that the account remains inactive, there will be a fee of USD10 (see table below for other currencies).

Currency	Initial Fee	Subsequent Months Fee
USD	30	10
EUR	30	10
GBP	30	10
SGD	30	10
ZAR	510	170
PLN	208	36
HUF	9960	3320

15.5 All remaining bonuses and promotion credits will automatically remove from Inactive Accounts

15.6 Inactive Accounts with zero balance will be archived after a period of 180 days.

16. INTRODUCTION OF CLIENTS FROM INTRODUCING BROKER

16.1 The Client may have been recommended to the Company by an Introducing Broker.

16.2 FXPRIMUS shall not be liable for any type of agreement that may exist between the Client and the Introducing Broker or for any additional costs that might result as an outcome of this agreement.

16.3 Based on a separate agreement between the Company and the Introducing Broker, the Company may pay a fee or a retrocession to the Introducing Broker as defined in Section "Inducements (payments to/ from third parties)" of this Agreement.

16.4 The Client acknowledges the fact that the Introducing Broker is not a representative of the Company nor he is authorised to provide any guarantees or any promises with respect to the Company or its services. Any acts, claims and representations made by the Introducing Broker, do not bound in any way the Company.

17. INDUCEMENTS (PAYMENTS TO/FROM THIRD PARTIES)

17.1 The Company, further to the fees and charges paid/provided to/by the Client or other person on behalf of the Client, as stated within this Agreement, may pay and/or receive fees/commission to/from third-parties, provided that these benefits are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company's duty to act in the best interests of the Client.

17.2 The Company may pay fee/commission to Introducing Brokers, referring agents, or other third parties based on a written agreement. This fee/commission is related to the frequency/volume of Transactions performed by the referred Client through the Company and/or other parameters. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration paid by the Company to Introducing Brokers, referring agents, or other third parties.

17.3 The Company may also receive fees/commission as well as other remuneration from third parties based on a written agreement. The Company receives fees/commission from the counterparties through which it executes Transactions. This fee/commission is related to the frequency/volume of Transactions executed through the counterparty and/or other parameters. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration received by the Company from third parties.

18. CONFLICTS OF INTEREST

18.1 The Client accepts that a conflict of interest may arise when the interest of FXPRIMUS compete or interfere, or appear to compete or interfere, with the Client's interests under this Agreement. More specifically, the Client accepts that:

- The Company may act as the other side of the Clients' transaction and any losses incurred by the Client may be wholly or partially realised as profits for the Company.
- The Company may establish business, including but not limited to trading relationships, with other issuers of financial instruments and the Company may have financial interest in such instruments;
- The Company may pay commission – or any other related fee – to a third party as a result of introducing the Client.

18.2 The Company takes adequate steps to properly identify and resolve conflicts of interest.

18.3 The Conflicts of Interest Policy, available on the website of the Company, aims to ensure that the Company's Clients are treated fairly and at the highest level of integrity and that their interests are protected at all times.

FXPRIMUS

19. COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY– CLIENT'S ORDERS

19.1 All notices and communications supplied by the Company in conformity with this Agreement, including Account statements and Transaction confirmations, may, at the Company's discretion, be sent to the Client by e-mail or made available in the Client's Account on the Trading Platform. However, the account information posted on the Company's Trading Platform shall be conclusive evidence of the Client's transactions and/or contracts, open positions, margin and cash balances, and shall be conclusive and binding on the Client.

19.2 All notices/information provided by the Company or received from the Clients should be in English. Translation or information provided in languages other than English in our website is for informational purposes only and do not bind us or have any legal effect whatsoever; we have no responsibility or liability regarding the correctness of the information therein.

19.3 Such notices/communications shall be deemed to have been received by the Client and transmitted in the proper manner once, the Company has placed them on the Platform or sent them by e-mail. The Company shall not be liable for any delay, modification, re-routing or any other modification that the message might undergo after being sent by the Company.

19.4 The Company shall accept the following communication methods used by the Client to contact and transmit instructions to the Company:

- orders placed in the Trading Terminal of the Client;
- orders placed in writing and duly signed;
- orders placed by telephone; and
- orders placed by live "chat".

