



**PRIME INDEX LTD**  
**CLIENT AGREEMENT**

## 1. INTRODUCTION

## 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 Prime Index 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. The Client acknowledges that he has read, fully understood and accepted the contents of this Agreement together with the Privacy Policy, Order Execution Policy, Risks Disclosure Statement and AML Policy and solely 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. DEFINITIONS OF TERMS

- 3.1. 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 Mwali (Moheli) Comoros Union.

**"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 Prime Index 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 90 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:  $100\,000 \times 1/200 = 500$  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 instruments pages.

The result is denominated in United States Dollars.

**Example:**

1 lot XAUUSD, market price 1230, Margin is 0.4 %, the required margin =  $100 \times 1230 \times 0.4 / 100 = 492$  USD

**“cTrader server time”** Prime Index server time is set at GMT+3 in March and GMT+2 in November.

**“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.

**“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.

#### 4. PROVISION OF SERVICES

- 4.1. Prime Index Ltd. (the “Prime Index” or “Company”) is an International Business Company (the “IBC”) incorporated and licensed by Mwali International Services Authority in Comoros Union with registration number HY00423265 and license number T2023224. The Company’s registered office is at Moheli Corporate Services Ltd, P.B. 1257 Bonovo Road, Fomboni, Comoros, KM.
- 4.2. Prime Index provides the investment service of Execution of Orders on Behalf of Clients.

- 4.3. For the provision of this investment service, the Company is authorised to provide the ancillary services of:
- (A) Safekeeping and administration of financial instruments, including custodianship and related services,
  - (B) Granting credits or loans to one or more financial instruments, where the Company granting the credit or loan is involved in the transaction,
  - (C) foreign exchange services where these are connected to the provision of investment services and
  - (D) investment research and financial analysis or other forms.
- 4.4. The provision of the above investment and ancillary services is in connection with (A) 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 and (B) Financial Contracts for Differences.
- 4.5. You acknowledge that our services do not include the provision of Investment Advice. Any discussions that might be carried on between the Client and Prime Index' 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.
- 4.6. 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.
- 4.7. The Client is solely responsible for any investment strategy, Transaction or investment he enters into.
- 4.8. Prime Index 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.
- 4.9. 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.

- 4.10. 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.
- 4.11. Prime Index 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.

## **5. LEVERAGE**

- 5.1. 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 market 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. The Company may also add to or change its Leverage Limitations at any time without prior notice to be given to Clients.

## 6. MARGIN TRADING

- 6.1. 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.
- 6.2. If the Account Equity falls below the Margin requirement, the Trading Platform will trigger an order to close all open positions. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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;
  - Prime Index 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.

## **7. RISK WARNING**

7.1. 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;

7.2. 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 Prime Index is the only execution venue, which is a non-regulated market.

7.3. 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.

7.4. Prime Index 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.

7.5. 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. CLIENT'S ACCOUNT**

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

8.2. The Client does not intend to use his Account for payment of transactions to third parties.

8.3. 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.

8.4. In order to open an Account, a Client should undertake the following steps:

- Complete the Prime Index online application form, which can be found on the Company's website [www.primeindex.com](http://www.primeindex.com).
- After completing the form, the client should verify their email address by clicking on the link sent to his email.
- At this stage the client will be redirected to the secure portal in order to upload the following documents.
  - a. Identification document (Passport or ID card). For an identification document to be considered valid it needs to CLEARLY INDICATE photograph, signature, personal details, issue and expiry date place and date of issue, and serial number; and
  - b. 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.

Once these documents have been uploaded and successfully reviewed by the back-office team, the account will be approved. Until these documents have been approved, the account will have a 'pending' status and will be treated as Not Verified.

8.5. 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.

8.6. In certain circumstances the Company can accept deposits up to a total amount of 2,000 USD or currency equivalent while the account is still pending approval. The Client has 14 calendar days to provide the required documents (as specified in clause 8.1). In the event that the required documentation is not provided and approved during the stipulated period, the following will occur:

- Any and all account balances will be returned to the wallet, minus any profit or loss.
- Any and all open positions on cTrader will be closed.
- The Client will not be able to open any new positions on cTrader.
- The Client's account will be set to read-only until such time as they upload and verify their proof of address and ID documentation.

