



PRIOR CAPITAL

TERMS OF BUSINESS FOR PROVISION OF BROKERAGE SERVICES

Client Agreement

Updated on

MAY 31, 2019

Risk Warning: The investment value can both increase and decrease, and the investors may lose all their invested capital. Before undertaking any such transactions, you should ensure that you fully understand the risks involved and seek independent advice if necessary. Please consider our [Risk Disclosure](#).

TERMS OF BUSINESS

These Terms of Business (ToB) for provision of Brokerage Services determine the procedure, terms and conditions for provision of brokerage services by Prior Capital CY Ltd (hereinafter the “Broker” and/or “the Company”) on the financial markets to any individual or legal entity that meets the requirements established by these ToB (hereinafter the “Client”) (The Client and Broker are hereinafter referred to individually as a “Party” or collectively as “Parties”).

GENERAL INFORMATION ABOUT THE BROKER

Prior Capital CY Ltd (former PriorFX Ltd) (hereinafter referred to as the "Broker", "Company", "Prior Capital CY") is an Investment Firm authorized and regulated by the Cyprus Securities and Exchange Commission (hereinafter the “CySEC”) under the License No. CIF221/13, governed by the Markets in Financial Instruments Directive II (MiFID II) and is a member of the Investors Compensation Fund (ICF). Further details on Company license can be found on the CySEC’s [website](#).

The business name Prior Capital CY Ltd owned by the Company incorporated and registered under the Laws of the Republic of Cyprus under the Certificate Registration Number HE321360. The Head Office of the Company is located at 196 Arch. Makarios III Ave., Ariel Corner, 3030 Limassol, Cyprus.

These Terms of Business (the “Agreement”), as they appear on the Company’s website from time to time, govern the Client’s relation with the Company and the use of the Company’s website and/or systems at the time the Client makes use of the latter. The Company fully reserves the right, in its sole discretion, to change these present Terms of Business at any time. Any change the Company makes to these Terms of Business will be effective immediately upon the posting of the changed Terms and Conditions on the Company’s [website](#). Any material change the Company make to this Terms of Business and/or any other legal document will be sent to the client on a durable medium.

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

Language: These Terms of Business (the “Agreement) and the entire Client Document Pack are in the English language. Where translated copies have been made available to you, you should be aware that in all cases of conflict, the English version shall prevail.

We will communicate with you in the English language and we require that you do so as well. Where you choose to communicate with us in a language other than English, you agree that, in the event of dispute, the English language versions of relevant Client Document Pack will prevail.

1. ACCESSION, ENTRY INTO FORCE AND PREREQUISITES

1.1. Accession to these ToB and conclusion of the Agreement is carried out by the Client, by virtue of signing the Brokerage Services Agreement (hereinafter together and in conjunction with this ToB and other appendices, annexes, amendments and schedules hereto and thereto, including, referred to as the “Brokerage Agreement”). Signing of the Brokerage Agreement by the Client means acceptance of all the terms and conditions specified in these ToB without any exceptions and/or without any modifications or alterations thereof, unless explicitly agreed

otherwise. All Schedules, Annexes and Appendices to these ToB shall form an inseparable and integral part of the Brokerage Agreement unless otherwise agreed in form prescribed by the Brokerage Agreement and/or Schedules, Annexes, Amendments or Appendices thereto.

1.2. The Brokerage Agreement shall be signed by the Client personally or by its authorized representative(s) acting on the basis of Memorandum, Articles of Association, Resolution of the Board of Directors or other relevant body of the Client, on the basis of valid Power of Attorney in the form required by Law, or on the basis of the other grounds prescribed by Law applicable to the Client and/or representative(s).

1.3. The Brokerage Agreement is deemed to enter into force on the date signed from both Parties.

1.4. The Brokerage Agreement and other documents required to be duly completed and signed by the Client may be delivered by the Client to the Broker at the Client's discretion, as follows:

- i. By forwarding the signed documents via email to support@priorcapital.eu; or
- ii. By sending via courier, the signed documents to the Broker's business address located on 196 Arch. Makarios III Ave., Ariel Corner, 3030 Limassol, Cyprus.

