

# FXPRIMUS CLIENT AGREEMENT



## 1. INTRODUCTION

1.1 Primus Markets INTL Ltd (the “FXPRIMUS” or “Company”) is an International Investment Firm (the “IF”) incorporated in the Republic of Vanuatu with Company Number 14595.

1.2 The Company is authorised and regulated by the Vanuatu Securities and Exchange Commission (the “VFSC”), with a Dealer in Securities Principal License (the “License”) granted by the Minister of Finance and Economic Management of Vanuatu. The foundations of the services offered to Clients are based on the License of the Company.

1.3 The Company is trading under the FXPRIMUS trade name and through the domain names [www.fxprimus.com/vu](http://www.fxprimus.com/vu) and [www.integritas.asia](http://www.integritas.asia).

## 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 both that it has opened an Account on his behalf and that 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 The Client acknowledges that he has read, fully understood and accepted the contents of this Agreement together with the Privacy Policy and Risks Disclosure Statement 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 the Republic of Vanuatu.

“**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 bank account maintained by the Company, or other parties designated for this purpose by the Company, for the 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 the Company, or into other parties designated for this purpose by the Company, and that is derived from calculations based on relevant activity and status. Client Money is held in a fiduciary capacity by the Company on behalf of the Client. As per the aforesaid, it is calculated, based on relevant activity and status, as money deposited by the Client in the Account, plus or minus any unrealized or realised profit or loss, plus or minus any amount that is payable by the Company to the Client and vice versa, and minus any amount committed/owed/lost to other third parties in the process of the Company’s offering of services to the client.

“**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 non-physically-deliverable 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**” or “**Business Introducer**” 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.

“**Money Manager**” shall mean any financial institution or advisor or legal or natural person obtaining remuneration from the Company and/or Clients for transmitting Client’s orders to the Company for execution and/or acting otherwise on behalf of the Client in the business relationship with the Company.

“**Leverage**” shall mean the ratio in respect of Transaction size and initial Margin. 1:500 ratio means that in order to open a position, the initial Margin is five (5) hundred times less than the Transactions size.

“**Margin**” shall mean the necessary guaranteed funds requested to open a position. This is calculated as follows:

$$\text{Lots traded} * \text{Contract size} / \text{Leverage}$$

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.

“**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 The Company is authorised by VFSC to provide investment services as a Principal Dealer in Securities. The Client confirms he understands and accepts that, when the Company is arranging to offer or perform any of its services to a Client, may critically depend in doing so on other third parties involved in the relevant operation/dealings.

4.2 The Client confirms that, he understands and accepts all the risks resulting from the latter operation/dealings with third parties, including but not limited to the risk of default of any such third party and any possible such consequences to the Client, Client Money, Client Personal Data or any other form of Client interests whatsoever.

4.3 The Client confirms that, the Company is not responsible in any way whatsoever of any default of any such third party and of any resulting consequences (including loss) of such default on the Client, Client Money, Client Personal Data or any other form of Client interests whatsoever.

4.4 By agreeing to this present Agreement, the Client irrevocably accepts all risks of any default of any such third party and of any resulting consequences, as per the aforesaid.

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 the Company’s 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 understands and acknowledges that this information is addressed to the general public or broad group(s) of recipients, and is a product derived from third party information for the the Client to read and use at her sole discretion. Therefore, the Client confirms and accepts that, the Company does not bear any responsibility for any Transactions carried out by the Client.

4.7 The Client understands and accepts that, he is solely responsible for any investment strategy, transaction or investment the Client enters into, and for any activities and/or outcomes occurring as a result of an authorized, by the Client, third party acting on behalf of the Client in any business relationship with the Company.

4.8 The Company may choose at its discretion to obtain information about your knowledge and experience in the investment field. We shall assume that information about your knowledge and experience is accurate and shall bear no responsibility of any relevant outcome if such information is inaccurate or there were changes without informing us.

