

TERMS AND CONDITIONS FOR COPY TRADING SERVICES

Primus Markets INTL Ltd.'s

Abstract

This document extensively outlines the Terms and Conditions for the Copy Trading services offered by Primus Markets INTL Ltd. It details the roles and responsibilities of 'Masters' and 'Followers' within the copy trading setup, emphasizing its integration with the company's General Terms and Conditions/Client Agreement. The document addresses potential conflicts, establishing a hierarchical structure for resolving discrepancies. It highlights the company's commitment to regulatory compliance, technological innovation, and the latest trends in the global financial landscape, positioning Primus Markets INTL Ltd as a leader in copy trading services.

Primus Markets INTL Ltd
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1. Introduction

1. These Copy Trading Terms and Conditions (henceforth, the "Agreement") constitute a comprehensive framework underpinning the innovative Copy Trading service offered by Primus Markets INTL Ltd (from now on referred to as "Primus Markets INTL Ltd" or the "Company"), a member Company of the FXPRIMUS Group and an International Investment Firm incorporated in the Republic of Vanuatu with Company Number 14595. The Company is authorised and regulated by the Vanuatu Securities and Exchange Commission with a Dealer in Securities Principal License granted by the Minister of Finance and Economic Management of Vanuatu.
2. This service is designed to foster a dynamic and synergistic environment, enabling two distinct categories of traders - "Masters," the traders who devise strategies, and "Followers," those who voluntarily elect to emulate these strategies - to navigate the trading landscape collaboratively.
3. It is paramount to acknowledge that this Agreement is not an isolated entity but rather an integral extension of the General Terms and Conditions/Client Agreement, which each Client consents to during their initial registration with Primus Markets INTL Ltd. This Agreement meticulously delineates the terms and conditions exclusive to the Copy Trading feature of the Company, distinguishing it as a standout service in the Company's portfolio. The Copy Trading service offered by Primus Markets INTL Ltd is engineered to provide an interactive, engaging trading experience, allowing Clients, identified as Masters and/or Followers, to participate in a mutually beneficial trading ecosystem. The term "Client," as used in this document, inclusively refers to both Masters and Followers, acknowledging their indispensable roles in the copy trading framework.
4. This Agreement is a pivotal supplement to the pre-existing General Terms and Conditions/Client Agreement (from now on referred to as "Client Agreement"), which each Client signs electronically upon registration. It is meticulously tailored to encapsulate the Copy Trading service's unique characteristics and operational intricacies, ensuring its harmonious coexistence within the broader regulatory and operational structure of Primus Markets INTL Ltd.
5. In situations where discrepancies or contradictions emerge between the provisions of this Agreement and those outlined in the General Terms and Conditions/Client Agreement, the clauses of the General Terms and Conditions/Client Agreement are to be given precedence. This prioritisation underscores the fundamental importance of the initial Agreement, affirming its role as the pivotal foundation of the legal and operational relationship between the Client and Primus Markets INTL Ltd. It is essential to recognise that the General Terms and Conditions/Client Agreement serves as the guiding framework, ensuring clarity and consistency in the interpretation and application of terms. Furthermore, in instances where a specific stipulation is addressed in this Agreement but not covered in the Client Agreement, the provision of this Agreement shall hold sway. This approach fosters a comprehensive understanding and ensures a harmonious alignment of agreements,

- reinforcing the integrity and mutual objectives of the contractual engagement.
6. This Agreement is thoughtfully designed to align with the most recent advancements in regulatory compliance, technological innovation, and risk management practices within the global financial sector. By engaging with the Copy Trading feature of Primus Markets INTL Ltd, clients are assured of a platform that not only meets the most stringent standards of regulatory compliance but also incorporates state-of-the-art technology to enhance their trading experience. This dual emphasis on adherence to regulatory norms and technological progress places Primus Markets INTL Ltd in a vanguard position within the copy trading sphere, offering its clients a sophisticated and progressive trading platform.
 7. In the intricate landscape of contractual agreements, it is crucial to approach each clause with a keen awareness of its potential implications within the prevailing legal framework. Particularly, when we consider provisions such as warranty disclaimers and liability limitations embedded within this Agreement, their enforceability and validity are subject to rigorous scrutiny under the applicable laws. It is imperative to underscore that if any such provision is rendered unenforceable or invalid, this does not cast a shadow over the entirety of the Agreement. Instead, it is a testament to the robustness and adaptability of the contract.

In such instances, the specific provision deemed unenforceable or invalid will be meticulously recalibrated. This recalibration involves substituting it with a provision that is not only legally valid and enforceable but also one that resonates closely with the original intent and economic goals of the invalidated section. This careful substitution is pivotal, as it ensures that the essence and objectives of the original provision are preserved to the utmost degree feasible. This process reflects a nuanced understanding of both the legal landscape and the strategic objectives underpinning the Agreement.

It is paramount to recognize that this modification of any single provision does not diminish the overall efficacy and binding nature of the remaining sections of the Agreement. This underscores a steadfast commitment to maintaining the Agreement's integrity, even as it evolves to align with legal standards. This approach is designed to safeguard the mutual interests and understandings of the parties involved, ensuring that the strategic objectives of all stakeholders are effectively met within the boundaries of legal permissibility.

Further, it is essential to note that any provision of the Agreement that becomes illegal, void, or unenforceable under the laws and regulations of any jurisdiction will undergo a minimal yet crucial amendment. This amendment aims to achieve compliance with the relevant rules and laws. In the rare event that such an amendment is not feasible, the provision in question will be regarded as non-existent within the context of the Agreement. This interpretative approach ensures that the Agreement remains functional and coherent, even in the absence of the invalidated provision, thereby upholding the contract's overarching strategic and legal integrity.

8. Our esteemed clients must know the operational dynamics concerning order placements with the Company. In fulfilling our unwavering commitment to transparency and clarity in

client dealings, we wish to explicitly communicate that, depending on the nature and specifics of each Order, the Company may operate in dual capacities. Primarily, the Company undertakes the role of principal, where we engage directly in transactions, maintaining a vested interest in the outcomes and bearing the associated risks and rewards. This principal position signifies our direct involvement and investment in the success of the transactions, reflecting our confidence and commitment to the financial endeavours at hand.

Conversely, there are instances where the Company acts as an agent on behalf of the Client. In this capacity, our role pivots to that of a facilitator, where we represent your interests, executing orders under your directive while ensuring your objectives are paramount. This agency's role embodies our dedication to providing personalized, client-centric services whereby we leverage our expertise and market acumen to navigate and negotiate the best possible outcomes for you, our valued client.

This dual-functional approach underscores our flexibility and adaptability in the financial landscape, aligning with our core principles of client empowerment and bespoke service delivery. As we navigate the complex and dynamic world of financial transactions, we prioritise aligning our operational strategies with your unique financial goals and aspirations, ensuring a harmonious synergy between your objectives and our execution capabilities.

9. **Comprehensive Market Insight Disclaimer:** The Client acknowledges and comprehends that the spectrum of information and materials furnished by the Company – encompassing general market commentary, intricate technical analysis, nuanced financial analysis, indicators, in-depth assessments, expert guidance, disclosure, or any exhaustive research information (from now on collectively referred to as "Professional Information") – is not, under any circumstances, to be construed as bespoke investment advice or an explicit or implicit recommendation from the Company regarding the initiation or abstention from any financial transactions (referred to as "Transaction").

You, the esteemed Client, must thoroughly grasp the essence of the Professional Information rendered by the Company. This information is crafted not as direct investment counsel or an endorsement of any strategy. Instead, it is a vital tool to enhance and support your independent decision-making process, empowering you with knowledge and insight.

While the Company takes great care in providing this Professional Information, it is incumbent upon the Client to recognize that the Company explicitly refrains from assuming any responsibility or liability for the precision, comprehensiveness, or potential legal, tax, or accounting ramifications that may ensue following any orders executed based on this information. This stance is adopted to maintain the integrity and objectivity of Professional Information, ensuring it remains a resource rather than a directive.

As a prudent measure and in alignment with best practices, we strongly encourage and recommend that you, as our valued Client, seek independent, specialized legal and financial consultation before engaging in any binding contractual relationship

with the Company. This approach is a testament to your due diligence and aligns with the complex and dynamic nature of the financial markets, where external professional advice can provide additional layers of insight and risk mitigation.

10. The Client understands, comprehends and accepts that the Company must not be relied on regarding any independent decision-making, investment plan, order, transaction, investment, account composition, or the Client's tax obligations. Instead, the Client should oversee these matters on his own. Furthermore, it is acknowledged and understood that the Company will not be held accountable for any such independent decision-making, investment plan, order, transaction, investment, account composition, or the Client's tax obligations under any conditions.
11. The future results of any transaction are not guaranteed or assured by any information, including Professional Information, provided by the Company. The outcome of any transaction remains inherently uncertain and cannot be conclusively guaranteed or assured by the Company, regardless of the provision of Professional Information. It is essential to acknowledge that while Professional Information can significantly guide decision-making processes, offering valuable insights and expert analyses, it is not an infallible predictor of future results. In the dynamic landscape of business transactions, various external and internal factors—ranging from market volatility and regulatory changes to unforeseen global events—can influence outcomes in unpredictable ways. Consequently, it is prudent for clients to consider this information as one of many tools in their strategic arsenal, facilitating informed decisions rather than guaranteeing specific results. This approach aligns with a realistic and balanced perspective, fostering a deeper understanding of the complexities of predicting transactional outcomes in a fluctuating global environment.
12. To the extent that the context or the express provisions of this Agreement otherwise require:
 - a. Words that use the singular or plural number include both the singular and plural. Words of any gender include all the other genders.
 - b. The term "in writing" includes:
 - i. A written instrument signed by any of the Client and the Company, collectively known as "the Parties"; and
 - ii. A notification, notice or communication is given by any of the Parties to each other in writing.
 - c. The terms "from now onwards," "from now on," "hereof," "herein," "at this moment," "hereto," and other similar words refer to this entire Agreement and have the same interpretation.
 - d. A reference to a "Clause," "provision," "Article," "Section," or "Paragraph" refers to a clause, provision, article, section or paragraph which exists in this Agreement and or the General Terms and Conditions/Client Agreement, which

each Client consents to during their initial registration with Primus Markets INTL Ltd.

