



PRIOR CAPITAL

TERMS AND CONDITIONS

Client Agreement

Updated on

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Risk Warning: FX and CFD products are considered speculative products which are highly leveraged and carry significantly greater risks than non-geared investments, such as shares. You should not invest in FX and CFD products unless you properly understand the nature of FX and CFD products, and are comfortable with the attendant risks. You should obtain financial, legal, taxation and other professional advice prior to entering into a FX and CFD transaction to ensure this is appropriate for your objectives, needs and circumstances.

CONTENTS

1. INTRODUCTION
2. SCOPE OF THE AGREEMENT
3. PROVISION OF SERVICES
4. DEFINITIONS OF TERMS
5. MARGING TRADING
6. RISK ACKNOWLEDGEMENT
7. CLIENT'S ACCOUNT
8. SAFEGUARDING OF CLIENT'S FUNDS
9. CLIENT CATEGORISATION
10. OBLIGATIONS OF THE CLIENT
11. FATCA
12. CRS
13. TAXATION
15. INTEREST
16. FEES, COSTS AND CHARGES
17. CONFLICTS OF INTEREST
18. COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY – CLIENT'S ORDERS
19. TRANSFER OF FUNDS
20. ANTI-MONEY LAUNDERING PROVISIONS
21. CLIENT COMPLAINTS
22. INVESTOR COMPENSATION FUND
23. USE OF THE IT SYSTEM
24. RECORDING OF CONVERSATIONS
25. OUTSOURCING
26. RIGHT OF SET-OFF
27. GDPR - CONFIDENTIAL INFORMATION
28. GENERAL PROVISIONS
29. AMENDMENTS TO THE AGREEMENT
30. TERMINATION
31. LAWS OF THE REPUBLIC OF CYPRUS
32. DECLARATION

TERMS AND CONDITIONS

1.INTRODUCTION

PriorCapital CY Ltd (former PriorFX Ltd) (hereafter the “Company”) is an Investment Firm authorized and regulated by the Cyprus Securities and Exchange Commission (hereafter the “CySEC”) under the License No. CIF221/13, governed by the Markets in Financial Instruments Directive II (MiFID II) and is a member of the Investors Compensation Fund (ICF). Further details on CySEC license can be found on the CySEC’s website www.cysec.gov.cy.

The business name PriorCapital, and the domain names www.priorcapital.eu, www.priorfx.com are owned by the Company incorporated and registered under the laws of the Republic of Cyprus under the certificate registration number HE321360.

The head office of the Company is located at 196 Arch. Makarios III Ave., Ariel Corner, 3030 Limassol, Cyprus.

These Terms and Conditions (the “Agreement”), as they appear on the Company’s website from time to time, govern the Client’s relation with the Company and the Client’s use of the Company’s website and/or systems at the time the Client makes use of the latter.

The Company fully reserves the right, in its sole discretion, to change these present Terms and Conditions at any time. Any change the Company makes to these Terms and Conditions will be effective immediately upon the posting of the changed Terms and Conditions on the Company’s website.

For your benefit and protection, please ensure you take sufficient time to read the Agreement as well as any other additional documentation and information available to you via our website prior to opening an account and/or carrying out any activity with us. You should contact us for any further clarification, or seek independent professional advice (if necessary).

2.SCOPE OF THE AGREEMENT

These Terms and Conditions are applicable in addition to any other agreements between the Client and the Company, including any Client or account agreements and any other agreements the Client may enter into with the Company that govern the Client’s use of products, services, content, tools and information available on the Company’s website and/or systems.

The Company shall not be contractually committed with, nor otherwise obliged to, any legal or and natural person, wishing to become Client of the Company, in any way whatsoever, until such time that, both, he or she has received confirmation from the Company that an Account on his/her behalf has been opened and the Client has proceeded funding such an Account.

The Client accepts that the official language of the Company is the English language and that he/she should always refer to the legal documentation posted on the website of the Company for all information and disclosures about the Company and its activities, such as:

- a) The “Order Execution Policy” that explains how trades are executed;
- b) The “Risk Disclosure Policy” that summaries the key risks involved in investing in FX and CFDs products;
- c) The “Conflict of Interest Policy” that explains how we handle any conflicts of interest in order to tread Client fairly;
- d) The “Investor Compensation Fund” that provides details on the Investor Compensation Fund (ICF);
- e) The “MiFID II Client Categorization Policy” specifies how a Client is being categorised in accordance with applicable legislation;
- f) “Complaints Handling Procedure” that sets out the procedure that needs to be followed in the event that a Client wishes to complain about the Company and explains how the complaint will be handled, and includes information on how the Client can contact the Financial Ombudsman of the Republic of Cyprus;
- g) The “Privacy Policy” that explains how the Company deals with certain information the Client provides to us.

