

Terms and Conditions Agreement



Built by traders, for traders

Charterprime Limited

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Suite 305, Griffith Corporate Centre P.O. Box 1510, Beachmont Kingstown
St. Vincent and the Grenadines

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1. INTRODUCTION

- 1.1 Charterprime Limited is registered as an International Business Company of St. Vincent and the Grenadines Financial Services Authority (SVGFSa) with registration number 22717 IBC 2015.
- 1.2 The terms and conditions below constitute the terms of the Agreement between the Company registered as Charterprime Limited (collectively, the "Company" or "we") and the Client ("you"). It is agreed these terms and conditions are accepted in full on submitting an application to use Charterprime's brokerage services.
- 1.3 All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.
- 1.4 The Agreement governs the provision of Charterprime's services to the Client and shall govern all dealings between Charterprime and the Client with respect to such services.

2. COMMENCEMENT

- 2.1 By submitting a Charterprime Account application form to Charterprime, the Client agrees to be bound by the terms of this Agreement which may be amended and/or restated from time to time.
- 2.2 These terms and conditions, including the High Risk Investment Notice and any attached notices or schedules which may be amended and/or restated from time to time, form the Agreement between Charterprime and the Client (collectively, the "Agreement").
- 2.3 This Agreement comes into effect upon acceptance of the Client's application by Charterprime at our office or processing centre and shall supersede any previous agreement on the same subject matter.
- 2.4 Charterprime will notify the Client of such acceptance in writing or by electronic communication. Charterprime may vary or amend the terms of this Agreement at any time upon notice to you. You will be deemed to have accepted any such amendment if you continue to use the services.
- 2.5 Notwithstanding anything in this Agreement to the contrary, Charterprime's obligations under this Agreement are expressly conditioned on the Client paying Charterprime the minimum deposit before the Client executes the first transaction. See Section 6.1 on Client Money.
- 2.6 The minimum initial deposit is USD\$100.

- 2.7 The Agreement shall be effective from the day described in this Section 2.3, until its termination as described in Sections 15.4 and 15.5, or in the Event of Default (see Section 18).

3. ACKNOWLEDGEMENT

- 3.1 You acknowledge that you have read, understood and accepted Charterprime's Terms and Conditions, including the Privacy Policy, the Trading Execution Risks and the Schedule A ("High Risk Investment Notice"), as well as any information (legal or otherwise) posted on the Company's website, which may be amended by Charterprime from time to time.
- 3.2 The Client acknowledges that the primary business of Charterprime Limited is that of a brokerage service and the official language is English.

4. SERVICES

- 4.1 Charterprime will offer execution-only brokerage services, under a straight through processing method (STP), to the Client in relation to transactions in rolling spot foreign exchange contracts and such additional services as Charterprime may agree from time to time.
- 4.2 Charterprime will not advise the Client on the merits or suitability of any transaction entered into pursuant to this Agreement. Charterprime will not manage nor monitor the Client's investments. Charterprime's execution of any order on the Client's behalf does not in any way imply any approval or recommendation of that transaction. Although Charterprime is not required to explain to the Client any risks that may arise because of a particular transaction, Charterprime have set out various risk disclosures attached to this Agreement for the Client's information.
- 4.3 The counterparty to the Client's transactions will be Charterprime Limited, Saint Vincent and the Grenadines. The Client will enter each transaction with Charterprime as principal and not as agent on behalf of someone else unless otherwise agreed in writing by Charterprime. Charterprime shall be responsible to the Client alone and shall have no duties or obligations to the Client's underlying clients (if any).
- 4.4 Nothing in this Section shall limit Charterprime's ability to offer principal to principal or principal to agent transactions.
- 4.5 Charterprime will not, unless specifically agreed to in writing with the Client, be acting in a fiduciary capacity or provide any personal recommendation to the Client in respect of, nor provide any advice to the Client on the merits of, any transaction in financial instruments. Accordingly, you the Client should make your own assessment of any transaction that you are considering in the light of your own objectives and circumstances, including but not

limited to, the possible risks and benefits of entering that transaction. The Client should not rely on any information, proposal or other communication from Charterprime as being a recommendation or advice in relation to that transaction.


- 4.6 Charterprime may offer other services from time to time that are governed by different or additional terms and conditions. The services offered hereunder are subject to any disclosures or disclaimers found within the Charterprime website.
- 4.7 Charterprime reserve the right to modify or discontinue, temporarily or permanently, a service (or any part thereof) with or without notice. The Client agrees that Charterprime will not be liable to the Client or to any third party for any modification, suspension or discontinuance of a service.

5. CONFLICTS OF INTEREST

- 5.1 Charterprime and our affiliates provide services in respect of a wide range of investment related activities to many different clients, some of which Charterprime or another Charterprime affiliated entity may have an interest, relationship or arrangement that is material in relation to a transaction effected with or for the Client (or the investment that is the subject of the transaction) or that could give rise to a conflict of interest.
- 5.2 Charterprime shall not be obliged to disclose to the Client or take into consideration any fact, matter or finding that might involve a breach of duty or confidence to any other person, or that comes to the notice of any of our directors, officers, employees or agents but does not come to the actual notice of the individual or individuals dealing with the Client.

6. CLIENT MONEY

- 6.1 All funds via Wire Transfer to Charterprime should be made payable to Charterprime Limited. There are other funding methods which can be accessed via the Member's Area.
- 6.2 When making a transfer, funds should reference the Client's name and account number.
- 6.3 The Client agrees and acknowledges that full title to and ownership of all funds that have been transferred to Charterprime by the Client or otherwise passed to Charterprime for the purpose of securing or otherwise covering the Client's present or future, actual or contingent or prospective obligations, and that such funds do not constitute and shall not at any time be deemed to constitute Client Money. The Client will rank as a general creditor of Charterprime.
- 6.4 Charterprime may need to pass money received from the Client to a third party (e.g. a market, intermediate broker, OTC counterparty or clearing house) to hold or control in order to effect




a transaction through or with that person or to satisfy the Client's obligation to provide collateral (e.g. Initial Margin requirement) in respect of a transaction. Charterprime has no responsibility for any acts or omissions of any third party to whom we pass money received from the Client.

- 6.5 The third party to whom Charterprime passes money may hold it in an omnibus account and it may not be possible to separate it from Charterprime's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, Charterprime will only have an unsecured claim against the third party on behalf of the Client and other clients, and the Client will be exposed to the risk that the money received by Charterprime from the third party is insufficient to satisfy the claims of the Client and all other clients with claims in respect of the relevant account.
- 6.6 Charterprime may hold Client Money on the Client's behalf outside the Australasian region. The legal and regulatory regime applying to any such bank or person will be different from that of the Client's country of residence and in the event of the insolvency or any other analogous proceedings in relation to that bank or person, the Client's money may be treated differently from the treatment which would apply if the money was held with a bank in an account in the Client's country of residence. Charterprime will not be liable for the insolvency, acts or omissions of any third party referred to in this Section.
- 6.7 The Client agrees that Charterprime may cease to treat the Client's money as Client Money if there has been no movement on the account balance for six (6) years. Charterprime shall write to you at your last known email informing you that we will no longer treat the balance as Client Money unless you make a claim in twenty-eight (28) days.
- 6.8 The Client acknowledges and agrees that Charterprime will not pay interest on Client Money or any other unencumbered funds. The Client expressly waive any entitlement to interest under the Client Money rules or otherwise. Charterprime is not responsible for the solvency, acts or omissions of any bank or other third party with which Client Money is held.
- 6.9 You the Client must inform Charterprime of any uncredited funds and/or unreceived balance within six (6) months of remitting the funds, failing which, you shall waive your right to ownership of the funds.

7. COMMISSIONS, CHARGES AND OTHER COSTS

- 7.1 The Client shall pay to Charterprime such fees and charges as notified by Charterprime to the Client. These will include charges in respect of automatic rollover of the open positions pursuant to Section 26.