19.5 The Client is given the option to place with the Company the following Orders for execution:

- The Client places a "Market Order" which is an Order instantly executed against a price that the Company has provided. The Client may attach to a Market Order a Stop Loss and/or Take Profit. Stop Loss is an Order to limit Client's loss, whereas Take Profit is an Order to limit Client's profit.
- The Client places a "Pending Order", which is an Order to be executed at a later time at the price that the Client specifies. The Company will monitor the Pending Order and when the price provided by the Company reaches the price specified by the Client, the Order will be executed at that price or the first available price. The following types of Pending Orders are available: Buy Limit, Buy Stop, Sell Limit and Sell Stop. The Client may attach to any Pending Order a Stop Loss and/or Take Profit.
- The Company will cancel any Orders that remain non executed for three months from the date the Order was placed.

19.6 The Client will have the right to change the communication method he uses with the Company at any time and the Company shall not make any checks in relation to this, and accepts these two communication methods.

19.7 The Client confirms that he is aware of the risks associated with using these communication methods, in particular the risks that could result from a fault or a misunderstanding at the time instructions are transmitted. The Client declares that he assumes responsibility for all consequences that could result there from.

19.8 The Company shall not incur any liability by refusing to carry out orders given by a person whose identity has not in its opinion been sufficiently verified.

19.9 The Client shall be responsible for all orders and for the accuracy of all information sent via Internet following the use of the Client's name, his password or any other personal identification method set up to identify the Client, regardless of who the actual user is. Any person who identifies himself in accordance with the Client's identification methods shall be considered as being authorised to use the Company's services. The Company shall consider such orders or communications as having been authorised and issued by the Client. It is the Client's responsibility to keep passwords confidential and to prevent unauthorised use of his passwords and his Trading Terminals.

19.10 For the orders placed in writing, the Company will verify the Client's signature with the sample signatures lodged with the Company. The Company shall not be liable for any fraud and/or lack of identification that it has not been discovered.

19.11 Prior to any transfer order, the Company may request an original written confirmation duly signed by the Client.

19.12 For orders placed by telephone, the Company will verify the Client's identity and then transmit the order. The Company has the right not to transmit the order if the actions of the Client are not clear and do not include all the required data.

19.13 Orders received by the Company in any means other than through the Trading Platform, will be transmitted by the Company to the Trading Platform and processed in the same way as though it was received through the Trading Platform.

19.14 Any order sent by the Client via the Trading Platform shall only be considered as having been received, and shall not constitute a valid instruction and/or a Contract between the Company and the Client, until the instruction has been registered as executed by the Company and confirmed to the Client by means of a Transaction confirmation.

19.15 The Company bears no responsibility for delays or errors occurring during the transmission of orders or other communication messages via computer, for the accuracy of information received via computer or for any loss that may be incurred by the Client as a result of the inaccuracy of this information.

19.16 The Client has the right to use a Power of Attorney to authorise a third person (representative) to act on behalf of the Client in all business relationships with the Company as defined in this Agreement. The Power of Attorney should be provided to the Company, accompanied by all the requested identification documents of the representative. If there is no expiry date, the Power of Attorney will be considered valid until revoked by a written termination by the Client.

19.17 The Company has the right to refuse to transmit a Client's order for execution without giving any notice and/or explanation to the Client. Among, but not limited to, the cases that the Company is entitled to do so are the following:

- If the Client does not have the required funds deposited in the Company's Client Account;
- If the order violates the smooth operation of the Trading Platform;
- If the order aims at manipulating the market of the specific Financial Instrument;
- If the order is a result of the use of inside confidential information (insider trading); and

- If the order aims to legalise the proceeds from illegal acts or activities (i.e. money laundering).

19.18 The Client needs to be aware that the Company will refuse to accept or it may cancel any orders placed and/or executed via the Trading Terminal without any notice if it comes to its attention that the logic behind those orders is to abuse the whole system (i.e. use of specific expert advisors to generate volume by opening and closing positions at the same price) in order this way to gain unfairly benefits for the Client and which is beyond the traditional scope of fair trading.

19.19 The Company, at its own discretion and without notice, might impose on an account or instrument basis a limit on the Net Open Position. The company has the right to reject to open any new positions if the result after opening the positions would increase the Net Open Position of a certain instrument above the limit set.

19.20 Please note that it is within the rights of the company and without any prior notice to the client to set an instrument in a close only mode. Therefore, the client consents and acknowledges that he/she will not be able to open new positions on a certain instrument but only to close the existing ones.

19.21 The Client understands that reports and confirmations of order executions, cancellations or modifications may be erroneous for various reasons. Such confirmations are also subject to change at the Company's discretion, in which case the Client shall be bound by the actual order execution, so long as it is consistent with the Client's order. In the event that the Company confirms an execution or cancellation in error and the Client unreasonably delays in reporting such an error more than 24 hours, the Company reserves the right to require from the Client to accept the trade, or remove the trade from the Client's Account, in the Company's sole discretion.