The Client declares that he/she has read, understood and accepted the Policies available on the website of the Company.

3.PROVISION OF SERVICES

The Investment Services to be provided by the Company to the Client are:

- Execution of Orders on Behalf of Clients;
- Portfolio Management.

The Ancillary Services to be provided by the Company to the Client are:

- Safekeeping and administration of Financial Instruments, including custodianship and related services;
- Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction;
- Foreign exchange services where these are connected to the provision of investment services.
- Investment research and financial analysis or other forms.

The Company shall be offering the above investment services, in respect of the following Financial Instruments:

- (1) Transferable securities;
- (2) Money-market instruments;
- (3) Units in collective investment undertakings;

- (4) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
- (5) Options, futures, swaps, forwards and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties' other than by reason of default or other termination event;
- (6) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market, a MTF, or an OTF, except for wholesale energy products traded on an OTF that must be physically settled;
- (7) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point 6 of this Section and not being for commercial purposes, which have the characteristics of other derivative financial instruments;
- (8) Derivative instruments for the transfer of credit risk;
- (9) Financial contracts for differences;
- (10) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF;

The Company lists on its website the transactions that the Client can conclude with the Company and the Financial Instruments that the Client can buy or sell. The Company reserves the right to amend the transactions and the Financial Instruments concerned without prior notice.

The Services provided by the Company do not include the provision of Investment Advice.

Any discussions that might be carried on between the Client and the Company's employees or any information provided by the Company will not give rise to any advisory relationship, nor do they constitute Company recommendations.

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

Trading in Financial Instruments is regulated by the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017) as subsequently amended as well as Cyprus Securities and Exchange Commission relevant directives.

4. DEFINITIONS OF TERMS

The following terms shall have the following meanings:

“Abusive Trading” shall include any of the following actions such as, but not limited to, Snipping, Scalping, arbitrage, manipulations, using hyperactive expert advisers, abuse of the cancelation of trades feature available on the Trading Platform and/or use (without the prior and written consent of the company) of any software, which applies artificial intelligence analysis to the Company’s systems and/or Trading Platform(s) and/or Client Account or any trading which the Company reasonably suspects that can be considered as market abuse. In case of more than one Trading Account, the trading in opposite directions as placed through the Company’s platform may also be considered as abusive trading.

“Account” shall mean the trading account opened by the Client with the Company, which has a unique number, maintained by a Client for the purposes of trading Financial Instruments through the PriorCapital trading platform(s)

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

“Authorized Person” shall mean a person authorized by the Client to give instructions on the Client’s account to the Company.

“Balance Currency” shall mean the currency in which account(s) are denominated. All charges including spread(s), commission(s), and swap(s), will be calculated in that currency.

“Balance” shall mean the funds available in an account that may be used for trading on Financial Instruments.

“Base Currency” each currency item on Forex market includes two currencies: the first currency in indication is named “base currency”, second is "quoted currency". It is essential to understand that all the transactions are performed in base currency. Because of this, profit or loss and cost of the point are received in quoted currency. To get these figures to the balance currency the Company automatically re-counts it due to the current market course. There is no commission for this type of conversion.

“Business Day” shall mean any banking day in the Republic of Cyprus.

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

“CRS” shall mean Common Reporting Standard Regime.

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

“Contract” shall mean a trade, purchase or sale of currencies or Financial Instruments in the market.

“Dormant Account” shall mean a trader’s account which had no Client-initiated activity (not from the side of the Company) for the past three (3) consecutive calendar months.

“**Equity**” shall mean the funds on the Client’s account reduced by the current loss on the open positions and increased by the current profit on the open positions (account’s balance adjusted according to open positions’ current result).

“**Expert Advisor**” shall mean a mechanical online trading system designed to automate trading activities on an electronic platform such as sending Client’s orders directly to the Trading Platform, automatically adjusting stop loss and take profit orders etc.

“**FATCA**” shall mean Foreign Account Tax Compliance Act.

“**FFI**” shall mean Foreign Financial Institution.

“**Financial Instrument**” all instruments permitted by the license mentioned in section 3.