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- 7.2 The Client is responsible for the payment of any other charges that may be incurred as a result of the provision of services to the Client, including commissions, charges and other costs.
- 7.3 Charterprime may vary commissions, charges and other costs from time to time without prior written notice to the Client. Changes in commissions, charges and other costs posted on the website shall be considered due notice.
- 7.4 Charterprime may pay or receive fees, commissions, or non-monetary benefits to or from our affiliates or other third parties where permitted. Charterprime may pay a fee or commission to any third party who introduces business to the Company. Charterprime is not required to provide a separate disclosure of the essential arrangements related to any such fee or commission.
- 7.5 The Client shall pay a transfer fee, as determined by Charterprime, if the Client instructs Charterprime to transfer open positions, moneys, and/or property relating to the Client's account to another institution.
- 7.6 All fees and charges are due and payable immediately. Any sums due to Charterprime pursuant to this Agreement may be deducted by Charterprime from the proceeds of any transaction or debited from the Client's account with Charterprime. In the event of late payment by the Client, overdue amounts shall bear interest at three percent (3%) per month over the base rate of Charterprime (or such lesser amount as may be permitted by Applicable Regulations).
- 7.7 All payments by the Client to Charterprime under this Agreement for any fees due hereunder will be exclusive of any sales, use, service, value added or withholding taxes, or any other levy, tariff, duty or tax of any kind whatsoever imposed by any governmental authority with respect to the services rendered or expenses incurred by Charterprime hereunder (other than a tax imposed upon Charterprime's income). The Client shall pay, within fifteen (15) days of receipt of the applicable Charterprime invoice(s), any such tax whenever such tax is imposed by a governmental authority.
- 7.8 The Client shall pay all expenses, including reasonable attorneys' fees and disbursements, reasonably incurred by Charterprime in endeavouring to collect any amounts payable hereunder that are not paid when due.
- 7.9 The Client may enter Limited Power of Attorney agreements with third parties to allow them to trade on the Client's behalf. Charterprime will not be responsible for any losses arising from such agreements.

- 7.10 In addition to Charterprime's commissions and charges, there may be certain taxes and costs which are not paid through or imposed by Charterprime.
- 7.11 Although investing in forex and CFDs does not involve taking physical delivery of the underlying financial instrument, independent tax advice should be sought, if necessary, to establish whether the Client is subject to any tax, including stamp duty.
- 7.12 The Client shall be solely responsible for all filings, tax returns and reports on any transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any transaction.

8. CURRENCY FLUCTUATIONS

- 8.1 If the Client enters into any currency transaction:
- i. any profit or loss arising from fluctuations in the exchange rate affecting such currency will be entirely for the Client's account which the Client bears all risk;
 - ii. all initial and subsequent deposits for Margin purposes shall be made in the currency of the Client's account, in such amounts as Charterprime may in our sole and absolute discretion require; and
 - iii. Charterprime is authorized to convert funds in the Client's account for Margin into and from such foreign currency at a rate of exchange determined by Charterprime on the basis of the then prevailing money market rates.
- 8.2 In such circumstances, Charterprime will not be liable to the Client for any loss suffered by the Client or any third party as a result of such action (although, Charterprime will use reasonable endeavours to only convert such funds as may reasonably be required to cover the position in respect of the relevant transaction).
- 8.3 If Charterprime receives or recovers any amount in respect of any of the Client's obligations in a currency other than that in which such amount was payable, whether pursuant to a judgement of any court or otherwise, the Client will indemnify and hold Charterprime harmless from and against any cost (including costs of conversion and loss suffered by Charterprime as a result of receiving such amount in a currency other than the currency in which it was due).

9. MARGIN DEPOSITS AND COLLATERAL

- 9.1 As a condition of entering a margined transaction, Charterprime may in our sole and absolute discretion require the deposit of funds or other collateral acceptable to Charterprime as security for payment of any losses incurred by the Client in respect of the transaction ("Initial Margin"). Initial Margin is due and payable immediately as a condition to opening the relevant margined transaction and Charterprime may decline to open any margined transaction if the Client does not have sufficient available cash in the account to satisfy the Initial Margin required for that transaction at the time the relevant order is placed.
- 9.2 Margin requirements may be set and varied without prior notice from time to time at Charterprime's sole and absolute discretion including without limitation subsequent variation of any margin rates set at the time that a margined transaction is opened ("Variation Margin" together with Initial Margin, collectively, "Margin").
- 9.3 Margin shall be provided by or on behalf of the Client in cash to Charterprime as determined by Charterprime in our sole and absolute discretion. You must inform Charterprime immediately if you cannot, or believe you will not be able to, meet a Margin payment when due. The Client must maintain in the account, at all times, sufficient funds to meet all Margin requirements. Charterprime is not obliged to make Margin call warnings to the Client at all or within any specific period.
- 9.4 Charterprime may require payment of Margin by the Client via immediate electronic funds transfer or any other method acceptable to Charterprime. Only funds received net of any bank charges, which relate to the transfer, will be credited as paid.
- 9.5 If there is insufficient Margin in the Client's account or if the deposited Margin is insufficient to meet the required Margin rates, as determined by Charterprime in accordance with Section 9.2 above, Charterprime may in our sole and absolute discretion choose to close or terminate the Client's margined transaction immediately, without notice to the Client. Subject to Sections 9.6 and 9.9 below, this will not constitute an Event of Default (as defined in Section 18.1 below). If Charterprime chooses not to close or terminate the Client's margined transaction, Charterprime may make a Margin call warning in accordance with Section 9.7.
- 9.6 Without prejudice to the foregoing, any transaction entered by the Client or on the Client's behalf that results in there being insufficient Margin to cover any actual or anticipated losses or liabilities in connection with the Client's account will constitute an Event of Default and Charterprime may in our sole and absolute discretion exercise our rights in Section 18 below, whether there has been a Margin call warning or not.

- 9.7 Notwithstanding the fact that Charterprime is not obliged to make Margin call warnings prior to liquidating the Client's margined transactions, if the Client fails to maintain sufficient funds to meet the Margin requirements, Margin call warnings may be made at any time by telephone, telephone answering machine message, voice mail, letter, fax, e-mail or any other means of electronic communication.

Therefore, you must notify Charterprime immediately and provide alternative contact details to ensure Margin call warnings can be made if you are not contactable at your usual contact details provided, e.g. when you are travelling or on holiday. Any Margin call warnings Charterprime makes of the Client may be made by any method of communication listed above. Charterprime shall be deemed to have made a Margin call warning if Charterprime notifies you electronically via email. Charterprime shall not be liable for any failure to contact the Client or attempt to contact the Client.

- 9.8 Should Charterprime decide to make a Margin call warning, the terms and conditions of the Margin call warning will be detailed within the Margin call warning and Charterprime reserves the right to change the terms and conditions of any Margin call warning based on market conditions, without notice to the Client. If Charterprime makes a Margin call warning, in no way does this waive the right to liquidate the Client's margined transactions as detailed in Section 9.5 above.
- 9.9 Any payment made by the Client in satisfaction of a Margin call warning must be received by Charterprime within the time specified within the Margin call warning. Charterprime may in our sole and absolute discretion close or terminate your margined transactions immediately without notice to you and decline to enter into any further margined transactions with you if you fail to honour any Margin call warnings and this shall constitute an Event of Default. Charterprime may exercise our rights in Section 18.
- 9.10 Title in and ownership of a portion or all of the money the Client deposits with Charterprime shall be transferred to Charterprime to the extent it represents an amount necessary to secure the Client's open positions or cover the Client's actual or future contingent or prospective obligations (which will be calculated daily in Charterprime's sole and absolute discretion based on the Client's daily open positions and trading and which may be greater than the Margin required to maintain the open positions, as market conditions may dictate) such that the Client will not have a proprietary claim over that portion or any of the Client's money deposited and Charterprime can deal with it on our own right.
- 9.11 When money received by Charterprime from the Client is no longer required to secure the Client's open positions or cover the Client's actual or future contingent or prospective

obligations to Charterprime, full title and ownership of the remaining money will be transferred back to the Client.

