



# Account Opening Agreement





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## **CLIENT Agreement**

This Agreement constitutes a legal contract between EXEPRIME Ltd, a company incorporated under the laws of Saint Lucia, with its registered office located at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia, and having Registration No. 2023 - 00182 (hereinafter referred to as "EXEPRIME", "we", or "us"), and the individual or entity executing this document (hereinafter referred to as the "CLIENT", "you", or "your"). This Agreement governs the relationship between EXEPRIME and the CLIENT, including any rights, obligations, and responsibilities under the terms herein.

Together with our Risk Disclosure Statement and Privacy Statement, this document constitutes the terms and conditions under which EXEPRIME will conduct business with its CLIENT's. It outlines the respective rights and obligations of both parties concerning the services provided. By accepting these terms and completing the application form, the CLIENT agrees to be bound by the terms set forth herein.

In connection with the opening of an account with EXEPRIME for the purpose of speculating, purchasing, and/or selling Forex, Contracts for Differences (CFDs), including commodities, metals, currencies, indices, and cryptocurrencies, as well as the receipt of any other services or products EXEPRIME may, at its sole discretion, offer in the future, the CLIENT acknowledges that they have been advised of and fully understand the following factors regarding trading in the over-the-counter (OTC) market. This is in addition to the disclosures provided in the Risk Disclosure Statement.

EXEPRIME provides services for trading CFDs in OTC markets, and by entering into this agreement, the CLIENT agrees to the following rights and obligations, which govern the relationship between EXEPRIME and the CLIENT with respect to the purchase and sale of Forex, CFDs in commodities, currencies, metals, indices,

cryptocurrencies, and any other services or products EXEPRIME may offer now or in the future.

## **Important Notices**

Over-the-counter (OTC) trading refers to transactions that occur directly between parties, outside the framework of a regulated exchange. As such, there are no assurances regarding the creditworthiness of the counterparty involved in trading Foreign Exchange (Forex), Contracts for Difference (CFDs), and cryptocurrencies. Additionally, there may be instances where liquidity decreases, leading to the suspension of trading in Forex, CFDs, commodities, currencies, metals, indices, and cryptocurrencies. This reduction in liquidity could prevent the closing of unfavorable positions, potentially resulting in significant financial losses.

EXEPRIME does not provide investment advice. The market recommendations, trading signals, information, tools, and educational materials provided or distributed by EXEPRIME are for general informational purposes only and are based on the judgment of EXEPRIME's personnel or third-party information providers. These recommendations may or may not align with the market positions or intentions of EXEPRIME, its affiliates, or employees.

The information and market recommendations provided by EXEPRIME are based on sources deemed reliable. However, EXEPRIME cannot and does not guarantee the accuracy or completeness of this information, nor can it assure that following such recommendations will eliminate the inherent risks associated with trading Forex, CFDs, and cryptocurrencies. Any market recommendations or information provided by EXEPRIME should not be interpreted as an offer or solicitation to buy or sell any OTC transaction.

The CLIENT acknowledges and agrees that they are fully capable of and solely responsible for assessing the merits and risks of any trade they may enter into with EXEPRIME. The CLIENT understands that EXEPRIME does not allow its

representatives to exercise discretion or manage an OTC account on behalf of the CLIENT. If the CLIENT's account is being traded without their authorization, they must notify EXEPRIME immediately.

EXEPRIME's margin policies, as well as those of any banks or clearing houses through which trades are executed, may require the provision of additional funds to maintain the appropriate margin levels for the CLIENT's account. The CLIENT is obligated to meet such margin requirements promptly. Failure to do so may result in the liquidation of open positions, potentially leading to a financial loss. EXEPRIME reserves the right to refuse any order.

The CLIENT understands that they must carefully review the trading reports posted online by EXEPRIME. All reports of execution and account statements will be considered final unless the CLIENT raises an objection within two business days of posting. Any objections may initially be communicated by email or phone but must be confirmed in writing.

EXEPRIME may set rules and provisions related to CLIENT accounts, including but not limited to minimum account sizes, investment periods, commissions, fees, leverage limits per instrument, markups, stop loss and limit orders, rollover rules, margin call rules, or other financial arrangements. EXEPRIME reserves the right to modify these rules and provisions periodically.

The CLIENT affirms that they have read and understand their obligations and rights under this CLIENT Agreement, which, along with the Risk Disclosure Statement and Privacy Statement, constitutes the terms of the CLIENT's relationship with EXEPRIME. The CLIENT agrees that they are fully responsible for all decisions related to transactions executed for their account. The CLIENT has considered the factors outlined above and, based on their current and anticipated financial resources, is willing and able to assume the significant financial risks associated with OTC trading.

**IT IS THE CLIENT'S RESPONSIBILITY TO OBTAIN ALL RELEVANT INFORMATION REGARDING TRADING IN FOREX, CFDs, AND CRYPTOCURRENCIES, AS WELL AS EXEPRIME'S TERMS AND CONDITIONS. THE CLIENT SHOULD ENSURE THAT ALL RISKS AND ARRANGEMENTS ARE FULLY UNDERSTOOD BEFORE ENGAGING IN ANY TRADING ACTIVITY.**

## **Terms & Conditions**

### **1. Terms and Headings**

- 1.1 "EXEPRIME" shall, where the context permits or requires, be interpreted to mean EXEPRIME Ltd., its subsidiaries, affiliates, and their respective successors and assigns.
- 1.2 "CLIENT" shall refer to the individual or entity (or entities) that have agreed to adhere to the terms and conditions outlined in this Agreement.
- 1.3 "Agreement" shall encompass this agreement as well as any and all other agreements and authorizations executed by the CLIENT in relation to the maintenance of the CLIENT's account with EXEPRIME.
- 1.4 The paragraph headings in this Agreement are included solely for ease of reference and shall not be construed to limit the scope or alter the meaning of any of its provisions.

### **2. Information about EXEPRIME**

- 2.1 EXEPRIME Ltd, a company incorporated under the laws of Saint Lucia, with its registered office located at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia, and having Registration No. 2023 - 00182

### **3. Categorization**

- 3.1 It is the policy of EXEPRIME to classify all CLIENTs as retail CLIENTs, regardless of any categorizations that may exist in the CLIENT's country of residence.

### **4. Communication**

- 4.1 The primary method of communication between EXEPRIME and the CLIENT will be electronic, through EXEPRIME's website and online trading platforms.
- 4.2 Information regarding orders placed and executed will be provided directly to the CLIENT through their specific account.
- 4.3 However, certain information, such as general market recommendations, will be made available on our website. The CLIENT hereby consents to receiving such information in this general form, rather than personally addressed to the CLIENT.
- 4.4 All written communications from EXEPRIME to the CLIENT will be delivered in English regardless of the language selected during the account registration process on our website. This includes but is not limited to, account statements, notifications, and any other correspondence related to the CLIENT's account.



## **5. Authorisation to Trade**

- 5.1 EXEPRIME is authorized to engage in over-the-counter transactions involving Foreign Exchange (Forex), Contracts for Difference (CFDs), and cryptocurrencies with the CLIENT, in accordance with the CLIENT's instructions, whether given orally, in writing, or through electronic means. This authorization is subject to the terms outlined in this Agreement and any annexes or addendums associated with it.
- 5.2 Upon the completion of the application form by the CLIENT, EXEPRIME will provide the CLIENT with a secure password, which must be used in conjunction with the chosen username. This secure login combination will grant the CLIENT access to their account and EXEPRIME's online trading platforms. The CLIENT is responsible for maintaining the confidentiality of both the username and password to ensure the security of their account.
- 5.3 EXEPRIME's security systems are designed to ensure that all information exchanged between EXEPRIME and the CLIENT is securely transmitted. The CLIENT is responsible for maintaining the confidentiality of their password and is solely accountable for preventing unauthorized access to their account or EXEPRIME's trading platforms. The CLIENT must take all necessary precautions to safeguard their login credentials and ensure that third parties do not gain access to their account or engage in any trading activity on their behalf.
- 5.4 The CLIENT agrees to take full responsibility for any instructions received electronically that are identified with their password and account number. This includes any electronic, oral, or written instructions directed to EXEPRIME by

individuals whom EXEPRIME, in its sole discretion, deems to be apparently authorized by the CLIENT. The CLIENT acknowledges that EXEPRIME is entitled to act on such instructions, and the CLIENT will be held liable for any resulting actions or consequences. It is the CLIENT's responsibility to ensure that only authorized individuals have access to their account credentials and can provide instructions on their behalf.

- 5.5 If the CLIENT's account is held as a joint account, EXEPRIME is authorized to act on the instructions of any one of the account holders, without requiring further verification. This includes all matters related to trading activities within the account, as well as the management and disposition of any assets held within the account. Each account holder acknowledges and agrees that EXEPRIME is entitled to rely on the instructions provided by any individual listed on the account, and that such instructions will be considered binding, regardless of which account holder provides them.
- 5.6 EXEPRIME shall not be responsible for conducting any further inquiry into the apparent authority of individuals providing instructions on the account. EXEPRIME will not be liable for any consequences arising from actions taken or omitted based on such instructions or the apparent authority of those individuals. The CLIENT acknowledges that EXEPRIME is entitled to rely on the instructions of any person who appears to have the authority to act on behalf of the account, and accepts full responsibility for any resulting outcomes.
- 5.7 EXEPRIME reserves the right to require joint action by all account holders in relation to the management and activities of the account. Additionally, EXEPRIME may send all correspondence and documents related to the account to any one of the account holders in the case of a joint account. Each account holder acknowledges that this method of communication is deemed sufficient and that all account-related information will be considered properly

delivered, regardless of which account holder receives it.

- 5.8 EXEPRIME maintains control over the security of the account, whether it is held individually or as a joint account.
- 5.9 In the event of the death of one or more of the account holders of a joint account, EXEPRIME must be promptly notified in writing and provided with a certified copy of the death certificate. Any outstanding expenses or obligations associated with the account at the time of notification will be charged to the account. EXEPRIME reserves the right to take appropriate action in accordance with its policies, which may include temporarily suspending account activities or requiring additional documentation as necessary to update the account status.
- 5.10 Until EXEPRIME receives valid written notification regarding any changes to the ownership of a joint account, each account holder will be presumed to have an equal share in the account. This presumption will remain in effect unless EXEPRIME is provided with documentation that alters the ownership structure, such as a legal notice or other formal communication from the account holders.

## **6. Appropriateness Of Trading**

- 6.1 Although EXEPRIME provides general market recommendations, these should not be interpreted as personalized recommendations or investment advice specifically encouraging the CLIENT to trade with EXEPRIME. EXEPRIME is not obligated to evaluate the suitability or appropriateness of the CLIENT's decision to engage in trading Foreign Exchange (Forex), cryptocurrencies, and Contracts for Difference (CFDs) with EXEPRIME. Any trades executed by the

CLIENT represent an independent decision made by the CLIENT to engage in trading activities with EXEPRIME, and the CLIENT assumes full responsibility for those decisions.

## **7. Governmental Counter-Party Institution and Interbanking System Rules**

- 7.1 All transactions conducted under this Agreement will be carried out in accordance with the established practices, rulings, and interpretations of the counterparty institution or any relevant interbank market, including its clearing organization, if applicable. Additionally, all transactions will comply with the relevant laws, regulations, and industry standards that govern such activities. EXEPRIME and the CLIENT agree to adhere to these rules and ensure that all actions taken in relation to the account are consistent with these legal and regulatory requirements.
- 7.2 In the event that any new statute is enacted, or any rule or regulation is introduced by a governmental authority, contract market, or clearing organization that is binding upon EXEPRIME and affects or conflicts with any provisions of this Agreement, the affected provisions will be automatically modified or replaced, as necessary, to align with the applicable statute, rule, or regulation. Despite such modifications, all remaining provisions of this Agreement, along with those that have been modified, will continue to remain in full force and effect, unless explicitly stated otherwise. EXEPRIME and the CLIENT agree to abide by such changes as mandated by relevant legal or regulatory authorities.
- 7.3 The CLIENT acknowledges that all transactions conducted under this Agreement are subject to the regulatory requirements previously outlined. The CLIENT further understands and agrees that compliance with these regulatory

requirements does not grant them any independent legal or contractual rights beyond those specified in this Agreement. EXEPRIME retains the right to act in accordance with applicable laws and regulations, and the CLIENT agrees to adhere to these terms without assuming additional rights or privileges under such regulatory framework.

## **8. Margins And Deposit Requirements**

- 8.1 The CLIENT agrees to provide and maintain with EXEPRIME the required margin in amounts and forms determined at EXEPRIME's sole discretion. EXEPRIME may adjust these requirements as necessary based on market conditions or the nature of the CLIENT's trading activity. The CLIENT acknowledges their obligation to promptly meet these margin requirements to ensure the continued operation of their account and prevent any adverse actions, such as the liquidation of positions, due to insufficient margin.
- 8.2 The margin requirements set by EXEPRIME may differ from those imposed by the banks, brokers, or other financial institutions with which trades are executed. These margin requirements may be higher or lower, depending on the specific circumstances, market conditions, or the nature of the instruments being traded.
- 8.3 EXEPRIME reserves the right to modify margin requirements at any time, based on factors such as market conditions, volatility, or changes in trading activity. The CLIENT acknowledges that EXEPRIME may adjust these requirements as necessary to manage risk or ensure the integrity of trading positions. Such changes may be implemented without prior notice, and the CLIENT is responsible for ensuring their account maintains sufficient margin in accordance with any revised requirements.

- 8.4 The CLIENT agrees to promptly deposit any additional margin required by EXEPRIME through immediate wire transfer or another payment method deemed acceptable by EXEPRIME. The CLIENT is obligated to meet all margin calls in a timely manner, using the method of transmission designated by EXEPRIME at its sole discretion. This may include specific instructions regarding the transfer or deposit of funds, and the CLIENT acknowledges the importance of adhering to these requirements to ensure the continued operation of their account and avoid potential liquidation of positions.
- 8.5 EXEPRIME reserves the right to liquidate the CLIENT's account at any time, should the circumstances warrant such action. In the event that EXEPRIME does not immediately exercise its rights under this Agreement, such inaction shall not be construed as a waiver of its right to enforce those rights at a later time. The CLIENT acknowledges that EXEPRIME retains the authority to take action as necessary to protect its interests, including the liquidation of positions or the entire account, and that failure to act promptly in one instance does not preclude EXEPRIME from exercising its rights in the future.
- 8.6 EXEPRIME reserves the right to impose limits on the amount and/or total number of open positions the CLIENT may acquire or maintain with EXEPRIME. Additionally, EXEPRIME may increase margin requirements in anticipation of earnings reports, news events, or other market-moving developments, either with or without prior notice. These adjustments may occur before, during, or after such events, or at any other time that EXEPRIME deems necessary, in its sole discretion, to manage risk or protect the integrity of the account. The CLIENT agrees to comply with any such limitations or adjustments as determined by EXEPRIME.