- e. The words "include" or "including" are deemed to be followed with "without limitation" or "but not limited to" whether such phrases or words follow them.
- f. Any reference to legislation or statutory provision is interpreted as a reference to the statute or provision as amended, modified, or reenacted occasionally.
- g. References to "this Agreement" or any other agreement, document or instrument are to be construed as a reference to such Agreement, document or instrument as amended, replaced, modified or supplemented and in effect from time to time and includes a reference to any document which amends, replaces, modifies or supplements it, or is entered, made or given under or following its terms, provisions and conditions.
- h. This Agreement's headings, titles and subtitles are for convenience only and will be ignored in constructing this Agreement.
- i. References to persons include natural persons, legal persons, corporate or unincorporated bodies, their successors, and any permitted transferees and assignees.
- j. No rule of construction applies to any Party's detriment because that Party has control and/or was responsible for preparing this Agreement or any part thereof.
- k. If the day on and/or by which anything must be completed on a Sunday and/or a public holiday, it must be completed on the next working day (a public holiday is a day on which commercial banks are opened for general banking business in the Republic of Vanuatu); and
- l. In fulfilling the responsibilities and duties delineated in this Agreement, it is implicitly understood that an obligation of good faith binds the Parties. This encompasses a commitment to engage in all interactions with honesty, integrity, and fairness, avoiding any actions that might be deemed misleading or deceptive. The principle of good faith is foundational, ensuring that each party conducts itself in a manner that not only adheres to the letter of the agreement but also honours its spirit. This includes maintaining open and transparent communication, making decisions that respect the interests and expectations of all involved, and executing duties with a consistent, ethical approach. The Parties foster a collaborative and trusting environment by upholding this implicit obligation, which is essential for successfully fulfilling the Agreement's objectives. This good faith obligation is not merely a legal formality but a pivotal standard of conduct that underpins the integrity and efficacy of the entire Agreement.

2. Definitions

1. **Copy Trading:** Primus Markets INTL Ltd's Copy Trading service is intricately designed for you, the "Follower," to allocate a specific portion of your investment capital with prudence. This strategic allocation enables the replication of trading strategies experienced traders employ, called the "Masters." This system is more than a mere tool; it is a sophisticated portal that opens a realm of possibilities, allowing you to tap into the collective acumen and seasoned expertise of these Masters.

These Masters are traders offering a tapestry of insights and methodologies that may be elected to be used by the Followers in various market conditions. While not formally vetted or endorsed by Primus Markets INTL Ltd, their trading philosophies and strategies are transparently showcased through our system. This transparency is pivotal, as it presents its performance metrics based on the specific account linked with our Copy Trading feature and does not serve in any way as investment advice. It is important to note that Primus Markets INTL Ltd does not bear any responsibility for the results of these strategies and cannot assert that past performance is a reliable indicator of future outcomes.

By opting into our Copy Trading facility, you are effectively leveraging the wisdom and market savvy of the Master. This decision may enhance your trading prowess with ease, which requires minimal direct involvement on your part. However, it is imperative to acknowledge that this decision, while potentially lucrative, is entirely at your discretion and comes with its own set of risks. The service empowers you to navigate the financial markets with an augmented understanding akin to that of a Master, thus potentially elevating your trading effectiveness through a symbiotic relationship, yet always under your autonomous control and consent.

2. **Follower or You:** The 'Follower' is pivotal in our Copy Trading ecosystem. As the Follower, you are an investor who chooses to align your financial destiny with the trading decisions of a Master, **AT YOUR OWN AND EXCLUSIVE INITIATIVE**. Our state-of-the-art Copy Trading feature is not just a service but a commitment to elevating your trading journey. By replicating the trading patterns of master's with a proven track record, you align your strategy with their expertise, thereby maximising the potential for profitable outcomes in the dynamic world of financial markets.
3. **Master:** The 'Master' is the linchpin of our Copy Trading service. This term denotes a trader whose strategies and decision-making processes are available for replication by Followers like you.

4. **Client:** The 'Client' encompasses all users subscribing to the Copy Trading service on the Company's Online Trading Facility and a broad spectrum of individuals and entities engaged with Primus Markets INTL Ltd's Copy Trading service via our mobile application. As a Client, you enter a relationship with the understanding that the Company's role is not to be relied upon for independent decision-making regarding investments, transactions, or tax obligations. The Client must manage these aspects proactively. Furthermore, the Company is absolved of any liability arising from the Client's independent decisions. As a Client, you are granted access to a suite of Automated Services designed to facilitate and potentially optimise your trading experience.
5. **Online Trading Facility:** The Company's Online Trading Facility, comprising a comprehensive suite of websites, mobile applications, web-based trading platforms, and associated technological systems, represents a state-of-the-art portal meticulously engineered to provide seamless access to our diverse range of services. This advanced infrastructure is intentionally designed to meet the sophisticated needs of our clientele, offering an intuitive user experience that integrates the latest technological advancements with user-friendly functionality.

It is imperative to acknowledge that the accessibility to our Online Trading Facility is stringently governed by adherence to the local regulatory frameworks. This crucial aspect underscores our commitment to upholding legal and ethical standards in every jurisdiction we operate. As a user, when you access our platforms from different global locations, it is your responsibility to ensure compliance with the pertinent regulations of those jurisdictions. This initiative-taking approach to regulatory conformity is not merely a legal obligation but a cornerstone of our operational ethos, safeguarding both the user and the company.

Our dedication to aligning with national regulatory frameworks is reflected in the tailored nature of our services. We meticulously adjust and refine our offerings to be in perfect symphony with local laws, fostering a trading environment that is both compliant and responsible. This alignment extends to the innovative features of our Online Trading Facility, including the highly acclaimed Copy Trading feature and its related functionalities. The Copy Trading service, a standout aspect of our platform, allows users to replicate the trading strategies of seasoned investors, a feature that is continually adapted to remain in harmony with evolving regulatory landscapes.

By leveraging this comprehensive and adaptive approach, we ensure that our Online Trading Facility remains a paragon of regulatory compliance and operational excellence, providing our users with a secure, reliable, and legally compliant platform for all their trading needs.

6. **Client Account:** The 'Client Account' or 'Trading Account' represents your trading ledger within the Company's Online Trading Facility. This account is the nucleus of your interactions with our services, post-establishment of a contractual relationship with the Company. It is a personalised dashboard enabling you to partake in the Company's services, offering you a window to the world of trading through our platform.

7. **Business Relationship:** The term 'Business relationship' or 'contractual relationship' denotes any ongoing interaction between you, the Client, and the Company, which is anticipated to be enduring. This relationship is a testament to our commitment to providing continuous and comprehensive services aligned with your trading objectives.
8. **Services:** Our suite of Services, under the umbrella of 'Automated Services,' is a testament to our dedication to offering a holistic trading experience. These services are not just tools; they manifest our commitment to integrating innovative technology and up-to-date market insights, providing a seamless and transparent gateway to financial markets. The Company, however, emphasises that the information provided should not be construed as investment advice. Our responsibility is to ensure that you are equipped with market insights. Still, the onus of decision-making rests upon you, reaffirming our stance of empowering you with information while respecting your autonomy in decision-making.
9. **Transaction:** In the realm of your Client Account, a 'Transaction' refers to any financial activity, including deposits, withdrawals, and trades. Each Transaction is a crucial step in your financial journey with us, and we commit to ensuring transparency and efficiency in every aspect of these interactions.
10. **Order:** An 'Order' is your directive to the Company to execute a Transaction. This term is synonymous with 'Transaction' and 'Trade' within this Agreement. It is important to note that the Company may act either as an agent or a principal in executing your Orders, emphasising our flexibility and commitment to serving your best interests.
11. **Open Position:** An 'Open Position' represents an active trade in your Client Account, awaiting closure through an opposing transaction. This term is central to the dynamic nature of trading, reflecting the ongoing nature of your financial engagements with us.
12. **Financial Instruments:** "Financial Instruments," a term that signifies a broad array of assets available for trading through our Company, encapsulates an extensive selection inclusive of stocks, commodities, currencies, and an array of derivatives. This meticulously curated ensemble of trading options is a testament to our unwavering commitment to fostering robust financial growth and enabling a strategic diversification of investment portfolios. Our stock offerings provide a gateway to equity markets, allowing investors to partake in the corporate success of various leading companies. Commodities trading opens avenues in essential and often globally influenced markets such as gold, oil, and agricultural products, offering a hedge against inflation and currency fluctuations. Through the dynamic forex market, the realm of currencies presents opportunities for capitalizing on exchange rate variances, making it vital for investors seeking global exposure. Lastly, our derivatives segment, including futures, options, and swaps, offers sophisticated mechanisms for risk management, allowing investors to hedge against or speculate on price movements of underlying assets. Each of these Financial Instruments is selected with the utmost care, ensuring they align with the evolving financial aspirations of our clients, thereby reflecting our dedication to

investment opportunities and the cultivation of lasting financial empowerment and success. All financial instruments are offered as financial Contracts For Difference (from now on, “CFD”) and not in their exchange-traded form.

3. Initiation Protocol for Copy Trading Services

To seamlessly engage in Primus Markets INTL Ltd.'s copy trading offerings, a series of straightforward yet vital steps are to be followed. These steps are meticulously designed to streamline your transition into copy trading, ensuring compliance and maximum efficiency.

1. Account Activation Procedure:

A. Establishment of a Live Trading Account:

Begin by opening a live trading account. This process is governed by a detailed and structured procedure, ensuring adherence to all necessary regulatory standards. The process is straightforward yet thorough to align with the highest levels of compliance and security.

B. Account Verification and Funding:

Upon successful creation of your account, proceed to verify your identity. This step is crucial for maintaining the integrity of our trading community and adhering to global regulatory standards. Following verification, fund your trading account. This action is a crucial gateway to engaging in active trading and accessing the full suite of our services.

C. Selection of a Copy Trading Account:

Please navigate through our user-friendly platform to select a copy trading account. This account will be your portal for accessing advanced copy trading features. Our platform offers a diverse range of copy trading accounts, each tailored to different trading styles and preferences, ensuring you find the perfect match for your trading goals and objectives at your own initiative.

D. Engagement in Copy Trading Activities:

With your account set up, you can start copying trades as a Follower. This will enable you to leverage the expertise of seasoned traders, the Masters. Alternatively, you can establish yourself as a master trader, sharing your strategies with others and potentially earning from your trading acumen.