- 9.12 As a continuing security for the performance of all the Client's obligations (whether actual or contingent, present or future) to Charterprime under or pursuant to this Agreement ("Secured Obligations"), the Client grants to Charterprime, with full title guarantee, a first fixed security interest in all non-cash Margin now or in the future provided by the Client to Charterprime or to our order or under our direction or control or that of an exchange or market or otherwise standing to the credit of the Client's account under this Agreement or otherwise held by Charterprime or our affiliated companies or our nominees on the Client's behalf.
- 9.13 The Client agrees to execute such further documents and to take such further steps as Charterprime may reasonably require to perfect our security interest over, be registered as owner of or obtain legal title to the Margin, secure further the Secured Obligations, enable Charterprime to exercise our rights, or to satisfy any market requirement.
- 9.14 The Client may not withdraw or substitute any property subject to our security interest without our consent, which Charterprime may grant or withhold in our sole and absolute discretion.
- 9.15 The Client undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to Charterprime, except a lien routinely imposed on all securities in a clearing system in which such securities may be held.
- 9.16 Charterprime may, free of any adverse interest of the Client or any other person, grant a security interest over Margin provided by the Client to cover any of our obligations to an intermediate broker market or exchange, including obligations owed by the positions held by Charterprime or another of our Clients.
- 9.17 If an Event of Default occurs, Charterprime may exercise the power to sell all or any part of the Margin. Charterprime may apply the proceeds of sale or other disposal in paying the costs of such sale or other disposal and in or towards satisfaction of the Secured Obligations.
- 9.18 In addition and without prejudice to any rights that Charterprime may be entitled under this Agreement or all Applicable Regulations, Charterprime shall have a general lien on all property held by Charterprime or our affiliates or our nominees on the Client's behalf until the satisfaction of the Secured Obligations.
- 9.19 Any action taken by Charterprime in connection with or pursuant to a margined transaction by Charterprime at a time at which any Event of Default has occurred (whether Charterprime have knowledge thereof) shall be entirely without prejudice to our right to refuse any further

performance thereafter, and shall not in any circumstances be considered as a waiver of that right or as a waiver of any other rights of Charterprime's should any such Event of Default have occurred.

10. SECURITY

- 10.1 All funds, securities, commodities, currencies, and other property belonging to the Client that Charterprime or our affiliates may at any time be holding for the Client (either individually, jointly with another, or as a guarantor of the account of any other person) or that may at any time be in Charterprime or their possession or control or carried on Charterprime or them for any purpose, including safekeeping, are to be held by Charterprime as security and subject to a general lien and right of set-off for any of the Client's liabilities to Charterprime under this Agreement whether or not we have made advances in connection with such funds, securities, commodities, currencies or other property, and irrespective of the number of accounts the Client may have with Charterprime. Charterprime may, in our sole and absolute discretion and without notice to the Client, apply and/or transfer any or all funds or other property belonging to the Client between any of the Client's accounts with Charterprime.
- 10.2 Without prejudice to any other rights to which Charterprime may be entitled, we may at any time and without notice to the Client set off any amounts (whether actual or contingent, present or future) at any time owing between Charterprime and the Client. Furthermore, as a continuing security for the performance of all the Client's Secured Obligations, the Client grants to Charterprime, with full title guarantee, a first fixed security interest in all funds, securities, commodities, currencies and other property now or in the future provided by the Client to Charterprime or to our order or under our direction or control or otherwise standing to the credit of the Client's account under this Agreement or otherwise held by Charterprime or our affiliated companies or our nominees on behalf of the Client. You agree that you shall be able to apply such funds, securities, commodities, currencies and other property in or towards satisfaction of all or any part of the Secured Obligations that are due and payable to Charterprime but unpaid.
- 10.3 The Client hereby represents that any funds, securities, commodities, currencies and other property that the Client transfers to Charterprime under this Agreement are free from any lien, security interest or other encumbrance other than the lien created under this Agreement. The Client hereby also grant to Charterprime the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Clients, to Charterprime as broker or to others, any funds, securities, commodities, currencies and other property belonging to the Client which is held by Charterprime as Margin or security.

11. LIABILITY AND INDEMNITY

11.1 The MetaTrader 4 Trading Platform ("Trading Platform") is provided 'as is' and neither Charterprime nor any of our Service Providers makes any representations or warranties of any kind whatsoever regarding:

- i. the availability, currency, accuracy or completeness of the Facility;
- ii. the results to be obtained by the Client or anyone else from the use of the Facility; and
- iii. any third-party content accessible on or through the Facility.

Neither Charterprime, our affiliates, nor any of our or their directors, officers, employees and agents shall be liable for any loss or damage (including direct, indirect or consequential loss or loss of profits) suffered by the Client or any third party in connection with the provision of any services to which this Agreement applies except to the extent that such loss or damage results directly from our or their fraud, gross negligence or wilful misconduct.

11.2 Charterprime shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond our control including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in, delay or failure of any transmission, communication or computing facilities.

11.3 Should quoting, execution or other errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade that is not representative of fair market prices, an erroneous price quote from a trader, such as but not limited to a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate data feeds provided by Charterprime or third-party vendors, Charterprime will not be liable for the resulting errors in account balances or trading losses. The foregoing list is not meant to be exhaustive. In the event of a quoting or execution error, Charterprime reserves the right to make the necessary corrections or adjustments on the account involved. Any dispute arising from such quoting, execution or other errors will be resolved by Charterprime in our sole and absolute discretion.

11.4 Internet connectivity delays and price feed errors sometimes create a situation where the prices displayed on the Trading Platform or liquidity connection do not accurately reflect the market rates. Charterprime does not permit the practice of latency arbitrage or taking advantage of these internet delays. Transactions that rely on price latency arbitrage opportunities may be revoked. Charterprime reserves the right to make the necessary corrections or adjustments on the account involved in our sole and absolute discretion.

- 11.5 Charterprime shall have no obligation to contact the Client to advise upon appropriate action in light of changes in market conditions or otherwise. The foreign exchange market is highly speculative and volatile. Following execution of any transaction, the Client is solely responsible for making and maintaining contact with Charterprime for monitoring the position and ensuring that any further instructions are given on a timely basis. Charterprime shall not be responsible for any loss caused directly, indirectly, or alleged because of any inability or failure by the Client to do so.
- 11.6 The Client acknowledges that:
- i. any market information or third party recommendations communicated to the Client by or through Charterprime or any affiliate, is not based on any assessment of the Client's financial position or investment objectives and does not constitute advice or an offer to sell or the solicitation of an offer to buy any rolling spot foreign exchange contract,
 - ii. such information or recommendations, although based upon information obtained from sources believed by Charterprime to be reliable, may be based solely or partly on a third party's opinion and that such information may be incomplete and may be unverified, and
 - iii. Charterprime makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or recommendations furnished to the Client. The Client acknowledges that Charterprime makes no representations concerning the tax implications or treatment of transactions entered by the Client.
- 11.7 The Client agrees to indemnify and hold Charterprime, our affiliates, our Service Providers, and any of our or their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees and costs, incurred by Charterprime in connection with the provision of services to the Client provided that any such liabilities, losses, damages, costs and expenses have not arisen due to fraud, gross negligence or wilful misconduct from the Company.
- 11.8 Except for the foregoing express warranties set forth Section 19, Charterprime, our employees, agents, affiliates, subsidiaries, resellers, third party information providers, merchants, licensors and the like make no warranties or promises, either express or implied, including without limitation:
- i. Any implied warranty of merchantability;

- ii. The fitness of our service for a particular purpose;
 - iii. The results that might be obtained by using the on-line facility;
 - iv. The accuracy or reliability of any information contained or provided through the MetaTrader 4 Trading Platform; or
 - v. No loss of data, regardless of cause.
- 11.9 Charterprime and our affiliates are not liable for incidental, special, consequential, indirect or punitive damages for any reason (including loss of data or other business or property damage), even if the Client has advised of such a claim.
- 11.10 The aggregate liability of Charterprime and our affiliates does not exceed the fees that the Client pays under this Agreement during the thirty (30) days preceding the date on which Client first makes the applicable claim.