8.7. Prime Index offers its Clients "negative balance protection". This means that traders cannot lose more than the overall size of their investment. In this respect, Prime Index 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.

8.8. 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.

8.9. 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.

8.10. The Company permits each Client to open up 1 VIP Black account per user or a maximum of five (5) Accounts for the VIP, Standard or Signature account, 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.

8.11. 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.

## **9. MULTIPLE ACCOUNT HOLDERS**

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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 of 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.

## **10. CLIENT CATEGORIZATION**

10.1. The Company shall treat the Client as Retail Client by default. The Company offers to the Client the possibility to request reclassification. Where a Client requests different classification, he needs to meet certain specified quantitative criteria.

10.2. On the basis of the Client's request, the Company undertakes an adequate assessment of the expertise, experience and knowledge of the Client to give reasonable assurance, in the light of the nature of transactions or services envisaged that the Client is capable of making his own investment decisions and undertaking the risks involved. However, if the above-mentioned criteria are not met, the Company reserves the right to choose whether to provide services under the requested classification.

10.3. The client category will determinate the level of protection afforded to the Client under applicable legislation. A "Retail Client" is afforded with the highest regulatory protections available. Professional Clients are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.

## **11. CLIENT'S CONSENTS**

- 11.1. 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.
- 11.2. 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.
- 11.3. In the case of CFDs with underlying assets virtual currencies, due to leverage and volatility, your positions 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.

## **12. INTEREST**

- 12.1. The funds credited to the Client's Account with the Company shall not bear interest.
- 12.2. 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.

## **13. FEES, COSTS AND CHARGES**

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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 hard- copy 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.

13.5. 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.

13.6. 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.

13.7. We reserve the right to deduct any funds held in the Client's Prime Index wallet for the settling of negative balances in said Client's trading account

13.8. Holding of single stocks will be subject to a variable overnight fee on both long and short positions and will appear in a client's account as a swap charge.

#### **14. INTRODUCTION OF CLIENTS FROM INTRODUCING BROKER OR AFFILIATE**

14.1. The Client may have been recommended to the Company by an Introducing Broker or an Affiliate.

14.2. Prime Index 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.

14.3. 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.

14.4. 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.

#### **15. INDUCEMENTS (PAYMENTS TO/FROM THIRD PARTIES)**

15.1. 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.

15.2. 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.

15.3. 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 counter-parties 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.

## **16. CONFLICTS OF INTEREST**

16.1. The Client accepts that a conflict of interest may arise when the interest of Prime Index 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.

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

16.3. 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.

## **17. COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY– CLIENT'S ORDERS**

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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”.

17.5. 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. 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.

17.6. 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.

17.7. 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.

17.8. 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.

17.9. 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.

17.10. 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.

- 17.11. Prior to any transfer order, the Company may request an original written confirmation duly signed by the Client.
- 17.12. 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.
- 17.13. 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.
- 17.14. 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.
- 17.15. 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.
- 17.16. 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.
- 17.17. 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 is a result of the use of inside confidential information (insider trading); and
  - If the order aims at manipulating the market of the specific Financial Instrument;
  - If the order aims to legalise the proceeds from illegal acts or activities (i.e. money laundering).
- 17.18. 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 cope of fair trading.
- 17.19. 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.



17.20. 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.

## **18. TRANSFER OF FUNDS**

18.1. The Client may fund his Account by credit or debit card, wire transfers or SEPA transfers, e- wallets, payment processors or any other similar methods 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.

18.2. 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.

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

18.4. 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.

18.5. 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.

18.6. The Company has the right to refuse, suspend or cancel Client's transferred funds and /or Client's instructions for transferring funds in any, 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;
- If the transfer violates the applicable legislation;
- If the transfer violates the terms of this Agreement.