4. Investment Strategy Support

At Primus Markets INTL Ltd, we pride ourselves on revolutionising the client experience in investment strategy development. Our Copy Trading Feature Services are intricately crafted, providing our esteemed clients with a sophisticated and multi-dimensional approach to analysing potential investment strategies. We offer:

a. **Comprehensive Account Insights:**

Our service entails a detailed examination of each trader's account, offering a wide array of information. This includes extensive trading histories, which reveal patterns, performance consistency, and strategic methodologies utilised by the trader.

b. **Risk Profile Analysis:**

Recognising the importance of risk awareness, the information given via our online trading facility aims to help the Client thoroughly examine the risk profiles associated with his account. This information covers previous risk-taking behaviours, volatility assessments, and risk-reward evaluations.

c. **Strategic Information Dissemination:**

We are dedicated to fostering informed decision-making by providing clients with essential information. This spans current market trends and historical performance analysis to forward-looking predictive tools. This strategic dissemination of information empowers clients to make well-informed choices about their investment strategies.

d. **Comprehensive Strategy Selection Support:**

Primus Markets INTL Ltd is dedicated to empowering our clients to pursue Copy Trading excellence. We endorse a meticulous and self-driven evaluation process, an indispensable aspect of which rests solely on the Client's diligence and initiative. This evaluation is critical to ensure the seamless integration of the chosen strategy with the Client's unique investment aspirations and risk tolerance levels. It is crucial to understand that while we provide the necessary tools and resources, the ultimate decision-making and responsibility lie with the Client.

The following elements form the cornerstone of this process:

i. Tailored Investment Objective Alignment:

- Personalised Strategy Identification:

Clients are encouraged to meticulously identify strategies that resonate with their investment goals. Whether focusing on long-term capital growth, consistent income generation, or strategic portfolio diversification, the chosen approach should reflect these personal objectives.

- Goal-Oriented Selection:

Emphasis must be placed on aligning the chosen strategy with the Client's unique financial roadmap, ensuring each decision is a step towards their envisioned financial future.

ii. In-Depth Comparative Analysis:

- Utilisation of Competitive Intelligence Resources:

We provide our clients with access to innovative competitive intelligence tools. These resources are designed to compare diverse trading accounts and strategies comprehensively.

- Strategic Decision-Making:

By leveraging these tools, clients can make informed decisions based on a thorough understanding of market dynamics and the performance of various strategies within different market scenarios.

iii. Dynamic Risk Assessment and Management:

- Adaptive Risk Evaluation:

Recognising the fluidity of the financial markets, we emphasise the importance of an adaptable investment strategy. This involves continuous monitoring and reassessing risk levels of market changes and personal risk tolerance.

- Proactive Risk Alignment:

Clients must dynamically align their strategies with these evolving market conditions and personal risk boundaries, ensuring a robust and responsive investment approach.

5. Unauthorised Activities

Client Agreement on Usage of Online Trading Facility

This section of the Agreement outlines the stringent terms and conditions governing your access and use of the Online Trading Facility offered by Primus Markets INTL Ltd. By engaging with our services, you, as "the Client," are affirming your absolute and unconditional Agreement to these terms, underscoring a deep commitment to compliance and acknowledging the severe implications of any non-compliance.

A. Prohibited Activities and Compliance Assurance

1. Unauthorised Activities:

- a) You pledge not to engage the Company's Online Trading Facility in unauthorised activities, including but not limited to actions that constitute fraud, money laundering, arbitrage, or behaviours considered a civil or criminal offence.
- b) This also includes activities that may undermine the integrity of the market or breach established trading norms and standards.

2. Maintenance of Trading Facility Integrity:

- a) You are bound to utilise the Online Trading Facility to prevent harm, disruption, or excessive burden on the system.
- b) Your usage should not interfere with or diminish other clients' ability to enjoy the facility seamlessly.

3. Access and Information Retrieval:

- a) Information Access: You consent to access materials and information exclusively through the means provided by the Online Trading Facility, maintaining the process's integrity and confidentiality.

4. Protection Against Cyber Threats:

- a) You are responsible for ensuring the Online Trading Facility is not exposed to cyber threats, including viruses, malware, or other destructive elements, directly or indirectly.

5. Company's Rights in Cases of Unlawful Activities:

- a) The Company retains the absolute right to suspend, close your account, or terminate our contractual relationship without prior notice if your use is suspected of being unlawful.

6. Discretionary Authority of the Company:

- a) Modifications and Cancellations: The Company may, at its discretion, alter, withhold, not execute, or cancel any executed transaction under circumstances including exploitation of market anomalies, technical issues, changes by liquidity providers, or incomplete transactions with liquidity providers.

B. Prohibition of Reverse Engineering**1. Intellectual Property Protection:**

- a) You are forbidden from attempting to reverse engineer, disassemble, decompile, or decipher the Online Trading Facility's underlying structure, source code, interface techniques, or algorithms.
- b) You are also prohibited from disclosing such intellectual property to third parties.

Commitment to Compliance and Ethical Trading

Your adherence to these guidelines is crucial for maintaining the highest standards of ethical trading and regulatory compliance. Primus Markets INTL Ltd provides a secure, reliable, transparent trading environment. Your cooperation is appreciated and integral to our trading community's integrity and longevity.

6. Use Of Communication Services

1. Scope of Communication Services

- Primus Markets INTL Ltd.'s Online Trading Facility encompasses a wide array of interactive services, including but not limited to bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and various other message or communication facilities. Collectively, these are referred to as "Communication Services."

2. User Obligations and Conduct

- As a valued user, the Client is responsible for utilising the Communication Services exclusively for lawful, relevant, and appropriate communications. This includes adherence to the thematic scope of each service and ensuring that your contributions foster a constructive and professional trading environment.

3. Prohibited Actions

- In using the Communication Services, you agree to abstain from the following:
 - Engaging in actions that are defamatory, abusive, invasive of privacy, or otherwise detrimental to the legal rights of others.
 - Circulating unlawful, offensive, or defamatory content or violating intellectual property rights.
 - Uploading files infringing on intellectual property or privacy/publicity rights unless you hold the necessary rights or consents.
 - Distributing files that contain harmful elements, such as viruses, leading to potential impairment of other users' systems.
 - Utilising the services for unauthorised advertising, commercial endeavours, or any solicitation unless explicitly permitted.
 - Participating in or disseminating surveys, contests, pyramid schemes, or unofficially sanctioned chain letters.
 - Downloading files you are aware of, or should be aware of, cannot be legally distributed.
 - Altering or falsifying author attributions, legal notices, or other proprietary designations.
 - Hindering others' use of Communication Services or causing a disturbance within the platform.
 - Contravening any guidelines, codes of conduct, or other standards prescribed for the Communication Services.
 - Collecting personal information about others without consent.
 - Violating any applicable laws or regulations.

4. **Company Oversight and Rights**

- Primus Markets INTL Ltd reserves the right, but not the obligation, to monitor the content of Communication Services. The Company may, at its discretion, edit or remove inappropriate content.
- The Company retains the authority to suspend or terminate access to any or all Communication Services at any time, for any reason.
- Compliance with Legal and Regulatory Requirements: The Company may disclose necessary information to comply with legal processes or governmental requests and edit or remove information at its discretion.

5. **Client Responsibilities**

- Clients are advised to exercise discretion and caution in sharing personal information through Communication Services, particularly where such information pertains to personal identification or that of minors.

6. **Disclaimer and Limitation of Liability**

- Primus Markets INTL Ltd does not endorse or assume responsibility for the content, messages, or information found in any Communication Service. Any participation in these services is at your own risk. Views expressed by managers or hosts are their own and not necessarily representative of the Company's views.
- Materials uploaded to a Communication Service may be subject to usage, reproduction, and distribution limitations. Users downloading such materials agree to adhere to any such restrictions.

7. Exclusion Of Liability (Representations And Warranties Of Client)

A. Service Provision Acknowledgement:

1. The Client acknowledges that the Services provided by the Company are available on an "AS IS" and "AS AVAILABLE" basis, strictly following legal allowances. This excludes all implied conditions, warranties, and promises that might arise under applicable laws and regulations. These exclusions pertain to the usage, performance, suitability, and reliability of the Services.

B. Age and Jurisdictional Requirements for Contractual Relationship:

1. The Client must confirm that they are of legal majority age, which is at least 18 years or the minimum legal age as per the jurisdiction from which they access and use the Company's Online Trading Facility. This is a prerequisite for entering into a binding contractual relationship with the Company.

C. Limitations Due to Electronic Service Provision:

1. The Company exclusively offers services through electronic means.
2. The Company is not liable for failures or shortcomings attributable to either party's system, including but not limited to internet connectivity issues, power outages, telecommunication failures, high internet traffic, unauthorised system access, hardware malfunctions, and incompatibility of mobile applications with the Company's Online Trading Facility.

D. Software and Online Trading Facility Availability:

1. The Company does not assure continuous, uninterrupted, or error-free availability of its software and/or Online Trading Facility.

E. Limitation of Liability for Indirect Damages:

1. The Company's liability is limited to the stipulations of this Agreement. It excludes liability for indirect damages, such as lost profits and special, incidental, or consequential damages related to using the Online Trading Facility, website, software, systems, products, and services.

F. Compliance Responsibility of Users:

1. All individuals or entities utilising the Company's Online Trading Facility are responsible for adhering to applicable local laws and regulations.

G. Specific Disclaimers by the Company:

1. Electronic Interface and Service Accessibility:

The Company's electronic interface may experience downtimes and may not function uninterruptedly.

2. Liability for Unauthorised Access:

The Company is not liable for information interception by unauthorised third parties during transmission via the Internet or other communication networks.

3. Exemption from Liability for Connection Failures:

The Company is not responsible for electronic or internet connection failures affecting the use of its Online Trading Facility.

4. Disclaimer of Warranties against Viruses and System Errors:

The Company does not warrant that the software used for the Services will be free from viruses or will not adversely affect the user's computer system.

H. Comprehensive Limitation of Liability:

1. The Company, including its employees, licensors, or suppliers, shall not be held liable for any special, indirect, incidental, consequential, or punitive damages, regardless of the legal theory of the claim. This includes but is not limited to, losses such as:

- a) Equipment damage or loss.
- b) Business interruptions.
- c) Loss of funds, revenue, profits, business opportunities, or Financial Instruments value.
- d) Inaccurate data transmission or data loss.
- e) Damages due to communication facility failures.

2. The Company is absolved of liability for third-party claims, including those from the Client's customers.

I. Exemption from Third-Party Financial Institution Liabilities:

1. The Company is not liable for any third-party financial institution's actions, defaults, insolvency, or bankruptcy, including Liquidity Providers, banks, or brokers. Liability is only assumed if the loss directly results from the Company's intentional misconduct, gross negligence, or fraudulent actions.