12. CONFIRMATIONS

- 12.1 Following the execution of a transaction for the Client's account, Charterprime will confirm that transaction by electronic receipt and/or reflecting the same in the MetaTrader 4 terminal. However, failure to do so will not affect the validity of the transaction. Confirmations shall be deemed to be conclusive and binding on the Client if not objected to immediately upon receipt with such objection confirmed in writing within one (1) business day after dispatch.
- 12.2 The Client will be able to generate daily, monthly and annual reports of account activity as well as a report of each executed trade from the Client's MetaTrader 4 terminal. Account information will include trade confirmations with ticket numbers, purchase and sale rates, used Margin, amount available for Margin trading, statements of profits and losses, as well as current open or pending positions.

13. CONSENT TO ELECTRONIC COMMUNICATION

- 13.1 The Client consents and agrees that communications between the Client and the Company may be and ordinarily will be made via electronic media (email). Communications sent through the website or by electronic media shall be treated as satisfying any legal requirement that a communication should be signed and in writing, to the extent permitted by Applicable Regulations.
- 13.2 Changes to the term and conditions or other important communications may be posted on Charterprime's website www.charterprime.com, it is the Clients' responsibility to check for these updates.

- 13.3 By submitting an application, the Client is deemed to have electronically signed this Agreement and other related documents. You acknowledge receipt of these and related documents contained in Charterprime's electronic account package and you agree to be bound by our terms and conditions therein. In addition, by signing the Agreement and related documents, you are consenting to Charterprime maintaining and you receiving electronic records of your trades and accounts.

14. NOTICES

- 14.1 Reports, statements, notices and any other communications may be transmitted to the Client via email, other electronic delivery methods, or postal service, to such address as the Client may from time to time notify in writing to Charterprime. All communications so sent, whether by mail, messenger, email, or otherwise, shall be deemed transmitted by Charterprime when deposited in the mail, or when received by a transmitting agent, and deemed delivered to the Client personally, whether received by the Client or not.
- 14.2 Charterprime from time to time may execute the Client's orders with a counterparty outside the Australasian region, or in an unregulated market, or on a Multi-Lateral Trading Facility. You hereby agree and acknowledge that you consent to such transaction taking place. Signing this Agreement shall serve as consent and confirmation of accepting this.

15. AMENDMENT AND TERMINATION

- 15.1 The Client agrees that the version of this Agreement published on Charterprime's website at the time of entering a Margin forex contract governs that Margin forex contract.
- 15.2 Charterprime may amend or replace this Agreement by giving written notice of the change. Charterprime only make changes for good reason, including:
- i. making the provisions clearer;
 - ii. reflecting legitimate increases or reductions in the cost of providing services to the Client;
 - iii. rectifying any mistakes that may be discovered;
 - iv. reflecting any changes in the Applicable Regulations, codes of practice or decisions by court, regulator or similar body;
 - v. reflecting changes in market conditions; and
 - vi. reflecting changes in the way the Company does business.

15.3 Amendments made under Section 15 will apply, including to all open Positions and unexpected orders, from the effective date as stated by Charterprime of the changes specified in the notice.

15.4 Charterprime reserves the right to terminate any transactions which has resulted from any misconfiguration, technical error or if Charterprime suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in the Client's account or multiple accounts with Charterprime or otherwise related or connected to the any and/or all transactions. Under such circumstances, Charterprime shall be entitled to withdraw any profits and charge any costs which we deem, in our sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any transactions or profits or in the event of any damages or losses which may result from the termination.

Charterprime may also terminate this Agreement upon notice in writing to the Client at any time. Upon termination, the right to use and access the services will cease immediately.

15.5 If the Client wishes to terminate this Agreement, the Client can do so by notice in writing to Charterprime, provided that the Client does not have any open currency position(s) and does not have any outstanding liabilities to Charterprime.

You may also choose to leave your account inactive and cease the use of Charterprime's services without terminating this Agreement.

Even in the event of termination, all previous actions and trading activities carried out by you are still subject to the governing law, as well as the terms of this Agreement with Charterprime.


15.6 A termination of this Agreement shall not imply that any of your responsibilities cease to exist; you shall still be liable to settle your obligations and pay to the Company:

- i. any amount that is due to us;
- ii. any expenses that are incurred by or charged to Charterprime, as a result of the termination of the Agreement; and
- iii. any damage or loss that has arisen because of an arrangement or settlement.

15.7 All provisions of this Agreement relating to, but not limited to, risks, the Client's liabilities and obligations, confidentiality, warranty, disclaimers, and other limitations shall survive the termination of this Agreement for any reason.

16. CONFIDENTIALITY AND DATA PROTECTION

- 16.1 Charterprime may collect, use and disclose personal data about the Client, including personal data the Client may voluntarily disclose to Charterprime in any manner, so that Charterprime can,
- i. carry out our obligations under this Agreement;
 - ii. carry out our everyday business activities and dealings with the Client;
 - iii. compile statistical analysis of the pages of the On-Line Facility visited;
 - iv. monitor and analyse our business;
 - v. participate in crime prevention, legal and regulatory compliance;
 - vi. market and develop other products and services;
 - vii. transfer any of our rights or obligations under this Agreement; and
 - viii. process the Client's personal data for other related purposes.
- 16.2 If the Client chooses to withhold personal data requested (except for sensitive personal data as described in Section 16.3 below), Charterprime will not be able to give the Client access to the MetaTrader 4 Trading Platform.
- 16.3 Charterprime will not obtain or require disclosure of sensitive personal data (such as ethnic origin, religion or medical records) but if the Client chooses to provide such sensitive personal data, Charterprime may assume such sensitive data is provided with the Client's consent for processing for the purposes for which such personal data was provided, unless otherwise notified by the Client to Charterprime in writing.
- 16.4 Neither Charterprime nor any Service Provider will disclose any personal data we collect about the Client to third parties except:
- i. to the extent that it is required to do so by any applicable law or regulation;
 - ii. where there is a duty to the public to disclose;
 - iii. where the Company's legitimate business interests require disclosure; or
 - iv. at the Client's request or with the Client's consent or to persons described in Section 16.5 below.

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- 16.5 Charterprime or a Service Provider may disclose personal data about the Client to those who provide services to Charterprime or a Service Provider or act as our or a Service Provider's agents, to any person to whom Charterprime or a Service Provider transfers or proposes to transfer any of the rights or obligations under this Agreement and to licensed credit reference agencies or other organizations that help Charterprime or a Service Provider and others,
- i. act lawfully,
 - ii. make credit decisions,
 - iii. reduce the incidence of fraud or
 - iv. in the course of carrying out identity, fraud prevention or credit control checks.
- 16.6 In addition, Charterprime may share personal data about the Client with our affiliates for business purposes, such as servicing client accounts and informing clients about new products and services, as permitted by Applicable Regulations. Our affiliates are companies controlled or owned by Charterprime or companies under common control with Charterprime, and include financial service companies such as dealers, brokers, futures commission merchants and advisors.
- 16.7 The Client has certain rights of access to some or all of the personal data Charterprime collects and holds about him/her at the time of request, or to have inaccurate information corrected, under applicable data protection laws. If you wish to exercise such rights, you should contact Charterprime in writing, and may be requested to provide further information to assist the Company in complying with such request.
- 16.8 Charterprime and Service Providers will transfer data, including personal data and data on the Client's trading activity, collected and held about the Client to other countries, including countries outside the Australasian region that may not have data protection laws, for any of the purposes described in this Section 16. The Client consents to such transfer.
- 16.9 Charterprime or a Service Provider may record or monitor telephone conversations and email correspondence between Charterprime and the Client for security, compliance with the law, training purposes and to maintain and improve the quality of our services.
- 16.10 Charterprime may use cookies or IP address tracking devices on the Trading Platform to administer trading, store password and usernames.

A cookie is a piece of data stored on the computer containing information about the Client relating to the use of the MetaTrader 4 Trading Platform.