20. TRANSFER OF FUNDS

20.1 The client may fund his Account by credit or debit card, wire transfers or SEPA transfers, e-wallets payment processors or any other similar method of money transfer acceptable by the company from time to time, in its absolute discretion. The Company shall bear absolutely no responsibility regardless of the circumstances for any such payment providers failings thereof and/or any losses that took place or might take place in the future as a result of using the above services. We do not guarantee that all the transfer methods are available to be used in your country.

20.2 The third parties used in the process of receiving your remitted funds in our Client Bank Accounts are disclosed in the "Deposits and Withdrawals" section in our website.

20.3 The Company shall inform the Client of the bank details of the Company's segregated Client Bank Account for transferring funds.

20.4 The Client must clearly specify his name and all required information, in accordance with international regulations related to the combat against money laundering and terrorism financing, on the payment document. It is the Company's policy not to accept payments from third parties to be credited to the Client's Account.

20.5 Any amounts transferred by the Client to the Company's Client Bank Account or received in any other forms as specified above, will be deposited in the Client's Account at the value date of the received payment and net of any deduction/charges incurred by the transferring bank. It is at the Company's sole discretion to return back to the Client any of the fees he incurred in effecting a deposit into his Account.

20.6 The Company has the right to refuse a Client's transferred funds, including but not limited to the following cases:

- If the funds are transferred by a third party;
- If the Company has reasonable grounds for suspecting that the person who transferred the funds was not a duly Authorised Person; and
- If the transfer violates Cyprus legislation.

20.7 If any of the above cases occur, the Company will return the received funds back to the remitter using the same method as they were originally received.

20.8 By signing this Agreement, the Client gives his consent and authorises the Company to make deposits and withdrawals from the Client Bank Account on behalf of the Client, including but not limited to, for settlement of Transactions performed by or on behalf of the Client, for payment of all amounts due by or on behalf of the Client to the Company or any other person.

20.9 The Client, using the Company's relevant "Fund transfer request", shall provide the Company with his personal bank account details in order for FXPRIMUS to transfer any amount payable to the Client. It is the Company's policy to transfer all amounts directly to the Client's personal bank account or card from which he had used to originally fund his Account. Funds are transferred by the Company within three (3)

Business Days from the date they are debited from the Client's Account. It may take up to five (5) Business Days for funds to be credited to the Client's personal bank account after initiation of the transfer from the Company's side.

20.10 The Company has the right to suspend or cancel the Client's instructions for transferring funds in any, but not limited to, the following cases:

- If the Client instructs the Company to transfer the funds to a third party;
- If the Company has reasonable grounds for suspecting that the person who gave the transfer order was not a duly Authorised Person; and
- If the transfer violates the local laws and regulations.

21. SAFEGUARDING OF CLIENT'S MONEY

21.1 Unless otherwise agreed with you in writing, the Company will deal with any funds that we hold on your Account in accordance with the relevant provisions of "Safeguarding the Clients' Money" that are provided in the applicable CySEC's legislation. All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in a Client Bank Account. This means that your funds will be segregated from our own money and cannot be used in the course of our business.

21.2 FXPRIMUS may hold your money and the money of other Clients in the same Client Bank Account (omnibus account). In this case we are able to identify your money through our back office and accounting system.

21.3 We shall open one or more custody accounts recording any shares, stocks, debentures, bonds, securities, or other similar property (including evidence of or title to Securities and all rights in respect of Securities) deposited or transferred by you or on your behalf with or to us or collected by us for your Account (hereinafter "Custody Assets").

21.4 The Company aims to hold your money only in EEA regulated financial institutions which employ and have Client Money rules similar to ours and which are supervised by regulatory authorities of equivalent status to ours. In the unlikely event that we may hold Client Money outside the EEA, because of the nature of the financial instruments or of the other services provided to you requires them to be deposited with such a Third Party, the legal and regulatory regime applying to any such financial institution will be different from that of the EEA and in the event of the insolvency or any other analogous proceedings in relation to that financial institution, your money may be treated differently from the treatment which would apply if the money was held with a financial institution in an account in the EEA.