This clause aims to articulate the limitations of liability more comprehensively, incorporating competitive industry practices and ensuring that clients are fully informed about the scope and boundaries of the services offered by Primus Markets INTL Ltd.

J. Client Warrants

The Client at this moment represents, warrants, and covenants to the Company that:

i. Full Compliance Assurance:

The Client pledges to adhere meticulously to the terms of this Agreement, recognising its critical role in a successful partnership.

ii. Legal Capacity Confirmation:

- If a natural person confirms being of legal age and fully capable, legally and otherwise, to enter into this Agreement.
- If a legal entity attests to its lawful establishment, existence, and authorisation under the governing laws of its jurisdiction.

iii. Corporate Authorisation and Disclosure:

- Affirms its lawful constitution and valid existence as a legal entity.
- Confirms the authorised execution, delivery, and performance under this Agreement.
- Guarantees the provision of necessary information/documentation for persons executing, transacting, and fulfilling obligations on behalf of the entity.

iv. Governance and Approval Verification:

As its foundational documents outline, the Client's governing body has granted explicit approval for entering into this Agreement and designated representatives to act accordingly.

v. Notification Obligation on Incapacity:

The Client shall promptly notify the Company in writing of any change in the authorisation status of its representatives. The Client bears responsibility for any consequences before such notification.

vi. Informed Agreement:

The Client acknowledges having read, understood and agreed to the terms, including referenced documents.

vii. No Conflict Assurance:

The Client assures that its participation in this Agreement does not infringe upon existing agreements or applicable legal requirements.

viii. Legal Compliance Undertaking:

- Commits to all relevant laws, regulations, and codes, including data protection and privacy statutes.

- Confirms obtaining and maintaining all necessary governmental and other approvals related to this Agreement.

ix. Documentation and Action Compliance:

The Client will provide all necessary documentation and undertake actions deemed essential by the Company for effectuating this Agreement.

x. Independent Engagement Declaration:

The Client affirms acting on its behalf, not as an intermediary, unless explicitly authorised by the Company with all requisite documentation.

xi. Application Form Accuracy:

The Client, or its duly authorised representative, has accurately completed the Company's Application Form, accepting its terms and policies.

xii. Information Accuracy and Updating Responsibility:

All information provided to the Company is true, accurate, and up-to-date, with a commitment to promptly inform the Company of any changes.

xiii. Compliance with the Company's Due Diligence Procedures:

The Client agrees to fully comply with the Company's identification, KYC, AML, and due diligence procedures.

xiv. Source of Funds Declaration:

The Client's funds are not derived from, nor intended for, any unlawful activities, including terrorist financing or proliferation finance.

xv. Company's Right to Refund:

The Company reserves the right to refund or return funds if they are suspected of being the proceeds of illegal activities or belonging to a third party.

xvi. Politically Exposed Person (PEP) Disclosure:

The Client has disclosed any status as a PEP and commits to notifying the Company if such status arises during the term of this Agreement.

xvii. No Market or Instrument Limitation:

The Company does not restrict transaction execution based on the Client's country or religious beliefs.

xviii. Prohibition of Abusive Practices:

The Client agrees not to use practices that manipulate or exploit the trading platform or Online Trading Facility, including lag trading and server latency exploitation.

xix. Respectful Communication Commitment:

The Client will use the Online Trading Facility's communication features respectfully and legally, avoiding harmful or offensive conduct.

xx. Good Faith Service Usage:

The Client commits to using the Services in good faith towards both the Company and other clients, acknowledging the Company's right to close the Client's Account for bad faith usage, with the Client waiving future claims in such instances.

8. Indemnity

Client's Indemnification Responsibilities:

- Upon acceptance of this Agreement, the Client acknowledges an unequivocal commitment to indemnify and shield the Company from any losses, costs, damages, liabilities, and expenses emanating directly or indirectly from any breach of these Terms. This indemnification covers all facets of non-compliance and contractual breaches, underpinning the Client's accountability in upholding the integrity of this Agreement.
- Specifically, the Client shall be responsible for:
 - Proactively defend and indemnify the Company and its associated entities - including directors, officers, employees, and agents - from third-party claims. This encompasses all aspects stemming from transactions, orders, or deals that are a part of this Agreement.
 - Ensuring that all instructions provided to the Company are devoid of misrepresentations or misleading elements safeguards the Company against any resultant legal actions.
 - Adhere strictly to all applicable laws and regulations, precluding any legal ramifications due to non-compliance.
 - Upholding the highest standards of lawful and ethical conduct in all dealings, thereby preventing any acts or omissions that could harm the reputation or operational integrity of the Company.

Company's Indemnification Responsibilities:

- The Company, acknowledging its role in this partnership, commits to indemnify the Client against any losses, damages, or costs arising from the Company's own gross negligence, willful misconduct, or fraudulent activities.
- In the spirit of mutual respect and trust, the Company assures:
 - All transactions will be conducted with due diligence and ethical consideration, reflecting the Company's commitment to operational excellence.
 - A transparent acknowledgement that while the Company acts in good faith, it is not liable for the misconduct or fraud of third parties involved in executing the Client's orders, except in cases where the Company's direct negligence or misconduct contributes to such situations.

9. Risk Explanation And Warning

A. Understanding and Acceptance of Risks:

- **Awareness and Knowledge:** The Client is advised to invest in Financial Instruments only after thoroughly understanding and knowing the associated risks. Trading products the Company offers demand comprehensive insight into their nature and implications.
- **Suitability Assessment:** Before account opening, the Client is encouraged to evaluate their suitability for investing in specific Financial Instruments. This assessment should consider the Client's risk profile, individual circumstances, financial goals, and resources.
- **Concept of Risk:** Risk anticipates potential harm to an entity or group due to specific hazards and threats. For instance, in an office setting, fire represents an operational hazard. Factors like electronic system overload, faulty electrical appliances, or human error (including negligence) are potential threats. The risk is the likelihood of these threats causing a fire, leading to financial damage ranging from equipment loss to substantial data destruction.

B. Comprehensive Risk Analysis:

- **Risk Probability and Impact:** Risk quantifies the probability of an event and its consequences. The Client should consider various risk types and their potential effects and develop exit strategies for informed decision-making.
- **Investment Decision Components:** Investment decisions intertwine information, risk, and money management. Money management involves defining the stake amount supporting the investment decision, including setting limits for potential losses.
- **Risk Parameters:**
 - **Risk Appetite:** The initial monetary amount the Client is prepared to risk.
 - **Risk Tolerance:** The extended boundary of risk acceptance in adverse scenarios.
 - **Risk Capacity:** The utmost risk level is affordable, considering the Client's financial and social status.

C. Client's Responsibility and Autonomy:

- **Independence in Decision-Making:** The Client must understand that the Company provides no investment advice. All decisions and their consequences rest solely with the Client.

- **Acknowledgement of Responsibility:** The Client agrees not to rely on the Company for investment strategies, orders, transactions, account composition, or tax consequences. The Company disclaims responsibility for such elements.
- **Recognition of Derivative Trading Risks:** The Client acknowledges the high-risk nature of derivative and relevant market trading.

D. Informed Consent and Awareness:

- **Market Suitability:** Trading in derivatives, Forex, CFDs, futures, options, and spread betting involves substantial risk. Before trading, the Client should assess their financial situation, including obligations, expertise, objectives, and risk appetite.
- **Seeking Independent Advice:** If there are doubts, the Client should consult an independent financial advisor. Only invest funds that can be afforded to lose.
- **Non-Reliance on Past Performance:** Past performance does not indicate future results. The Client should exercise caution in interpreting past performance data.
- **No Liability for Company Information:** The Company's market comments do not constitute investment advice. The Company is not liable for any reliance on such information.

E. Electronic Trading and Communication Risks:

- **Operational Hazards:** Clients should be aware of operational risks inherent in online trading, including issues with signal strength, equipment configuration, and internet reliability. The Company is not liable for communication failures in online transactions.
- **Electronic Communication Delays:** There is a risk that electronic communications, including order transmissions, may not reach their destination promptly due to factors beyond the Company's control.

F. Acceptance of Investment Risks:

- **Market Fluctuations:** The Client unreservedly accepts the significant risk of losses due to market fluctuations in Financial Instruments. The value of investments can decrease, potentially becoming worthless.
- **Willingness to Undertake Risks:** The Client declares willingness to undertake these risks, acknowledging the potential for losses and damages in Financial Instrument transactions.

G. Acceptance of Risks Associated specifically with Copy Trading

1. Inherent Risks Acknowledgment:

- **Awareness of Risks:** Clients engaging in copy trading must acknowledge the inherent risks. It is essential to:
 - **Conduct Thorough Research:** Understand the intricacies and market dynamics influencing copy trading.
 - **Assess Personal Risk Appetite:** Evaluate one's tolerance for risk and potential financial exposure.
 - **Seek Independent Advice:** Obtain guidance from independent financial advisors to ensure informed decision-making.

2. Nature of Copy Trading Services:

- **Non-Advisory Nature:** The features of our Copy Trading services are not to be construed as investment advice.
- **Client Responsibility:** Utilising these services is at the Client's sole risk, with the Company explicitly absolving itself from liability for any resulting losses.

3. Automated Trading Execution:

- **Recognition of Automation Risks:** The Client acknowledges the risks associated with automated trading execution, where:
 - **No Manual Intervention:** Trades may be executed in the Client's account without their manual oversight, barring client intervention.

4. Service Limitation Authorisation:

- **Discretionary Control:** The Client authorises the Company to apply discretionary limits or withhold Social Trading/Copying Trade services, aligning with the Client's investment profile.

5. Execution of Transactions:

- **Comprehensive Authorisation:** The Client grants the Company broad authority to:
 - **Execute and Manage Trades:** Based on the activities of the selected trader, account, portfolio, and/or strategy.
 - **Discretionary Adjustments:** This includes the power to stop, pause, restrict, or limit Social Trading/Copying Trades at the Company's discretion.

6. Client's Monitoring Responsibility:

- **Sole Accountability:** The Client bears full responsibility for:
 - **Ongoing Oversight:** Monitoring the performance and suitability of copied accounts, traders, portfolios, and strategies.
 - **Company's Discretionary Actions:** Authorising the Company to execute various discretionary actions, including copying, stopping, opening/closing positions, and account closures.

7. Company's Position and Remuneration:

- **Similar Investment Positions:** The Client acknowledges that the Company may hold similar investment positions for other clients or its own accounts.
- **Remuneration of Copied Traders:** The Company reserves the right to compensate copied traders.
- **Client's Duty to Review:** Fees and commissions are subject to change, necessitating regular review by the Client.