- 8.7 Orders must be submitted with adequate time to ensure proper execution and to allow for the calculation of any margin requirements. The CLIENT is responsible for placing orders in a timely manner, ensuring that EXEPRIME has sufficient time to process the order and assess any necessary margin adjustments before the trade is executed. Failure to allow for this processing time may result in delays or insufficient margin coverage, which could affect the execution of the order or the CLIENT's account. Profits deriving from a transaction shall be added to the CLIENT's account as an additional margin, as long as the transaction is open, and upon the closing of the transaction, as an addition to the available balance for withdrawal.
- 8.8 Any losses arising from a transaction will be deducted from the CLIENT's account. While EXEPRIME provides negative balance protection to the CLIENT, the CLIENT acknowledges that, in the event of a transaction resulting in a loss that exceeds the available balance in their account, EXEPRIME reserves the right to deduct the corresponding amount from the CLIENT's account or take other necessary actions to ensure the account is in compliance with margin requirements. EXEPRIME's negative balance protection ensures that the CLIENT's liability will not exceed the funds available in their account, but the CLIENT remains responsible for any outstanding obligations under this Agreement.

## 9. Bonuses

- 9.1 EXEPRIME may, at its sole discretion, decide to offer a benefit to the CLIENT by crediting bonus amounts to the CLIENT's trading account, subject to specific terms and conditions established by EXEPRIME. The CLIENT acknowledges that such bonus amounts cannot be withdrawn unless the CLIENT fulfills the applicable trading requirements, which are posted on EXEPRIME's website and may be amended periodically or communicated directly to the CLIENT. Additionally, the terms and conditions for each individual bonus may vary, and it is the CLIENT's responsibility to review the specific requirements for any bonus they receive. Each bonus will be governed by its own set of conditions, which the CLIENT must comply with in order to access or withdraw the bonus amounts if applicable.
- (i) If EXEPRIME suspects or has reason to believe that the CLIENT has engaged in fraudulent activity to obtain a bonus or any other promotional offer, EXEPRIME reserves the right to take immediate action. Such actions may include, but are not limited to, the suspension or cancellation of the bonus or promotion, the reversal of any funds credited to the CLIENT's account, and the termination of the CLIENT's access to their account or trading services. The CLIENT acknowledges that engaging in fraudulent behavior or attempting to manipulate promotions is a violation of EXEPRIME's terms and conditions and may result in severe consequences, including account closure and forfeiture of any funds involved. Cancel or reject the bonus promotion, and any related Trading Agent bonus, at its sole discretion,
- 9.2 If EXEPRIME suspects or has reason to believe that the CLIENT has abused the terms and conditions of a bonus offer by engaging in hedging practices, either internally (through other trading accounts held with EXEPRIME) or externally



(through other trading accounts held with other brokers), EXEPRIME reserves the right to take corrective action. This may include, but is not limited to, the cancellation of any bonuses granted to the CLIENT, as well as the nullification of any trades or profits associated with the CLIENT's account(s). EXEPRIME further reserves the right to close any open positions, reverse any related transactions, and impose additional penalties or restrictions on the CLIENT's account in accordance with its policies. The CLIENT acknowledges that such actions are taken to protect the integrity of EXEPRIME's promotional offers and trading activities, and any attempts to exploit or manipulate these offers will result in the forfeiture of bonuses and potential account suspension or termination. Bonus promotions may be restricted in certain jurisdictions.

- 9.3 EXEPRIME reserves the right, at its sole discretion, to cancel, modify, or reject any bonus promotions offered to the CLIENT. This right includes the authority to discontinue or alter the terms of any promotion at any time, without prior notice, for reasons including, but not limited to, changes in market conditions, or suspected misuse of the promotion. The CLIENT acknowledges and agrees that EXEPRIME may exercise this right at its discretion, and any bonus promotions may be revoked or adjusted accordingly.

## **10. CLIENT Assets**

- 10.1 EXEPRIME does not pay interest on CLIENT funds deposited by the CLIENT into their trading account. The CLIENT acknowledges that any funds deposited with EXEPRIME are held for the purpose of facilitating trading activities and are not subject to interest accrual. EXEPRIME makes no guarantees regarding the generation of interest on such deposits, and any funds held in the CLIENT's account will not earn interest unless explicitly stated otherwise in separate agreements or promotional offers.

- 10.2 All funds, securities, currencies, and other property of the CLIENT, which EXEPRIME or its affiliates may, at any time, be holding for the CLIENT (whether individually, jointly with others, or as a guarantor of the account of another person), or which may be in EXEPRIME's possession, control, or carried on its books for any purpose, including safekeeping, will be held by EXEPRIME as collateral. These assets will be subject to a general lien and a right of set-off for any outstanding liabilities the CLIENT owes to EXEPRIME. This applies regardless of whether EXEPRIME has provided any advances in relation to the securities, commodities, currencies, or other property, and is applicable irrespective of the number of accounts the CLIENT holds with EXEPRIME. EXEPRIME may exercise its right to retain, liquidate, or apply these assets to cover any debts or obligations owed by the CLIENT to EXEPRIME.
- 10.3 EXEPRIME reserves the right, at its sole discretion, to apply and/or transfer any or all funds or other property belonging to the CLIENT between the CLIENT's accounts at any time, and from time to time, without prior notice to the CLIENT. This action may be taken to address account balances, margin requirements, or any other operational or risk management purposes deemed necessary by EXEPRIME. The CLIENT acknowledges and agrees that EXEPRIME has the authority to move funds or assets between accounts in accordance with its policies, and that such transfers may be made without providing prior notification to the CLIENT.
- 10.4 The CLIENT hereby grants EXEPRIME the right to pledge, re-pledge, hypothecate, invest, or loan any securities or other property of the CLIENT held by EXEPRIME as margin or collateral, either separately or in conjunction with the property of other CLIENTs. This right includes the ability to pledge or

re-pledge such assets to EXEPRIME itself as the broker, or to third parties, as deemed necessary for any purposes related to EXEPRIME's operations, including but not limited to securing financing or facilitating transactions. The CLIENT acknowledges that EXEPRIME may exercise these rights in accordance with its standard business practices and policies, and that these actions are taken to support margin and security requirements.

- 10.5 EXEPRIME shall not be obligated at any time to deliver to the CLIENT the exact same property that was delivered to or purchased by EXEPRIME for any account held by the CLIENT. EXEPRIME may, at its discretion, deliver securities, commodities, currencies, or other property of equivalent type or value, or may liquidate such assets and provide the equivalent in cash or other forms of settlement, as deemed appropriate by EXEPRIME. The CLIENT acknowledges that the assets held by EXEPRIME on behalf of the CLIENT may not be identical to those initially purchased or delivered, and EXEPRIME will satisfy its obligations in accordance with applicable market practices and its internal policies.
- 10.6 This authorization shall apply to all accounts held by EXEPRIME on behalf of the CLIENT and shall remain in full force and effect until all obligations under these accounts are fully satisfied by the CLIENT. EXEPRIME may, at its discretion, continue this authorization unless the CLIENT provides a written notice of revocation. Such revocation must be sent by EXEPRIME from its home office, and will take effect as specified in the notice, subject to the completion of any outstanding transactions, margin requirements, or liabilities associated with the CLIENT's accounts. The CLIENT acknowledges that this authorization will remain valid for the duration of their relationship with EXEPRIME unless formally revoked in accordance with the terms outlined herein.

- 10.7 Any failure or delay by EXEPRIME to exercise or enforce its rights under this Agreement shall not be construed as a waiver of such rights, nor shall it prevent EXEPRIME from subsequently exercising or enforcing those rights in the future. EXEPRIME retains the full discretion to enforce its rights at any time, regardless of previous inaction or failure to act in a particular instance. The CLIENT acknowledges that EXEPRIME's decision not to immediately enforce a right does not imply that the right has been waived or relinquished.
- 10.8 EXEPRIME is irrevocably appointed as the CLIENT's attorney-in-fact and is granted the authority, without prior notice to the CLIENT, to execute and deliver any documents, provide any notices, and take any actions deemed necessary or desirable by EXEPRIME to protect and evidence EXEPRIME's interests with respect to any collateral. This includes, but is not limited to, the execution, delivery, and filing of financing statements or other documents necessary to perfect or protect EXEPRIME's security interests. The CLIENT acknowledges and agrees that EXEPRIME may take such actions on their behalf, and such actions shall be binding, as if directly undertaken by the CLIENT themselves.
- 10.9 In the event that the collateral, as determined by EXEPRIME, is ever deemed insufficient to cover the CLIENT's indebtedness or any other obligations to EXEPRIME, including the requirement to maintain margin under this Agreement, the CLIENT agrees to promptly pay the full amount of the deficit upon demand. This obligation applies regardless of whether the insufficiency arises from changes in the value of the collateral or any other factors affecting the CLIENT's account. The CLIENT acknowledges that EXEPRIME may require immediate payment to cover any shortfall and agrees to fulfill this payment obligation promptly.

### **Default of Credit Institution and Monitoring:**

- 10.9.1 In the event of a default by any credit institution appointed by EXEPRIME, EXEPRIME shall not be held responsible for, nor liable to the CLIENT for, any losses incurred as a result of such default. This includes but is not limited to, losses arising from the failure of the credit institution to meet its obligations or any other financial instability that may affect the CLIENT's funds or positions. The CLIENT acknowledges and accepts that EXEPRIME is not liable for any consequences or financial losses resulting from the default of a third-party credit institution.
- 10.9.2 However, EXEPRIME conducts thorough and ongoing risk assessments of the credit institutions it appoints to ensure that they are reliable and secure repositories for CLIENT funds. These assessments are performed regularly to evaluate the financial stability, creditworthiness, and operational integrity of the institutions, aiming to minimize potential risks to the CLIENT's assets. While EXEPRIME makes every effort to select and monitor institutions that meet stringent safety standards, the CLIENT acknowledges that EXEPRIME is not liable for any losses arising from unforeseen events or defaults by these third-party institutions.
- 10.9.3 Upon request, EXEPRIME will provide retail CLIENTs with details regarding the credit institutions it has appointed, including the names of these institutions and relevant CLIENT account information. This information will be made available to CLIENTs to ensure transparency and allow the CLIENT to verify the security of their funds. EXEPRIME will provide such details in accordance with its policies and any applicable legal requirements while ensuring that CLIENT privacy and confidentiality are maintained.
- 10.10 If the CLIENT does not wish for EXEPRIME to deposit their funds with a particular credit institution, EXEPRIME will promptly return the funds to the

CLIENT. This will be done as soon as reasonably possible, in accordance with EXEPRIME's procedures and applicable regulations.

- 10.11 The CLIENT, by engaging in trading on the EXEPRIME Direct platform, acknowledges and agrees to transfer full ownership of the funds used to meet the required margin to EXEPRIME. These funds will be used for the purpose of securing or otherwise covering the margin obligations related to the CLIENT's trading activities. Consequently, once these funds are deposited as margin, they will no longer be considered the CLIENT's property and will be treated as collateral by EXEPRIME. The CLIENT understands and accepts that EXEPRIME has the right to retain and use these funds to satisfy any margin requirements, and that such funds may not be available for withdrawal until the CLIENT's obligations under the platform are fully settled.
- 10.12 EXEPRIME will deposit the required margin as collateral with its liquidity provider(s) to secure the CLIENT's trading positions. These funds will not be registered in the CLIENT's name, as they are held specifically for margin purposes. Any funds deposited by the CLIENT that exceed the required margin will be treated as CLIENT funds and will be handled in accordance with EXEPRIME's CLIENT Asset Protection policies. These excess funds will remain under the CLIENT's ownership and may be available for withdrawal or other transactions, subject to EXEPRIME's terms and conditions.

## **11. Conflicts Of Interest**

- 11.1 EXEPRIME is required to maintain and implement effective organizational and administrative controls to identify, manage, disclose, and record any potential or actual conflicts of interest. EXEPRIME will take all reasonable steps to ensure that such conflicts are appropriately addressed. This includes establishing internal procedures to monitor, disclose, and mitigate conflicts, as well as maintaining detailed records of any identified conflicts and the steps taken to manage them.
- 11.2 If the arrangements made by EXEPRIME to manage conflicts of interest are deemed insufficient to reasonably ensure that the risks of harm to the CLIENT's interests will be prevented, EXEPRIME will provide clear and transparent disclosure to the CLIENT regarding the general nature and sources of the conflicts of interest. This disclosure will be made prior to undertaking any business or transactions on behalf of the CLIENT. EXEPRIME is committed to ensuring that the CLIENT is fully informed about any potential conflicts, allowing the CLIENT to make well-informed decisions with a clear understanding of any risks that may arise due to such conflicts.

## **12. Liquidation of Accounts and Payment of Deficit Balances**

### **12.1 In the event of**

- a) The death of the CLIENT or a judicial declaration of the CLIENT's incompetence or incapacity, as determined by a competent legal authority, which may affect the CLIENT's ability to manage their account or make decisions regarding their trading activities.
- b) The filing of a petition for bankruptcy, the submission of a petition for the appointment of a receiver, or the initiation of any insolvency, liquidation, or similar legal proceeding, either by or against the CLIENT, which may affect the CLIENT's financial status or ability to meet their obligations under this Agreement.
- c) The filing of an attachment or legal claim against any of the CLIENT's accounts held by EXEPRIME, which may result in a restriction or seizure of the CLIENT's assets or funds, impacting the CLIENT's ability to access or manage their account.
- d) Insufficient margin, or EXEPRIME's determination that any collateral deposited to secure one or more of the CLIENT's accounts is inadequate, regardless of the current market valuations or quotations, to effectively protect the account from potential losses or risks. EXEPRIME reserves the right to assess the adequacy of collateral at its discretion and may take action if the collateral does not meet the necessary requirements to maintain the security of the account.
- e) The CLIENT's failure to provide EXEPRIME with any requested information, documentation, or disclosures as required under this Agreement or



pursuant to any applicable laws, regulations, or regulatory requirements, which may hinder EXEPRIME's ability to comply with legal or operational obligations related to the CLIENT's account.

- f) Any abuse of trading practices, market manipulation, fraudulent activity, or other unlawful conduct by the CLIENT or by any individual authorized to access or use the CLIENT's account, including actions intended to exploit or circumvent EXEPRIME's systems, policies, or procedures. This includes, but is not limited to, practices such as insider trading, front-running, or other forms of manipulation that could adversely affect the integrity of the market or EXEPRIME's operations.
- g) Any other circumstances or developments that EXEPRIME deems necessary to safeguard its interests. In such cases, EXEPRIME, at its sole discretion, may take one or more of the following actions, or any combination thereof, to protect its operations, assets, or the integrity of its platform:
  - i. Satisfy any obligation the CLIENT may have to EXEPRIME, either directly or through a guarantee or suretyship arrangement, by utilizing any funds or property of the CLIENT that are in EXEPRIME's custody or control. This includes any funds held for margin, collateral, or other purposes, which EXEPRIME may use to fulfill the CLIENT's outstanding financial obligations. EXEPRIME retains the right to apply such funds or property as necessary to cover any liabilities or amounts due to EXEPRIME.
  - ii. Sell, purchase, or otherwise liquidate any or all currency contracts, securities, or other financial instruments held or carried on behalf of the CLIENT, in order to satisfy any outstanding obligations, margin

requirements, or other liabilities due to EXEPRIME. This action may be taken at EXEPRIME's discretion.

- iii. Cancel any or all outstanding orders, contracts, or any other commitments made on behalf of the CLIENT, including pending trades or financial arrangements, in order to manage risk or ensure compliance with margin requirements. EXEPRIME reserves the right to take such action at its discretion, should it deem it necessary to protect the interests of the CLIENT's account or EXEPRIME's operational integrity.