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

“**GDPR**” shall mean General Data Protection Regulation.

“**Margin**” shall mean the funds available in the trading account of the Client which are required for the maintaining an open position.

“**Margin Level**” Equity to Margin ratio calculated as follows: $\text{Margin Level} = \text{Equity} / \text{Margin}$.

“**Margin call**” shall mean an event when Margin Level falls below 200% that is not sufficient to continue trading and maintain the current open positions. The Company sends a warning to the Client by highlighting Client’s account in the Trading Platform.

“**MiFID II**” means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU including any applicable amending and/or supplementing directive and/or regulation.

“**Order**” shall mean any instruction given to the Company by the Client for performing trading operations.

“**Power of Attorney**” shall mean the power to authorize a third party to act on behalf of the Client in all the business relationships with the Company.

“**Personal Data**” shall mean any information relating to an identified or identifiable natural person (‘data subject’).

“**Stop Out**” shall mean the forced closing, at current prices, by the Company of Client’s open positions when Margin Level falls below 80%.

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

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

“**Trading Terminal**” shall mean the Client part of the Trading Platform, enabling the Client to communicate with the Company and submit orders to the Company.

“Transaction” shall mean any type of transaction performed in the Client’s account including but not limited to purchase and sale transactions involving Financial Instruments, deposits, withdrawal.

“US Reportable Person” in accordance to FATCA, a US Reportable person is: a) a US citizen (including dual citizen); b) a US resident alien for tax purposes; c) a domestic partnership; d) a domestic corporation; e) any estate other than a foreign estate; f) any trust if:

- a court within the United States is able to exercise primary supervision over the administration of the trust;
- one or more United States persons have the authority to control all substantial decisions of the trust;
- any other person that is not a foreign person

5. MARGING TRADING

Foreign Exchange and CFDs are margin products and the transactions related to them will be done on margin. This means that the Client must supply a specified initial margin (deposit), on agreement, of the overall contract value.

If the Account Equity falls below the margin requirement, the Trading Platform will trigger an order to close all open positions. When positions have been over-leveraged or trading losses are incurred to the point that insufficient equity exists to maintain current open positions, a margin call will result, and open positions must be liquidated.

The margin call process is entirely electronic and there is no discretion on the Company’s part as to the order in which trades are closed.

It is strongly advised that Clients maintain the appropriate amount of margin in their accounts at all times. Margin requirements may be changed based on account size, simultaneous open positions, trading style, market conditions, and at the discretion of the Company.

The Client thus accepts, acknowledges and understands that:

- The Company sets freely the amount of margins, the assets that may be used as collateral and the extent of any collateral such assets may provide;
- All the Client’s assets held on account(s) with the Company are therefore blocked and pledged in this connection;
- The Company may also change its rates of initial margin and/or notional trading requirements at any time without prior notice, which may result in a change to the margin the Client is required to maintain;
- Taking into consideration the low margin normally demanded for these transactions, price variations in the underlying asset may result in major losses, which could significantly exceed the investment and margin deposit committed by the Client;
- The Client may be required to provide a margin at very short notice to avoid the risk of having his positions closed and realizing a total loss;

- If the Client fails to comply with a request for additional funds within the time prescribed, the position(s) may be liquidated at a loss and the Client will be liable for any resulting deficit;
- In certain cases, price changes may be so drastic that the Client's positions may be closed without any period allowed for him to restore his margin;
- The Company provides the Client with online access to enable the Client to monitor his/her margin requirement at all times;
- The margin calls are made by the Company directly through the online trading platform only and the Client has the possibility to see on his/her account the existing assets and margins.

6. RISK ACKNOWLEDGEMENT

The Client accepts, acknowledges and understands that the transactions are:

- a. highly speculative;
- b. carry a high level of financial risk, as they are subject to excessive price fluctuations which may cause substantial losses;
- c. only suitable for persons who are able to cope with the associated risks by bearing the financial losses.

Furthermore, the Client accepts, acknowledges and understands that:

- a. the Company does not guarantee the capital of the Client portfolio or its value at any time or any money invested in any Financial Instrument;
- b. the value of any investment in Financial Instruments may fluctuate and the investment may become of no value;
- c. the value of any investment in Financial Instruments may fluctuate and this may result in considerable losses, substantially exceeding the amount of Client's investment and margin deposit and declares that he is willing and able to undertake this risk.