18.7. 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.

18.8. 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.

18.9. The Client, using the Company's relevant "Fund transfer request", shall provide the Company with his personal bank account details in order for Prime Index 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.

## **19. SAFEGUARDING OF CLIENT'S MONEY**

19.1. 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." 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.

19.2. Prime Index 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.

19.3. We may pass on Clients' Money to a 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, however we have no responsibility for any acts or omissions of any regulated third party to whom we pass money received from you. The 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.

19.4. As long as the Margin required on the Client's Account for maintaining his open Transactions with Prime Index, 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.

19.5. 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.

## **20. ANTI-MONEY LAUNDERING PROVISIONS**

- 20.1. 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. Prime Index shall have the right to refuse orders or instructions received from the Client as long as the Client has not supplied the information requested by the Company.
- 20.2. 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.

## **21. PROHIBITED TRADING**

- 21.1. 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, latency arbitrage, market manipulation, collusion, the act of “flooding” of our servers with an excessive number of pending orders, excessive logins, “picking” and “sniping”, over-leveraging or the use of certain automated trading systems or Expert Advisors, without notice.
- 21.2. 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.
- 21.3. 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.
- 21.4. The company reserves the right to restrict access to certain markets without giving prior notice to the client. In such cases, clients will not be able to open new positions on the restricted instrument, and clients with existing open positions can close only.
- 21.5. Prohibited Actions
- 21.5.1 It is absolutely prohibited for the Client to take any of the following actions in relation to the Platform(s):
- a. Use any software, which applies artificial intelligence analysis to the Company’s systems and/or Platform(s).
  - b. Intercept, monitor, damage or modify any communication which is not intended for him.

- 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 Platform(s) 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 Platform(s) or cause such system(s) to malfunction or stop their operation.
- f. Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s).
- g. Any action that could potentially allow the irregular or unauthorized access or use of the Platform(s).

21.5.2 Should the Client engage in any trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping'), or should the Company determine, their sole discretion, and in good faith, that the Client or any representative of theirs trading on their behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that the Client is committing any other improper or abusive trading act, including without limitation the following:

- a. Fraud/illegal actions that led to the transaction;
- b. Arbitrage trading, such as "Swap Arbitrage" "Latency Arbitrage" or "Bonus Arbitrage" on Prices offered by the Company's platforms
- c. Scalping trade or placing and closing orders or entering into positions for an arbitrarily short period of time and/or any other methods of scalping.
- d. The use of any automated trading systems, such as robot trading e.t.c
- e. Under no circumstances is the client allowed to use an IP address other than the IP address of their geolocation. Shall the client wish to use a different IP address for any reason, the Company should be notified immediately.
- f. Orders placed based on manipulated Prices as a result of system errors or system malfunctions
- g. Arbitrage trading on Prices offered by the Company's platform as a result of systems errors and/or
- h. Coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.
- i. Orders placed on the basis of privileged confidential information
- j. Any other behavior which the Company reasonably believes that is used by the Client to manipulate and/or attempt to manipulate the trading platform and/or the overall trading environment and/or conditions.

21.5.3 The Company shall have the right to take any of the following actions:

- a. Adjust the Price Spreads available to the Client; and/or

- b. Restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only; introduce time delays of up to 6 seconds between the Client's placing of the order and the order opening on the Electronic Trading Platforms (to prevent scalping); and/or
- c. Obtain from the Client Account any historic trading profits that the Client has gained through such abuse of liquidity as determined by the Company at any time during the Company and Client's trading relationship; and/or
- d. d) Reject an order or to cancel a trade; and/or
- e. e) Immediately terminate this Agreement.

Should the Company reasonably suspect that the Client has violated the terms of paragraph 21 it is entitled to take one or more of the counter measures of paragraph 34 of this Agreement.