21.5 In the event that your Custody Assets may be held overseas by a Third Party on our behalf, legal and regulatory requirements may be different from those applying in the Republic of Cyprus particularly where an account containing your Custody Assets is subject to the laws of a non-EEA jurisdiction. You acknowledge and agree that a depositary may have a lien, right of retention, right of set-off or sale, and/or other security interests over your Custody Assets based on properly incurred charges and liabilities arising from the provision of custody services by the depositary to us and in respect of Custody Assets held by the depository on behalf of you or our customers.

21.6 We may from time-to-time delegate to sub-custodians, nominees, agents, depositories, clearing houses and clearing systems inside or outside of the Republic of Cyprus and which may include Associated Companies any of our duties under these custody terms including (without limitation) the safekeeping of the Custody Assets (together "Third Parties"). We will not be responsible for the solvency, acts or omissions of any Third Party with which the Custody Assets are held except where we have acted negligently, fraudulently or in willful default in relation to the appointment of the Third Party. Consequently, if the Third Party becomes insolvent, there may be some risk to your Custody Assets.

21.7 We do not hold Clients' Money in unregulated financial institutions. We may, however, pass on Clients' Money to any regulated third party (e.g., a bank, a market maker or liquidity provider, merchant, e-wallet,

intermediate broker, OTC counterparty or clearing house) to hold or control in order to effect a Transaction through or with that person or to satisfy your obligation to provide collateral (e.g. initial Margin requirement) in respect of a Transaction. We carry out annual risk assessments of all regulated third parties we work with, but have no responsibility for any acts or omissions of any regulated third party to whom we pass money received from you. The regulated third party to whom we pass money may hold it in an omnibus account and it may not be possible to separate it from our money, or the third party's money depending on the third party's regulatory provisions. In the event of an insolvency or any other analogous proceedings in relation to that regulated third party, we may only have an unsecured claim against the regulated third party on behalf of you and our other Clients, and you may be exposed to the risk that the money received by us from the regulated third party is insufficient to satisfy the claims of you and all other Clients with claims in respect of the relevant account. The Company accepts no responsibility for any funds not deposited directly into the Company's bank accounts, for losses (directly or as a result of) due to delays and/or failures to deposit/remit funds through affiliated and/ or third parties.

21.8 All Assets belonging to you which we may at any time be holding for you (either individually, jointly with another, or as a guarantor of the account of any other Person) or which may at any time be in our possession or control or carried on our books for any purpose, including safekeeping, are to be held by us as Security for the performance of your obligations to us and held subject to a general lien and right of set-off for any of your liabilities to us and irrespective of the number of Accounts you may have with us. Without limitation such Security shall comprise the credit balances on your Account(s), any securities registered as belonging to you on our books, and the value of your open positions with us. Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set off any amounts (whether actual or contingent, present or future) at any time owing between you and us paying you the difference.

21.9 As long as the Margin required on the Client's Account for maintaining her open Transactions with FXPRIMUS, the Client agrees that the Company has the right to transfer ownership of this Margin from the Client to the Company, to be maintained by the latter as security and be returned by the Company to the Client on closing of the Client's Transactions. In this case, the Margin will be considered as a debt due by the Company to the Client and not as Client Money, therefore it could be used by the Company subject to the repayment obligation.

21.10 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 obligations. Such right of a general lien may be extended and enforced to cover any legally binding claims, either present or future, related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment processing services providers/ payment services operators' requirements, as well as if it is required by the relevant authorities. No security interests, liens or rights of set off over the Client assets held with a depository are permitted or exercised if they do not relate to the Clients or the provision of services to the Clients.

21.11 Client Money are kept off balance sheet and cannot be used to pay back the Company's creditors in the unlikely event of the Company's default. In addition, the Company will not be liable for any failure or insolvency of any bank and/or financial institution in which Client Money are held, however, applicable investor compensation or deposit protection schemes may protect a proportion of the money in default.

22. INVESTOR COMPENSATION FUND

22.1 FXPRIMUS is a member of the Investor Compensation Fund, a governmental deposit protection scheme with the purpose to guarantee the Clients of CIFs in case the Company defaults on its obligations to refund the Client's Account balance, when this is requested by the Client.

22.2 Trading in CFDs relevant to virtual currencies does not entitle Clients to any protection under the Investor Compensation Fund.

22.3 For more information on the operation of this scheme, please refer to the relevant document in our website.

23. ANTI-MONEY LAUNDERING PROVISIONS

23.1 According to "The Prevention and Suppression of Money Laundering Activities Law", the Company is entitled to request from the Client to provide immediately any additional information concerning the circumstances and the context of a particular Transaction. FXPRIMUS shall have the right refuse orders or instructions received from the Client as long as the Client has not supplied the information requested by the Company.