2. THE COMPANY REPRESENTATIONS

The Company hereby represents and warrants to the Client that:

- a. The Company is authorized by its license to engage in Brokerage Services.
- b. The Company has full power and authority to enter into the Agreement.
- c. The Agreement has been duly authorized and executed by the Company and constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms.
- d. The Company shall provide its Services under the Agreement in accordance with Instructions and the Law.
- e. The Services under the Agreement are provided basing on the rules and principles set forth in the Policies implemented by the Company, including "Best Execution Policy" and "Conflicts of Interests Policy". The Client shall also consider all the risks associated with trading in financial markets, specified in the [Risk Disclosure Policy for Traditional Financial Instruments](#). The Client can access these Policies and the Risk Disclosure Policy in full-scale, as well as other information on the Company and its activities, on the [website](#). Any amendments to these documents are published at the website at the date of their implementation. Any material change the Company make to this Terms of Business and/or any other legal document will be sent to the client on a durable medium.

3. CLIENT REPRESENTATIONS

The Client hereby represents and warrants to the Company that:

- a. The Client is a citizen/resident of the state as specified in the client's Application form.
- b. The Client has full power and authority to enter into, deliver and perform this Agreement.
- c. The Agreement has been duly authorized and executed by the Client and constitutes a valid and legally binding obligation of the Client, enforceable in accordance with its terms.

- d. The execution and performance of this Agreement does not violate any provision the Law or the Client's constitutional documents or any agreement to which the Client is a party, or which is binding upon the Client.
- e. It is authorized to engage in Transactions and appoint the Company as agent in respect of the Financial Instruments, and has obtained all necessary licenses, authorizations and approvals, as may be required by the Law.
- f. It is entering into this Agreement and any Transaction hereunder with a full understanding of all of the terms, conditions and risks thereof, specified in the Risk Disclosure Policy/Statement and is capable of assuming and willing to assume those risks.
- g. The Client's Assets are freely disposable and clear from any rights, claims, interests of any third person or any incumbency, unless otherwise agreed by the Parties in writing.
- h. The Client acknowledges and accepts that in order to obtain the Services it shall provide the Company with all the necessary information and documents requested by the Company in accordance with the Law. The Client shall also provide the Company, on demand, with copies of its publicly available financial information and all other information which the Company may reasonably request.
- i. In entering into this Agreement, the Client has relied solely upon its own evaluation of the terms hereof or upon advice from its independent professional advisors and has not relied and will not rely on any statements, advice or recommendation of the Company with respect of the suitability of this Agreement for it.
- j. The Client acts on its own behalf, for its account and not for, or in the interest of, any third person in giving Instructions or engaging in the Transactions.
- k. All information provided by the Client under the Agreement, including, but not limited to, information in the Client Application Form, is complete, true and correct and no part of it could be treated as misleading. Such information shall be provided by the Client in a written form unless specified otherwise under the provisions of this Agreement.
- l. The Client is informed of the Policies of the Company found in the Company's website (add the link). The Client hereby provides its express consent to the "Best Execution Policy" and "Conflicts of Interest Management Policy".

Unless agreed in writing, the Company will not provide the Client with specific investment advice or manage (either on a discretionary or an advisory basis) the Client's investment portfolio. Note that we disseminate research publications prepared by the Company. These publications are not intended for use by clients to whom they are not addressed specifically, and you should not rely on them.

The Company may enter into any transactions with you as a principal or may act on your behalf as a broker or an agent. The Company may use execution brokers or sub-custodians in the discharge of our responsibilities to you.

4. AUTHORIZED PERSONS OF THE CLIENT

The Client shall appoint and inform the Company about its authorized persons ("Authorized Persons") in written form in order to exercise rights and perform obligations of the Client under this Agreement. The powers of such Authorized Persons shall be confirmed by the power of attorney in the form acceptable to the Company. The Client shall be responsible for all acts of its Authorized Persons when negotiating with or giving Instructions to the Company, and shall ensure that all the means of communication, used for giving Instructions to the Company, including but not limited to Electronic System, are accessible to Authorized Persons only.