12.2 Any of the actions mentioned above may be executed by EXEPRIME without the need for a margin call or additional margin being requested, and without prior notice of any sale, purchase, or other action being provided to the CLIENT or the CLIENT's personal representatives, heirs, executors, administrators, trustees, legatees, or assigns. This applies regardless of whether the ownership interest in the account is solely held by the CLIENT or jointly with others. EXEPRIME has the authority to take these actions at its discretion, ensuring the protection of its interests and the proper management of the CLIENT's account.

12.3 The absence of prior demand or notice of sale or purchase shall not be construed as a waiver of EXEPRIME's right to sell or buy securities or assets at any time in the future without the requirement for additional demand or notice, as outlined above. EXEPRIME retains the right to take such actions without prior notification, and any previous actions taken by EXEPRIME in this regard shall not limit its ability to exercise these rights in the future.

12.4 In the process of liquidating the CLIENT's long or short positions, EXEPRIME may, at its sole discretion, choose to offset these positions within the same

settlement. Alternatively, EXEPRIME may initiate new long or short positions in order to establish a hedge, which it deems necessary or advisable to protect or reduce the risk associated with the existing positions in the CLIENT's account. EXEPRIME will make such decisions based on its judgment of market conditions, and such actions will be taken to safeguard both the CLIENT's account and EXEPRIME's interests.

- 12.5 Any sales or purchases under this Agreement may be carried out at EXEPRIME's discretion, based on its judgment, through any interbank or other exchange market where such transactions are typically conducted, or through a public auction or private sale. EXEPRIME has the authority to purchase the entire position or any portion of it, and such purchases may be made free from any right of redemption. EXEPRIME will determine the most suitable method of transaction, taking into account market conditions and the best interests of the CLIENT's account.
- 12.6 For the CLIENT's protection, if the equity or net liquidation value of the CLIENT's trading account falls below the Minimum Margin Requirement, EXEPRIME reserves the right to automatically close all of the CLIENT's open positions, regardless of whether the positions are currently at a profit or a loss. This action will be taken to ensure that the account remains in compliance with margin requirements and to prevent further risk or exposure. The CLIENT acknowledges and agrees that EXEPRIME may take such measures at its discretion to safeguard both the CLIENT's account and EXEPRIME's interests.
- 12.7 If the balance in the CLIENT's trading account falls below zero, the CLIENT is required to promptly notify EXEPRIME. Upon receiving such notification, EXEPRIME will take the necessary steps to nullify the account, which may

include closing positions and taking appropriate actions to resolve any negative balance.

- 12.8 Neither EXEPRIME nor any of its subsidiaries, affiliates, or agents shall be held responsible for any loss or damage resulting from the closure of positions in accordance with the procedures outlined above. The CLIENT acknowledges that EXEPRIME may take such actions to protect the account from further risk or to comply with margin requirements, and that EXEPRIME is not liable for any consequences, including losses, that may arise from such actions.
- 12.9 The CLIENT shall remain fully liable for the payment of any deficit balance in their account upon EXEPRIME's demand. In all instances, the CLIENT is responsible for any remaining deficiency in their account(s) in the event of liquidation, whether in whole or in part, either by EXEPRIME or by the CLIENT themselves. This includes any shortfall resulting from the sale or liquidation of positions, and the CLIENT agrees to promptly settle any outstanding balance owed to EXEPRIME.
- 12.10 In the event that EXEPRIME incurs any expenses, other than those related to the collection of deficit balances, in connection with the CLIENT's account(s), the CLIENT agrees to reimburse EXEPRIME for such expenses. This may include, but is not limited to, legal fees, administrative costs, or other charges incurred by EXEPRIME in the course of managing or servicing the CLIENT's account. The CLIENT acknowledges their responsibility to cover these costs promptly upon EXEPRIME's request.

## **13. Fees/Charges**

- 13.1 Fees associated with the services provided by EXEPRIME are detailed on the Trading Conditions and Charges page. This page outlines the specific fees, including any applicable charges for trading, account maintenance, and other services offered by EXEPRIME. The CLIENT is encouraged to review these terms carefully to understand the costs involved in their trading activities and account management.
- 13.2 The CLIENT acknowledges that EXEPRIME's revenue is primarily derived from the spread on each transaction. The spread is the difference between the bid price and the ask price of the quoted price for a given transaction. EXEPRIME's standard spreads for all instruments are clearly outlined on the Trading Conditions & Charges page, which the CLIENT is encouraged to review to understand the applicable costs associated with trading different instruments

- 13.3 EXEPRIME reserves the right to adjust the spreads on any or all instruments, at its sole discretion, at any time and without prior notice. These adjustments may be made in response to a variety of factors, including but not limited to market sentiment, news events, economic announcements, trading volumes, market volatility, or other internal and external influences. Such changes may be applied either on an individual CLIENT basis or to all CLIENTs simultaneously, depending on the circumstances. The CLIENT acknowledges and accepts that spreads may fluctuate based on these dynamic factors.
- 13.4 If the CLIENT requests a specific fee structure, a commission may be charged by EXEPRIME for opening and closing positions in Foreign Exchange (Forex), Contracts for Difference (CFDs), and cryptocurrencies. The applicable commission will be debited from the CLIENT's account at the time EXEPRIME opens or closes the relevant positions in these instruments. The CLIENT agrees to these terms and acknowledges that the commission will be automatically deducted as part of the transaction process.
- 13.5 In the event that EXEPRIME increases or introduces any new charges, the updated information will be posted on our website at a pre-determined time.
- 13.6 EXEPRIME may also charge for incidental banking-related fees, including but not limited to wire transfer fees for deposits and withdrawals, as well as fees associated with returned checks. These charges will be applied in accordance with the applicable banking institutions' fees and EXEPRIME's policies, and the CLIENT acknowledges responsibility for any such charges incurred during the course of their transactions.
- 13.7 In certain circumstances, additional fees may apply, including but not limited to charges for account statements, order cancellations, account transfers, or

fees imposed by any interbank agency, bank, contract market, or other regulatory or self-regulatory organizations. These fees may arise in connection with EXEPRIME's provision of services under this Agreement. The CLIENT acknowledges that such fees may be incurred as a result of EXEPRIME's activities and services, and agrees to be responsible for any such charges that may apply.

- 13.8 The CLIENT may incur additional charges for the purchase of optional, value-added services offered by EXEPRIME. These services may include premium features, enhanced account management tools, or other specialized services that go beyond the standard offerings. The CLIENT acknowledges that such fees will be applicable only if they choose to utilize these additional services.

### **13.9 ROLLOVERS, OVERNIGHT INTEREST:**

- 13.9.1 A daily financing charge may apply to each open position in Foreign Exchange (Forex), Contracts for Difference (CFDs), and cryptocurrencies at the close of EXEPRIME's trading day, as it pertains to those specific instruments.
- 13.9.2 If a financing charge is applicable, it may either be directly payable by the CLIENT to EXEPRIME or, depending on the type of Forex, CFDs, and cryptocurrencies and the nature of the position, paid by EXEPRIME to the CLIENT.
- 13.9.3 The method for calculating the financing charge will vary based on the type of Forex, CFDs, or cryptocurrencies involved. Additionally, the amount of the financing charge will fluctuate as it is linked to prevailing interest rates, such as the London Interbank Offered Rate (LIBOR).
- 13.9.4 The financing charge will be credited or debited (as appropriate) to the

CLIENT's account on the next trading day following the day to which it applies.

13.9.5 EXEPRIME reserves the right to modify the method for calculating the financing charge, adjust the financing rates, and/or alter the types of Forex, CFDs, and cryptocurrencies to which the financing charge applies.

13.9.6 For certain types of Forex, CFDs, and cryptocurrencies, the CLIENT may incur a commission fee when opening and closing positions. This commission will be debited from the CLIENT's account when EXEPRIME opens or closes the relevant positions in these instruments.

13.9.7 Trades in Contracts for Difference (CFDs) are linked to the market price of an underlying asset, which may include the market price of futures contracts. A few days prior to the expiration date of the underlying asset associated with the CFD, the base asset will be replaced with an alternative asset, and the CFD's quotation will be adjusted accordingly.

13.9.8 CFDs do not have a fixed expiration date and are designed to remain open until the position is closed by the CLIENT or EXEPRIME.

13.9.9 Trades in CFDs are continuous, and the underlying assets to which CFDs are linked may change periodically based on market conditions or other factors.

13.9.10 EXEPRIME reserves the right to determine which underlying asset is linked to any CFD, the timing of the replacement of the base asset, and the conditions under which such a replacement occurs.



- 13.9.11 Following the replacement of the base asset, the quotation of the CFD will be recalculated, and the CLIENT's account will be either credited or debited, depending on the difference in the quotation caused by the asset replacement. The adjustment will reflect any changes in the market value of the underlying asset.
- 13.9.12 The difference in quotations between the old and new base assets is influenced by the price differences in the market, including the bid and ask prices. This means that the revaluation of buy and sell transactions will result in varying values, reflecting the changes in market prices of the assets.
- 13.9.13 CLIENTs will incur costs associated with the spread between the old contract and the new contract when the underlying asset is replaced, as well as a standard overnight interest charge, if applicable, depending on the specific instruments involved.
- 13.9.14 In most cases, the debits associated with these changes (such as the spread cost and interest charges) will exceed the credits, leading to a net cost to the CLIENT for the replacement of the base asset.
- 13.9.15 Any open transaction held by the CLIENT at the close of the trading day, as determined by EXEPRIME, or over the weekend, will automatically be rolled over to the next business day to prevent the transaction from being automatically closed and physically settled.
- 13.9.16 The CLIENT acknowledges that, when such transactions are rolled over to the next business day, overnight interest may either be added to or subtracted from the CLIENT's account in relation to the specific transaction.
- 13.9.17 The amount of overnight interest will be determined by EXEPRIME from time to time, at EXEPRIME's sole discretion, based on the applicable market

conditions and interest rates.

13.9.18 The CLIENT hereby authorizes EXEPRIME to apply the overnight interest to or from the CLIENT's account for any open transactions that have accrued overnight interest. This adjustment will be made according to the applicable interest rate for the specific instrument involved and will occur each day at the time specified for collection on the trading platform, as applicable to each individual instrument.

13.9.19 Complete information regarding any applicable charges, including overnight interest and related fees, can be found on the Trading Conditions and Charges page on EXEPRIME's website.

## **14. Communications, Statements and Confirmations**

14.1 Reports, statements, notices, trade confirmations, and any other relevant communications will be made available online and may also be transmitted to the address provided by the CLIENT, which may be updated from time to time. Such address may be designated by the CLIENT through written or electronic communication to EXEPRIME. The CLIENT acknowledges that it is their responsibility to ensure that EXEPRIME has the correct and up-to-date contact details to facilitate the timely delivery of these communications.

14.2 The CLIENT is responsible for notifying EXEPRIME of any changes to their email address. It is the CLIENT's obligation to ensure that EXEPRIME has the most current and accurate contact information in order to facilitate the proper delivery of all communications, including reports, statements, and notices. Failure to provide updated contact details may result in missed or delayed communications.

- 14.3 Communications, including reports, statements, and notices, are considered to be received by the CLIENT when they are made available by EXEPRIME, regardless of whether the CLIENT has actually accessed or reviewed the communication. It is the CLIENT's responsibility to regularly check for and review such communications to ensure they are aware of any relevant updates or information.
- 14.4 The CLIENT will have the ability to generate daily, monthly, and annual account statements, which will provide detailed information on transaction activity, profit and loss statements, open positions, margin balances, as well as account credits and debits. These statements will be accessible through EXEPRIME's platform, allowing the CLIENT to review and monitor the performance and status of their account on a regular basis.
- 14.5 The CLIENT acknowledges and agrees that it is their responsibility to carefully review all reports related to the CLIENT's trading activity, which are posted online by EXEPRIME. These reports include, but are not limited to, transaction details, account balances, and performance summaries. The CLIENT must ensure that all information provided in these reports is accurate and up to date, and promptly notify EXEPRIME of any discrepancies or concerns.
- 14.6 Reports confirming the execution of orders and statements of accounts posted online by EXEPRIME will be considered accurate, conclusive, and binding upon the CLIENT, unless the CLIENT raises an objection within two (2) business days from the date the report or statement is made available online. If no objection is made within this time frame, the CLIENT accepts the report or statement as final and accurate, and EXEPRIME will assume no further responsibility for any discrepancies not addressed within the specified period.
- 14.7 may initially be communicated by the CLIENT via email or telephone; however,

such objections must be formally confirmed in writing thereafter. The written confirmation should be provided as soon as possible to ensure proper documentation and resolution of the matter. EXEPRIME will only consider objections valid once they have been properly documented in writing.

- 14.8 If the CLIENT becomes aware of any error in a report or statement, such as amounts that have been erroneously credited to the CLIENT's account, the CLIENT is required to immediately notify EXEPRIME. The CLIENT is responsible for promptly returning any such incorrect amount to EXEPRIME. In the event that EXEPRIME identifies such an error, EXEPRIME is expressly authorized to correct the error by amending the relevant report or statement. If applicable, EXEPRIME may treat the corrected amount as a deficit balance, and the CLIENT will be liable for any resulting financial adjustments.
- 14.9 The CLIENT acknowledges and agrees that by providing their registration data to EXEPRIME, they consent to receiving communications from EXEPRIME, its subsidiaries, affiliates, and agents. These communications may be sent via telephone, facsimile, SMS, or email and may contain commercial content related to the CLIENT's use of the trading platform. This includes, but is not limited to, information, newsletters, marketing materials, promotional offers, or other content from EXEPRIME or third parties that EXEPRIME believes may be of interest or benefit to the CLIENT.
- 14.10 The CLIENT acknowledges that EXEPRIME is not required to obtain separate prior consent from the CLIENT (whether written or oral) before distributing commercial communications to the CLIENT. These communications may include marketing materials, promotional offers, or other information related to the CLIENT's use of EXEPRIME's services. However, the CLIENT has the right to opt out of receiving such communications at any time by notifying EXEPRIME in writing. Upon receiving such written notification from the

CLIENT, EXEPRIME will immediately cease the distribution of such commercial communications.

- 14.11 The CLIENT may generate account statements at any time through the online trading platform provided by EXEPRIME. These statements will include details such as the exact time when each order was executed and the current balance of the CLIENT's account. Additionally, EXEPRIME's internal records will reflect the time when the CLIENT requested the order to be placed. These records serve as an official record of the transaction and will be maintained by EXEPRIME for accuracy and reference.
- 14.12 EXEPRIME will provide the CLIENT with an annual statement upon request, which will detail the funds held by EXEPRIME on behalf of the CLIENT at the end of the period covered by the statement. This statement will also include a breakdown of any charges or fees applied during the specified period, if applicable. The CLIENT may request this statement to review the balance of their account and the associated costs during the reporting period.
- 14.13 EXEPRIME provides real-time access to each CLIENT's account, allowing the CLIENT to view transaction details, including the exact times orders were executed, as well as the current balance of the CLIENT's account. This access enables the CLIENT to monitor their trading activity and account status at any given moment, ensuring transparency and up-to-date information.

## **15. Disclaimer of Warranties / Limitation of Liability**

- 15.1 EXEPRIME and/or any of its subsidiaries, affiliates, or agents shall not be held liable for any loss or damage, whether direct or indirect, arising from events, actions, or omissions that are beyond the control of EXEPRIME.

This includes, but is not limited to, losses or damages resulting from delays or inaccuracies in the transmission of orders and/or information, which may occur due to the breakdown or failure of transmission or communication facilities, electrical power outages, or other unforeseen circumstances that disrupt the normal operation of EXEPRIME's systems. The CLIENT acknowledges that such events are beyond EXEPRIME's control and agrees not to hold EXEPRIME responsible for any resulting impact on their account or trading activity.