23.2 The Company has the right to terminate the Agreement with the Client immediately and to prohibit the Client from withdrawing any of its assets if the explanations provided are deemed inadequate.

23.3 In accordance with the regulatory requirements of the Article 60 (b) and Article 64(1)(a)(iii) of the Anti-Money Laundering Law 2007-2021, the Company requires the client to provide full and updated information about his/her Source of Funds/ Source of Wealth along with supporting documentation that will identify source of funds deposited with Primus Global Ltd. (It can be in a form of a tax declaration, employment agreement, proof of sales of valuable goods, investments, inheritance or any other form of document that can justify the source of the deposited funds). Failure to provide the requested documentation will result in limiting access to the account.

24. PROHIBITED TRADING

24.1 Generally speaking, the Company allows all types of trading methods and styles. The Company does reserve the right, however, to close, suspend or recoup any closed profit and loss from an Account it deems is engaging in unethical or questionable trading styles including, but not limited to abuse of price gaps, latency arbitrage, the act of "flooding" of our servers with an excessive amount of pending orders, excessive logins, "picking" and "sniping", overleveraging or the use of certain automated trading systems or Expert Advisors, without notice.

24.2 The Company will usually (but is not obligated to always) attempt to initially express its concern to the Client or the associated parties via email or telephone in the form of a formal warning. If the Client or the associated party does not modify its trading style within a reasonable time period following the warning, the Company reserves the right to liquidate all or some open positions, close, suspend or recoup any closed profit or loss from the Client's Account, and return any remaining proceeds to the Client in accordance with the Company's Account Closing Procedures or any combination thereof.

24.3 Fixed and Variable Spread Accounts are offered to Clients that adopt long term trading strategies instead of trading news' announcements or other volatile market conditions. The Company reserves the right, at any time, to revoke a Client's right to trade with a specific account type and may require the Client to move under another type of Account. For the various account types please visit the Company's website.

24.4 The Company reserves the right to liquidate all or some open positions, close, suspend or recoup any closed profit or loss from Accounts who tend to trade during news or other volatile market conditions, and return any remaining proceeds to the Client in accordance with the Company's Account Closing

Procedures or any combination thereof. Any transaction costs relating to the refund of the Account balance of Clients engaging in prohibited trading will be fully transferred to the Client.

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25. SWAP, CFD EXPIRATION AND SWAP-FREE ACCOUNTS

25.1 The Client will generally incur a credit or debit in his Account if holding a currency, bullion or CFD position at the end of each trading session. You may view current swap rates on the Company's Trading Platform, and further information about Swap at the Company's website.

25.2 Once a month, certain CFD's will expire, meaning that expiration will take place one day prior to the expiration of its underlying futures Contract at our closing bid/ask price. All open positions will be closed, all floating profit and loss will be realised and all pending orders will be deleted. No positions will be rolled forward into a new Contract and is at the option of the Client to reinitiate her closed positions.

25.3 Swap-Free (Islamic) Accounts can be offered to our Clients of Muslim faith at the discretion of the Company. A swap-free Account precludes the Account from either being credited or debited swap interest at the end of each trading session. Open positions which are kept longer than 10 trading days will no longer be eligible for swap-free designation, as such a debit or credit will be applied to these trades on a daily basis upon keeping them open for more than 10 trading days. To avoid swap interest being applied on the Client Account, the Client has the option to close and open a new position before the 10 trading days pass. The Company, however, fully reserves the right to remove the swap-free designation from any Account which is holding a position in which the Client owes interest for over 10 trading days and charge swap interest retroactively in case it comes to our attention that the 10 trading days period has been abused. The Company may notify the Client within 24 hours of removal of the swap-free designation, but is not required to notify the Clients of such removal.

26. CLIENT COMPLAINTS

26.1 The Client shall be required to check the content of each document, including those sent electronically by the Company or made available to the Client on the Trading Platform. Such documents should be regarded as authoritative. Complaints shall be addressed, in the first instance, to the Customer Support Department in the e-mail address support@fxprimus.eu. If the Client receives a response from the Customer Support Department but deems that the complaint needs to be raised further, the Client should complete the Complaint Form which is publicly available on the Client's member area and send it to complaints@fxprimus.eu.