IP addresses may be linked to the Client's personal data and by tracking these addresses, Charterprime would be obtaining personal data. Access to the Trading Platform is conditional on acceptance by the Client of any cookies and IP address tracking devices described in and for the purposes explained in this Section 16.

You acknowledge that you understand the broad nature of cookies and IP address tracking devices and the purposes for which they will be used by the Company.


- 16.11 In order to verify the Client's identity and or creditworthiness, Charterprime may use information from your application to perform a credit check with one or more credit agencies.
- 16.12 You authorize Charterprime and our agents to verify your identity and or creditworthiness and in connection therewith, to contact such banks, financial institutions and credit agencies as Charterprime shall deem appropriate to verify such information.
- 16.13 Upon reasonable request made in writing by the Client, Charterprime will allow the Client to review (and at the Client's expense, copy) any records maintained by Charterprime relating to the Client's credit standing.
- 16.14 Within one (1) business day of the receipt of the Client's application, you will receive an email from Charterprime with an update on the status of your account. If Charterprime is unable to verify your identity, the email will include details on how to complete the account application.

17. CONSENT TO DIRECT CONTACT

- 17.1 The Client accepts that Charterprime, for the purpose of marketing financial services and products, may, from time to time, make direct contact with the Client by telephone and/or means of electronic communication. The Client agrees to such communications and agrees that the Client will not consider such communication a breach of any of the Client's rights under any relevant data protection and/or privacy regulations.
- 17.2 The Client accepts that Charterprime, for the purpose of compliance, shall have the right to request any information or documentation reasonably required and the Client shall be obliged to provide the same to Charterprime immediately.

18. EVENT OF DEFAULT/NETTING

- 18.1 An "Event of Default" shall occur if at any time:
- The Client fails to comply fully and immediately with any obligation to make any payment or to make or take delivery of any property when due to or required by the Company;

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- b. The Client defaults in any other obligation or commit any breach of any other obligations under this Agreement (including any transaction governed by this Agreement), including but not limited to, any call for Margin;
 - c. any representation or warranty made by the Client was or has become or subsequently would if repeated at any time be incorrect;
 - d. due to market fluctuations or for any other reason Charterprime shall in our sole and absolute discretion consider that Charterprime holds insufficient Margin or determine that any security held by us to protect one or more of the Client's account(s) is inadequate regardless of current market quotations;
 - e. Charterprime, acting in our sole and absolute discretion, determine that there is or has been an adverse change in the creditworthiness of any party providing a guarantee and/or indemnity in respect of the Client's obligations under this Agreement;
 - f. Charterprime considers it necessary or desirable to prevent what we consider is or might be a violation of any applicable laws or regulations or good standard of market practice;
 - g. You commence a voluntary case or other procedure seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each an "Insolvency Officer") of you or any substantial part of your assets; or if you take any action to authorize any of the foregoing;
 - h. an involuntary case or other procedure is commenced against the Client seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any other law with potential application to you, if insolvent) or seeking the appointment of an Insolvency Officer of you or any substantial part of your assets;
 - i. You are dissolved, or, if your capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedures are commenced seeking or proposing your dissolution, removal from such a register, or the ending of such a registration;

- j. any credit support provider fails to comply with or perform any Agreement or obligation to be complied with or performed by the Client or it in accordance with the applicable credit support document;
 - k. any credit support document expires or ceases to be in full force and effect prior to the satisfaction of all the Client's obligations under this Agreement, unless otherwise agreed in writing by the Company;
 - l. any representation or warranty made or given or deemed made or given by any credit support provider pursuant to any credit support document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given or any event referred to in this Section 18.1 occurs in respect of any credit support provider; or
 - m. where you or your credit support provider is a partnership, any of the events referred to in this Section 18.1 occurs in respect of one or more of you or your partners.
- 18.2 Subject to Section 18.3 below, at any time following the occurrence of an Event of Default, Charterprime may, by notice to the Client, specify a day on which we will commence the termination and liquidation of transactions (the "Liquidation Date").
- 18.3 Unless Charterprime specifies otherwise, the date of the occurrence of any Event of Default shall automatically constitute a Liquidation Date ("Automatic Termination"), without the need for any notice by Charterprime and the provisions of Section 18.4 below shall then apply.
- 18.4 Upon the occurrence of a Liquidation Date:
- a. Charterprime shall not be obliged to make any further payments or deliveries under any transactions that would, but for this Section 18, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount (as defined in Section 18.4(c) below);
 - b. Charterprime shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine (discounting if appropriate), in respect of each transaction or group of transactions referred to in Section 18.4 (a) above, our total cost, loss or, as the case may be, gain, in each case expressed in the currency specified by Charterprime ("Base Currency") and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position as a result of the termination, pursuant to this Agreement, of each such

transaction, including losses and costs (or gains) in respect of any payment or delivery required to be made under such transaction (assuming satisfaction of each applicable condition precedent) on or before the Liquidation Date and not made; and

- c. Charterprime shall treat each cost or loss to it, determined as above, as a positive amount and each gain by Charterprime, so determined, as a negative amount and aggregate all such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the "Liquidation Amount").

18.5 If the Liquidation Amount determined pursuant to Section 18.4 above is a positive amount, the Client shall pay it to Charterprime and if it is a negative amount, Charterprime shall pay it to the Client. Charterprime shall notify the Client of the Liquidation Amount, and by whom it is payable, promptly after the calculation of such amount.

18.6 The Liquidation Amount shall be paid in the Base Currency by the close of business on the business day following the completion of the termination and liquidation under Section 18.4 above (converted as required by Applicable Regulations into any other currency, any costs of such conversion to be borne by the Client, and (if applicable) deducted from any payment to the Client). Any Liquidation Amount not paid on the due date shall be treated as an unpaid amount and bear interest, at the rate of one tenth of a percent (0.1%) per day or as otherwise may be reasonably determined by Charterprime to be the cost of funding such overdue amount (or such lesser amount as may be permitted by Applicable Regulations). Interest will accrue on a daily basis and will be due and payable by the Client as a separate debt.

18.7 For the purposes of any calculation hereunder, Charterprime may convert amounts denominated in any other currency into the Base Currency at such rate prevailing at the time of the calculation as we shall reasonably select.

18.8 Charterprime shall not be obliged to make any payment or delivery scheduled to be made by Charterprime under a transaction for as long as an Event of Default or a potential Event of Default with respect to the Client has occurred and is continuing.

18.9 Charterprime rights under this Section 18 are in addition to, and not in limitation or exclusion of, any other rights that Charterprime may have under this Agreement or otherwise whether by agreement or operation of law. In particular and without prejudice to the provisions of Sections 18.2 - 18.8 above, Charterprime is authorized and entitled, without notification to the Client and in our sole and absolute discretion to take such action as we deem necessary, expedient or desirable, to protect our own position, including without limitation, one or more of the following actions (whether in whole or in part):

- a. close out or give instructions to close out all or any of the Client's open positions;

- b. perform, cancel or if applicable abandon any of the Client's open positions;
- c. borrow, buy, sell, mortgage, charge or otherwise dispose of any or all investments, monies or other assets that the Client may have requested Charterprime to enter into or hold with or for the Client or other property of any type held or carried for the Client (whether entered into or held as security for the Client's obligations to Charterprime hereunder or otherwise) or purchase or borrow any or all investments or other assets;
- d. satisfy any obligation that the Client may have to Charterprime, either directly or by way of guarantee or surety ship, out of any of the Client's investments, monies or other assets in Charterprime's custody or control; and
- e. cancel any or all outstanding orders or contracts or any other commitments made with or for the Client.