7. CLIENT'S ACCOUNT

The Client shall open an account with the Company to conclude purchase and sale involving Financial Instruments offered by the Company.

The Client accepts that PriorCapital is the only execution venue in relation to his or her trading activity under the Agreement. Further information can be found in Company's "Order Execution Policy".

In order to open an account, the Client will need to fill out our online application form/questionnaire. At the end of this form, the following documents must be uploaded:

- Proof of identity: International Passport (full page) or ID (front and back side) or Driving License (front and back side). The document must be valid; colored/clear resolution; date of birth stated.

- Proof of residential address: Utility Bill, local authority Tax Bill or Bank Statement. The document must be colored/clear resolution; with the date, not older than 3 months.

If the Client is unable to upload these documents, the documents can be send via email support@piorcapital.eu following the submission of the online application form.

In the event that the Client cannot send the necessary documents by email, the Company will accept them by post, however, email still remains the preferred method.

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

Any funds received in a currency for which the Client does not hold a sub-account shall be converted by the Company into the Client's base currency. The conversion will be made at the exchange rate applied on the day and at the time when the relevant funds are at the disposal of the back-office (funding) department of the Company. Upon request, the Client may open a sub-account.

8. SAFEGUARDING OF CLIENT'S FUNDS

When holding Client's funds, the Company shall take every possible measure to safeguard the funds against the use of Client funds for its own account.

Client's funds will be held in the name of the Company in one or more segregated accounts held with a financial institution within or outside the European Economic Area (EEA), separated from the Company's money. This means that all Client money is treated as belonging to Company's Clients and under no circumstances we will use it to meet any of our obligation, at any time.

The Company will maintain separate records in the accounting system of its own funds/assets and funds kept on behalf of Clients so as at any time and without delay to distinguish funds held for one Client from funds held for any other Client, and from its own funds/assets.

The Company will carry out reconciliation of funds on a regular basis as per applicable legislation and in line with its internal policies and procedures, and we will proceed with any required transfer to or from the segregated account on the next business day, unless this is not possible for any reason.

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

9. CLIENT CATEGORIZATION

Following the implementation of the newly reformed Markets in Financial Instruments Directive II (MiFID II) in the European Union and in accordance with Article 101 of the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017) in Cyprus the Company is required to inform and categorise its Clients into one of the following three categories: Retail, Professional or Eligible Counterparty.

Therefore, when the Company is considering an application for opening an account, it will classify a prospective Client under any of the above categories based on the information provided by the said Client.

Where the Company treats the Client as a Retail Client, he or she will be entitled to more protection under the law than if the Client was a Professional Client.

Were the Company has determined that the potential Client meets the criteria to be treated as a Professional Client, he or she is responsible for keeping the Company informed about any change, which could affect their categorisation. Should the Company become aware that the Client no longer fulfils the initial conditions which made him/her eligible for a professional treatment, the Company will take appropriate action.

They are however allowed to request (in writing) non-professional treatment and the Company may agree to provide a higher level of protection.

10.OBLIGATIONS OF THE CLIENT

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

The client is responsible for acquaintance with the trading platform, its features and the orders that are capable of being carried out. Moreover, the Client responsible to monitor his or her position on his/her account.

11. FATCA

Without limiting the foregoing, the Company, a regulated Cyprus Investment Firm, is required to comply based on the Intergovernmental Agreement between Cyprus and the United States and has taken all reasonable steps to be considered in compliance with FATCA. The Client acknowledges and accepts that the Company, as an FFI, is required to disclose information in relation to any US reportable persons to the relevant authorities, as per the reporting requirements of FATCA <https://www.irs.gov/businesses/corporations/foreign-account-tax-compliance-act-fatca>.

12. CRS

The Common Reporting Standard refers to the common requirements and standards created by the OECD for the automatic exchange of certain financial information between countries. The CRS

Decree imposes obligations on Cyprus Financial Institutions to identify, maintain and report information about individuals and entities tax resident in another jurisdiction for whom they maintain financial accounts and to report in to the Cyprus Tax Department to the extent that it is reportable under the applicable legislation.

13. TAXATION

Investing in Financial Instruments may be subject to tax depending on the jurisdiction where the Client is a resident. However, this will depend on his or her personal circumstances. The Client should seek for independent tax advice if he or she is unsure on how this may affect to him/her, as the Company does not provide any financial advice, including tax advice.