## **22. SWAP, CFD EXPIRATION AND SWAP-FREE ACCOUNTS**

- 22.1. 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.
- 22.2. Once a month, certain CFDs 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.
- 22.3. 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 debit- ed swap interest at the end of each trading session. 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.
- 22.4 Prime Index does not offer SWAP-free trading on: Spot Oils, spot GAS, indices, single stocks, and any FX pairs on CZK, HUF, MXN, PLN, TRY, ZAR and crypto instruments. Prime Index reserves the right to revoke an accounts SWAP free status prior notice in case of abuse.

## **23. COMPLAINT HANDLING PROCEDURE**

- 23.1. 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.
- 23.2. Complaints shall be addressed to the [Customer Support Department](#) via Chat and/or via email at [complaints@primeindex.com](mailto:complaints@primeindex.com).
- 23.3. The Client must inform the Company immediately if an incorrect Transaction appears on his Account.
- 23.4. 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.

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

23.6. 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.

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

23.8. 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.

23.9. 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 the complaint.

23.10. 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.

23.11. 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.

23.12. 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.

## **24. REJECTED COMPLAINTS**

24.1. The Company shall have the right, in its sole discretion, to decline Client claims on the lapsing of the 24hour 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.

24.2. 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.

24.3. Prime Index 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.

## **25. USE OF THE IT SYSTEM**

25.1. 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.

25.2. 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.

25.3. 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.

25.4. 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.

25.5. 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.

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

25.7. 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.

## **26. PERSONAL DATA PROTECTION AND CONFIDENTIALITY**

26.1. 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.

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

## **27. RECORDING OF CONVERSATIONS**

27.1. 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.

27.2. 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.

27.3. Prime Index may provide copies of such recordings of telephone calls to a regulatory authority of a competent authority, without informing the Client.

27.4. 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.

## **28. OUTSOURCING**

28.1. 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.

## **29. RIGHT OF SET-OFF**

29.1. 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.

## **30. DORMANT, INACTIVE AND ARCHIVING POLICY**

30.1. The company will charge a monthly dormancy administrative fee to any account that has been inactive for 3 months that does not have an open position.

30.2. The dormancy fee is charged monthly and is a fixed rate of 30USD. If the balance of account is less than 30 USD, the full remaining balance will be deducted until the account reaches zero.

30.3. Clients are charged an inactivity fee when they request to withdraw funds from their account despite not ever having placed a trade. The latest inactivity fees are highlighted on the company's website.

30.4. The Company reserves the right to unilaterally amend at its discretion the dormancy account administrative fee for closed accounts.

## **31. GENERAL PROVISIONS**

31.1. 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.

31.2. 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.

31.3. 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.

## **32. AMENDMENTS**

32.1. 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.

## **33. TERMINATION**

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

33.2. 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.

- 33.3. 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.
- 33.4. On termination, Prime Index will pay the Client any pending obligations owed to him by the Company.
- 33.5. 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.
- 33.6. 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.
- 33.7. The Company has the right to subtract all above pending obligations from the Client Account.
- 33.8. The termination of this Agreement does not influence in any way the rights, contractual provisions, commitments, obligations and liabilities of either party.

#### **34. FORCE MAJEURE EVENT**

- 34.1. 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 work force;
  - 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
  - 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.

34.2. 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.

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

### **35. GOVERNING LAW AND JURISDICTION**

35.1. The relationship between the parties shall be governed solely by and construed solely in accordance with the laws of Mwali (Moheli) Comoros Union.

35.2. The courts of Mwali (Moheli) Comoros Union shall have the sole jurisdiction to hear any litigation between the parties arising out of or in connection with this Agreement.

35.3. 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.

### **36. DECLARATION**

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

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

36.3. By accepting this Agreement, the Client declares that he has read, understood and accepted all the information available on the website of the Company.

36.4. 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.

36.5. 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.

36.6. 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".

### **37. COMPANY'S CONTACT DETAILS**

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

**Correspondence Address:**

Moheli Corporate Services Ltd, P.B. 1257 Bonovo Road, Fomboni, Comoros, KM.

**Customer Service:** Email: [support@primeindex.com](mailto:support@primeindex.com)