26.2 The Client must inform the Company immediately if an incorrect Transaction appears on his Account.

26.3 Any complaint relating to the execution or non-execution of an order will be considered only on the expressed condition that it is made in writing upon the occurrence of the events in question and at the latest before the opening of the relevant market on the day after the execution, that is, within a 24-hour period from the time of occurrence of the complaint. It should be noted that the use of an expert advisor or any other program that is used to perform technological and/or algorithmic trading, also alleviates you of any right to claim any sort of compensation from the Company.

26.4 Once this period has expired, the Client shall no longer have any rights, of any type and form, against the Company.

26.5 The document entitled Complaint Form, available in the members' area, should be used for any complaint a Client may have. The Client may complete the Complaint Form with all the information requested and may return the form to the Company as mentioned in the specific document.

26.6 Clients shall contribute to the Company, in handling of Client's claims, by providing the Company's Support Department with all the necessary information, including, but not limited to:

- Client's Name and Surname (for corporate Clients - company name);
- Client's Account login number;
- Date and time of the issue in the platform's time zone;
- Tickets of orders and positions involved; and
- Detailed description of the issue.

26.7 The Client has the obligation to avoid any kind of offensive vocabulary, intimidation, unsubstantiated accusations or emotional interpretation of anything related to his claim or to the Company or its business.

27. COMPLAINT HANDLING PROCEDURE

27.1 The Company shall take decisions on Client's complaints within five working days from the date the complaint is considered to have been officially submitted to the relevant department. In the event the Company is unable to conclude on the Client's complaint within the above period, the Company will notify the Client by telephone or by e-mail about the extension of the investigation terms.

27.2 The Client accepts the absolute seniority of server log—file records against any other sources, including Client terminal log—file records, in the context of handling of her complaint.

27.3 The Company should compensate the Client in case of his complaint deemed to be fair and accurate, by exclusively depositing the compensation amount in the Client's Account with the Company.

27.4 In the event the Company deems necessary to delete one or another of the Client's tickets, such tickets should be removed from the Client's Trading Terminal, and the Client's Account balance and/or Equity should be adjusted by the summarized value of profit/loss and rollovers related to such tickets.

27.5 In the event the Company deems necessary to restore one or another of Client's tickets, such tickets should be re-established in the Client's Trading Terminal; and the Client's Account balance and/or Equity should be adjusted by the summarized value of profit/loss and rollovers related to such tickets using the current market prices prevailing for such tickets.

27.6 Clients have no right to report to the Cyprus Financial Ombudsman any disputes with the Company in relation to CFDs with underlying asset a virtual currency.

28. REJECTED COMPLAINTS

28.1 The Company shall have the right, in its sole discretion, to decline Client claims on the lapsing of the 24-hour period after the occurrence of the relevant incidence. The Company may not accept claims not delivered to the Company through the designated addresses mentioned in this Agreement.

28.2 The Company shall have the right to decline a Client's claim or any of its arguments if the server log-file record required for the examination of such claim or arguments do not exist.

28.3 FXPRIMUS has the right, in its sole discretion, to decline:

- Client claims related to execution period of any requests or orders;
- Client claims related to server maintenance works, if such works were previously announced at the Company's website not less than 48 hours before the server downtime;
- Client claims related to differences between rates quoted by the Company and similar rates quoted by other companies or institutions (including rates of underlying assets), except for claims related to manifest errors in the Company's data feed; and

Client claims related to delays or interruptions of service or transmissions, or failures of performance of the server, regardless of cause, including, but not limited to, those caused by hardware or software malfunction; governmental, exchange or other regulatory action; war, terrorism, or the Company's unpremeditated acts.

29. USE OF THE IT SYSTEM

29.1 Predominantly, the Client shall transmit instructions to the Company using the IT system provided. The Company shall communicate with the Client exclusively via the IT system. It will be the Client's responsibility to take all necessary action to ensure that he is able to access any communications that may be sent to him.

29.2 The Client is aware of the fact that using computers and the Internet exposes him to a number of risks including, in particular:

- The possibility that an unauthorised third party might access his Client's Account;
- The possibility that the relationship between the Client and the Company might be revealed;
- The possibility that computer viruses might infect the Client's computer system without the Client's knowledge; and
- The possibility that third parties might send messages to the Client, claiming to represent the Company

29.3 The Client undertakes to obtain full information, and acknowledges that he is solely responsible for doing so, in respect of the risks to which he may be exposed and any necessary security measures he ought to have taken.