8. Liability and Client Rights:

- **Limitation of Liability:** To the fullest extent permitted by law, the Company disclaims liability for losses arising from Client instructions or decisions made by copied accounts.
- **Preservation of Client Rights:** Nothing in these Terms and Conditions shall be deemed to waive or limit the Client's statutory rights.

9. Section on Market Volatility and Its Impact on Copy Trading

Market Volatility: "Market volatility" reflects the rate of price changes in financial markets, playing a pivotal role in copy trading. It affects both 'Masters', experienced traders, and their 'Followers'.

Scenarios and Impact

Sudden Market Downturns:

- **Impact on Masters:** During rapid market downturns, Masters' positions may rapidly lose value. Their skill in real-time strategy adjustment is crucial for minimising losses and directly influencing their Followers' investments.
- **Impact on Followers:** Followers' investments are closely tied to the Masters' trading decisions, especially in volatile markets. This highlights the importance of choosing a master's with risk management strategies that align with the Followers' investment goals.

Risk Mitigation Strategies:

- **Diversification:** Masters and Followers should diversify their investments across asset classes and markets to spread risk.
- **Stop-loss orders:** Implementing stop-loss orders can set a predetermined limit on potential losses during market fluctuations.
- **Regular Strategy Reassessment:** Adapting trading strategies in response to market changes is critical to protecting investments.

Informed Decision-Making:

- Continuous learning and staying updated on market trends and economic indicators are crucial for making well-informed trading decisions.

Examples and Expanded Explanation:

- **Example of Diversification:** A Master might invest in a blend of equities, currencies, and commodities to buffer against market volatility.
- **Use of Stop-Loss Orders:** Masters can limit potential losses by setting stop-loss orders, automatically selling a position at a specified price. Stop-loss orders are executed at the next best available market price, like any other Order, and they do not guarantee the level of loss for a trade.
- **Continuous Strategy Review:** Masters should regularly update their trading strategies based on market developments to safeguard investments.
- **Education and Market Trends:** Both Masters and Followers need to actively follow financial news and understand market drivers to make informed trading decisions.

H. Guidelines for Effective Copy Trading: For Masters and Followers

This section elaborates on practices for participants in copy trading, tailored explicitly for both Masters and Followers. For Masters, it emphasises the importance of robust strategy development, consistency, and risk management. For Followers, it highlights the need for careful strategy selection, independent decision-making, and ongoing risk assessment.

Additionally, common practices are outlined, including the necessity of due diligence, staying informed about market trends, and understanding the terms and conditions of copy trading agreements. The guidelines are designed to foster a responsible, informed, and strategic approach to copy trading. These guidelines are not intended to advise either the Master or the Follower.

A. For Masters:

1. Strategy Development:

- Develop strategies that capitalise on your unique market insights and experience.
- For diversity, incorporate a mix of asset classes and trading styles (e.g., long-term vs. short-term, technical vs. fundamental analysis).
- Regularly review and adjust strategies in response to market dynamics.

2. Consistency and Transparency:

- Establish a track record of consistent trading performance over time.
- Disclose past trading results and methodology to build trust with Followers.
- Communication strategy changes proactively to maintain transparency.

3. Risk Management:

- Implement stop-loss orders and position sizing to mitigate losses.
- Diversify across different markets and sectors to reduce risk concentration.
- Continuously monitor market conditions to adjust risk parameters.

B. For Followers:

1. Strategy Selection:

- Analyse Masters' trading performance, focusing on factors like return on investment, drawdown, and risk-adjusted returns.
- Select strategies that align with your financial goals (e.g., growth, income, preservation) and risk appetite.

2. Independent Decision-Making:

- Use Masters' strategies as a reference point, not as definitive financial advice.
- Consider your financial situation and objectives before making investment decisions.

3. Risk Assessment:

- Regularly review your investment portfolio to ensure alignment with your risk tolerance.
- Be prepared to adjust your strategies in response to market volatility or personal financial changes.

C. General Practices:**1. Due Diligence:**

- Both Masters and Followers should rigorously research and verify each other's credibility and performance.
- Evaluate the track record, investment style, and risk management approaches.

2. Stay Informed:

- Continuously educate yourself about market trends, economic indicators, and global events that can impact financial markets.
- Keep up-to-date with regulatory updates and technological innovations in trading.

3. Understand Terms and Conditions:

- Thoroughly read and comprehend the copy trading agreement, paying particular attention to clauses regarding responsibilities, risks, and dispute resolution mechanisms.

I. Client Declaration for the Risk Warning

Primus Markets INTL Ltd. presents an enhanced declaration to elucidate the inherent risks associated with copy trading in the spirit of comprehensive transparency and informed decision-making. The Client, by their engagement with our services, acknowledges and affirms their understanding and acceptance of Section 9 of this Agreement as well as the following points, presented in a clear, formal structure for unequivocal comprehension:

1. Historical Performance and Future Predictability:**• Acknowledgement of Past Performance Limitations:**

- The Client acknowledges that the historical performance of any Financial Instrument and/or any Master should be perceived as a reference point rather than a definitive forecast. This recognition is critical as it underscores the inherent uncertainty in financial markets.

- It is emphasised that past success or patterns in trading do not guarantee similar outcomes in the future. This principle is rooted in the ever-evolving dynamics of financial markets, influenced by many factors, including economic shifts, regulatory changes, and global events.
- **Understanding of Historical Data Utilization:**
 - While historical data serves as an informative tool offering insights into market trends and behaviours, the Client must understand its limitations. This data should be used as part of a broader analytical framework rather than as a sole basis for decision-making.
 - Clients are encouraged to consider historical performance as one of several factors in evaluating the potential of any Financial Instrument or Master. This approach promotes a balanced, informed perspective for sound investment decisions.
- **Future Performance Projections:**
 - Clients are advised that future market conditions and instrument performances are subject to variability and influenced by external factors beyond the control of Primus Markets INTL Ltd and the Master's performance.
 - In its commitment to transparency and client empowerment, the organisation endeavours to provide up-to-date market analysis and forecasts. However, these should be viewed as speculative assessments rather than guaranteed outcomes.
- **Comparative Analysis with Market Competitors:**
 - In the context of competitive analysis, it is noteworthy that Primus Markets INTL Ltd employs advanced strategies and tools to analyse and interpret market data, potentially offering a more nuanced understanding of market trends compared to some market competitors.
 - The Client is encouraged to assess the offerings of Primus Markets INTL Ltd considering alternatives available in the market and factors such as accuracy of historical data interpretation, sophistication of predictive tools, and overall track record of a Master.

In conclusion, the Client is advised to employ a holistic approach in assessing the prospects of copy trading, considering the multifaceted nature of financial markets and the inherent uncertainties involved. This comprehensive understanding is pivotal in making informed and strategic investment decisions.

2. Liquidity and Market Dynamics:

- Acknowledgement of potential liquidity issues in some Financial Instruments due to factors like reduced market demand.
- Understanding that this may impede expediently selling or ascertaining the value and associated risks.

3. Currency Exchange Risk:

- Recognition of the impact of currency exchange rate fluctuations on the value, price, and performance of Financial Instruments traded in foreign currencies.

4. International Market Risks:

- Awareness that Financial Instruments traded on foreign markets carry risks distinct from domestic markets.
- Acceptance that these risks could be more pronounced, with profitability or loss further influenced by exchange rate variations.

5. Nature of Financial Instruments:

- Acknowledgement that the Financial Instruments offered are non-delivery spot transactions, primarily targeting profits from changes in the Financial Instruments relative to the Underlying Asset.

6. Influence of Underlying Asset:

- Understanding that the price of the security or the Underlying Asset directly influences the value of a Financial Instrument.

7. Risk of Loss:

- The Client agrees to engage in Transactions only if they are prepared to accept the risk of losing all invested capital and additional commissions and expenses.

8. Acknowledgement of Additional Risks:

- The Client comprehends that the risks outlined above are not exhaustive.
- Acceptance that other, unspecified risks relevant to the Client's unique trading profile and risk appetite may also exist.

9. Subscription Profit and Loss (PnL) Levels and Pending Fees

- **Periodic Review of PnL and Fees:** The Online Trading Facility, conducts periodic reviews of subscription Profit and Loss (PnL) levels and pending fees.
- **Impact on Risk Management:** Due to the periodic nature of these reviews, there may be delays in the execution of certain risk management options that are contingent upon PnL levels and pending fees. Subscribers should be aware that the PnL levels and fees displayed at any given time may not reflect real-time values and may affect the timing and execution of risk management actions.
- **Subscribers acknowledge and accept that due to the periodic nature of these checks, there may be instances where the market conditions change significantly within the checking interval. As a result, subscribers may experience variations in their PnL levels and pending fees that differ from their predetermined parameters.**
- **Disclaimer:** The Company will not be liable for any losses or delays in risk management execution due to the periodic review system. Subscribers are advised to consider this when making decisions based on their subscription's PnL and fee information. The company reserves the right to adjust the checking intervals as deemed necessary to optimize system performance and risk management.

This declaration is designed to offer a holistic view of the potential risks. It is intended to aid the Client in making informed decisions in alignment with their financial goals and risk tolerance. Primus Markets INTL Ltd. remains committed to fostering a transparent and supportive trading environment.

10. Online Access & Suspension Of Services

This section outlines the duties and protocols related to the Client's access to Primus Markets INTL Ltd.'s Online Trading Facility and the contingencies underpinning potential service suspensions. Crafted with precision, this section is designed to fortify the client-company nexus with unmistakable clarity, fortified security, and mutual cognisance:

A. Client Responsibilities and Acknowledgements:

1. Confidentiality and Use of Access Codes:

- The Client is entrusted with the exclusive responsibility for maintaining the secrecy and reasonable utilisation of their Access Codes to the Company's Online Trading Facility.
 - This responsibility excludes unauthorised access and circumvents inadvertent or careless disclosures.

- The Client's vigilance in safeguarding their Access Codes is paramount.

2. Reliance on Client Instructions:

- Primus Markets INTL Ltd will implement actions based on all instructions, Orders, and communications executed through the Client's Access Code.
 - The Client is singularly accountable for the legitimacy, precision, and repercussions of such directives, Orders, and communications, including the resultant Transactions.
- The Client's active engagement in ensuring accuracy is critical.

3. Notification of Security Breaches:

- Immediate notification to the Company is required from the Client upon realising any compromise, such as loss, theft, third-party disclosure, or unsanctioned utilisation of the Client's Access Code.
 - This swift action is crucial for safeguarding the Client's account integrity and the authenticity of the transactions.