- 15.2 Neither EXEPRIME nor any of its subsidiaries, affiliates, or agents makes any warranty or guarantee that the trading platform or any of the services provided, including those licensed from third parties, will be available without interruption or be free from errors. The trading platform and services are provided "AS IS," without any representation or warranty of any kind, whether express or implied, except as otherwise expressly stated in this Agreement. The CLIENT acknowledges and agrees that EXEPRIME does not warrant the performance, accuracy, or reliability of the platform and services.
- 15.3 Under no circumstances shall EXEPRIME, nor any of its subsidiaries, affiliates, or agents, be held liable for any direct, indirect, punitive, incidental, special, or consequential damages arising from the use or inability to use EXEPRIME's trading platform or services (including third-party licenses). This includes, but is not limited to, lost profits, loss of business opportunities, trading losses, loss of data or access to data, any unauthorized access to, alteration, theft, or destruction of the CLIENT's computers, computer systems, data files, programs, or information, or any costs incurred in obtaining substitute goods or services. The CLIENT acknowledges that EXEPRIME shall not be held responsible for any

damages or losses resulting from such circumstances.

- 15.4 The CLIENT acknowledges and agrees that this section represents a fair and reasonable allocation of risk between the parties. The CLIENT further agrees that this provision is a fundamental aspect of this Agreement and that, without it, the economic terms of the Agreement would be materially altered. By entering into this Agreement, the CLIENT accepts the allocation of risk as outlined herein.
- 15.5 This limitation of liability applies regardless of whether the alleged liability is grounded in contract, tort, negligence, strict liability, or any other legal theory, even if EXEPRIME, or any of its subsidiaries, affiliates, or agents, has been advised of the possibility of such damages. The CLIENT acknowledges that this limitation is intended to apply comprehensively, regardless of the legal basis for the claim.
- 15.6 Neither EXEPRIME, nor any of its subsidiaries, affiliates, or agents, shall be held liable or obligated to indemnify the CLIENT for any issues related to unusable data, lost, corrupted, or compromised CLIENT transactions or data, regardless of the cause, means, or form in which such issues arise. This includes, but is not limited to, data loss, transmission errors, or any other technical failures that may affect the integrity or accessibility of the CLIENT's information.
- 15.7 This limitation of liability further excludes any duty or liability on the part of EXEPRIME, or any of its subsidiaries, affiliates, or agents, concerning unusable data, lost or corrupted CLIENT transactions or data, which may result, in whole or in part, from third-party software, networking services, or internet-related issues, or from any actions, events, or circumstances beyond EXEPRIME's control. This includes, but is not limited to, disruptions

caused by external service providers, technical failures, network outages, or other factors outside of EXEPRIME's direct influence.

- 15.8 EXEPRIME and its subsidiaries, affiliates, and agents disclaim any and all liability arising from or related to any breach of internet security, or any disruptions, distortions, or delays in the CLIENT's internet connections, regardless of the cause. This includes, but is not limited to, issues stemming from network failures, cyberattacks, technical malfunctions, or any other circumstances that may impact the CLIENT's ability to connect to the internet or access EXEPRIME's services.
- 15.9 As Over-the-Counter (OTC) trading is not conducted on a regulated exchange, the prices at which EXEPRIME executes or quotes trades may differ from those offered by other OTC counterparties. The prices quoted by EXEPRIME may not align with those available in the broader market, as they are subject to factors such as liquidity, market conditions, and the terms of the specific transaction. The CLIENT acknowledges that these variations in pricing are inherent to OTC trading and may result in different execution prices compared to other market participants.
- 15.10 In the event of a quoting or execution error, which may include, but is not limited to, typographical errors in quotes, quotes that do not reflect fair market prices, erroneous price quotes from dealers, or inaccurate price quotes resulting from hardware or software failures, communication line disruptions, or faulty external data feeds provided by third-party vendors, EXEPRIME shall not be held liable for any resulting discrepancies in account balances. Notwithstanding the foregoing, if transactions are opened or closed based on an erroneous quote, EXEPRIME's trading desk will make efforts to promptly identify such errors and take corrective action to reset the affected transactions. The CLIENT acknowledges that the



process of resetting such errors may take some time, during which the CLIENT may not have access to their trading account, and any outstanding orders may not be executed.

15.11 In the event that EXEPRIME identifies an erroneous or outdated quote, EXEPRIME may, at its sole discretion, provide the CLIENT with an alternative, corrected quote or offer the CLIENT the option to proceed with the transaction based on the corrected terms. The decision to offer an alternative quote or allow the continuation of the transaction will be determined solely by EXEPRIME, taking into account the circumstances of the error and applicable market conditions.

15.12 The CLIENT further acknowledges and agrees that EXEPRIME, along with its subsidiaries, affiliates, and agents, shall not be held liable for any loss or damage resulting from or in connection with the reset process. This includes any delays, disruptions, or other consequences that may arise during the attempt to correct errors in quotes or transactions. EXEPRIME shall not be responsible for any impact on the CLIENT's account or trading activity due to such actions.

15.13 Third-Party Licenses:

15.13.1 If any third-party software is incorporated or embedded within the EXEPRIME website or online trading platform, such software shall be provided in accordance with the terms outlined in this CLIENT Agreement, which apply to the use of the online trading platform. The CLIENT agrees to comply with these terms as they pertain to the use of any third-party software, and acknowledges that the terms of this Agreement extend to include the usage and access of such software.

15.13.2 The CLIENT agrees to fully comply with the terms and conditions of

any Third-Party Licenses provided by EXEPRIME from time to time. This includes adhering to any usage restrictions, obligations, or requirements set forth in those licenses, as applicable to the CLIENT's use of the software, services, or other materials provided by third parties through EXEPRIME's platform. The CLIENT acknowledges that failure to comply with the terms of such Third-Party Licenses may result in the suspension or termination of access to certain features or services.

15.13.3 EXEPRIME provides no express or implied warranty, indemnity, or support in relation to any Third-Party Licenses. EXEPRIME will not be held liable for any issues, damages, or losses arising from the use or access of third-party software, services, or materials provided under such licenses. The CLIENT acknowledges that EXEPRIME is not responsible for the functionality, performance, or availability of any third-party products or services and agrees to use them at their own risk.

15.13.4 "Third-Party Licenses" refers to the licenses granted by third parties that govern the use of third-party software, services, or materials embedded in or utilized by EXEPRIME's trading platform. These licenses outline the terms and conditions under which the CLIENT may access and use such third-party software or services, and the CLIENT agrees to comply with all requirements and restrictions set forth in these licenses.

## **16. Forex, CFDs, Cryptocurrencies Fluctuation Risk**

- 16.1 If the CLIENT instructs EXEPRIME to execute any transaction involving Foreign Exchange (Forex), Contracts for Difference (CFDs), or cryptocurrencies. The CLIENT acknowledges that these transactions will be carried out based on the provided instructions, subject to the applicable fees, margins, and other conditions specified by EXEPRIME.
- I. Any profit or loss resulting from fluctuations in the market value of Foreign Exchange (Forex), Contracts for Difference (CFDs), or cryptocurrencies will be solely the responsibility of the CLIENT. The CLIENT acknowledges and accepts that such transactions are carried out at their own risk, and any financial outcomes, whether positive or negative, will be reflected in their account. EXEPRIME will not be liable for any market movements or price changes that affect the CLIENT's positions.
  - II. All initial and subsequent margin deposits must be made in U.S. Dollars, Euros, or British Pounds, in amounts determined at the sole discretion of EXEPRIME. EXEPRIME reserves the right to specify the required amounts for margin purposes based on the CLIENT's trading activity, account status, or prevailing market conditions. The CLIENT agrees to provide the necessary funds in the specified currency and amounts to meet margin requirements as outlined by EXEPRIME.
  - III. EXEPRIME is authorized to convert the funds in the CLIENT's account for margin purposes into and from foreign currencies at a rate of exchange determined solely by EXEPRIME, based on the prevailing money market rates at the time of the conversion. The CLIENT acknowledges and agrees that EXEPRIME will use its discretion in determining the applicable

exchange rates for such conversions, and the CLIENT accepts any resulting currency fluctuations or conversion costs associated with these transactions.

## **17. Indemnification**

- 17.1 The CLIENT agrees to indemnify and hold EXEPRIME, its subsidiaries, affiliates, agents, employees, successors, and assigns (collectively referred to as "EXEPRIME Indemnitees") harmless from and against any and all liabilities, losses, damages, costs, and expenses, including legal fees and attorney's fees, incurred by any of the EXEPRIME Indemnitees arising from the CLIENT's failure to fully and promptly fulfill its obligations under this Agreement, any Third-Party License, or any other agreement. This indemnification also applies in the event that any of the CLIENT's representations or warranties made under this Agreement are found to be false, incorrect, or incomplete. The CLIENT acknowledges and agrees to bear responsibility for any such liabilities or claims that may arise due to their actions or omissions.
- 17.2 The CLIENT further agrees to promptly reimburse EXEPRIME and its indemnities for any and all damages, costs, and expenses, including attorney's fees, incurred in the enforcement or attempted enforcement of any provisions of this Agreement or any other agreements between EXEPRIME and the CLIENT. This includes any legal or administrative costs associated with enforcing the terms of this Agreement or resolving any disputes that may arise between the CLIENT and EXEPRIME. The CLIENT acknowledges and agrees to be fully responsible for such expenses.
- 17.3 In addition to any other limitations of liability outlined elsewhere in this

Agreement, EXEPRIME and its indemnities shall not be held liable and are hereby released from any claims, damages, or losses arising from or in connection with any of the following circumstances, if such claims or losses were caused or contributed to by:

- I. The actions or failure to act on the part of the CLIENT, including any decisions, omissions, or conduct that directly or indirectly contribute to the occurrence of the claim or loss. This includes, but is not limited to, any breach of the CLIENT's obligations under this Agreement or any other failure to meet the terms and conditions set forth by EXEPRIME.
- II. Any act or omission by any individual who gains access to the CLIENT's account, whether or not such access was authorized by the CLIENT. This includes situations where unauthorized access occurs, regardless of whether the CLIENT explicitly permitted or was unaware of the access, and regardless of the actions taken by the unauthorized party. EXEPRIME shall not be held liable for any resulting claims or losses from such unauthorized access.
- III. Any system malfunction, equipment failure, whether related to the CLIENT's equipment or EXEPRIME's equipment, interruption of service, or unavailability of the system, which may result in the inability to access, execute, or manage transactions on the trading platform. This includes, but is not limited to, technical failures, network disruptions, or other issues affecting the proper functioning of the system. EXEPRIME shall not be held liable for any claims or losses arising from such circumstances.
- IV. Delays, failures, or errors in the execution or implementation of any instructions provided by the CLIENT, including but not limited to issues related to the timing, accuracy, or processing of such instructions. This also includes any delays or mistakes that may occur in the order execution process, whether due to technical issues, system errors, or other factors beyond EXEPRIME's control. EXEPRIME shall not be liable for

- any claims or losses resulting from such delays, failures, or errors.
- V. Inaccurate, incomplete, or unclear instructions provided by the CLIENT to EXEPRIME, including any instructions that are improperly communicated, lacking necessary details, or otherwise insufficient for the proper execution of the requested action. EXEPRIME shall not be liable for any resulting claims or losses arising from such instructions that do not meet the required standards for clarity and completeness.
- VI. Any reliance on or use by the CLIENT, or any third party with access to the CLIENT's account, of any financial or market data, quotes, news, analyst opinions, research reports, charts, or any other information available through EXEPRIME's trading platform or any third-party licenses. This includes, but is not limited to, using such data to complete a transaction on the trading platform or for any other purpose. EXEPRIME shall not be held liable for any claims, losses, or damages resulting from the reliance on or use of such information, regardless of the source or intended use.
- 17.4 EXEPRIME shall have the right to offset any liabilities owed by the CLIENT under this section by directly deducting the corresponding amounts from the CLIENT's account. This includes, but is not limited to, any outstanding fees, charges, or other financial obligations that the CLIENT has towards EXEPRIME, which may be settled through the available funds in the CLIENT's account. EXEPRIME may exercise this right without prior notice to the CLIENT, as necessary, to fulfill the CLIENT's obligations.

## **18. Market Abuse and Manipulation**

- 18.1 EXEPRIME strictly prohibits any form of arbitrage or manipulation of market conditions by the CLIENT. This includes, but is not limited to, exploiting price differences between markets, using artificial means to manipulate prices, or engaging in any practices that distort the natural functioning of the market. The CLIENT agrees not to engage in any such activities and acknowledges that EXEPRIME reserves the right to take appropriate action, including the cancellation of transactions, suspension or termination of accounts, and the imposition of penalties, if any form of market manipulation or arbitrage is detected.
- 18.1.1 EXEPRIME does not permit the practice of arbitrage in any form when trading on its platform and strictly prohibits any manipulation of its prices, execution processes, or platform functionality. This includes making transactions based on errors, omissions, or misquotes that may occur on EXEPRIME's platform. The CLIENT acknowledges that such practices are a violation of EXEPRIME's terms and conditions, and EXEPRIME reserves the right to take appropriate action, including the cancellation of transactions, suspension of accounts, or other corrective measures, in response to such activities.
- 18.1.2 Price latency, connectivity delays, and price feed errors may occasionally result in discrepancies where the prices displayed on EXEPRIME's platform do not accurately reflect the prevailing market rates. In such cases, the practices of arbitrage and "scalping"—taking advantage of these delays in pricing—are not applicable in an Over-the-Counter (OTC) market. This is because, in an OTC market, the CLIENT is engaging in transactions directly with Liquidity Providers, and any pricing inconsistencies are not conducive to exploiting such delays for profit. EXEPRIME does not allow such

practices and reserves the right to take appropriate action if such activities are detected.

18.1.3 Any transactions that are based on price latency or price feed errors may be subject to intervention by EXEPRIME. This includes, but is not limited to, the right to void any transactions that EXEPRIME determines to have resulted from such practices, the revocation of any profits generated through these transactions, widening of spreads, suspension of trading, and any other necessary corrections or adjustments to the CLIENT's account. These actions may be taken without prior notice to the CLIENT, and EXEPRIME reserves the right to implement such measures to maintain the integrity of the platform and market conditions.

18.1.4 If EXEPRIME suspects or has reason to believe that the CLIENT has violated the terms and conditions by engaging in practices such as hedging positions internally (using other trading accounts held with EXEPRIME or externally with other brokers), EXEPRIME reserves the right to cancel any trades or profits associated with the CLIENT's account(s). This includes actions that are intended to exploit or circumvent EXEPRIME's policies, and EXEPRIME will take appropriate corrective measures to protect the integrity of its platform and market practices.

## 18.2 MARKET ABUSE

- (a) The CLIENT affirms that they will not place, nor have they placed, any trades with EXEPRIME that are related to a specific index or any other Contract for Difference (CFD) price if such actions would result in the CLIENT, or any parties with whom the CLIENT is acting in concert, having exposure to the price of the underlying financial instrument in a manner that could lead to market abuse. This includes,



but is not limited to, activities that could distort market prices or manipulate the financial markets. The CLIENT agrees to refrain from engaging in any practices that may create a situation of market manipulation or abuse under applicable laws and regulations.