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 Company offers a Prepaid MasterCard. You are fully aware that FXPRIMUS merely acts as an agent in the service described under FXPRIMUS Prepaid MasterCard, enabling the Client to enter into direct business terms with the MasterCard Issuer. Once the Client follows the link embedded on the Company's website and accepts the business terms of the MasterCard Issuer, the prepaid MasterCard services will be provided from a secured server hosted by the MasterCard Issuer and may not be subject to control by the Company or any government regulation equal in standard and/or scope to the one we adhere to.

4.11 The Company may, from time to time in its absolute discretion, withdraw the whole or any part 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 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.

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 debit;
- In certain cases, price changes may be so drastic that the Client's positions may be closed with out 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; and
- 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.

## 7. RISK WARNING

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

- is highly speculative;
- carry a high level of nancial risk, as they are subject to excessive price fluctuations which may cause substantial losses;
- 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; and
- 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 the Company 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 The Company 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 or 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 / KYC

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 her 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 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 dates, 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.

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. In certain circumstances the Company can accept a deposit in a total amount of 10.000 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.

8.6 FXPRIMUS offers its Clients "negative balance protection". This means that traders cannot lose more than the overall size of their investment. In this respect, the Company will bear the costs associated with settling the negative Account balances to NIL.

8.7 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.

8.8 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.



8.9 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.

8.10 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.

8.11 The Client confirms that, he understands and accepts that, the Company, when arranging to offer or perform any of its services to a Client, may critically depend in doing so on other third parties involved in the relevant operation/dealings.

8.12 The Client accepts and irrevocably permits the Company to share any Client's Personal Data given to the Company (i.e. KYC / Know Your Client information, etc.) with other third parties involved in the relevant operation/dealings, as aforementioned, when and as deemed required by the Company and at the Company's full discretion. Further details of how we process personal data are specified in our Privacy Policy available on our website.

## 9. CLIENT'S CONSENTS

9.1 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.

9.2 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 positions 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.

9.3 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.

## 10. INTEREST

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

10.2 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 in the bank accounts of the Company or of any other parties designated for this purpose by the Company.

## 11. FEES, COSTS AND CHARGES

11.1 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.

11.2 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.

11.3 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.

11.4 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 nonexecution 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.

11.5 Fees might also be applicable for the withdrawals and the online card payment as stipulated on the respective pages of the Company's website.

11.6 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.

## 12. DORMANT, INACTIVE AND ARCHIVING POLICY

12.1 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.

12.2 Accounts that remain Dormant for a period of more than six months will 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.com](mailto:support@fxprimus.com)

12.3 All remaining bonuses and promotion credits will be automatically removed from Dormant Accounts.

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

12.5 The Company will be charging an initial fee of USD30 ( or the equivalent of USD 30 for Accounts denominated in currencies other than the USD ) 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 ( or the equivalent of USD10 for Accounts denominated in currencies other than the USD ).

12.6 Accounts that remain inactive for a period of more than 6 months will 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 Inactive Account administrative fee for closed Accounts. To reactivate such an Account please contact our Back Office directly at support@fxprimus.com

12.7 All remaining bonuses and promotion credits will automatically removed from Inactive Accounts

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

## **13. INTRODUCTION OF CLIENTS FROM INTRODUCING BROKER**

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

13.2 The Company 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.

13.3 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.

13.4 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 bind in any way the Company.

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

14.1 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.

14.2 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.

14.3 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.

## 15. COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY – CLIENT’S ORDERS

15.1 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.

15.2 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.

15.3 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.

15.4 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”

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

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

15.12 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.

15.13 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.

15.14 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.

15.15 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.

15.16 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.

15.17 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).

15.18 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.

15.19 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.

15.20 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.

## 16. TRANSFER OF FUNDS

16.1 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.

16.2 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.

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

16.4 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.

16.5 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.

16.6 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 Vanuatu legislations.

16.7 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.

16.8 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.

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

16.10 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.

## 17. ANTI-MONEY LAUNDERING PROVISIONS

17.1 According to Prevention and Suppression of Money Laundering Activities regulations applicable to the Company, 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. The Company 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.