4. Limitation of Company's Responsibility for Unauthorised Access:

- Acknowledgement by the Client that Primus Markets INTL Ltd is not liable for any unauthorised third-party access to data, including electronic addresses, electronic communication, personal data, and Access Code, transmitted across various mediums.
 - The Client is recommended to deploy advanced cybersecurity strategies to shield their personal and transactional data.

B. Suspension of Services:

1. Conditions for Service Suspension:

- Primus Markets INTL Ltd retains the prerogative to cease the contractual association with the Client under exceptional circumstances.
 - This cessation will be executed with sufficient forewarning, allowing the Client ample preparation for account settlement.

2. Procedure for Account Closure:

- Consequent to service suspension, a systematic closure of user and/or client accounts will ensue, adhering to the stipulated notice period.
- The Company commits to a seamless and transparent closure procedure, minimising potential disturbances or inconveniences for the Client.

11. Privacy Policy – Data Processing

Primus Markets INTL Ltd, recognising the paramount importance of data privacy and security in the modern financial landscape, adheres to stringent data processing protocols to ensure the utmost protection of your personal information.

A. Confidentiality and Security of Data

1. Safeguarding Client Information:

- Your data, vital for the effectiveness of our copy trading services, is meticulously stored in our secure electronic systems.
- We categorically treat all client data as CONFIDENTIAL, safeguarding it in compliance with prevailing Data Protection laws and regulations.
- Our commitment extends to the non-disclosure of client information to third-party entities, barring instances where you, the esteemed Client, provide explicit consent or in scenarios mandated by legal or regulatory frameworks.

B. Exceptions to Confidentiality

1. Circumstances Under Which Information May Be Disclosed:

- **Information Pre-existing in the Public Domain:** Data already publicly available, through no fault or omission of Primus Markets INTL Ltd or any obligated party, is exempted from confidentiality.
- **Legitimate Third-Party Information:** Data rightfully obtained from third parties, unencumbered by usage or disclosure restrictions, does not fall under confidentiality obligations.
- **Regulatory and Legal Mandates:** Compliance with legal and regulatory requirements may necessitate the disclosure of certain information in which these obligations supersede case confidentiality.

C. Informed Consent and Transparency

1. Comprehensive Privacy Policy Awareness:

- To ensure informed participation in our copy trading services, we encourage all clients to review our detailed Privacy Policy thoroughly.
- The Privacy Policy, accessible on our official website, is a fundamental component of our client agreement. It should be read and understood as an integral and inseparable element of this Agreement.

12. Internal/External Links, Broadcasting And Information

In the context of Primus Markets INTL Ltd's commitment to delivering comprehensive and state-of-the-art copy trading services, it is imperative to underscore the following aspects about the use and nature of internal and external links, broadcasting, and information provided through our Online Trading Facility:

A. Access to Information and External Resources:

1. Our Online Trading Facility encompasses a variety of broadcasts, publications, and links. These are meticulously curated to align with the content and nature of our services, thereby enriching your trading experience.
2. The primary objective of incorporating these resources is threefold:
 - a. To furnish you with pertinent and timely information related to our services.
 - b. To keep you abreast of the latest market news and foster informed decision-making.
 - c. To provide comprehensive background insights into relevant markets, enhancing your understanding and strategic positioning.

B. Nature and Limitations of External Content:

1. Including these links should be interpreted as a value-added service for informational and reference purposes only. It is pivotal to note that these are neither endorsements nor advertisements by third-party entities.
2. Primus Markets INTL Ltd exercises due diligence in selecting these links. However, the accuracy of the information and the content hosted therein falls outside our responsibility. We do not control these external sites, their subsequent updates, webcasting, or any transmission emanating from them.

C. User Discretion and Responsibility:

1. Engagement with external links, including registration or subscription processes, rests solely within your discretion. It is essential to exercise caution and consider the potential exposure of your data in such interactions.
2. While we strive to maintain relevance and alignment with our business ethos, we encourage your active participation. Should you encounter content in external links that you believe contravenes our rules, policies, or business relevance, we welcome your notification via email.

D. Disclaimer and Reliability of Information:

1. The information on our Online Trading Facility is current as of its publication date or indication. It is intended purely for informational purposes and sourced from entities regarded as reliable and accurate.
2. Despite our rigorous efforts to ensure the accuracy and integrity of information on our site, the inherently public nature of the Internet precludes any guarantees regarding its accuracy, completeness, or timeliness.
3. Consequently, Primus Markets INTL Ltd shall not be held liable for any loss or damage, direct or indirect, that may arise from reliance on the content of our Online Trading Facility. We emphasise that the information provided is not guaranteed and reserve the right to modify content without prior notification.

This section of the client agreement is structured to ensure clarity and transparency in our operations, aligning with our commitment to excellence in regulatory compliance, operational efficiency, and stakeholder communication. Your informed participation and vigilance in navigating these resources are integral to the mutual success of our engagement in the dynamic world of online trading.

13. Information Provided To Or Posted On Any Company's Online Trading Facility

1. Intellectual Property Rights and Permissions:

- **Non-Claim of Ownership:** The Company acknowledges that it does not claim ownership of any materials, including feedback, suggestions, opinions, and others (from now on referred to as "Submissions"), that you may provide or post/upload/input/submit to any Company's online trading facility or its associated services.
- **Grant of License:** In posting, uploading, inputting, providing, or submitting your Submissions, you grant the Company, its agents, affiliates, and necessary sublicensees a non-exclusive, worldwide, royalty-free license to use them. This includes the rights to copy, distribute, transmit, publicly display, perform, reproduce, edit, translate, and reformat your Submissions and to publish your name in association with your Submissions.
- **Comparative Advantage:** Our policy on intellectual property rights is designed to foster a collaborative and open environment that aligns with leading industry standards and practices.

2. Compensation and Use of Submissions:

- **No Monetary Compensation:** It is agreed that no financial compensation will be provided for using your Submissions as outlined in this Agreement.
- **Use at Company's Discretion:** The Company reserves the right, at its sole discretion, to use or refrain from using any Submission. This includes the authority to remove any Submission without prior notice.
- **Competitive Strategy:** Our approach to user submissions is centred on maximising the value and utility of shared insights to enhance our services, aligning with the top-tier practices in our industry.

3. Warranties and Representations:

- **Ownership and Control:** By posting, uploading, inputting, providing, or submitting your Submissions, you affirm that you are the rightful owner or have sufficient rights and control over these Submissions. This includes all necessary rights to provide, post, upload, input, and submit the Submissions.
- **Assurance of Compliance:** This affirmation ensures adherence to legal standards and reinforces our commitment to upholding the highest regulatory compliance and ethical conduct.

14. Conflicts of Interest

1. Client's Best Interests:

a. Paramount Priority: *Primus Markets INTL Ltd* integrates its operational strategies and decision-making processes to place clients' best interests at the forefront. This alignment ensures that the Company's actions and decisions are consistently client-centric, exceeding the typical industry benchmarks for client engagement.

b. Inherent Challenges: Recognising the dynamic and often unpredictable nature of financial markets, *Primus Markets INTL Ltd* is aware of the potential scenarios where the Company's interests might intersect or, in rare cases, diverge from our clients. This acknowledgement is not merely theoretical but an initiative-taking stance in anticipating and addressing such occurrences, thereby setting a higher standard of transparency than our peers.

c. Mitigation Strategies: In response to these challenges, *Primus Markets INTL Ltd* has proactively established comprehensive mitigation frameworks, surpassing conventional approaches with innovative solutions:

- **Stringent Internal Policies:** Aimed to maintain an equilibrium between Client and company interests, reinforcing our commitment to ethical business practices.
- **Continuous Monitoring and Assessment:** Of operational processes to preemptively identify and address any conflict of interest, demonstrating our advanced approach towards operational excellence.
- **Regular Training and Awareness Programs:** For our staff to reinforce the importance of prioritising client interests and ensuring ethical conduct, fostering an unparalleled culture of industry integrity.

2. Detailed Information:

a. Comprehensive Disclosure: To facilitate a deeper and more transparent understanding, *Primus Markets INTL Ltd* provides an extensive and detailed disclosure on how conflicts of interest are identified, prevented, and managed. This disclosure, integral to our Client Agreement, is crafted with clarity and comprehensiveness, ensuring that clients have access to all necessary information to comprehend the extent of our commitment to their interests.

b. Continuous Update: Reflecting the fluidity and constant evolution of the financial sector, the Client Agreement is not static but a living document. It undergoes regular revisions to incorporate the latest regulatory changes, market dynamics, and industry best practices. This continuous update process signifies our commitment to staying abreast of the changing landscape and aligning our practices to provide a dynamic and responsive approach to client engagement.

c. Client Empowerment: Primus Markets INTL Ltd adheres to transparency and empowers its clients by providing this detailed, regularly updated information. This empowerment comes from enabling clients to make informed decisions based on clearly understanding how their interests are protected and prioritised. It is a testament to our commitment to fostering a relationship with our clients deeply rooted in trust, transparency, and mutual respect.

15. Trading via Automated Services

A. Autonomy and Efficiency:

1. **Precision-Driven Execution:** Our automated services guarantee that trades are executed with exceptional precision, utilising sophisticated algorithms. This commitment to accuracy ensures flawless replication of current and forthcoming trades, perfectly harmonising with the investor's strategic vision.
2. **Algorithmic Synchronisation:** We integrate the latest advancements in financial technology to achieve real-time alignment with global market movements. This integration significantly enriches the overall investment experience.
3. **Competitive Edge:**
 - a. **Technological Superiority:** Primus Markets INTL Ltd stands out by deploying avant-garde technology, elevating trade precision and speed. This technological prowess positions us well above standard industry benchmarks.
 - b. **Innovative Analytics:** Our platform leverages innovative real-time data analytics to provide investors with insights that enable well-informed decision-making, distinguishing us in a highly competitive market.

B. Restrictions and Variability:

1. **Defined Trading Parameters:**
 - a. **Strategic Limitations:** We have implemented strategic boundaries, including minimum and maximum trade values. This balanced approach is pivotal for effective risk management and wise capital deployment.
 - b. **Customised Risk Profiles:** Each investor's risk tolerance is tailored by himself to ensure that trading parameters resonate with their distinct investment objectives.
2. **Adaptive Execution:**
 - a. **Market-Responsive Trading:** Our strategies dynamically adjust to market variances. This agility ensures optimal trade execution at the most favourable prices, backed by our sophisticated real-time market analysis. The final trade execution price may vary, reflecting our liquidity providers' next best market price.
 - b. **Predictive Adjustment:** We utilise advanced predictive models to proactively adapt to market shifts, optimising trade execution and bolstering potential returns.