18.10 Any of the above actions in Section 18.9 may be taken without demand for Margin or additional Margin, and regardless of whether the relevant investments or transactions that Charterprime may have executed or arranged with, or for the Client, are solely the Client's or held jointly with others. In liquidating any long or short positions Charterprime may, at our sole and absolute discretion, sell or purchase in the same contract month or initiate new long or short positions in order to establish a spread or straddle that in our sole and absolute judgment is necessary or advisable to protect existing positions on the Client's account. In all cases, a prior demand by Charterprime, or notice of the time and place of a sale or purchase, shall not constitute a waiver of our rights to sell or buy without demand or notice as herewith provided. You will at all times be liable for the payment of any debit balance on your account and you will be liable for any deficiency remaining on your account in the event of the liquidation thereof in whole or in part by either party. If the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities due to Charterprime from the Client, the Client must and will promptly pay on demand the deficit and all unpaid liabilities together with overdue interest.

19. REPRESENTATIONS AND WARRANTIES

19.1 The Client represents and warrants that:

- a. The Client is an entity properly organized in the jurisdiction identified on the application form, or an individual and applying for brokerage services;
- b. no person other than the Client has or will have an interest in the Client's account(s);

- c. the Client has read and understands the risk disclosure statements and the High-Risk Investment Notice attached hereto as Schedule A,
 - d. trading rolling spot foreign exchange is suitable for you and that you are aware of the risks involved with such transactions,
 - e. the Client has not been coerced or otherwise persuaded to enter into this Agreement,
 - f. the Client is legally entitled to use our services in accordance with applicable law; and
 - g. the Client is over eighteen (18) years of age or has reached legal age in their country of residence (in case the Client is a natural person) or has full capacity (in case the Client is a legal person).
- 19.2 The Client represents and warrants that the information disclosed to Charterprime on this Agreement and in the Account Opening Form (including any financial information) is true, accurate and complete in all material respects. The Client must notify Charterprime immediately of any changes to any information the Client has provided to Charterprime.
- 19.3 The Client does hereby represent and covenant to Charterprime as follows:
- a. The Client is duly organized, validly existing and in good standing under the laws of our state or country of organization, and is qualified to do business in such other jurisdictions as the nature of our business activities and properties therein may require.
 - b. You have the right and power to enter into and perform your duties under this Agreement; has taken all requisite corporate action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated herein; and that this Agreement has been duly authorized, executed and delivered by the parties hereto and is binding upon and enforceable against you in accordance with the terms hereof.
 - c. Neither the execution, delivery or performance of this Agreement by nor the consummation of any transaction contemplated otherwise, conflict with, result in a breach of, or constitute a default under or violate, as the case may be,
 - i. the charter documents of the Client,
 - ii. any foreign, federal, state or local law, statute, ordinance, rule or regulation,
 - iii. any court or administrative order or process, or
 - iv. any contract, agreement, arrangement, commitment or plan of the Client to which or by which the Client may be bound.

- d. The Client is and always during the term hereof appropriately registered, or exempt from registration, in accordance with any local rules and regulations.
- e. The Client shall keep confidential any information such party may acquire as the result of this Agreement regarding the business and affairs of Charterprime, and shall make available to third parties only such agreements, documents and papers supplied by Charterprime as may be authorized by Charterprime in writing or pursuant to any order, subpoena or other process of a court or regulatory body of competent jurisdiction. The Client shall give Charterprime prompt notice of the receipt by such party of any such order, subpoena or other process.
- f. The Client acknowledges that Charterprime does not provide any service or product that may be used to avoid or circumvent any laws, rules, or regulation in any country or territory. Charterprime will not be held responsible if any of our clients do so. Furthermore, Charterprime will not be responsible for any levies, fines, or enforcement actions resulting from these infringements.
- g. The Client acknowledges that it is your sole responsibility to ensure you are conducting business legally and appropriately and that it is your duty to hire proper legal, compliance and other professional counsel if and where is required.

20. FORCE MAJEURE

- 20.1 Charterprime shall, in our reasonable opinion, determine that a force majeure event occurred, and under such circumstances, Charterprime will endeavour and take the appropriate steps to inform the Client.
- 20.2 No party shall be liable for any default or delay in the performance of its obligations under this Agreement (including but not limited to breach) if and to the extent such default or delay is caused, directly or indirectly, by circumstances beyond a party's reasonable control, including but not limited to fire, flood, epidemic, power failure, earthquake, elements of nature or acts of God, act of governmental body or military authority, wars, riots, civil disorders, labour disputes, blockades, embargoes, terrorist activities, civil insurrection, rebellions or revolutions or any other similar cause beyond the reasonable control of such party, except to the extent that the non-performing party is at fault in failing to prevent or causing such default or delay, and provided that such default or delay cannot, by commercially reasonable efforts of the non-performing party, be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means.
- 20.3 If Charterprime determines that a force majeure event has occurred, without prejudice to any other rights of the Client under this Agreement, the Company may,

- a. increase Margin requirements;
- b. decrease leverage;
- c. close-out, in good faith, any open positions at a price that Charterprime considers reasonable;
- d. request amendments to any closed positions;
- e. suspend the provision of services to the Client and/or amend any of the content of this Agreement as it becomes impossible for Charterprime to comply with it.

Unless required by Law, Charterprime is entitled to refuse the provision of service to the Client, at any time, without being obliged to inform the Client of the reasons to do so in order to protect the legitimate interests of the Company.

21. GOVERNING LAW; JURISDICTION; NO JURIES; CONSTRUCTION

- 21.1 This Agreement is governed by and shall be construed in accordance with the laws of Saint Vincent and the Grenadines. The Client irrevocably submits to the exclusive jurisdiction of the Saint Vincent and the Grenadines courts to settle any suit, action or other proceedings relating to this Agreement ("Proceedings"). Nothing in this Agreement shall prevent Charterprime from bringing proceedings against the Client in any jurisdiction.
- 21.2 Each party irrevocably waives any objection that it may have at any time
- (a) to the venue of any proceedings brought in the courts of the Saint Vincent and the Grenadines,
 - (b) that such proceedings have been brought in an inconvenient forum or
 - (c) that such courts do not have jurisdiction over it.
- 21.3 Each party waives its right to a trial by jury about any such action or judicial proceeding.
- 21.4 The language of all parts of this Agreement shall in all cases be construed per its fair meaning, and not strictly for or against either party. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party.

22. COMPLAINTS AND DISPUTE RESOLUTION

22.1 If the Client has any complaints about Charterprime's performance under this Agreement, the Client will direct that complaint to the customer support department enquiry@charterprime.com

22.2 Charterprime shall not be liable to the Client if for any reason the Client has received less profit than the Client had hoped for or has incurred a loss from an uncompleted action which the Client had intended to complete.

Charterprime shall not be liable to the Client regarding any indirect, consequential or non-financial damage (emotional distress, etc.).

22.3 A complaint shall include:

- a. The Client's name and surname;
- b. The Client's trading account number;
- c. The date and time of the issue;
- d. The description of the issue; and
- e. The affected transactions (if applicable).

22.4 A complaint must not include offensive language directed either to Charterprime or our employees.

22.5 The Compliance Department shall consider the Client's complaint or dispute and endeavour to investigate any dispute or complaint as soon as reasonably practicable. All complaints will be reviewed and replied to within five working days from the day the complaint is received.

22.6 Charterprime shall have the absolute right to refuse a complaint lodged by the Client.

23. ON-LINE ACCESS

23.1 Through the Trading Platform(s), you may review any of your trading accounts, including but not limited to open and closed positions. In addition, through the Member's Area, you as the Client may manage your account and deposit or withdraw money depending on the Client's trading needs.

23.2 To use the MetaTrader 4 Trading Platform the Client will need an account number and a trading password, which will be emailed to the address nominated on the application form.

23.3 In relation to the MetaTrader 4 Account number and password the Client acknowledges and undertakes that:

- a. The Client will be responsible for the confidentiality and use of the password;
- b. other than with Charterprime's prior written consent, you will not disclose your account number and password to persons other than the Client's authorized representatives for any purpose whatsoever;
- c. Charterprime may rely on all instructions, orders and other communications entered using the Client's password, and the Client will be bound by any transaction entered into or expense incurred on the Client's behalf in reliance on such instructions, orders and other communications; and
- d. You will immediately notify Charterprime at enquiry@charterprime.com if you become aware of the loss, theft or disclosure to any third party or of any unauthorized use of your password.