In the event the authority of an Authorized Person is revoked, the Client shall notify the Company to that effect in a written form and provide it with a document, confirming appointment of a new authorized person, and new power of attorney no later than on the Business Day, following the day of replacement. Any Order given by the revoked Authorized Person prior to the actual receipt of the above notice by the Company shall be valid and binding for the Parties.

The client confirms that the said Authorized Persons are private ones and do not act as professional asset managers subject to licensing in the state of registration of the Client or such an Authorized Person or in an EU-member state (unless otherwise specified).

5. DEFINITIONS AND INTERPRETATION

5.1. The following terms shall have the meanings, respectively, ascribed to them below:

Affiliate means any entity, which directly or indirectly controls or is controlled by a Party; and **Control** means the power to direct or the presence of ground to manage the affairs of the entity;

Applicable Law means any rule, regulation, custom or practice in dealings on any relevant market or exchange, and its clearing entity, if any, where Transactions listed herein are executed by Broker or its agents or sub-brokers, any other legislation, law, order, rule or regulation affecting or relating to the rights and privileges of the Client to engage in Transactions listed herein including the rules of any register, any laws, regulations, rules that govern execution of Transactions on regulated markets and/or execution of over-the-counter Transactions, and any present and future legislation, law, order, rule, regulation or document amending or supplementing any of the foregoing;

Basic Provisions means the terms of the Client's Trade Order or/and the terms of any applicable Transaction agreed upon by the Parties as the result of receipt by the Company of Instructions from the Client. At a minimum, the Basic provisions shall include the following items: (a) Client's name; (b) Client's Order date; (c) Type of Transaction (BUY/SELL); (d) Name or identification of the Financial Instruments; (e) Settlement details, period of payments; (f) Price of the Financial Instruments; (g) Quantity of the Financial Instruments; (h) Validity period of the Instructions; (i) Other items, if appropriate subject to specifics of a Transaction;

Business Day means a day, other than Saturday, Sunday or any public holiday or banking holiday, on which banks and stock exchanged are open for business in Nicosia/Limassol (the Republic of Cyprus) and/or Moscow (the Russian Federation) and/or New York (the United States of America) and/or London (United Kingdom);

Client's Account means an account opened and maintained by Prior Capital CY in its books in accordance herewith, recording the Client's Assets;

Client's Assets means the balance of monetary funds and Financial Instruments on the Client's Account;

Client Order (or Order) means the instructions of the Client to Prior Capital CY, drawn up and presented in the form, specified by this Agreement and signed by the Authorized Person of the Client (if applicable), for purchase and/or sale of one or more Financial Instruments including REPO Transactions, indicating the Basic Provisions of the Transaction;

Confidential Information any information disclosed by one party to the other party in connection with the services, which is of a confidential nature irrespective of its wording;

Counterparty means any third Person that is the other party to a Transaction.

CRS or Common Reporting Standard means the “Standard or Automatic Exchange of Financial Account Information” promoted and operated by the Organization for Economic Cooperation and Development (the “Cyprus Securities and Exchange Commission”).

FATCA means the United States Foreign Account Tax Compliance Act.

Financial Instruments means transferable securities; money-market instruments; units in collective investment undertakings; derivative contracts relating to securities, currencies, interest rates or yields or other derivative instruments, financial indices or financial measures which may be settled physically or in cash and other financial instruments permitted by the license mentioned in section 3.

Instructions means written directions of the Client given to the Broker by one of the Client’s authorized representatives, which incorporate the Basic Provisions of a transaction which the Client is going to enter into in accordance with the Brokerage Agreement;

Law means Applicable Law and/or Regulating Law, including but not limited to Directive 2014/65/EU or the European Parliament and of the Council of 15 May 2014 on markets in financial instruments amending Directive 2002/92/EC and Directive 2011/61/EU Text with EEA relevance and Investment Services and Activities and Regulated Markets Law 87(I)2017.

Margin Call means situation when market price of the Financial Instrument which is the subject of the REPO Transaction decreased on the amount equal to (and more) the revaluation level from the initial price of the REPO Transaction. Value of the “revaluation level” is the required parameter of the concluded REPO Transaction and express as a percentage.