C. Account Information and Confirmation:

1. **Accessibility and Binding Nature of Account Information:** All pertinent Account Information, including Deposits, Balance, Equity, Profits, Losses, and Trade Confirmations, is readily accessible to the Client via our Systems or upon a written request to the Company.
2. **Confirmation Protocol:** System-generated confirmations are the sole authoritative source for Client Account Information. Other platforms' confirmations, such as MetaTrader and other proprietary trading platforms, hold no legal binding. Discrepancies between the Client's system balance and the Company's records will defer to the latter as the accurate and legally binding figure.
3. **Timeliness and Availability:** Updated Account Information will be accessible no later than forty-eight (48) working hours following any account activity. Upon written request, the Company will provide account activity reports at a commercial cost if online access is unavailable.
4. **Dispute Resolution:** Confirmations, barring manifest errors, are deemed conclusive and binding unless contested by the Client in writing within three (3) business days of dispatch. The Company reserves the right to notify the Client of necessary adjustments or errors per its discretion and applicable laws.

D. Currency Conversions:

The Company holds the right to execute necessary currency conversions to facilitate deposits into the Client Account in the designated currency or to fulfil its obligations or rights under this Agreement. Such conversions adhere to the official exchange rate of the European Central Bank, with the Client bearing all associated foreign currency exchange risks.

E. Margin Requirements

1. Client Funds and Liquidity Providers:

- It is acknowledged that Client Funds, correlating to Open Positions and/or required Margin, may be allocated with Liquidity Providers to facilitate the Services. These Liquidity Providers operate independently of the Company.
- In adherence to the Company's "Best Execution Policy" and "Leverage Policy", the selection of Liquidity Providers is at the Company's exclusive discretion.
- It is critical to note that, in instances where the Company's Liquidity Providers, who may also be Company clients, hedge client positions to another Liquidity Provider within the Company's execution venue

network, Clients' Funds may consequently be transferred to the respective Liquidity Provider.

- For comprehensive details, clients are advised to refer to the Company's 'Best Execution Policy' on the Website.

2. **Withdrawal of Client Funds:**

- Clients retain the right to request the withdrawal of funds not engaged in securing any Open Position(s) or Credit. The Company must process such requests promptly, in compliance with applicable laws.
- It must be noted that withdrawal delays can occur due to issues at the Liquidity Providers' end. The Company bears no responsibility for such delays.

3. **Withdrawal Formula in Event of Bankruptcy:**

- In compliance with regulatory obligations and barring any government or legal authority's decision, if a Liquidity Provider's bankruptcy causes withdrawal delays, the Client's withdrawal entitlement will be calculated using the following formula:

(i) Total of Client's trading equity with the Company, multiplied by A fraction, where the numerator is the funds lost due to the Liquidity Provider's bankruptcy and the denominator is the Company's total trading equity to its clients.

4. **Company's Lien on Client Funds:**

- The Company holds a general lien on all Client Funds in its possession or control. This is effective until all the Client's obligations are fulfilled.
- The Company reserves the right to consolidate Client Accounts, merge balances, and offset any amounts against the Client's obligations.

5. **Margin Requirement:**

- Margin encompasses the necessary margin for maintaining Open Positions, which includes:
 - (i) The opening Margin as outlined in the relevant Financial Instrument contract specifications; and
 - (ii) Any additional amount deemed prudent by the Company.
- Clients are encouraged to review the Client Agreement for detailed information.

6. Maintenance of Margin Requirement:

- Clients must consistently uphold the Margin Requirement in their Open Positions.
- The Company reserves the right to liquidate any or all Open Positions if the Margin Requirement is not maintained, with and without a written notice.
- Margin Requirements are subject to change at the Company's discretion, with a commitment to notify clients in advance, if possible and allowed by the prevailing market conditions.

7. Account Liquidation Triggers:

- Liquidation of the Client Account will be executed under either of the following conditions:
 - (a) The occurrence of an Event of Default, as outlined in this Agreement, or
 - (b) When the Company determines the inadequacy of collateral deposited to secure the Client's Account.

8. Actions upon Account Liquidation:

- Upon the occurrence of conditions outlined in 7 (a) and/or (b), the Company may:
 - (a) Close all Open Positions.
 - (b) Cancel any or all outstanding Orders, Transactions, or commitments.
 - (c) Establish protective measures, such as a spread or straddle, to safeguard or minimise existing positions in the Client's Account.

16. Profit-Sharing Model in Copy Trading

Primus Markets INTL Ltd offers a distinctive and competitive profit-sharing model in its copy trading services, designed to promote mutual success and align the interests of all parties involved. The model is meticulously structured to ensure fairness, motivation, and an environment conducive to financial prosperity for master traders and their followers.

1. User-Specific Profit-Sharing Ratios:

- **Customised Profit Distribution:**

- Each Master at Primus Markets INTL Ltd sets his unique profit-sharing ratios. These are meticulously tailored to their trading strategies and performance metrics.
- The application of the high-water mark rules provides a fair and equitable distribution of profits. This approach aligns the interests of the Master with his Followers, ensuring that profit distribution reflects actual performance gains.

- **Incentive Alignment:**

- Our model is ingeniously designed to incentivise the Master. Linking compensation to his performance fosters a culture of excellence and superior trading execution.
- This strategic alignment benefits followers by ensuring they are partnered with a highly motivated and performance-driven Master.

2. Compelling Compensation Structure:

- **Performance-Based Rewards:**

- The compensation of the Master at Primus Markets INTL Ltd is strictly contingent upon the profits generated for their Followers.
- This results-oriented framework ensures that only successful trading strategies are rewarded, fostering a competitive environment and prioritising client profitability.

- **No Penalty for Losses:**

- Our unique approach differentiates us in the market. Primus Markets INTL Ltd ensures that no penalty fees are levied on the Master during periods of loss.

- This policy aligns our services with our clients' financial well-being and interests, reinforcing our commitment to their financial success.

With its user-specific ratios and compelling compensation structure, this profit-sharing model positions Primus Markets INTL Ltd as a frontrunner in copy trading. It reflects our commitment to providing a transparent, equitable, and performance-driven service, prioritising our Client's financial goals and well-being.

17. Fees

Transparent Fee Structure: Our fee model is designed with transparency at its core, ensuring that clients are fully aware of the financial implications associated with our automated copy trading services. Critical aspects of our fee structure include:

1. **Comprehensive Disclosure:** All fees related to the automated services are disclosed upfront. This transparency aligns with our commitment to integrity and trust in client relationships.
 2. **Underlying Product Fees:** In copy trading, specific fee details are tied to each underlying product. Clients are encouraged to refer to these individual product fees for a complete understanding of their financial commitments.
 3. **Competitive Edge:** Our fee structure is competitively positioned within the market. We regularly conduct comprehensive market analyses to ensure our fees align with industry standards while offering our clients superior value.
 4. **Value Proposition:** The fees are not merely costs but an investment in accessing advanced automated trading strategies designed to align with diverse investment objectives.
 5. **Clarity in Billing:** We ensure that all billing statements are clear, concise, and easy to understand, facilitating a straightforward assessment of charges incurred through our services.
 6. **Customer Support for Fee-related Queries:** Our dedicated customer support team is available to address any inquiries or clarifications regarding our fee structure, ensuring our clients have a complete and thorough understanding of our charging mechanisms.
 7. **Regular Updates and Notifications:** If there are any changes to the fee structure, clients will be promptly informed through official communication channels, ensuring complete transparency and adherence to regulatory standards.
- **Adherence to Regulatory Standards:** We comply with all relevant financial regulatory guidelines about fee structures in copy trading. This compliance underscores our commitment to upholding the highest standards of ethical financial practices.

18. Provision of Services

Service Amendments:

- **Adaptability to Market Dynamics:** Primus Markets INTL Ltd recognises global financial markets' fluidity and evolving nature. Accordingly, the Company asserts its absolute right to periodically review and modify its services, ensuring alignment with these dynamic market shifts. Such modifications may encompass, but are not limited to:
 - **Revisions in Trading Instruments:** Adjustments to the range and nature of available trading instruments.
 - **Adjustment of Leverage Ratios:** Calibration of leverage ratios to reflect current market conditions and risk appetites.
 - **Introduction of New Trading Platforms or Tools:** Deploy innovative technology and platforms to enhance trading efficacy.
- **Jurisdictional Eligibility:** Acknowledging varying regulatory landscapes, the Company adopts a proactive stance in ascertaining jurisdictions where its services are accessible. This decision hinges on:
 - **Regulatory Compliance:** A thorough examination of local regulatory directives and obligations.
 - **Economic Conditions Analysis:** Evaluation of regional economic climates.
 - **Market Demand Assessment:** Consideration of client needs and market trends within specific locales.
- **Client-Centric Approach:** Service modifications are executed with an unwavering focus on client needs, aiming to:
 - **Enhance Trading Experiences** Through the introduction of user-friendly interfaces and tools.
 - **Improve Risk Management** By integrating advanced risk assessment techniques and tools.
 - **Incorporate Advanced Technological Features** To stay ahead of market trends and client expectations.
- **Transparent Communication:** Service alterations will be conveyed to clients through:
 - **Direct and Clear Information:** Utilising official communication channels like emails, website updates, or direct platform messages.
 - **Timely Updates:** Ensuring clients are well-informed to make strategic decisions.

- **Competitive Analysis and Benchmarking:** Primus Markets INTL Ltd commits to exhaustive competitive analysis and benchmarking, aiming to:
 - **Surpass Industry Standards:** Elevating service quality beyond conventional industry benchmarks.
 - **Establish Market Leadership:** In copy trading services, setting new standards for the industry.
- **Copy Trading Specifics:** Focused enhancements in copy trading will include:
 - **Algorithm Updates:** Regular refinement of copy trading algorithms for optimal performance.
 - **User Interface Enhancements:** Upgrading the client interface for an enriched user experience.
 - **Market Alignment:** Ensuring copy trading services coordinate with the latest market trends and technological developments.
- **Feedback Integration:** Client insights are instrumental in shaping service evolution. The Company will:
 - **Conduct Regular Surveys** To capture client feedback and preferences.
 - **Establish Feedback Channels:** Facilitating continuous input from clients to guide future service enhancements.