This exposure can be equal to or exceeding the amount of a declarable interest in the relevant financial instrument. For this purpose, the level of a declarable interest will be the prevailing level at the material time, set by law or by the stock exchange(s) or other exchange upon which the underlying financial instrument is traded; and

(b) The CLIENT affirms that they will not place, nor have they placed, any trades with EXEPRIME in connection with:

- (i) a placement, issuance, distribution, or any other similar corporate event;
- (ii) an offer, takeover, merger, or any other similar corporate action; or
- (iii) any other corporate finance-related activity in which the CLIENT is directly involved or has a vested interest; and

(c) The CLIENT agrees that they will not place or close any position, nor will they place any order that contravenes any applicable primary or secondary legislation, or any other law pertaining to insider trading or market manipulation. The CLIENT acknowledges and agrees that EXEPRIME may treat any action taken by the CLIENT—such as opening or closing a position or placing an order on a share price—as dealing in

securities, in accordance with the relevant statutes, regulations, or legal provisions governing such transactions. The CLIENT affirms their commitment to complying with all applicable laws regarding market conduct.

18.2.3 In the event that (a) the CLIENT places or closes any trade, or places an order, in violation of the representations and warranties provided by the CLIENT, or if EXEPRIME has reasonable grounds to suspect that the CLIENT may have done so, EXEPRIME reserves the right, at its sole discretion and without any obligation to inform the CLIENT of the reasons for such action, to close the trade in question, as well as any other open positions the CLIENT may have, if applicable. Additionally, EXEPRIME may, at its sole discretion, cancel any trades or profits associated with the CLIENT's account(s) resulting from such actions. The CLIENT acknowledges that EXEPRIME has the authority to take these actions to protect the integrity of the trading platform and ensure compliance with applicable regulations.

18.2.4 In the event that the CLIENT exceeds the maximum permissible trade size for their trading account, EXEPRIME reserves the right, at its sole discretion and without any obligation to provide the CLIENT with a reason for such action, to adjust the leverage or account type in accordance with the volume of trades being executed. EXEPRIME may take these measures to ensure proper risk management and to maintain the integrity of the trading environment. The CLIENT acknowledges that such adjustments may be made based on the trading activity and that EXEPRIME is under no obligation to inform the CLIENT of the specific rationale for these changes.

18.2.5 The CLIENT acknowledges that trades are speculative in nature and, as such, involve inherent risks. The CLIENT agrees not to engage in any transactions

with EXEPRIME related to corporate finance activities, including, but not limited to, mergers, acquisitions, takeovers, or any other corporate actions that may affect the value of underlying securities. The CLIENT further agrees to refrain from participating in any trades that could be construed as manipulating or attempting to exploit corporate events for financial gain.

18.2.6 The CLIENT acknowledges that it would be improper to engage in transactions in the underlying market if the sole intent of such transactions is to influence EXEPRIME's bid or offer prices. The CLIENT agrees not to conduct any transactions with the intention of manipulating or distorting the pricing mechanism or market conditions on EXEPRIME's platform. The CLIENT further agrees to refrain from engaging in any activities that could be construed as market manipulation or that could unfairly affect the pricing or liquidity of the market.

## **19. Execution of Orders, Stop and Limits**

- 19.1 EXEPRIME will use commercially reasonable efforts to execute all orders that it, at its sole discretion, chooses to accept, in accordance with the oral, written, or electronic instructions provided by the CLIENT. EXEPRIME will make reasonable efforts to ensure that such orders are processed efficiently, but does not guarantee that every order will be executed exactly as specified, as the execution may be subject to market conditions, system availability, and other factors beyond EXEPRIME's control.
- 19.2 EXEPRIME reserves the right, at its sole discretion, to refuse the acceptance of any order. This includes, but is not limited to, orders that do not meet EXEPRIME's internal criteria, are incomplete, or are inconsistent with market regulations. EXEPRIME is under no obligation to provide a reason for the refusal of any order, and such refusal may occur without prior notice to the CLIENT.

- 19.3 EXEPRIME may, at its sole discretion, permit the CLIENT to specify a closing price for a transaction on the trading platform through "Close at Loss" and "Close at Profit" orders. These orders will be subject to the terms and conditions outlined in this Agreement, as well as any additional terms and conditions that EXEPRIME may introduce from time to time. The CLIENT acknowledges that the ability to place such orders is contingent on EXEPRIME's policies and may be modified or revoked at any time.
- 19.3.1 "Close at Loss" refers to an instruction from the CLIENT to close a transaction at a predetermined price. In the case of a transaction initiated by purchasing a specific quantity of a particular instrument, the closing price will be set lower than the price at which the transaction was opened. Conversely, for a transaction initiated by selling a specific quantity of a particular instrument, the closing price will be set higher than the price at which the transaction was opened. The CLIENT understands that this order type is designed to limit potential losses, and the price at which the transaction is closed will be subject to EXEPRIME's execution policies and market conditions.
- 19.3.2 "Close at Profit" refers to an instruction from the CLIENT to close a transaction at a price that has been determined in advance. In the case of a transaction that is initiated by purchasing a specific quantity of a particular instrument, the closing price will be set higher than the price at which the transaction was opened. Conversely, for a transaction that is initiated by selling a specific quantity of a particular instrument, the closing price will be set lower than the opening transaction price. The CLIENT acknowledges that this order type is intended to secure profits and is subject to EXEPRIME's execution policies and prevailing market conditions at the time of order execution.

- 19.4 Upon the CLIENT's offer and EXEPRIME's acceptance of an order, the CLIENT hereby authorizes EXEPRIME to close the transaction at the predetermined Close at Loss price or Close at Profit price, as applicable, and as specified in the order. This action will be taken without the need for further instructions or notifications to the CLIENT. The CLIENT acknowledges that once the order is placed, EXEPRIME is authorized to execute the closing of the transaction in accordance with the terms of the order, as agreed upon by both parties.
- 19.5 EXEPRIME may, at its sole discretion, close the transaction when the price quoted by EXEPRIME on the trading platform matches the price that was accepted by EXEPRIME for the corresponding order. The CLIENT acknowledges that EXEPRIME has the authority to execute the closure of the transaction based on this price match, without requiring additional instructions from the CLIENT. This action will be taken in accordance with EXEPRIME's execution policies and market conditions.
- 19.6 The CLIENT acknowledges and agrees that EXEPRIME shall not be obligated to close a transaction if it does not comply with any other limitations or conditions that were agreed upon in relation to such transaction. This includes, but is not limited to, any restrictions on the size, price, or type of transaction, or any other parameters set forth by the CLIENT and EXEPRIME at the time the transaction was initiated. EXEPRIME reserves the right to enforce these limitations and may refuse to close the transaction if it does not meet the agreed criteria.

- 19.7 The CLIENT acknowledges and agrees that, due to market volatility and factors beyond EXEPRIME's control, EXEPRIME cannot guarantee that a "Close at Loss" order will be executed at the exact price specified in the CLIENT's order. In such instances, EXEPRIME will close the transaction at the next available best price under the prevailing market conditions. The CLIENT understands that execution at the requested price may not always be feasible, and that such adjustments are made in accordance with market dynamics and EXEPRIME's execution policies.
- 19.8 If, before the CLIENT's "Limit Order" to open or close a transaction is accepted by EXEPRIME, EXEPRIME's quote moves in the CLIENT's favor (for example, if the price decreases when the CLIENT is buying or increases when the CLIENT is selling), the CLIENT agrees that EXEPRIME will execute the transaction at the CLIENT's specified price and not at a better price. The CLIENT acknowledges and agrees that EXEPRIME may retain the benefit of such favorable price movement for its own account, as EXEPRIME is not obligated to provide the CLIENT with any price improvements beyond the specified price in the limit order.
- 19.9 The CLIENT acknowledges that a portion of EXEPRIME's revenues is derived from the spreads on each transaction. The spread is defined as the difference between the bid and ask price of a price quote in a transaction. Therefore, if the fair market price causes EXEPRIME's spread to decrease for a specific transaction, EXEPRIME, at its sole discretion, may choose not to execute the transaction. In such cases, EXEPRIME may provide the CLIENT with an amended quote for further consideration. However, EXEPRIME may proceed with completing the transaction if the fair market price does not affect the spread or

results in an increase in the spread, as determined by EXEPRIME's internal policies. The CLIENT acknowledges that investment in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss of their entire margin deposit.

## **20. Risk Acknowledgment**

- 20.1 The CLIENT understands that due to the typically low margin requirements in Over-the-Counter (OTC) trading, even small price fluctuations in the market may lead to significant losses. The CLIENT acknowledges the inherent risk associated with leveraged trading and agrees that EXEPRIME is not responsible for any such losses that may result from adverse market movements. It is the CLIENT's responsibility to carefully assess and manage the risks involved in OTC trading.
- 20.2 The CLIENT acknowledges and understands that engaging in both leveraged and non-leveraged transactions is highly speculative and involves a significant level of risk. Such investments are suitable only for individuals or entities who are financially capable of assuming the risk of losing their entire margin deposit. The CLIENT agrees that they are fully aware of the potential for total loss of their investment and are prepared to accept such risks as inherent in trading activities with EXEPRIME.
- 20.3 The CLIENT warrants that they are willing and able, both financially and otherwise, to assume the risks associated with Over-the-Counter (OTC) trading. In consideration of EXEPRIME carrying the CLIENT's account(s), the CLIENT agrees not to hold EXEPRIME, nor any of its subsidiaries, affiliates, or agents, liable for any losses incurred by the CLIENT as a result of their trading

activities. The CLIENT acknowledges that the potential for loss is inherent in OTC trading, and EXEPRIME is not responsible for any financial losses the CLIENT may experience.

- 20.4 The CLIENT acknowledges and agrees that it is not possible to guarantee profits or provide assurances of freedom from loss in Over-the-Counter (OTC) trading. The CLIENT understands that all trading activities, including those conducted through EXEPRIME, carry inherent risks, and there are no guarantees regarding the outcome of any trade. The CLIENT accepts full responsibility for their participation in OTC trading, recognizing the potential for both gains and losses.
- 20.5 The CLIENT acknowledges that they have not received any guarantees of profit or assurances of freedom from loss from EXEPRIME, its representatives, any introducing agent, or any other entity involved in managing the CLIENT's EXEPRIME account. The CLIENT affirms that they have not entered into this Agreement based on, nor in reliance upon, any such guarantees or similar representations. The CLIENT fully understands and accepts the risks associated with trading and acknowledges that no such guarantees were provided by EXEPRIME or its affiliates.
- 20.6 The CLIENT acknowledges that the high degree of leverage available in trading Foreign Exchange (Forex), Contracts for Difference (CFDs), and cryptocurrency transactions can result in both significant gains and substantial losses. Leverage amplifies the potential for both positive and negative financial outcomes, meaning that while it can work to the CLIENT's advantage, it also increases the risk of large losses. The CLIENT understands and accepts the risks associated with using leverage in these types of trades.
- 20.7 The CLIENT acknowledges that during periods of extreme market volatility, it



may be difficult or even impossible to execute orders at the desired price. Market conditions such as rapid price fluctuations, liquidity shortages, or other disruptions may prevent EXEPRIME from executing orders promptly or at the specified price. The CLIENT understands that such conditions can affect the ability to open, close, or modify positions, and agrees that EXEPRIME is not liable for any delays or price slippage that may occur under such circumstances.

## **21. Market Recommendations and Information**

### **21.1 CLIENT acknowledges that:**

(i) Any market recommendations, signals, or information provided to the CLIENT through any communication method by EXEPRIME, or by any of its subsidiaries, affiliates, agents, or representatives, shall not be considered as an offer to sell, or a solicitation of an offer to buy, any Over-the-Counter (OTC) contract. The CLIENT acknowledges that EXEPRIME does not provide investment advice, and that any such communications are for informational purposes only. EXEPRIME does not make any recommendations regarding specific trades or investments, and the CLIENT is solely responsible for making their own trading decisions based on their individual assessment and risk tolerance.

(ii) Such recommendations and information, while generally derived from sources that EXEPRIME believes to be reliable, may be based solely on the broker's opinion. The CLIENT acknowledges that this information may be incomplete, unverified, or subject to change, and EXEPRIME does not guarantee its accuracy or completeness. The CLIENT further understands that any recommendations or market information provided by EXEPRIME should not be relied upon as definitive or exhaustive, and that EXEPRIME is not responsible for any decisions made by the CLIENT based on such information.

21.2 EXEPRIME makes no representation, warranty, or guarantee regarding the accuracy or completeness of any information or market recommendations provided to the CLIENT. EXEPRIME shall not be held liable for any loss or damage, including but not limited to any loss of margin or profits, that may arise directly or indirectly from the CLIENT's use of, or reliance on, such recommendations or information. The CLIENT acknowledges that all market information and recommendations are provided for informational purposes only and that EXEPRIME is not responsible for any outcomes resulting from the CLIENT's decisions based on such information.

21.3 The CLIENT understands and agrees that they are solely responsible for evaluating the merits and risks associated with any trade they choose to enter into with EXEPRIME, regardless of whether the trade is based on information provided by EXEPRIME or obtained from other sources. The CLIENT acknowledges that EXEPRIME does not guarantee the accuracy or outcomes of any trade and that the decision to engage in a trade is entirely the CLIENT's responsibility.

21.4 The CLIENT acknowledges that EXEPRIME, as well as its officers, directors,

affiliates, associates, stockholders, or representatives, may hold positions in or may intend to buy or sell Foreign Exchange (Forex), Contracts for Difference (CFDs), and cryptocurrencies, which are the subject of market recommendations provided to the CLIENT. The CLIENT understands that the market positions held by EXEPRIME or any of its officers, directors, affiliates, associates, stockholders, or representatives may not align with or reflect the recommendations given to the CLIENT. Consequently, the CLIENT accepts that the recommendations provided by EXEPRIME may not necessarily be consistent with the trading intentions or positions of EXEPRIME or its representatives.

- 21.5 The CLIENT acknowledges that EXEPRIME makes no representations or warranties regarding the tax implications or treatment of any trading activity. It is the CLIENT's responsibility to seek independent advice from qualified tax professionals regarding the tax consequences of their trading activities, as EXEPRIME does not provide tax-related advice or guidance.

## **22. CLIENT Representations and Warranties**

22.1 The CLIENT represents and warrants that:

- i. If the CLIENT is a natural person, the CLIENT represents and warrants that they are of sound mind, are of legal age, and possess the legal competence required to enter into this Agreement with EXEPRIME. The CLIENT affirms that they have the mental capacity to understand the nature and consequences of their actions, and are fully capable of fulfilling their obligations under this Agreement. Additionally, the CLIENT confirms that they are not under any legal disability that would prevent them from engaging in trading activities.