29.4 The Company will not be liable for any loss suffered by the Client resulting from the IT use, including in particular the actions of unauthorised third parties introducing themselves as the Client or the Company, transmission errors, transmission failures, technical faults, overloads, breakdowns (including but not

limited to maintenance activities due to the maintenance of IT systems), system downtime, malfunctions, interference, attacks (e.g. hacking), blocked communications and networks (e.g. mail bombing) or other failures regardless of who is responsible.

29.5 The Client will therefore take the necessary precautions to ensure the confidentiality of all information, including, among other things, the system password, user ID, portfolio details, Transaction activities, Account balances, as well as all other information and all orders.

29.6 The Client undertakes to notify the Company immediately if it comes to his attention that his system password is being used without authorisation.

29.7 The Client hereby assumes all liability arising in connection with technical access to the Company's services. The Client shall be responsible for acquiring, installing and configuring the appropriate hardware and software, in order to set up his connection with the Company's online services. The Company shall not be liable for any actions of the access provider and/or hardware that it has not supplied itself.

30. PERSONAL DATA PROTECTION AND CONFIDENTIALITY

30.1 FXPRIMUS is registered with the Office of the Commissioner for Personal Data Protection of the Republic of Cyprus. In this respect, the Company complies with the Processing of Personal Data (Protection of the Individual) Law of 2001, its amendment (Law No. 37(I)/2003) and the Regulation of Electronic Communications when processing Client's personal data.

30.2 The Company shall have the right, without the need to inform the Client beforehand, to disclose any details of the Client's Transactions or any other information, that may be necessary for the purposes of complying with any requirements of any authority entitled to require such a disclosure by law or with any Company obligation, to proceed with the said disclosure to any authority.

30.3 Further details of how we process personal data are specified in our Privacy Policy available on our website.

31. RECORDING OF CONVERSATIONS

31.1 The Client acknowledges, accepts and consents the fact that the Company will record and/or produce a written record of telephone conversations, internet based conversations (chat) and meeting minutes between the Company and the Client.

31.2 The Client allows the Company to use these recordings or the transcripts of these recordings as evidence in relation to the investment services offered and to disclose such information as part of any litigation or litigation that it expects to arise between the Client and the Company.

31.3 FXPRIMUS may provide copies of such recordings of telephone calls to a regulatory authority of a competent authority, without informing the Client.

31.4 Technical reasons could prevent the Company from recording a conversation and the recordings or the transcripts produced by the Company will be destroyed in accordance with the Company's normal practice. Therefore, the Client must not expect that these recordings will be available to him.

32. OUTSOURCING

32.1 The Company provides its Clients with trading services using an internet based trading system. The Company has outsourced the development, physical hosting, maintenance and updating of its online Trading Platform to a foreign entity. The Company's Clients will not have any direct contact with this entity and the Company will take all reasonable steps to ensure the security of all the data regarding the identity of its Clients. The Client hereby acknowledges and accepts the fact that the Company outsources such activities.

33. RIGHT OF SET-OFF

33.1 The Company shall have the right, at its discretion and without the Client's authorisation, of a "set-off" against the Client's claims for all claims arising out of its relationship with the Client. This right of set-off shall exist regardless of the expiry date of any claims, the currency in which they are denominated, and their nature.

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34. GENERAL PROVISIONS

34.1 The provision of services to the Client is subject to all applicable laws, regulations, and other provisions or market practices to which the Company is subject to.

34.2 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, this shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

34.3 No party shall, without the prior consent of the other parties, assign, transfer, charge or deal in any other manner with this Agreement or any of the rights under it.

35. AMENDMENTS

35.1 This Agreement may be amended at any time by the Company as may be applicable due to regulatory amendments, as well as internal policies. Clients are expected to monitor and ensure they are up to date with the latest amendments made and published in the website of the Company; to this end the Company will ensure to have visible in its Business Terms the date of the most recent amendments made. It is in the full discretion of the Company to communicate any such amendments to its Business Terms with any way other than publishing these in its website.

36. TERMINATION

36.1 This Agreement will be valid until its termination as provided below.

36.2 The Company reserves the right to terminate the Agreement with the Client at any time with immediate effect and without giving any reasons for this action. The Company shall have the right to freely set the consequences of such termination for the Client's positions without incurring any liability. The Company will no longer carry out any orders for the Client upon termination of this Agreement.

36.3 It is at the discretion of the Company to automatically terminate Trading Accounts with NIL balances that remain Dormant for a period of more than six months without any further notification to be given to the Clients.

36.4 On termination, FXPRIMUS will pay the Client any pending obligations owed to him by the Company.

36.5 The Client has the right to terminate the Agreement by giving a written notice of at least seven (7) Business Days, specifying the date of termination.