The Company is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on the Client by his or her jurisdiction on profits and/or for trading in Financial Instruments. All responsibilities to deal properly with the tax authorities of the Client's jurisdiction lies exclusively on the Client.

14. INTEREST

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

By accepting this Agreement, the Client give his or her express consent and waives any of his/her rights to receive any interest earned on his/her funds held on the bank accounts of the Company.

15. FEES, COSTS AND CHARGES

The Client undertakes to pay the Company the commissions and fees stated on the website of the Company under Trading Conditions.

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

The Company is also entitled to debit the Client's account for extraordinary expenses resulting from the agreement between the Client and the Company. Examples of extraordinary expenses are transaction confirmations, account statements in hardcopy in situations where this information is provided electronically, courier and postal charges, dispatch of reminders in the case of non-execution by the Client, charges in relation to requests from the authorities. This list is not exhaustive. These charges might be in the form of fixed amounts or in the form of hourly rates or a combination of both.

The Company reserve the right to change, from time to time, any of the charges applicable to Clients dealing with us. We will provide our Clients with prior written notice where we deem the changes to be material, unless such change comes as a result of an unforeseen market circumstances, where we may notify the Clients on or after the event.

The Company may change its commissions, costs, spreads and financing fees from time to time without providing prior notice to the Client.

Fees are also applicable for the withdrawals and the online card payment as stipulated on **Appendix** (terms and fees for deposits and withdrawals).

Furthermore, and as per the internal policy of PriorCapital any account which has no Trading Activity for a period of three (3) consecutive calendar months will be considered as a Dormant Account. As a result, the specified account will be subject to the charge of an administrative fee.

Analytically, an account will be considered as a Dormant account in the case that all the below-mentioned points simultaneously apply:

- No deposit of funds has taken place within the last three (3) consecutive calendar months in the specific account.
- No trades/positions have been executed or are open and pending for the last three (3) consecutive calendar months through this account.

If the account of a Client becomes a Dormant account, and has zero (0) remaining monetary balance, then the Client ceases to be considered a Client of the Company for purposes of regulatory reporting to the applicable authorities.

Once the period of three (3) consecutive calendar months has been surpassed, then unconditionally PriorCapital has the right to perform a change in the group that the specific account belongs to. In essence, any Active account which qualifies based on the above-mentioned criteria will be considered to be a Dormant account.

A daily fee, which represents an Administrative Fee equal to USD 0.15 (Fifteen cents of United States Dollars) shall be deducted from the Dormant Account as from the fourth month onwards and then on a continuous daily basis provided, that it remains to be considered a Dormant Account. Furthermore, it is made clear that for Accounts which have a Base Currency other than USD, will be converted to United States Dollars accordingly. The deduction will take place until the balance of the Dormant Account has reached zero (0).

Dormant Accounts with zero (0) balance will be archived after a period of 180 calendar days from the date of the last transaction (including transaction of dormant fee charge).

The Company reserves the right to unilaterally amend at its sole and full discretion the dormancy Account administrative fee for closed Accounts.

In the event that a Client re-activate his or her account(s), that is, deposit new funds and / or start trading, within the timeframe during which the Dormant account administration fee is being applied, the Company will cease to deduct the dormant account administration fee, but it shall not be obliged to refund any Dormant account administration fees deducted from relevant account(s).

The current Policy applies for all Trading accounts opened with PriorCapital. In addition, the current Policy applies for all Trading Platforms provided by PriorCapital.

16.CONFLICTS OF INTEREST

A conflict of interest may arise when our interests complete or interfere, or appear to complete or interfere with Clients interests under the Agreement. The Client understands and agreed that such circumstances may arise, and where they do, we will make our best endeavours to mitigate them.

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

17.COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY – CLIENT’S ORDERS

All notices and communications supplied by the Company in conformity with this Agreement, including account statements and transaction confirmations, may, at the Company’s discretion, be sent to the Client by e-mail or made available in the Client’s account on the trading platform. All notices/information provided by the Company or received from the Clients should be in English.

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

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

- orders placed in writing and duly signed;
- orders by telephone;
- orders through the platform.

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

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

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

The Client shall be responsible for all orders and for the accuracy of all information sent via Internet following use made of the Client’s name, his or her password or any other personal identification method set up to identify the Client, regardless of who the actual user is. Any person who identifies him/herself in accordance with the Client’s identification methods shall be considered as being authorized to use the Company’s services. The Company shall consider such orders or communications as having been authorized and issued by the Client. It is Client’s

responsibility to keep passwords confidential and to prevent unauthorized use of their passwords and their Trading Terminals.