- ii. if the CLIENT is not a natural person,
  - a. The CLIENT represents and warrants that, if applicable, it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated or established. The CLIENT further affirms that it has the necessary legal authority and capacity to enter into and perform its obligations under this Agreement with EXEPRIME, and that it is fully compliant with all applicable laws and regulations governing its activities and operations.
  - b. The CLIENT represents and warrants that the execution and delivery of this Agreement, as well as the execution of all contracts and other transactions contemplated herein, have been duly authorized by the CLIENT. Furthermore, the CLIENT affirms that all obligations outlined in this Agreement and any related transactions have been properly authorized and will be performed in accordance with the terms and conditions set forth by EXEPRIME. The CLIENT ensures that no additional approvals or authorizations are required for the execution and performance of these obligations.
  - c. Each individual executing and delivering this Agreement, as well as any other transactions contemplated herein on behalf of the CLIENT, has been duly authorized by the CLIENT to take such actions. The CLIENT warrants that any such person has the necessary authority and legal capacity to bind the CLIENT to the terms of this Agreement and any related transactions with EXEPRIME.
- iii. No person other than the CLIENT has or will have any interest in the CLIENT's account(s), and the CLIENT affirms that they have not granted, nor will they grant, any security interest in their account with EXEPRIME (other than the

security interest granted to EXEPRIME under this Agreement) to any third party without EXEPRIME's prior written consent. The CLIENT represents that they have full beneficial ownership of all collateral in their account and will not grant any security interest in any collateral to any person (other than the security interest granted to EXEPRIME under this Agreement) without obtaining EXEPRIME's prior written consent.

- iv. The CLIENT hereby warrants and represents that, regardless of any future determinations to the contrary, the CLIENT is fully suitable and qualified to engage in Over-the-Counter (OTC) trading. The CLIENT affirms that they possess the necessary financial capacity, knowledge, and experience to understand the risks associated with OTC trading and to make informed trading decisions with EXEPRIME.
- v. The CLIENT represents that they are not currently employed by any exchange, any corporation in which an exchange owns a majority of the capital stock, any member of an exchange or firm registered with an exchange, or any bank, trust, or insurance company. In the event that the CLIENT becomes employed by any of the aforementioned entities, the CLIENT agrees to promptly notify EXEPRIME in writing at EXEPRIME's main office of such employment. This notification must occur as soon as possible after the CLIENT's employment status changes.
- vi. The CLIENT agrees to execute and deliver all necessary documents, provide all required notices, make any filings, and take any additional actions that EXEPRIME, in its sole discretion, deems necessary or advisable to establish, perfect, or evidence any security interest in favor of EXEPRIME. This includes actions to protect EXEPRIME's interests in relation to any collateral. The CLIENT acknowledges that these actions are essential to safeguard EXEPRIME's rights and interests under this Agreement.

- vii. The CLIENT confirms that they have read, understood, and acknowledged the provisions set forth in this Agreement, including but not limited to EXEPRIME's Risk Disclosure Statement and Privacy Statement. The CLIENT further affirms that they fully comprehend the risks involved in trading and the handling of their personal information, and they consent to the terms outlined in these documents as part of their agreement with EXEPRIME.
- viii. the CLIENT will review this Agreement; and
- ix. The CLIENT agrees not to engage in any transaction in their account unless they fully understand the terms and conditions of this Agreement. By initiating or executing any transaction, the CLIENT is deemed to represent and warrant that they have read, understood, and accepted the terms of this Agreement as it exists at the time of the transaction. The CLIENT acknowledges that they are solely responsible for ensuring their comprehension of the Agreement prior to any trading activity with EXEPRIME.
- x. The CLIENT agrees to comply with all applicable laws, statutes, regulations, and legal requirements at all times. The CLIENT further represents and warrants that the execution and delivery of this Agreement, along with any transactions contemplated herein, and the performance of all obligations under this Agreement, will not violate any statute, rule, regulation, ordinance, charter, by-law, or policy that applies to the CLIENT. The CLIENT acknowledges and agrees that they will not use their account with EXEPRIME for any illegal activities, and will ensure that all trading activities comply with relevant legal and regulatory standards.

## **23. Islamic Accounts**

- 23.1 In the event that the CLIENT, due to their observance of Islamic religious beliefs, is unable to receive or pay interest, the CLIENT may choose to designate their trading account as an Islamic Account. This designation must be made in the manner specified by EXEPRIME. An Islamic Account will not be subject to, nor entitled to, overnight interest or rollovers, in accordance with the CLIENT's religious requirements. The CLIENT acknowledges that EXEPRIME will process such requests in compliance with these terms, provided the proper procedures are followed.
- 23.2 The Islamic Account mirrors the trading environment of the RAW Account, with the sole exception being the exclusion of swap fees. This ensures that the trading conditions, execution standards, and available features remain identical between the two account types, except for the application of overnight interest or rollovers. The CLIENT acknowledges that, aside from the swap fee exemption, all other aspects of the trading experience, including market access and order execution, are equivalent for both account types. EXEPRIME will ensure that the terms and conditions of the Islamic Account align with these requirements.
- 23.3 In the event that the CLIENT designates their account as an Islamic Account, the CLIENT agrees not to keep any transactions open for more than 14 days. Additionally, the CLIENT undertakes not to misuse the benefits associated with the Islamic Account. Any abuse of these terms may result in a carry-over charge being applied. EXEPRIME reserves the right to review and impose such charges if it determines that the CLIENT is not adhering to the intended use of the Islamic Account, ensuring compliance with both the account's terms and applicable regulatory standards.
- 23.4 EXEPRIME reserves the right to revoke the aforementioned benefit at any

time and to take any necessary actions, at its sole discretion, in response to the misuse or abuse of this benefit. In such cases, EXEPRIME may take corrective measures, including but not limited to the imposition of charges, account suspension, or other actions deemed appropriate to ensure compliance with the terms and conditions of the Islamic Account and EXEPRIME's broader policies.

23.5 Such actions may include, but are not limited to, re-designating the Islamic Account as a regular account, and retroactively making any necessary adjustments. This could involve offsetting amounts from the account equal to any interest payments made by EXEPRIME, cancelling transactions, and adjusting account balances to reflect the correct amounts. EXEPRIME reserves the right to take these corrective actions at its sole discretion to ensure that the account complies with the terms and conditions associated with the Islamic Account.

23.6 The CLIENT acknowledges and agrees that for VIP Islamic accounts, overnight fees will apply to instruments if a position remains open for more than 14 consecutive days. These fees are intended to compensate for any potential swaps or charges that EXEPRIME may incur from its Liquidity Providers. The CLIENT understands that such fees will be applied as necessary to cover the costs associated with maintaining the position beyond the specified period, in accordance with EXEPRIME's policies.



## **24. Disclosure of Financial Information**

- 24.1 The CLIENT represents and warrants that all financial information provided to EXEPRIME in their application accurately reflects the CLIENT's current financial condition. The CLIENT affirms that this information is complete, truthful, and up-to-date, and agrees to promptly notify EXEPRIME of any material changes to their financial situation that may affect their ability to meet the obligations under this Agreement. EXEPRIME relies on the accuracy of this information when determining the CLIENT's suitability for trading activities.
- 24.2 The CLIENT represents and warrants that they have carefully assessed and determined the portion of their assets that they consider to be risk capital. The CLIENT affirms that this risk capital is the amount of their financial resources that they are willing to allocate to trading activities, understanding the potential for both gains and losses. The CLIENT acknowledges that they have made this determination with due consideration of their financial situation and risk tolerance, and are aware of the inherent risks associated with trading.
- 24.3 The CLIENT acknowledges that risk capital refers to the portion of their funds that they are willing to allocate to high-risk activities, understanding that the potential loss of this amount will not have a significant impact on their lifestyle or financial well-being. The CLIENT affirms that they are fully aware of the risks involved in trading and have determined that the funds designated as risk capital will not affect their ability to meet essential financial obligations or alter their standard of living in the event of a loss.

24.4 The CLIENT agrees to promptly notify EXEPRIME if there is any change in their financial condition that results in a reduction of their net worth, liquid assets, or risk capital. The CLIENT acknowledges that such changes may affect their ability to meet the obligations under this Agreement and commits to providing EXEPRIME with updated financial information to ensure that the trading account remains in compliance with EXEPRIME's requirements.

## **25. No Separate Agreements**

- 25.1 The CLIENT acknowledges and agrees that they have no separate agreement with EXEPRIME or any of its employees, agents, or representatives regarding the trading activities in the CLIENT's EXEPRIME account. This includes, but is not limited to, any agreements or understandings that would guarantee profits or limit losses within the CLIENT's account. The CLIENT affirms that all trading decisions and outcomes are subject to market conditions and are not influenced by any promises or assurances of profit or loss protection.
- 25.2 The CLIENT understands that they must authorize each transaction prior to its execution, unless the CLIENT has granted discretionary authority to another party through the execution of EXEPRIME's limited trading authorization or as otherwise agreed in writing with EXEPRIME. The CLIENT further acknowledges that any disputes regarding transactions must be promptly brought to the attention of EXEPRIME's Compliance Officer, in accordance with the notice requirements set forth in this Agreement.
- 25.3 The CLIENT agrees to indemnify, defend, and hold EXEPRIME, along with its subsidiaries, affiliates, agents, and representatives, harmless from any and all damages, losses, liabilities, or claims that may arise as a result of the CLIENT's

failure to promptly notify EXEPRIME's Compliance Officer of any occurrences or events as specified in this Agreement. The CLIENT acknowledges that such immediate notification is essential for maintaining compliance with EXEPRIME's policies and mitigating potential risks.

## **26. Affiliate Referral Disclosure**

26.1 EXEPRIME Limited may engage with advertising affiliates, referrers, or marketing partners ("Affiliate"), who operate as separate and independent entities, distinct from EXEPRIME Ltd. Any agreement between EXEPRIME Ltd and an Affiliate does not create a joint venture, partnership, or any other form of collaborative business entity. The Affiliate is not considered an agent, employee, or representative of EXEPRIME Ltd, and EXEPRIME does not assume any liability for the actions or obligations of the Affiliate.

26.1.1 EXEPRIME Limited does not exercise control over, nor can it endorse or guarantee the accuracy or completeness of any information or advice the CLIENT may have received or may receive in the future from EXEPRIME's Affiliates, or from any other individual not employed by or acting on behalf of EXEPRIME Ltd. This includes any guidance regarding the risks involved in trading Foreign Exchange (Forex), Contracts for Difference (CFDs), and cryptocurrencies, or the associated risks of such trading activities. The CLIENT acknowledges that EXEPRIME is not responsible for the content or reliability of such information or advice provided by third parties.

26.1.2 Since the Affiliate is neither an employee nor an agent of EXEPRIME Ltd, EXEPRIME Ltd does not endorse, approve, or vouch for the services provided by the Affiliate. The CLIENT acknowledges that it is their sole responsibility to

conduct any necessary due diligence and research on the Marketing Partner or Affiliate before utilizing any of their services. EXEPRIME strongly encourages the CLIENT to verify the qualifications, reputation, and credibility of any third-party service providers prior to engaging with them.

26.1.3 The CLIENT understands that, in order to trade with EXEPRIME, they must open an account directly with EXEPRIME. EXEPRIME provides all CLIENTs with the relevant risk disclosure information when they open an account. The CLIENT is encouraged to carefully read and review this information to fully understand the risks associated with trading. The CLIENT acknowledges that they should not rely on any information or advice from other sources that may contradict the risk disclosure provided by EXEPRIME.

26.1.4 The CLIENT acknowledges that no representations, guarantees, or warranties have been made by EXEPRIME, its employees, agents, or any individual associated with EXEPRIME regarding the potential future profits or losses in the CLIENT's account. The CLIENT understands that all trading activities involve risk, and the outcomes of such activities cannot be predicted or guaranteed by EXEPRIME or any of its affiliates. The CLIENT agrees that they are solely responsible for their trading decisions and the results of those decisions.

26.1.5 The CLIENT understands that trading in Foreign Exchange (Forex), Contracts for Difference (CFDs), and cryptocurrencies is highly speculative and involves significant risk. The CLIENT acknowledges that many individuals experience financial losses when trading in these markets. All trading activities, including those based on systems, courses, programs, research, or recommendations provided by an Affiliate, Trading Agent, or any other third party, carry a substantial risk of loss. The CLIENT further agrees and acknowledges that the use of such trading systems, courses, programs, research, or

recommendations does not guarantee profits, nor does it ensure the avoidance of losses or the limitation of potential losses. EXEPRIME makes no representations or assurances regarding the effectiveness of such third-party resources in improving trading outcomes.

26.1.6 The CLIENT acknowledges that the risk involved in trading Foreign Exchange (Forex), Contracts for Difference (CFDs), and cryptocurrencies is substantial. Given the high-risk nature of these markets, the CLIENT understands that they should only engage in trading activities if they have the necessary capital that they can afford to lose without affecting their financial well-being. The CLIENT is advised to carefully consider their financial situation, risk tolerance, and investment goals before proceeding with any trading activities. EXEPRIME strongly encourages the CLIENT to seek independent financial advice if they are uncertain about their ability to bear the risks involved in these types of trading.

26.1.7 The CLIENT understands and acknowledges that EXEPRIME Limited may compensate an Affiliate for referring the CLIENT to EXEPRIME, and such compensation may be provided on a per-trade basis or according to another arrangement. The CLIENT further acknowledges that they have the right to be informed about the specific terms and structure of such remuneration. EXEPRIME is committed to transparency and will provide the CLIENT with details regarding the nature of the compensation paid to any Affiliate, upon request.

26.1.8 The CLIENT acknowledges that an Affiliate may, in certain circumstances, also act as a Trading Agent. The CLIENT understands that by utilizing a Trading Agent, they may incur an additional markup, which would be applied on top of the standard spread typically offered by EXEPRIME. The CLIENT agrees to consider this potential cost when deciding to engage a Trading Agent, and

acknowledges that EXEPRIME is not responsible for any additional fees or charges imposed by the Trading Agent.

26.1.9 EXEPRIME shall not be held liable for any losses incurred by the CLIENT as a result of the CLIENT's use of information or advice provided by any third party, including but not limited to a Trading Agent or Affiliate. The CLIENT acknowledges that any recommendations, guidance, or services received from third parties are independent of EXEPRIME's actions, and EXEPRIME does not assume responsibility for the accuracy, effectiveness, or consequences of such information or advice in relation to the CLIENT's trading activities.

## **27. Trading Agents**

27.1 The CLIENT acknowledges that, should they choose to grant trading authority or control over their account to a third party ("Trading Agent"), whether on a discretionary or non-discretionary basis, the CLIENT does so at their own risk. The CLIENT understands that EXEPRIME is not responsible for the actions, decisions, or performance of the Trading Agent and that any resulting outcomes, whether positive or negative, are solely the responsibility of the CLIENT. The CLIENT further acknowledges that they retain ultimate responsibility for their account and any trading activity conducted on their behalf by the Trading Agent.

27.2 The CLIENT acknowledges that EXEPRIME, its subsidiaries, affiliates, and agents shall not be responsible for reviewing the CLIENT's selection of a Trading Agent, nor for the actions taken by the Trading Agent on behalf of the CLIENT. Furthermore, EXEPRIME is under no obligation to make any recommendations or provide any advice regarding the suitability or

performance of the Trading Agent. The CLIENT understands that the responsibility for selecting and overseeing the Trading Agent lies solely with the CLIENT, and EXEPRIME disclaims any liability related to the actions or decisions of the Trading Agent.

27.3 The CLIENT acknowledges and understands:

(i) EXEPRIME makes no warranties, guarantees, or representations regarding any Trading Agent, including but not limited to the Trading Agent's qualifications, actions, or the outcomes of any transactions conducted on behalf of the CLIENT. The CLIENT acknowledges that any decision to engage a Trading Agent is made at their own risk, and EXEPRIME does not assume responsibility for the actions or performance of the Trading Agent in relation to the CLIENT's account.