36.6 The Client is obliged to pay any pending obligations towards the Company, including but not limited to

any pending fee or amount payable to the Company, any charge or expenses incurred or to be incurred as a result of the termination of this Agreement, as well as any other expenses that might arise during the settlement of the pending obligations.

36.7 The Client shall have a period of 14 (fourteen) calendar days to withdraw from the contract without penalty and without giving any reason in accordance with the provisions of the Distance Marketing of Consumer Financial Services Law N242(I)/2004. The period for withdrawal shall begin either from the day of the conclusion of the distance contract, where the time limit will begin from the time when the consumer is informed that the distance contract has been concluded, or from the day on which the Client received the contractual terms and conditions and the information in accordance with Sections 9(1) or (2) of law N242(I)/2004, if that is later than the date referred to in the first indent.

36.8 The Company has the right to subtract all above pending obligations from the Client Account.

36.9 The termination of this Agreement does not influence in any way the rights, contractual provisions, commitments, obligations and liabilities of either party.

37. FORCE MAJEURE EVENT

37.1 Except as expressly provided in this Agreement, we 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 our obligations under this Agreement where such failure, interruption or delay is due to:

- 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 or political crisis;
- Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster;
- Labor disputes not including disputes involving our workforce;
- 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 we have caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- 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;
- Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or willful default of ourselves), hacker attacks and other illegal actions against our server and Online Trading System; and
- Any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that we are not in a position to take any reasonable action to cure the default.

37.2 In the event of force majeure, the affected Party must notify the other Party of the circumstances and of the events beyond its reasonable control within 3 business days.

37.3 In the events of force majeure we may suspend, freeze or close your positions.

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38. GOVERNING LAW AND JURISDICTION

38.1 The relationship between the parties shall be governed solely by and construed solely in accordance with the laws of the Republic of Cyprus.

38.2 The courts of the Republic of Cyprus shall have the sole jurisdiction to hear any litigation between the parties arising out of or in connection with this Agreement.

38.3 Nevertheless, the Company reserves the right to initiate proceedings before any competent court or jurisdiction, including in particular the courts in the country of which the Client is a citizen or in which he resides.

39. DECLARATION

39.1 The Client declares that he has read, understood and accepted this Agreement in its entirety.

39.2 Client declares that he has read, understood and accepted the document entitled Risk Disclosure and he has understood the warnings contained in this document.

39.3 By accepting this Agreement, the Client declares that he has read, understood and accepted all the information provided in the following documents, available on the website of the Company:

- Client Agreement
- Privacy Policy
- Conflicts of Interest Policy
- Risk Disclosure Statement
- Costs and Charges Document
- Client Categorisation Policy
- Order Execution Policy
- Anti-Money Laundering and Terrorist Financing Policy
- Complaint Handling Policy
- Investor Compensation Fund Description
- Cookies Policy
- Leverage Policy
- Withdrawal and Deposit Policy
- Market Abuse Policy
- Marketing Policy

39.4 The Client declares that he consents and agrees to direct advertising through cold calling by any means, including but not limited to, by phone, email and facsimile.

39.5 The Client declares that he is over 18 years old and/or has full capacity (in case of legal entities) to enter and be bound by this Agreement and that he is not prohibited by the legislation/regulations of his country of residence to enter into this Agreement.

39.6 The Client declares that all information provided in the "Account application form" is true, accurate, complete and not misleading and that he undertakes to inform the Company of any changes that might occur to the data/information provided in the "Account application form".

40. COMPANY'S CONTACT DETAILS

40.1 Clients shall communicate with the Company with the communication methods described within this Agreement and/or at the following address:

Correspondence Address:
Primus Global Ltd
25 Kolonakiou Street | Office 101 Zavos Kolonakiou Centre
4103 Limassol,
Cyprus

Customer Service:
Phone: +357 25 262084
E-mail: support@fxprimus.eu

Primus Global Ltd

Customer Service:

Phone: +357 25 262084

E-mail: support@fxprimus.eu

Client Agreement

August

2026

Address: Primus Global Ltd | 25 Kolonakiou Street
Office 101 Zavos Kolonakiou Centre |
4103 Limassol | Cyprus
Phone: +357 25262084 | Email: support@fxprimus.eu
Authorised & Regulated by CySEC, license no. 261/14 and
registration number HE 337614VAT no. 10337614L
FXPRIMUS.eu