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

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

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

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

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

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

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

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

The Company has the right to refuse to accept a Client's order for execution without giving any notice and/or explanation to the Client. Among the cases that the Company is entitled to do so are the following (the list is not exhaustive):

- if the Client does not have the required funds deposited in the Company's Client account;
- if the order violates the smooth operation of the Trading Platform;
- if the order aims at manipulating the market of the specific Financial Instrument;
- if the order is a result of the use of inside confidential information (insider trading);
- if the order aims to legalize the proceeds from illegal acts or activities (money laundering)

- if the Company reasonably suspects that the client performed Abusive Trading

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

The Company has a right to cancel or reverse any profits gained through Abusive Trading.

18.TRANSFER OF FUNDS

The Company shall inform the Client of the name, address and account number of the Company's Client account for transferring funds.

The Client shall clearly specify his or her name and other required information as may be required by the Company on a case by case basis, in accordance with applicable regulations related to the fight against money laundering and terrorism financing, on the payment document. It is the Company's policy not to accept payments from third parties to be credited to the Client' account.

Any amounts transferred by the Client to the Company's Client account will be deposited in the Client's account at the "value date" of the received payment and net of any deduction/charges by the transferring bank.

By signing this Agreement, the Client gives his or her consent and authorizes the Company to make deposits/withdrawals to/from the Client account on behalf of the Client for reasons, including but not limited to, the margining and/or settlement of transactions performed by or on behalf of the Client, for payment of all mutually agreed fees/costs due by or on behalf of the Client to the Company or any other relevance or specific reason.

The Client gives his or her consent and authorizes the Company, where applicable, to transfer/hold his or her funds within or outside the European Economic Area (EEA) authorized broker in which the Client's funds will be located on a segregated Client's account.

The Client, using the Company's relevant '*Fund transfer request*', shall provide the Company with his or her bank account in order for the Company to transfer any amount payable to the Client. It is the Company's policy to transfer all amounts directly to the Client's personal account. The request to withdraw the funds is processed on the same day it is received, provided such request is received within business hours (Monday - Friday, 09.00 - 18.00 (CET)), taking into account the margin level on the account of the Client, the withdrawn sum, and the requirements of the Company and the correct indication of all data for execution of the remittance. If the withdrawal request is received after business hours it shall be processed on the following business day.

Terms and fees for deposits/withdrawals to be made through approved payment system are found in **Appendix**.

The Company has the right to refuse/suspend or cancel the Client's instructions for transferring funds in any of the following cases (the list is not exhaustive):

- if the Client instructs the Company to transfer the funds to a third party;
- if the Company has reasonable grounds for suspecting that the person who gave the transfer order was not a duly authorized person;
- if the transfer violates Cyprus legislation.

In any of the above cases takes place, the Company will send back the received funds to the remitter by the same method as they were received.

19. ANTI-MONEY LAUNDERING PROVISIONS

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

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

20. CLIENT COMPLAINTS

The Client shall be required to check the content of each document, including those sent electronically by the Company or made available to the Client on the trading platform. Such documents should be regarded as authoritative.

The Client inform the Company immediately if an incorrect transaction appears on his or her account.

Any complaints in relation to the execution or the non-execution of an order will only be examined if raised in writing as soon as the underlying facts occurred, and in any case no later than the time that the relevant market opens on the day after the order was executed.

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

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

If the Client has any cause for complaint in relation to any aspect of the services provided by the Company, the complaint should be addressed to the Company, via email at complaints@priorfcapital.eu.

The Client acknowledges and accepts that he or she has read and accepted the “Complaints Handling Procedures” document, which was provided to him or her during the registration process.

Every month, the Company provides to CySEC information regarding the complaints it receives and how these are being handled (such information should be submitted in an electronic form). In particular, the Chief Executive Officer completes every month (reporting month) the form T144-002-01 (excel file, the 'Form') as established in the Annex 1 to the Circular C100 and modified from time to time, and sends it to the CySEC within five days after the reporting month. The 'Form' is sent in electronic form via the Transaction Reporting System. All relevant details for completing and sending the 'Form' are referred to in Annex 2 to the same Circular.

The Company has obligation to send the 'Form' even in case where the Company did not receive any complaint within the reporting month.