(ii) EXEPRIME, its subsidiaries, affiliates, and agents shall not be held responsible for any losses incurred by the CLIENT as a result of actions taken by the Trading Agent. The CLIENT acknowledges that EXEPRIME is not liable for any trading decisions, strategies, or outcomes resulting from the actions or inactions of the Trading Agent, and that all risks associated with engaging a Trading Agent are the sole responsibility of the CLIENT.

27.4 EXEPRIME does not, either by implication or otherwise, endorse, approve, or validate the operating methods, strategies, or practices employed by the Trading Agent. The CLIENT acknowledges that EXEPRIME is not involved in, nor responsible for, the selection, oversight, or actions of the Trading Agent, and that any reliance on the Trading Agent's methods is entirely at the CLIENT's own discretion and risk.

27.5 If the CLIENT chooses to grant trading authority or control over their account to a Trading Agent, the CLIENT agrees to enter into a formal power of attorney agreement ("POA") with the Trading Agent, authorizing them to act on the

CLIENT's behalf. The CLIENT further agrees to provide EXEPRIME with a copy of the executed POA, ensuring that EXEPRIME is informed of the Trading Agent's authority to manage the CLIENT's account in accordance with the terms outlined in the POA.

- 27.6 The CLIENT acknowledges that upon receipt of the Power of Attorney ("POA"), EXEPRIME is authorized to act in accordance with the instructions provided by the Trading Agent in all respects, until EXEPRIME receives written notification from the CLIENT that the POA has been revoked or has expired. The CLIENT grants EXEPRIME the authority to debit the CLIENT's account in accordance with the terms agreed upon between the CLIENT and the Trading Agent, as specified in the POA. This authorization remains in effect until EXEPRIME receives proper written notice of the revocation or expiration of the POA from the CLIENT.
- 27.7 The CLIENT acknowledges that the Trading Agent, as well as many third-party vendors offering trading systems, courses, programs, research, or recommendations, may not be regulated by any government agency. It is the CLIENT's sole responsibility to conduct thorough due diligence on the Trading Agent and any third-party service providers before utilizing their services. The CLIENT agrees to evaluate the competence, qualifications, and suitability of the Trading Agent or any third-party provider to ensure they align with the CLIENT's trading objectives and risk tolerance. EXEPRIME is not responsible for the actions or performance of the Trading Agent or any third-party vendor.
- 27.8 The CLIENT acknowledges that they, or the Trading Agent, may choose to utilize an automated trading system. The CLIENT understands and agrees that EXEPRIME does not assume responsibility for any such system. The CLIENT is aware of the volume of trading and the associated commissions that such systems may generate, and the potential impact this may have on the



performance of their account. The CLIENT accepts all risks related to the use of automated systems, including, but not limited to, hardware or software failures, communication line disruptions, or inaccuracies in external data feeds provided by third-party vendors. The CLIENT further agrees to hold EXEPRIME harmless from any losses incurred in their account due to these risks. The CLIENT acknowledges that neither EXEPRIME nor its officers, directors, employees, agents, affiliates, or any EXEPRIME personnel will be held liable for any system breakdowns or failures that may occur.

- 27.9 The CLIENT understands that by utilizing a Trading Agent or an automated trading system, they may incur an additional mark-up beyond the standard spread typically offered by EXEPRIME. The CLIENT acknowledges that the details of any such mark-up will be reflected in the spread displayed on their trading account when using the automated system. Additionally, the CLIENT agrees that any applicable mark-up will be outlined in the agreement between the Trading Agent and the CLIENT. It is the CLIENT's responsibility to review and understand these terms before proceeding with such systems or services.
- 27.10 The CLIENT acknowledges that any decisions or actions made by the Trading Agent on their behalf shall be considered as actions taken by the CLIENT themselves. The CLIENT agrees that any gains or losses resulting from the Trading Agent's actions will be fully attributable to the CLIENT's account. The CLIENT understands and accepts full responsibility for the outcomes of any trades or decisions made by the Trading Agent, and acknowledges that EXEPRIME is not liable for such actions.
- 27.11 The CLIENT agrees to indemnify and hold EXEPRIME harmless from any and all liabilities, losses, damages, costs, and expenses, including attorney's fees, that arise directly or indirectly from the Trading Agent's management of the

CLIENT's account. This includes, but is not limited to, any actions, instructions, or omissions made by the Trading Agent. The CLIENT acknowledges that they are solely responsible for the actions of the Trading Agent and agrees to cover any costs or legal fees incurred by EXEPRIME due to the Trading Agent's decisions or failure to act.

27.12 The CLIENT acknowledges that trading in foreign exchange (Forex), commodities, Contracts for Difference (CFDs), and cryptocurrencies carries a significantly high level of risk. Therefore, the CLIENT further acknowledges that they should carefully evaluate their decision to trade through EXEPRIME, whether directly or through a Trading Agent. The CLIENT agrees that they should only engage in trading if they have sufficient capital that they can afford to lose without impacting their financial stability or well-being. The CLIENT understands that the potential for loss is inherent in these markets, and they are solely responsible for managing their risk exposure.

## **28. Disclosure of CLIENT Information**

28.1 EXEPRIME will not share or sell customer information, including data related to prospective customers, except to its employees, agents, partners, and affiliates as necessary for the ordinary conduct of its business. This may include, but is not limited to, sharing information with EXEPRIME's banking or credit institutions, or with other third parties as outlined in EXEPRIME's Privacy Statement. EXEPRIME is committed to protecting customer confidentiality and will only disclose such information in accordance with applicable laws and the terms set forth in its Privacy Statement.

- 28.2 EXEPRIME may also disclose information regarding the CLIENT and the CLIENT's transactions to federal or state regulatory agencies, as well as law enforcement authorities, in response to a formal request for such information, or in compliance with a court order or subpoena. This disclosure may occur as part of EXEPRIME's legal obligations and is carried out to ensure compliance with applicable laws and regulations. EXEPRIME will take necessary steps to ensure that such disclosures are made in accordance with the relevant legal requirements and procedures.
- 28.3 EXEPRIME may share or sell aggregated statistical information for analytical or business purposes, provided that such information does not disclose the identity of the CLIENT. This data may be used to assess trends, improve services, or for other purposes deemed appropriate by EXEPRIME, but will be presented in a manner that ensures the confidentiality of individual CLIENT identities is maintained.

## **29. Termination**

- 29.1 This Agreement shall remain in effect until it is terminated. The CLIENT may terminate this Agreement at any time by providing EXEPRIME with three (3) days' prior written notice, which may be delivered via email, provided that the CLIENT has no open Foreign Exchange (Forex), Contracts for Difference (CFDs), or cryptocurrency positions, and no outstanding liabilities owed to EXEPRIME. Termination will be effective upon EXEPRIME's receipt of the written notice at its main office. EXEPRIME may also terminate this Agreement at any time by sending written notice of termination to the CLIENT. However, such termination will not affect any transactions that have already been

executed, nor will it relieve either party of any obligations under this Agreement. Additionally, termination will not absolve the CLIENT from any outstanding obligations, including any deficit balances, that have arisen prior to the termination of the Agreement.

- 29.2 The provisions of Sections 14, 17, 19, 24, 31, and 42 shall remain in full force and effect following the termination of this Agreement, regardless of the reason for such termination. These sections shall continue to apply to both parties even after the Agreement is terminated, ensuring that any rights, obligations, or liabilities arising under these sections are not affected by the termination.

## **30. Intellectual Property and Confidentiality**

- 30.1 All copyright, trademark, trade secret, and other intellectual property rights, as well as proprietary rights related to the EXEPRIME website, its contents, and any associated materials ("EXEPRIME IP"), shall at all times remain the sole and exclusive property of EXEPRIME Limited and its licensors. In the case of third-party materials available on the EXEPRIME website, the intellectual property rights to such materials shall remain with the relevant third party. The CLIENT acknowledges that they have no right, title, or interest in the EXEPRIME IP, other than the limited right to access and use the EXEPRIME Group IP as specifically outlined in this Agreement.
- 30.2 The CLIENT acknowledges that the EXEPRIME Limited intellectual property ("EXEPRIME IP") is confidential and has been developed through significant investment of skill, time, effort, and financial resources. The CLIENT further

understands that the EXEPRIME IP represents proprietary assets of EXEPRIME Limited and its licensors, and that the protection of these intellectual property rights is vital to the ongoing success and competitive position of EXEPRIME.

- 30.3 The CLIENT agrees to protect the confidentiality of the EXEPRIME Limited intellectual property ("EXEPRIME IP") and will not allow access to the EXEPRIME website or any related materials by any third party without prior written consent from EXEPRIME. The CLIENT acknowledges the importance of safeguarding the EXEPRIME IP and agrees to take all reasonable measures to prevent unauthorized access or disclosure.
- 30.4 The CLIENT agrees not to publish, distribute, or otherwise make available to any third party any information derived from or related to the EXEPRIME Limited intellectual property ("EXEPRIME IP"). The CLIENT acknowledges that such information is proprietary and confidential and agrees to refrain from using or disclosing it in any manner that could compromise the confidentiality or value of the EXEPRIME IP, unless explicitly authorized by EXEPRIME in writing.
- 30.5 The CLIENT agrees not to copy, modify, decompile, reverse engineer, or create derivative works based on the EXEPRIME Limited intellectual property ("EXEPRIME IP") or the methods by which it operates. The CLIENT further agrees not to attempt to gain unauthorized access to the EXEPRIME IP, including but not limited to any code, software, or systems used by EXEPRIME, and shall not use any part of the EXEPRIME IP in any manner that could interfere with or disrupt its functionality or integrity.
- 30.6 If the CLIENT has any comments, suggestions, or ideas for improving EXEPRIME's services, the CLIENT is encouraged to contact EXEPRIME. By submitting such feedback, the CLIENT grants EXEPRIME a perpetual,

royalty-free, irrevocable, and transferable license, with the right to sublicense, to use, incorporate, and otherwise exploit the CLIENT's ideas or comments within EXEPRIME's services. The CLIENT acknowledges that EXEPRIME may use these ideas and comments without any obligation to provide compensation to the CLIENT.

## **31. Recordings**

- 31.1 The CLIENT agrees and acknowledges that all communications between the CLIENT and EXEPRIME personnel regarding the CLIENT's account(s) may be electronically recorded, with or without the use of an automatic tone warning device. The CLIENT understands that these recordings may be used for purposes including, but not limited to, compliance, training, or service improvement, and consents to such recordings as part of the CLIENT's relationship with EXEPRIME.
- 31.2 The CLIENT further agrees that EXEPRIME, its subsidiaries, affiliates, and agents may use such recordings and transcripts as deemed necessary in connection with any dispute, legal proceeding, or regulatory matter that may arise. The CLIENT acknowledges that these recordings may be utilized as evidence or reference in such matters, and consents to their use for these purposes.
- 31.3 The CLIENT understands that EXEPRIME routinely destroys such recordings at regular intervals, in accordance with EXEPRIME's established business procedures and data retention policies. The CLIENT hereby consents to the destruction of these recordings as part of EXEPRIME's standard operational practices.

## **32. Legal Restrictions**

- 32.1 Without limiting the above, the CLIENT understands that laws governing financial contracts differ across various jurisdictions. It is the sole responsibility of the CLIENT to ensure full compliance with any applicable laws, regulations, or directives pertaining to the CLIENT's country of residence in relation to their use of EXEPRIME's website and services. The CLIENT acknowledges that it is their responsibility to stay informed about the relevant legal requirements in their jurisdiction.
- 32.2 For the avoidance of doubt, the ability to access EXEPRIME's website does not imply that EXEPRIME's services, or the CLIENT's activities conducted through the website, are legal or compliant with the laws, regulations, or directives applicable to the CLIENT's country of residence. The CLIENT acknowledges that it is their responsibility to ensure that their use of EXEPRIME's services is in full compliance with the legal requirements of their jurisdiction.
- 32.3 This website does not constitute, and may not be used for, the purpose of making an offer or solicitation to any individual or entity in any jurisdiction where such an offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation. The CLIENT acknowledges that they are solely responsible for ensuring that their use of EXEPRIME's website and services complies with the applicable laws and regulations of their jurisdiction.
- 32.4 Access to this website, as well as the offering of financial contracts through this platform, may be subject to restrictions in certain jurisdictions. Therefore, users accessing the site are required to fully inform themselves of any such restrictions and to comply with all applicable laws and regulations governing their use of EXEPRIME's website and services. It is the responsibility of each

user to ensure that their activities on the platform are legal and in accordance with the relevant jurisdictional requirements.

### **33. Declaration**

- 33.1 By accepting this Agreement, the CLIENT hereby declares and affirms that the funds invested in the CLIENT's account with EXEPRIME do not originate from any illegal or criminal activities, including but not limited to drug trafficking, human trafficking, abduction, money laundering, or any other unlawful activities. The CLIENT acknowledges that they are solely responsible for ensuring that the funds used for trading comply with all applicable laws and regulations.

### **34. Tax**

- 34.1 The CLIENT acknowledges, understands, and agrees that, as a general rule, EXEPRIME does not collect taxes on behalf of any governmental authority, nor does it facilitate the collection of taxes in any form or manner. The CLIENT is solely responsible for ensuring compliance with any tax obligations that may apply to their trading activities, including reporting and remitting taxes to the relevant authorities.
- 34.2 Without limiting the above, it is the sole responsibility of the CLIENT to calculate and pay any taxes that may be applicable based on the CLIENT's country of residence, or any other taxes arising from the CLIENT's trading activities conducted through EXEPRIME's services. The CLIENT acknowledges that EXEPRIME does not provide tax advice or assistance, and the CLIENT agrees to comply with all relevant tax laws and regulations in their jurisdiction.



34.3 Without limiting the CLIENT's sole and exclusive responsibility to fulfill any tax obligations, the CLIENT agrees that EXEPRIME may, at its discretion and as required by applicable law, deduct taxes from the results of the CLIENT's activities with EXEPRIME. However, EXEPRIME is not obligated to make such deductions. The CLIENT acknowledges that they remain solely responsible for ensuring compliance with all relevant tax laws and for the timely payment of any taxes owed.

34.4 The CLIENT acknowledges that any amounts withdrawn from the CLIENT's account are considered "gross amounts," and that EXEPRIME may deduct applicable taxes as required by law. The CLIENT further understands and agrees that they shall have no claim against EXEPRIME with regard to any such tax deductions made from their account. The CLIENT remains responsible for any taxes owed, and EXEPRIME is not liable for the tax obligations arising from the CLIENT's withdrawals or trading activities.

## **35. Account Procedures – Identification**

35.1 The CLIENT acknowledges that, in accordance with applicable laws and regulations, financial institutions, including EXEPRIME, are required to obtain, verify, and maintain accurate records of information identifying each individual who opens an account. This process is part of EXEPRIME's compliance with regulatory requirements designed to prevent fraud, money laundering, and other illicit activities. The CLIENT agrees to provide any necessary documentation and information required by EXEPRIME for this verification process.