17.2 The Company has the right to terminate the Agreement with the Client immediately, to report the Client to applicable authorities if deemed required, and to prohibit the Client from withdrawing any of its assets if the explanations provided are deemed inadequate and/or anything in this regard raises money laundering or terrorist financing suspicion.

## 18. PROHIBITED TRADING

18.1 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, the act of "flooding" of our servers with an excessive amount of pending orders, excessive logins, "picking" and "sniping" or the use of certain automated trading systems or Expert Advisors, without notice.

18.2 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.

18.3 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 Fixed or Variable Spreads and may require the Client to move under an ECN premier Spread type Account.

18.4 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.

## 19. SWAP, CFD EXPIRATION AND SWAP-FREE ACCOUNTS

19.1 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.

19.2 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 reinstate her closed positions.

19.3 Swap-Free (Islamic) Accounts are generally offered to our Clients of Muslim faith. A swap-free Account precludes the Account from either being credited or debited swap interest at the end of each trading session. 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 5 trading days. The Company will notify the Client within 24 hours of removal of the swap-free designation, but is not required to notify the Clients of such removal.

## 20. CLIENT COMPLAINTS

20.1 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.com](mailto:support@fxprimus.com). 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.com](mailto:complaints@fxprimus.com). The Client must inform the Company immediately if an incorrect Transaction appears on his Account.

20.2 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.

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

20.4 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.

20.5 Clients shall contribute to the Company, in handling of Client's claims, by providing the Company 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.

20.6 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.

## 21. REJECTED COMPLAINTS

21.1 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.

21.2 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 does not exist.

21.3 The Company 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.

## 22. USE OF THE IT SYSTEM

22.1 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 actions to ensure that he is able to access any communications that may be sent to him.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

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

22.7 The Client hereby assumes all liability arising in connection with technical access to the Company's services.

22.8 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.

## 23. RECORDING OF CONVERSATIONS

23.1 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.

23.2 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.

23.3 The Company may provide copies of such recordings of telephone calls to a regulatory authority of a competent authority, without informing the Client.

23.4 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.

## 24. OUTSOURCING

24.1 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.

## 25. RIGHT OF SET-OFF

25.1 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.

## 26. GENERAL PROVISIONS

26.1 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. 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.

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

## 27. AMENDMENTS

27.1 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; to this end the Company will ensure to have visible in its Business Terms the date of the most recent amendments made. See also terms applicable in section "Acknowledgements" of this present agreement.

## 28. TERMINATION

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

28.2 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.

28.3 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.

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

28.5 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.

28.6 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.

28.7 The Company has the right to subtract all above pending obligations from the Client Account. The termination of this Agreement does not influence in any way the rights, contractual provisions, commitments, obligations and liabilities of either party.

## 29. FORCE MAJEURE EVENT

29.1 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.

29.2 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.

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

## 30. GOVERNING LAW AND JURISDICTION

30.1 The relationship between the parties shall be governed solely by and construed solely in accordance with the laws of the Republic of Vanuatu and in particular to the CHAPTER 70 of the PREVENTION OF FRAUD (INVESTMENTS) QR 9 of 1971 /QR 3 of 1978 /Act 10 of 1988.

30.2 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.

## 31. DECLARATION

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

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

31.3 By accepting this Agreement, the Client declares that he has read, understood and accepted all the information provided in, or linked/directed to/by, this present Agreement as updated from time to time on the Company's website.

31.4 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.

31.5 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.

31.6 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".

## 32. COMPANY'S CONTACT DETAILS

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

Correspondence Address: Govant Building, BP 1276, Port Vila, Vanuatu  
Customer Service  
Phone: +883510080975  
E-mail: support@fxprimus.com

**Primus Markets INTL Ltd**

**Customer Service**

**Phone: +883510080975**

**E-mail: [support@fxprimus.com](mailto:support@fxprimus.com)**

**Client Agreement**

**April 2019**