23.4 If Charterprime believes that your account is being used without your knowledge by unauthorized persons, we may without prior notice suspend your rights to use the Trading Platform.

23.5 The Client shall be solely responsible for providing and maintaining any equipment and software and for making all appropriate arrangements with any telecommunications suppliers or, where access to the Trading Platform is provided through a third-party server, any such third party, necessary to obtain access to the MetaTrader 4 Trading Platform. Neither Charterprime nor any company maintaining, operating, owning, licensing, or providing services to Charterprime about, the Trading Platform makes any representation or warranty as to the suitability or otherwise of any such equipment, software or arrangements you use.

23.6 The Client will not use, or allow the use of, the Trading Platform:

- i. in contravention of any laws, regulations or rules of any regulatory authorities to which either parties are subjected to;
- ii. to introduce a software virus or other disruptive program or do any act that would cause the Trading Platform to become unavailable for use by others;
- iii. in any way that is not authorized by Charterprime or in breach of this Agreement or other agreements with Charterprime.

24. METATRADER 4 TRADING PLATFORM – LETTER OF DIRECTION

- 24.1 If the Client utilizes Charterprime's MetaTrader 4 Trading Platform owned by Metaquotes Software ("Trading Platform"), the Client is deemed to have read and accepted this Agreement, including this Section 24.
- 24.2 The Client wishes to utilize the Trading Platform to execute trades and to direct trade orders and trade details to Charterprime liquidity providers. Clients using the Trading Platform will not be entering trades orders and trade details directly with Charterprime, but rather will be entering trade orders and trade details through the Trading Platform for processing by a third party. The Client hereby authorizes and directs Charterprime to enter trades for the Client's account in accordance with trading signals generated and sent to Charterprime by the Trading Platform. The Client further acknowledges and agrees as follows:
- a. Trade orders and trade details are generated by the Trading Platform and not by Charterprime. Charterprime's responsibility is to use commercially reasonable efforts to enter orders pursuant to the trade orders and trade details generated by the Trading Platform and as received by Charterprime. Charterprime has not solicited, or in any other way recommended, Client's participation in the Trading Platform. The Client has made inquiries and conducted research into the Trading Platform sufficient to make an informed investment decision. Charterprime cannot imply or guarantee that you will make a profit from your use of the Trading Platform. Charterprime will not be held responsible for the Trading Platform's performance or trading losses incurred in the Client's account because of trading pursuant to the Trading Platform.
 - b. If more than one Charterprime client is using the same system or service as the Trading Platform, the Client acknowledges that Charterprime may enter block orders to enhance order execution, in which case a fair and systematic fill allocation method will be employed. Charterprime will only be responsible for using our commercially reasonable efforts to execute, in a timely fashion, the trade orders and trade details generated by the Trading Platform. Charterprime shall not be responsible for any error or malfunction of the Trading Platform, mechanical or communication line failure, system errors, data failure or any other causes beyond our control. Charterprime can accept and execute orders only if actually received or generated and then on a "not held" basis (i.e. Charterprime shall not be held responsible for the execution of the order at the price indicated or otherwise)
 - c. The Client has had the opportunity to ask questions on how Client's account will be handled and acknowledges that the Client has not purchased the Trading Platform from Charterprime. No trading system or recommendation service, including the Trading

Platform, is free from the risk of loss. Charterprime does not imply or guarantee that the Client will make a profit and the Client agrees that neither Charterprime nor any of our officers, directors, employees, consultants, agents or affiliates will be held responsible for the performance of the Trading Platform or trading losses in Client's account.

- d. Charterprime may act upon the authority given by this Agreement until the Client revokes the authority by written notice addressed and delivered to Charterprime, in accordance with the instructions and details on Charterprime's website. Charterprime may also terminate the authorization over the Trading Platform at any time for any reason in our sole and absolute discretion and will provide the Client with written or electronic notice. The Client shall be responsible for any open lots in the Client's account at the time the Trading Platform is terminated. The Client shall permit Charterprime to execute offsetting orders for any open lots in the Client's account at the time this Agreement is terminated.
- e. Neither Charterprime nor any of our officers, directors, employees, consultants, agents or affiliates will be held liable for any act or omission during or in connection with the Client's use of the Trading Platform. The Client shall indemnify Charterprime, our officers, directors, employees, agents, affiliates, successor and/or assigns from all losses and/or liability (including reasonable attorney's and/or accountant's fees) incurred or resulting from use of the Trading Platform, provided that there has been no judicial determination that such liability was the result of fraud, gross negligence or wilful misconduct by Charterprime, and further provided that the conduct that was the basis for such liability was not undertaken in the actual and reasonable belief that it was in the best interest of the Client's account.

25. INSTRUCTIONS AND TRANSACTIONS

- 25.1 Unless otherwise agreed by Charterprime, all dealing instructions must be given to Charterprime electronically through the Client's Trading Platform.
- 25.2 A dealing instruction given by the Client shall not take effect until actually received by the Company. In the absence of fraud, gross negligence or wilful misconduct on the Company's part, the Company shall be entitled to act on the behalf of the Client upon instruction given or purporting to be given by the Client or any other person on the Client's behalf without further inquiry as to the genuineness, authority or identity of any such person giving or purporting to give such instructions.
- 25.3 Charterprime may, in our sole and absolute discretion, refuse to accept any dealing instructions from the Client but will endeavour to notify the Client of any such refusal, without giving any reasons, promptly following receipt of the Client's instructions. In addition, a

dealing instruction that for any reason is not received by Charterprime in a manner in which it can be processed shall be deemed rejected by us.

- 25.4 Charterprime may cancel any instructions previously given by the Client provided that Charterprime have not acted on the Client's instructions. Neither Charterprime, our affiliates, nor any of their directors, officers, employees and agents shall be liable for any loss or damage (including direct, indirect or consequential loss or loss of profits) suffered by the Client or any third party in connection any action or inaction under this Section, except to the extent that such loss or damage results directly from their fraud, gross negligence or wilful misconduct.
- 25.5 Execution of a dealing instruction by Charterprime shall constitute a binding agreement by the Client and Charterprime to a transaction between Charterprime on the terms of such instruction.

26. SETTLEMENT DATE, ROLLOVER AND OFFSET INSTRUCTIONS

- 26.1 Charterprime will automatically rollover all open positions on the Client's account to the following business day based on the rollover schedule. The Client will be responsible for any debit or credits to the Client's account subject to current market rates. Charterprime may charge the Client a fee in respect of each such position that is rolled over.
- 26.2 In the absence of timely instructions from the Client, Charterprime is authorized, at our sole and absolute discretion, to rollover or offset all or any portion of the currency positions in the Client's accounts or to make or receive delivery on the Client's behalf upon such terms and by such methods deemed reasonable by Charterprime in our sole and absolute discretion.
- 26.3 For the avoidance of doubt, Charterprime will not arrange delivery of currencies unless Charterprime deem necessary pursuant to Section 26.2 above, or if Charterprime otherwise agree in writing with the Client. Similarly, unless such arrangements have been made by Charterprime any currency positions that settle shall do so by credit or debit to the Client's account with Charterprime.

27. LEVERAGE

- 27.1 You may set a leverage that may range from 1:1 to 1:500 upon opening an account, and you may send a request to amend the leverage level, through the registered email address with the MetaTrader 4 trading account.
- 27.2 Specific leverage limits may apply to certain instruments, platforms, and/or jurisdiction.

- 27.3 The Company will endeavour to notify the Client of any changes in the leverage levels. However, Charterprime reserves the right to change the leverage of the trading account with immediate effect without giving prior notice.
- 27.4 Charterprime may also vary or change the leverage levels of the financial instruments with immediate effect, at our discretion.
- 27.5 The Company is entitled to apply new Margin requirements to new positions and to the positions which are already open.