In the event where the Company has resolved and/or revised a complaint which was referred to the CySEC in a previous submission of the above mentioned 'Form', the CIF must complete all the fields of the 'Form' and select the 'U' from the column Record Type.

21.INVESTOR COMPENSATION FUND

Every Cyprus Investment Firm (CIF) is obliged under Paragraph 15 of the Investment Services and Activities and Regulated Markets Law 87/(I)/2017, to be a member of the Investment Compensation Fund (ICF).

The maximum amount of compensation is €20,000 per Retail Client. For more information regarding the ICF please refer to the "Investor Compensation Fund Policy", which is available on the Company's website. Further details can be provided on request.

22.USE OF THE IT SYSTEM

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

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

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

The Client undertakes to obtain full information (and acknowledges that he or she alone is responsible for doing so) regarding the risks to which he or she may be exposed and regarding any necessary security measures.

The Company will not be liable for any loss suffered by the Client resulting from IT use, including in particular the actions of unauthorized third parties passing themselves off as the Client or the Company, transmission errors, transmission failures, technical faults, overloads, breakdowns (including but not limited to maintenance activities due to the maintenance system), system downtime, malfunctions, interference, attacks (e.g. hacking), blocked communications and networks (e.g. mail bombing) or other failures, regardless of who is responsible.

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

The Client undertakes to notify the Company immediately if it comes to his/her attention that his or her system password is being used without authorization.

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

23.RECORDING OF CONVERSATIONS

The Client acknowledges, accepts and consents the fact that the Company, as a regulated entity, are obliged to keep records off all services and activities we are providing as well as for all transaction undertaking. We therefore record and/or produce a written record of telephone conversations, internet based conversations (chat) and meeting between the Company and the Client.

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

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

You understand and accept that you have been notified, in advance, about the recording of any telephone conversation or electronic communication between you and us, according to the above notification.

24.OUTSORCING

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

25. RIGHT OF SET-OFF

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

26. GDPR - CONFIDENTIAL INFORMATION

The Company will handle all the Client's Personal Data in accordance with Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals; therefore, any clients' Personal Data is kept by PriorCapital CY Ltd according to the Processing of Personal Data (Protection of Individuals) Law of 2001 (Law 138(I)/2001), its amendment (Law 37(I)/2003) and the Regulation of Electronic Communications with the relevant Laws and Regulations for the protection of Personal Data.

The Company shall have the right, without the need to inform the Client beforehand, to disclose any details of the Client's transactions or any other information, that may be necessary for the purposes of complying with any requirements of any person entitled to require such a disclosure by law or with any Company obligation, to proceed with the said disclosure to any person. The "Privacy Policy", available on the website of the Company, aims to ensure that the Company's Clients are treated fairly and at the highest level of integrity and that their interests are protected at all times.

27. GENERAL PROVISIONS

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

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

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

28. AMENDMENTS TO THE AGREEMENT

This Agreement may be amended at any time by the Company giving the Client prior notice. The notice will be published on the website of the Company or sent by e-mail to the Client. Such amendments shall come into effect on the date stated in the notice.

It is Clients responsibility to remain up-to-date with any changes we make to the "Terms and Conditions" document (the "Agreement"). The applicable version at any time shall be the latest version available on our website. In the event of a dispute, the latest version available at the time of the dispute shall prevail.

29. TERMINATION

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

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

The Company will pay the Client any pending obligations owed to him/her by the Company.

The Client has the right to terminate the Agreement by giving a written notice of at *least seven business days* specifying the date of termination.

The Client is obliged to pay any pending obligations towards the Company, including but not limited to any pending fee or amount payable to the Company, any charge or expenses incurred or to be incurred as a result of the termination of the Agreement as well as any other expenses that might arise during the settlement of the pending obligations.

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

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

30. LAWS OF THE REPUBLIC OF CYPRUS

The relationship between the parties shall be governed solely by and construed solely in accordance with the Cypriot laws.

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

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

31. DECLARATION

The Client declares that he or she has read, understood and accepted these business terms in their entirety.