- 35.2 The CLIENT further acknowledges that EXEPRIME takes proactive measures to prevent fraud and to verify the identity of its CLIENTs. These efforts are part of EXEPRIME's commitment to ensuring the security and integrity of its services and to comply with relevant laws and regulations. The CLIENT agrees to cooperate with EXEPRIME in providing the necessary information and documentation to facilitate the identity verification process.
- 35.3 Accordingly, the CLIENT has provided or agrees to promptly provide EXEPRIME, following the opening of the trading account, with certain identifying information and documents as requested by EXEPRIME. These may include, but are not limited to, a copy of the CLIENT's government-issued ID, a copy of a recent utility bill (e.g., phone bill, property tax bill), and copies of both sides of the CLIENT's credit card, in the event that a deposit has been made using a credit card. The CLIENT understands that these documents are required for EXEPRIME to verify their identity and comply with regulatory obligations.
- 35.4 The CLIENT confirms that all information provided during the registration process with EXEPRIME is true, accurate, current, and complete. The CLIENT further affirms that they have not impersonated any individual or entity, misrepresented any affiliation with another person, organization, or association, used false headers, or otherwise concealed their identity from EXEPRIME for any purpose. The CLIENT acknowledges that providing false or misleading information may lead to the suspension or termination of their account and other legal consequences.

## **36. Withdrawal and Deposit Procedures**

36.1 The CLIENT further acknowledges and agrees to comply with EXEPRIME's procedures regarding withdrawals and deposits to their account, as outlined below. These procedures are designed to ensure secure and efficient transactions, and the CLIENT accepts that EXEPRIME may require specific documentation or verification steps in relation to deposit or withdrawal requests. The CLIENT understands that any failure to comply with these procedures may result in delays or the refusal of such transactions.

- i. Withdrawal orders: The CLIENT acknowledges that the provision of any documentation required by Anti-Money Laundering (AML) regulations, credit card companies, and EXEPRIME is a prerequisite for the execution of any withdrawal request. EXEPRIME reserves the right to request such documentation at any time to ensure compliance with applicable legal and regulatory requirements before processing the withdrawal. The CLIENT understands that failure to provide the necessary documentation may result in delays or the inability to process the withdrawal request.
- ii. The CLIENT acknowledges that withdrawals may take longer than anticipated due to various factors, some of which may be within EXEPRIME's control and others which may be outside of EXEPRIME's control. These factors may include, but are not limited to, internal processing times, third-party payment provider delays, or compliance checks required by regulatory authorities. The CLIENT understands that EXEPRIME is not liable for any delays resulting from these factors and agrees to allow reasonable time for the completion of withdrawal requests.
- iii. Credit card deposits may, in accordance with the regulations set forth by credit card companies, be refunded to the same credit card when a

withdrawal is requested. If the original deposits were made via credit card, withdrawals may either be returned to the credit card or, at EXEPRIME's discretion, to the associated bank account. Withdrawals to bank accounts may take a longer processing time due to additional security measures and verification procedures that EXEPRIME may implement to ensure the security and compliance of the transaction. The CLIENT understands that these delays are in place to protect both the CLIENT and EXEPRIME from fraudulent activities.

- iv. Credit Card Deposits Variance: In the event that the CLIENT selects a base currency for their account other than USD, the CLIENT acknowledges that their credit card may be debited an amount that differs slightly from the original deposit due to fluctuations in exchange rates and additional fees imposed by credit card companies. The CLIENT understands and accepts that such variations may occur and agrees not to dispute or request a chargeback for any differences in the amount debited compared to the initial deposit in the base currency. The CLIENT further acknowledges that these discrepancies are a result of factors beyond EXEPRIME's control, and accepts them as part of the payment processing process.

- v. When making a deposit via bank transfer, the CLIENT is required, in accordance with anti-money laundering regulations, to use a bank account that is both located in the CLIENT's country of residence and registered in the CLIENT's name. Furthermore, any withdrawal of funds from the CLIENT's EXEPRIME account to a bank account can only be processed back to the same bank account from which the original deposit was received. This is to ensure compliance with regulatory standards and to mitigate the risk of fraudulent activities. The CLIENT acknowledges and agrees to these conditions as part of the account funding and withdrawal process.
- vi. When using alternative payment methods such as internet payment vendors, money transfer services, or similar facilities to deposit funds, the CLIENT agrees to comply with the regulations and rules set by the service provider, including but not limited to any associated fees and other restrictions. The CLIENT acknowledges that these terms are binding and agrees to adhere to them. EXEPRIME, at its sole discretion, may choose to process withdrawals to a facility different from the one used for the original deposit, in compliance with anti-money laundering (AML) regulations and other relevant legal requirements. The CLIENT understands that such decisions are made to ensure the security and compliance of all transactions.
- vii. If the CLIENT chooses to use the cryptocurrency option for depositing funds into their EXEPRIME wallet, it is essential that the transaction is made using the selected cryptocurrency. Failure to ensure the correct cryptocurrency is used may result in the funds becoming unidentifiable, and EXEPRIME will not be able to recover any losses incurred as a result. EXEPRIME will not be held liable for any compensation for such losses.

For example, if the CLIENT selects Bitcoin as the preferred deposit method, they must ensure that only Bitcoin is sent and not Bitcoin Cash, Ripple, or any other cryptocurrency that differs from the selected one. The CLIENT is responsible for thoroughly reviewing all deposit instructions provided by EXEPRIME through the website and CLIENT Portal prior to making any deposit.

## **37. Statements**

- 37.1 The CLIENT hereby agrees and consents to receive all account statements and trade confirmations electronically through EXEPRIME's online platform. The CLIENT acknowledges that these documents will be provided via the website or CLIENT Portal, and it is the CLIENT's responsibility to regularly check these platforms for such information.
- 37.2 EXEPRIME will provide the CLIENT with secure, password-protected access to online reports through its platform. The CLIENT acknowledges that these reports will be available for viewing and downloading via the EXEPRIME website or CLIENT Portal, and the CLIENT is responsible for safeguarding their login credentials to ensure the confidentiality of their account information.
- 37.3 The CLIENT will have the ability to generate daily, monthly, and annual account statements through EXEPRIME's platform. These statements will provide detailed information regarding transaction activity, profit and loss reports, open positions, margin balances, account credits and debits, and other relevant account details. The CLIENT is responsible for reviewing these statements regularly to monitor their account status and ensure the accuracy of the information provided.

- 37.4 Statements are considered to be received by the CLIENT once they are made available through EXEPRIME's platform, regardless of whether the CLIENT has accessed or reviewed the statement. The CLIENT acknowledges that it is their responsibility to regularly check the EXEPRIME website or CLIENT Portal to ensure they are aware of all statements and related information.
- 37.5 The CLIENT is responsible for promptly notifying EXEPRIME of any changes to their email address. It is the CLIENT's obligation to ensure that EXEPRIME has the correct and up-to-date contact information to facilitate communication regarding account activity, statements, and other important notifications. Failure to provide timely updates may result in missed communications.
- 37.6 This consent shall remain in effect until revoked by the CLIENT in writing, with the revocation being received by EXEPRIME in accordance with Section 16 of this CLIENT Agreement. The CLIENT acknowledges that any such revocation must be submitted in writing and will only take effect once EXEPRIME has received and processed the notice as per the stipulated procedures outlined in the Agreement.

## **38. Consent to Electronic Signature**

- 38.1 By electronically signing EXEPRIME's account agreement and related documentation, the CLIENT acknowledges that they have received the CLIENT account letter, CLIENT agreement, and any other documents included as part of EXEPRIME's electronic account package. The CLIENT further agrees to be fully bound by the terms and conditions set forth in these documents and understands that their electronic signature signifies their acceptance of these terms.
- 38.2 Furthermore, by signing EXEPRIME's account agreement and related documents, the CLIENT consents to EXEPRIME maintaining electronic records of the CLIENT's trades and accounts. The CLIENT acknowledges and agrees to receive such records in electronic format, which will serve as the official documentation for all transactions, activities, and account-related matters.

## **39. Consent for Order Execution Outside of a Regulated Market**

- 39.1 The CLIENT hereby acknowledges and consents to EXEPRIME executing orders on an over-the-counter (OTC) basis, outside of any regulated market. The CLIENT understands that this means the execution of trades may occur directly between the CLIENT and EXEPRIME, rather than on a formal exchange, and agrees to the terms and conditions associated with such transactions.



## **40. Waiver and Amendment**

- 40.1 The CLIENT understands, acknowledges, and agrees that EXEPRIME reserves the right to amend or modify this Agreement at any time, at its sole discretion.
- 40.2 EXEPRIME will notify the CLIENT of any amendments or changes to this Agreement by posting the updated terms on EXEPRIME's website or by sending an email notification to the CLIENT. Such notifications may occur at any time, and the CLIENT acknowledges that EXEPRIME is not required to provide prior notice before making these amendments or changes. It is the CLIENT's responsibility to regularly review the website and emails for any updates.
- 40.3 The CLIENT agrees to be bound by the terms of any amendment or change to this Agreement on the date such amendment or change is posted on EXEPRIME's website or communicated via email. By continuing to use EXEPRIME's services after the posting or notification of such amendments, the CLIENT acknowledges and accepts the updated terms. It is the CLIENT's responsibility to stay informed of any changes to this Agreement.
- 40.4 In the event that the CLIENT objects to any amendment or change, the CLIENT agrees to liquidate any open positions and provide instructions to EXEPRIME regarding the disposition of all assets in the CLIENT's account within ten (10) business days following the posting of such amendment or change on EXEPRIME's website, or upon receiving notification of the change through other means. The CLIENT acknowledges that failure to take such actions within the specified time frame may result in the continued application of the amended terms.

- 40.5 No waiver or amendment of this Agreement shall be implied by any course of dealing between the parties or from any failure by EXEPRIME or its agents to assert its rights under this Agreement, whether on a single occasion or over a series of occasions. Any waiver or amendment of the terms of this Agreement must be made in writing and signed by both parties.
- 40.6 No oral agreements or instructions that contradict the terms of this Agreement shall be recognized, binding, or enforceable. All modifications or instructions must be made in writing and formally agreed upon by both parties in order to be valid and enforceable.

## **41. Entire Agreement**

- 41.1 This Agreement, along with all references to EXEPRIME's policies and procedures incorporated herein, as well as the Risk Disclosure Statement and Privacy Statement, constitutes the complete and exclusive understanding between EXEPRIME and the CLIENT. It supersedes all prior written and oral agreements, representations, or understandings between the parties with respect to the subject matter of this Agreement.

## **42. Assignment**

- 42.1 The CLIENT shall not assign or transfer any of its rights or obligations under this Agreement to any third party without obtaining prior written consent from EXEPRIME. Any attempt to assign or transfer the rights or obligations of this Agreement without such consent shall be deemed void and unenforceable. EXEPRIME reserves the right to freely assign or transfer this Agreement, in whole or in part, to any third party at its discretion.

### **43. Governing Law and Jurisdiction**

43.1 This Agreement, along with the rights and obligations of the parties involved, as well as any judicial or administrative actions or proceedings arising directly or indirectly from this Agreement or in connection with the transactions contemplated herein, shall be governed by, construed, and enforced in accordance with the laws of Saint Lucia. Both EXEPRIME and the CLIENT irrevocably submit to the non-exclusive jurisdiction of the courts of Saint Lucia for the resolution of any disputes arising under this Agreement.

### **44. Binding Effect**

- 44.1 This Agreement shall remain in full force and effect continuously, covering all accounts of the CLIENT, whether currently opened or reopened in the future with EXEPRIME. This includes any accounts held by the CLIENT, irrespective of any changes in EXEPRIME's personnel or its successors, assigns, subsidiaries, affiliates, or agents at any time. The CLIENT acknowledges that this Agreement applies to all such accounts and is not affected by personnel changes or organizational transitions within EXEPRIME.
- 44.2 This Agreement, including all authorizations herein, shall inure to the benefit of EXEPRIME and its subsidiaries, affiliates, agents, successors, and assigns, whether by merger, consolidation, or other means. It shall also be binding upon the CLIENT and their estate, executor, trustees, administrators, legal representatives, successors, and assigns. The CLIENT acknowledges that this Agreement applies to all such parties, and any rights or obligations under this Agreement will be enforceable against them as if they were original parties to the Agreement.

44.3 The CLIENT hereby ratifies all transactions with EXEPRIME that were conducted prior to the effective date of this Agreement and acknowledges that the rights and obligations of the CLIENT in relation to those transactions will be governed by the terms and conditions outlined in this Agreement. The CLIENT agrees that any previous dealings with EXEPRIME are subject to the provisions set forth herein.

## **45. Miscellaneous**

45.1 The CLIENT agrees that (a) the margin call for all accounts will be set at fifty percent (50%) and (b) the stop-out level for all accounts will be set at twenty percent (20%). These levels may be revised periodically by EXEPRIME, at its sole and absolute discretion, without prior notice to the CLIENT. The CLIENT acknowledges that EXEPRIME has the right to modify these thresholds at any time, in line with its internal risk management policies and operational requirements.

45.2 If the balance of an account is deemed excessively high in relation to the maximum leverage applicable to a specific account type, EXEPRIME reserves the right, at its sole and absolute discretion, to take corrective action at any time and without prior notice. Such actions may include adjusting the leverage to better align with the account balance or converting the account to a more appropriate account type, based on EXEPRIME's risk management policies and operational considerations.

45.3 The trading conditions for PAMM accounts are generally consistent with those of the EXEPRIME Pro account type, with the exception that there are no limitations on the number of concurrently open positions or the overall trade volume. However, individual trades executed within the standard PAMM Master account are subject to the maximum lot size for each specific instrument. If a Fund Manager wishes to trade above the maximum lot size allowance for a single trade, they must request to be placed in a VIP environment PAMM Master account, which provides access to a maximum leverage of 1:100.

45.4 The Company may offer a promotion, which includes but not limited to a 7-day swap-free period and no commissions on specific instruments. These promotions will be available exclusively to certain account types. EXEPRIME reserves the right, at its sole discretion, to suspend, modify, limit, or withdraw any benefits associated with this promotion, including its availability, at any time and without prior notice. In the event of suspected abuse, the account holder will be subject to penalties as deemed appropriate by EXEPRIME.

44.4.1 The CLIENT acknowledges that if a 7-day swap-free promotion is offered on certain instruments or account types, after the conclusion of the grace period, standard swap rates will apply in accordance with EXEPRIME's prevailing terms and conditions. The CLIENT agrees to adhere to these terms, understanding that any positions held beyond the promotional period will be subject to the applicable swap charges as outlined in EXEPRIME's policies.

44.4.2 The CLIENT acknowledges that in the event a promotion is suspended, modified, limited, or withdrawn, they will be subject to the standard trading conditions. This includes, but is not limited to, the payment of any applicable fees, bonuses, or commissions, in accordance with EXEPRIME's established trading policies and terms. The CLIENT agrees to comply with these conditions and understands that any changes

to promotional offers will not affect their obligation to adhere to EXEPRIME's regular trading rules and requirements.

## **46. Dormant Account Procedure**

Accounts that are classified as dormant by EXEPRIME will be archived after a period of inactivity. An account will be considered dormant if it meets all of the following conditions:

- No financial transactions have occurred in the last five (5) months.
- No trades (either open or closed) have been executed in the last five (5) months.
- The account contains no current open trades.

Once an account is deemed dormant, it will be archived and removed from EXEPRIME's active system. CLIENTs who wish to reactivate their archived accounts may do so by submitting a request to EXEPRIME's support team at [support@exepriime.com](mailto:support@exepriime.com). Please note, a reinstatement fee of 20% of the account balance will apply for the reactivation of dormant accounts.

**The CLIENT acknowledges that they have received, read, and fully understood the contents of this CLIENT Agreement. By accepting the terms and conditions outlined herein, the CLIENT agrees to be legally bound by all provisions and stipulations set forth in this Agreement, as well as any updates or amendments made in accordance with EXEPRIME's policies.**