28. PRICES AND OPEN POSITIONS

- 28.1 Charterprime will provide the Client with "bid" and "offer" prices in respect of currencies through the MetaTrader 4 Trading Platform. The prices that Charterprime quote are prices based on prices received from various market participants and may or may not be marked up or marked down from inter-bank spreads by the liquidity provider or by Charterprime. Charterprime does not represent that prices provided reflect inter-bank spreads.
- 28.2 Each price shall be effective and may be used in a dealing instruction prior to the earlier of its expiration time and the time, if any, at which it is otherwise withdrawn by us. A price may not be used in a dealing instruction after such time. Each price shall be available for use in a dealing instruction for a transaction with a principal amount not to exceed a maximum determined by Charterprime. The Client acknowledge that these prices and maximum amounts may differ from prices and maximum amounts provided to other clients of Charterprime's and may be withdrawn or changed without notice.
- 28.3 Charterprime may in our sole and absolute discretion and without prior notice to the Client immediately cease to provide prices in some or all currency pairs and for some or all value dates at any time.
- 28.4 Charterprime's service is restricted to executing transactions at the quoted prices at the Client's request. When executing transactions Charterprime will not be executing orders on the Client's behalf and accordingly Charterprime will not be subject to any obligation to take reasonable steps to obtain the best possible result for the Client.
- 28.5 Charterprime may combine the Client's orders with orders of our own account or the account of our affiliates or with those of other clients. By aggregating the Client's orders with those of other clients, Charterprime must reasonably believe that it is unlikely that the aggregation would work overall to the disadvantage of those clients. However, the effect of the aggregation may operate on some occasions to the Client's disadvantage in relation to a particular order. Charterprime may fill the Client's orders for a portion of the principal amount

specified in the dealing instruction. In such event, the unfilled portion of the order shall remain in effect until withdrawn, cancelled or executed.

28.6 Charterprime may require the Client to limit the number of open positions that the Client may have through Charterprime at any time. Charterprime may in our sole and absolute discretion close out any one or more transactions to ensure that such positions limits are maintained.

28.7 Charterprime reserve the right to refuse to honour transactions if it:

- i. affects the orderly function of the market;
- ii. constitutes an abusive exploitation of privileged confidential information;
- iii. contributes to the laundering of illegal funds;
- iv. affects in any manner the reliability or orderly operation of the Trading Platform(s); and,
- v. relates to the purchase of a financial instrument but there is insufficient free Margin in the relevant trading account to cover such purchase and any applicable charges.

28.8 Charterprime reserves the right to refuse the execution of a pending order and/or modify the opening/closing price of an order if a technical or other error occurs.

28.9 The Client accepts that Charterprime may refuse to execute an instruction for trading financial instruments.

28.10 The Client accepts that if Charterprime were to refuse the execution of the Client's order, the obligations of the Client under this Agreement shall remain unaffected.

29. LINKS

29.1 Charterprime's website may contain links to other websites that are not controlled by Charterprime or any Service Providers and contain material produced by independent third parties. The owners of such linked websites do not necessarily have any relationship, commercial or otherwise, with Charterprime. The existence of a link from the website to any third party website does not constitute a recommendation or other approval by Charterprime or any Service Provider of such website, their content or any provider thereof.

29.2 Any opinions or recommendations expressed on third party websites are those of the relevant provider and are not the opinions or recommendations of Charterprime's or any Service Provider. Neither Charterprime nor any Service Provider accepts any responsibility for content provided on any website that may be accessed through links on the On-line Facility.

30. JOINT ACCOUNTS

30.1 Where the Client has a joint account:

- a. both accountholders will be deemed to have executed this Agreement on submission of the application;
- b. the obligations of the accountholders under this Agreement shall be joint and several;
- c. the representations made in Section 19 above shall be deemed to have been made by both accountholders; and
- d. Charterprime may transmit notices and other communications to any one of the Client and may rely on notices and communications given by any one of the Client.

31. ANTI MONEY LAUNDERING (AML)

31.1 Charterprime complies with AML standards as set out by our Prime Brokers and Liquidity Providers. This include internal policies, procedures and controls to deter, detect, and report suspicious activity.

31.2 Money Laundering is the involvement in any transaction or series of transactions that seek to conceal or disguise the nature of source of proceeds derived from illegal activities, including drug trafficking, terrorism, organized crime, fraud, and many other crimes. Charterprime therefore will request the Client provide certified documentation to Charterprime at account opening.

31.3 Suspicious transactions will be investigated and reported to the appropriate authorities.

31.4 Charterprime does not accept third party funds. This means, all incoming and outgoing bank wires must be to and from an account having the Client's name on the account.

31.5 Charterprime has the right, in our sole and absolute discretion, to reject an account for any reason.

32. GENERAL


32.1 The provision of the Company's services to the Client is subject to all applicable laws, regulations and other provisions or market practices to which Charterprime are subject (collectively, the "Applicable Regulations"). If any conflict arises between this Agreement and any Applicable Regulations, the latter shall prevail. Charterprime is not required to do anything

or refrain from doing anything that would infringe any Applicable Regulations and may do whatever Charterprime consider necessary to comply with them.

- 32.2 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- 32.3 Any failure by Charterprime (whether continued or not) to insist upon strict compliance with any provision hereof shall not constitute nor be deemed to constitute a waiver by Charterprime of any of our rights or remedies. The rights and remedies conferred upon Charterprime hereby shall be cumulative and the exercise or waiver of any part thereof shall not preclude or inhibit the exercise of any other additional rights and remedies.
- 32.4 Without the prior written consent of Charterprime, the Client may not assign, transfer or sublicense the Client's rights, duties, or obligations under this Agreement, whether by operation of law, merger or otherwise, to any person or entity, in whole or in part. Any attempt to do so without first obtaining such prior written consent shall be void and of no force and effect.
- 32.5 No action, regardless of form, arising out of or in connection this Agreement, or otherwise existing between the parties, may be brought by a party more than two (2) years after the cause of action is discovered. Discovery of action must be reported within two (2) years of termination of this Agreement.
- 32.6 Charterprime may record the telephone conversations with the Client and such recordings may be used in evidence in any dispute arising in connection with any transactions under this Agreement.
- 32.7 No person who is not a party to this Agreement may enforce any term of this Agreement.
- 32.8 This Agreement is supplied in English, and Charterprime will communicate with the Client mainly in English during the Company's relationship with the Client.
- 32.9 This Agreement is written in the English and Chinese languages and both languages shall have equal validity. If there are any conflicts or inconsistencies between the English version and the Chinese version, the English version shall be the governing and prevailing version.

SCHEDULE A – HIGH RISK INVESTMENT NOTICE

Trading currencies involves substantial risk that is not suitable for everyone. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.



In addition to standard industry disclosures contained in this Agreement, the Client should be aware that margined currency and derivatives trading is one of the riskiest forms of investment and is only suitable for sophisticated individuals and institutions. Prices in margined currency trading and other derivatives are highly volatile.

Furthermore, an account with Charterprime permits the Client to trade foreign currencies on a highly-leveraged basis (which may be up to approximately 100 times the Client's account equity or as otherwise permitted by applicable regulation). For example, a deposit of USD 1,000 may enable the Client to take a maximum position with USD 100,000 notional market value.

The use of leverage can increase your return on investment (ROI), but in an adverse market, you may incur losses exceeding your deposits. Given the possibility of losing an entire investment, speculation in the foreign exchange market should only be conducted with risk capital funds that if lost will not significantly affect the Client's personal or institution's financial wellbeing.

If the Client has pursued only conservative forms of investment in the past, the Client should study currency trading further before continuing an investment of this nature. You could lose all funds the Client deposits, the Initial Margin as well as substantial amounts of capital when trading currencies or currency options, if the market goes against your investment. You may also be liable for losses that exceed the amount of Margin you posted. If you wish to continue with the investment, you hereby confirm that the funds you have committed are purely risk capital and loss of the investment will not jeopardize your style of living nor will it detract you from your future retirement program. Additionally, the Client fully understands the nature and risks of currency and currency options investments, and the Client's obligations to others will not be neglected should the Client suffer investment losses.