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

By accepting these Terms and Conditions, the Client declares that he/she has read, understood and accepted all the information provided in the following documents, available on the website of the Company:

- Conflicts of Interest Policy

- Investor Compensation Fund
- Client Categorization
- Order Execution Policy
- Complaints Policy (Complaints Handling Procedure)
- Risk Disclosure
- Privacy Policy
- Key Information Document (CFDs)
- Key Information Document (CFDs on cryptocurrencies)
- Crypto CFDs Risk Warning Statement

The Client acknowledges and accepts that as long as the Client remains a Client, or similarly a user of the Company’s website and/or systems, the Client agrees to be:

- a. solely responsible to check for and update him/herself about any future updates of/changes to the T&C and their content which are accessible to Clients and/or the general public online;
- b. in agreement and bound to any future updated/changed T&C and their content from the time these are posted on the Company’s website;
- c. solely responsible to check and inform him/herself about any content available to the Client on the Company’s website, in the corresponding Account(s) environment/login-area, and/or systems, being additional information, policies, rules, and requirements applicable to the Client from time to time;
- d. in agreement and bound to any content available to the Client on the Company’s website, in the corresponding account environment/login-area, and/or Trading System, being additional information, policies, rules, and requirements applicable to the Client from time to time, from the time these are posted on the Company’s website;
- e. if the Client continues to use the Client’s area which corresponds to his/her Account at the Company’s website and/or systems for one calendar month after any aforesaid update (a) or (c) has occurred than it will automatically mean that the Client agreed to be bound as per (b) and (d) above.

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

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

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

FAQ

Questions regarding the Terms and Conditions should be addressed, in the first instance, to the Customer Support Department. Customer Support e-mail: support@priorcapital.eu

Appendix

Terms and fees for deposits and withdrawals

For all deposits: For a deposit of less than 100 EUR/USD/CHF/GBP an additional service fee of 10 EUR/USD/CHF/GBP applies

For all withdrawals: For a withdrawal of less than 100 EUR/USD/CHF/GBP an additional service fee of 5 EUR/USD/CHF/GBP applies

For all deposits / internal transfers: Currency Conversion Fee: 0.3%

****Note: a currency conversion is made using MT4 rate at the moment of depositing/transferring funds to the Trading Account***

Credit/Debit Card

1. Deposit:

- Service fee: European cards 2% + EUR 0.24 (or equivalent)
- Service fee: International cards 2.5% + EUR 0.24 (or equivalent)

2. Withdrawal:

- Service fee (Refund): USD 0.30 (or equivalent)
****Note: Refund can be made up to the amount deposited***
- Service Fee (Payout): 1.3% + EUR 3.50 (or equivalent)

Neteller

1. Deposit:

- Fee: 3.1% + USD 0.29 (or equivalent)
****Note: A surcharge of 0.5% - 1% may apply depending of your country of residence***

2. Withdrawal:

- Fee: 2% (min 1 USD, max. USD 30)

Skrill

1. Deposit:

- Fee: 2.9% + EUR 0.25 (or equivalent)
****Note: A surcharge of 0.5% - 1% may apply depending of your country of residence***

2. Withdrawal:

- Refund Fee: EUR 0.49 (or equivalent)
**Note: Refund can be made up to the amount deposited*
- Payout Fee: 1%

China UNIONPAY (CNY)

1. Deposit

- Fee: 4.25 %

2. Withdrawal:

- Fee: 2.5%
- Minimum withdrawal per transaction: CNY 60 (or equivalent)
- Maximum withdrawal per transaction: CNY 49'000 (or equivalent)

Webmoney

1. Deposit:

- Fee: 2.50%

2. Withdrawal:

- Fee: 2%

PriorCapital Visa Card

1. Withdrawal:

- Fee: 2 EUR / 2.50 USD

**Note: Maximum amount per day 2'500.00 USD/EUR*

Bank

1. Deposit

**Note: PriorCapital does not charge commission however your bank may charge you additional fees*

2. Withdrawal:

Swissquote Bank

- Payment in EUR/CHF within the EEA: 2 EUR/CHF
- Payment in EUR outside the EEA OR Payment in other currency: 25 EUR/USD/GBP

Deutsche Handelsbank

- Payments in EUR within the EEA (SEPA): 0.35 EUR
- International incoming payments (SWIFT):
 - Up to 2'500 EUR: 5.50 EUR
 - 2'500 – 12'500 EUR: 12.50 EUR
 - More than 12'500 EUR: 0.15%, at least 20 EUR; maximum 100 EUR
- International outgoing payments (SWIFT): 0.15%, at least 20 EUR

***Note: Additional fees can be charged by Intermediary Bank**

Important: It is Clients responsibility to remain up-to-date with any changes the Company make to the terms and fees for deposits and withdrawals. The applicable version at any time shall be the latest version available on our website. In the event of a dispute, the latest version available at the time of the dispute shall prevail.