19. Event of Default

1. Each of the following constitutes an "Event of Default":
 - (a) The failure of the Client to provide any Initial Margin and/or Hedged Margin or any other amount due under the Agreement.
 - (b) The failure of the Client to perform any of the Client's duties and/or obligations due to the Company under the Agreement.
 - (c) If an application is made in respect to the Client under the Republic of Vanuatu Bankruptcy Laws, as amended or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
 - (d) Where any representation or warranty made by the Client is/or becomes untrue.
 - (e) The Client cannot pay the Client's debts when they fall due.
 - (f) The Client (if the Client is an individual) dies, is declared absent, or becomes of unsound mind.
 - (g) Any other circumstance where the Company believes that it is necessary or desirable to take any action is set out in the following paragraph.
 - (h) The Client involves the Company in any fraud or illegality.
 - (i) An action set out in the following paragraph is required by a competent regulatory authority or body or court.
 - (j) In cases of material violation by the Client of the requirements established by legislation of the Republic of Vanuatu or other countries, such materiality is determined in good faith by the Company.
 - (k) If the Company suspects the Client is engaged in money laundering, terrorist financing, or other criminal activities.
 - (l) The Company suspects that the Client performed abusive trading such as, but not limited to, Scalping, Pip-hunting, placing "buy stop" or "sell stop" Orders before the release of financial data, arbitrage, manipulations or a combination of faster/slower feeds.

- (m) The failure of the Client to abide and adhere to the Applicable Laws and Regulations and/or the Leverage Policy.
- 2. If an Event of Default occurs, the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:
 - (a) Terminating this Agreement without notice will give the Company the right to perform any or all the actions of Section "Termination of the Agreement".
 - (b) Combine any Client Accounts of the Client, consolidate the Balances in such Client Accounts and set off those Balances.
 - (c) Close the Client Account.
 - (d) Cease to grant the Client access to the Company's Online Trading System.
 - (e) Convert any currency.
 - (f) Suspend, freeze or close any open positions or reject Orders.
 - (g) Cancel or reverse any profits gained through abusive trading.
 - (h) The application of artificial intelligence to the Client Account or in case of using stolen cards, forgery, fraud or when the Client engaged in a criminal activity or money laundering.
 - (i) Refuse to accept Client Orders.
 - (j) Refuse to open new Client Accounts for the Client.

20. Force Majeure

1. A Force Majeure Event includes, without limitation, each of the following:
 - (a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis.
 - (b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster.
 - (c) Labor disputes and lock-out.
 - (d) Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organisations, decisions of governing bodies of organised trading platforms.
 - (e) A financial services moratorium has been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority.
 - (f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the Company's bad faith or willful default).
 - (g) Any event, act or circumstances not within the Company's control and the effect of that event(s) is such that the Company cannot take any reasonable action to cure the default.
 - (h) The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes or the imposition of limits or unique or unusual terms on the trading in any such market or event.
2. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement), the Company may, without prior notice and at any time, take any or all the following steps:
 - (a) Increase Margin requirements without notice.
 - (b) Close out any or all Open Positions at prices the Company considers in good faith appropriate.
 - (c) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.

- (d) Take or omit taking all such actions as the Company deems appropriate in the circumstances regarding the position of the Company, the Client and other clients.
 - (e) Decrease Leverage.
3. Except as expressly provided in this Agreement, the Company will not be liable or responsible for any loss or damage arising from any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

21. Amendments And Updates

1. Reserve of Rights:

- **Primus Markets INTL Ltd. reserves the right to amend or augment any term or condition** of this Agreement at any point without prior notification. This decision is made in the best interest of all parties involved, ensuring our services remain at the forefront of industry standards and regulatory compliance.
- **Notification of Changes:** Following any amendment, clients will be duly informed through their preferred communication channel, ensuring full awareness and understanding of the current Agreement terms with Primus Markets INTL Ltd. This approach aligns with our commitment to transparency and client empowerment.

2. Acceptance of Modifications:

- **Incorporation into Agreement:** All modifications, reflecting the evolving landscape of financial markets and regulatory requirements, will be seamlessly assimilated into this Agreement.
- **Continued Usage Equals Consent:** Your ongoing engagement with the Company's Online Trading facility, including the innovative Copy Trading feature, signifies your acceptance of these modifications. It is incumbent upon you, as our valued Client, to regularly review these terms to remain informed of your rights and obligations.

3. Superseding Clause:

The latest version of this document, accessible on our Online Trading Facility and through our client portal, nullifies and supersedes all preceding versions. This clause ensures that our clients are always governed by the most current and legally robust framework, reflecting the latest industry practices and technological advancements.

By implementing these provisions, Primus Markets INTL Ltd. demonstrates its unwavering dedication to maintaining a dynamic and compliant trading environment. We encourage our clients to view these amendments as a reflection of our commitment to providing superior and secure trading experiences aligned with global regulatory standards and market innovations.

22. Termination

1. Rights of Primus Markets INTL Ltd:

- **Discretionary Action:** Primus Markets INTL Ltd reserves the exclusive right to, at its sole discretion, limit, suspend, or terminate the Client's access to the Primus Markets INTL Ltd Online Trading Facility and any associated services. This action may be undertaken partially or in entirety and may occur with or without prior notification to the Client.

2. Client's Notice of Account Closure:

- **Notice Requirement:** Clients desiring to terminate their accounts must provide a written notice to the Company. This notice must be submitted ten (10) days before the intended account closure date.

3. Conditions for Immediate Termination:

- **Grounds for Immediate Termination:**
 1. Any substantial violation of the terms of this Agreement.
 2. Engagement in acts deemed to be in bad faith.
 3. Misappropriation or misuse of the Company's assets, including but not limited to its Online Trading Facility.
 4. Provision of misleading or fraudulent information.
 5. Declaration of bankruptcy or initiation of receivership by either party.
- **Regulatory Constraints:** Termination may be necessitated by regulatory restrictions or limitations newly imposed.

4. Procedures Post-Termination:

- **Closure of Positions and Orders:** After the termination of this Agreement, all the Client's open positions will be closed, and any pending orders will be annulled.
- **Client Responsibilities:** Clients are responsible for any losses or expenses arising from such termination.
- **Account Balance Settlement:** Any remaining balance in the Client's account will be duly processed and credited to the Client if it is derived from legitimate transactions and is not a product of any unauthorised transaction, as mentioned in section 5 of this Agreement.

5. Communication Protocol:

- **Email Correspondence:** For this Agreement, communication via email shall be deemed a valid and sufficient method for all notifications and correspondences related to the provisions outlined herein.

6. Duration of Agreement:

- This Agreement comes into effect from the Effective Date and will remain in force until terminated by either party by the terms set forth herein.

7. Termination by the Company:

- **Immediate Effect:** The Company reserves the right to terminate this Agreement at any given time, with immediate effect, without the necessity of notice, under the conditions specified in Clause 5 or in instances such as:
 1. Failure to remit due commissions.
 2. Significant breach of this Agreement.
 3. Changes in regulatory or legal frameworks affect operational viability.
 4. Revocation of the Client's access to the Online Trading Facility.
 5. Breaches by the Client that are deemed incurable.
 6. Violations of applicable laws or regulations.
 7. Engagements in fraudulent activities.
 8. Legal or regulatory regime alterations render the Agreement unenforceable.

8. Surviving Clauses:

- Specific stipulations of this Agreement, including but not limited to indemnification, warranties, limitations of liability, and others that are inherently designed to survive termination, shall continue to remain in effect post-termination.

9. Consequences of Termination:

- Repercussions of termination may encompass but are not limited to account consolidation, the execution of set-offs, currency conversion, access restriction, closure of positions, freezing of orders, execution of liens, and other actions deemed necessary by the Company.
- Termination of this Agreement does not exempt the Client from fulfilling any pending financial obligations, nor does it nullify any legal rights or obligations that have arisen before or on the date of termination.

10. Legal Jurisdiction (Republic of Vanuatu) and Enforcement:

1. Jurisdiction:

- All disputes arising under the Agreement will be governed and resolved by the laws of the Republic of Vanuatu.

2. International Enforcement:

- **Global Reach:** Despite the international scope of the service, its legal enforceability is strictly subject to the jurisdiction of Vanuatu.
- **Cross-Border Considerations:** Parties from different regions must acknowledge that any legal proceedings will be conducted in Vanuatu, regardless of location. International parties must be prepared for legal proceedings in Vanuatu, recognising its potential impact on logistics and legal strategies.

3. Examples and Implications:

a) Dispute Resolution:

1. Under Vanuatu law, disputes between parties will adhere to established legal protocols.
2. This ensures a consistent legal framework for resolving issues.

b) Global Compliance:

1. Masters and Followers must understand how Vanuatu's laws interact with their local legal systems.
2. Awareness of potential legal conflicts or compliance requirements is crucial.

c) Example Scenario:

1. Vanuatu's laws govern a dispute between a Master in Germany and a Follower in Brazil.
2. Parties should be prepared for distinct legal procedures and logistical challenges.

d) **Dispute Scenarios:**

1. **Master vs. Follower:** For instance, a Follower's allegation of misrepresentation by a Master will be resolved under Vanuatu law.
2. **Follower vs. Company:** Disputes about trade execution or account management will follow Vanuatu's legal framework.
3. **Master vs Company:** Contractual or payment disputes with the Company will be resolved in Vanuatu.

e) **Global Compliance Awareness:**

1. Masters and Followers must align their understanding of Vanuatu's terms with their local legal obligations.
2. Seeking counsel knowledgeable in both jurisdictions may be necessary.

f) **Example Scenario:**

1. In a dispute between a Master in Canada and a Follower in Japan, legal proceedings occur in Vanuatu.
2. Parties may face challenges like differing legal standards and international litigation complexities.

4. **Dispute Resolution Mechanisms:**

1. **Scope of Dispute Resolution:**

- This mechanism addresses disputes arising from various aspects of the Agreement, such as its formation, validity, interpretation, performance, breach, and termination, and encompasses non-contractual claims.

2. **Mediation Process:**

- The laws of the Republic of Vanuatu will conduct mediation.
- English will be the language used throughout the mediation proceedings.
- Mediation facilitates a mutually agreeable resolution, often involving a neutral mediator.

3. Examples and Explanations:

- For instance, parties will mediate in Vanuatu to seek a resolution if there is a disagreement over the interpretation of a contract clause.
- Mediation provides a less adversarial and more collaborative environment than court proceedings.

4. Applicability:

- These mechanisms apply irrespective of the nature or complexity of the dispute, ensuring a consistent resolution process for all contractual and non-contractual issues.