Margin Lending Facility means the procedure of granting of marginal loan to the Client, in the framework of relative ancillary service for which Prior Capital CY is authorized. This procedure is subject to conclusion of a separate agreement between Prior Capital CY and the Client.

MiFID II means “Markets in Financial Instruments Directive 2014/65/EU, Markets in Financial Instruments Regulation 600/2014 (MiFIR) and the Law.

Multilateral Trading Facility (MTF) means a multilateral system, as it is defined in the Law, operated by a market operator, which brings together multiple third-party buying and selling interests in financial instruments – in the system and in accordance with non-discretionary rules-in a way that results in a contract in accordance with the Law.

Transaction means a transaction for buying or selling Financial Instruments made by the Broker or by third party to which the Broker transmitted the Order for execution on behalf of the Client and in the Client’s interests according to the Instructions of the Client;

Person means any individual, partnership, association, joint stock company, joint venture, corporation, trust, limited liability company, non-incorporated organization, or a government agency or political subdivision thereof;

Regulated Market means a multilateral system, as it is defined in the Law, operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying selling interests in financial instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorized to operate in member state and functions regularly and in accordance with the provisions of the Law.

Regulating Law means any regulation, rule, official directive, request or guidelines (whether or not having the force of law but, if not having the force of law, being of a type which any person to which it applies is accustomed to comply with) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization which regulates the provision of brokerage services on the professional basis in the Republic of Cyprus.

Repurchase Transaction (REPO Transaction) means a Transaction, where only one party being Prior Capital CY or a Counterparty (“Seller”) agrees to sell to the other (“Buyer”) Financial Instruments against the payment of the purchase Price by Buyer to Seller with a simultaneous agreement by Buyer to sell to Seller Financial Instruments equivalent to such Financial Instruments at a certain date or on demand against the payment of the Repurchase Price by Seller to Buyer.

Transaction Costs means all expenses associated with the reception, transmission, execution of Instructions, including the payment of the registration fees, transfer agent fees and related travel expenditures, stock exchange dues, payment in favour of market maker - if applicable, bank rate, for conversion of currency;

Regulated Market” or “Exchange means the multilateral system managed or operated by a market operator and which brings together or facilitates the bringing together of multiple third-party buying or/and selling interests in Financial Instruments - in the system and in accordance with its non-discretionary rules - in a way that results in Prior Capital CY Ltd Terms of Business for Provision of Brokerage Services Regulated by CySEC License No CIF 251/14 contract, in respect of the Financial Instruments admitted;

Services (Brokerage Services) or Service means the investment and ancillary activities listed in Section 3 of this Agreement which shall be performed by Prior Capital CY in exchange for its remuneration hereunder.

Transaction means a transaction for buying and/or selling one or more Financial Instruments, as well as REPO Transaction, concluded by Prior Capital CY on its behalf or on behalf of the Client but for the account and in the interests of the Client on the basis and in accordance with the Client Order.

Upper Broker means the Execution Venue, member of an Exchange and/or Clearing House and/or other party relevant to transaction that is instructed by us to execute and/or transmitted to execute, clear or settle a transaction.

5.2. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender.

5.3. Unless the context otherwise requires or unless otherwise provided herein, the terms defined in these ToB which refer to an agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments or restatements of such agreement, instrument or document, provided that nothing contained in this sub-clause shall be construed to authorize such renewal, extension, modification, amendment or restatement. This sub-clause however is without prejudice to the procedures for renewals, extensions, modifications, amendments or restatements laid down in these ToB.

5.4 The word “or” is not intended to be exclusive and the word “includes”, and its derivatives mean “includes, but is not limited to” and corresponding derivative expressions unless the context otherwise requires.

6. PROVISION OF FINANCIAL SERVICES

6.1. The Broker provides to the Client the following investment services:

- Reception and transmission of orders in relation to one or more financial instruments;
- Execution of Orders on behalf of Clients;
- Dealing on Own Account;
- Portfolio Management;
- Provision of Investment Advice.

The Broker provides to the Client the following ancillary services:

- Safekeeping and administration of financial instruments, including custodianship and related services;
- Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction;
- Advice to undertakings on capital structure, industrial strategy and related matters and advice and services relating to mergers and the purchase of undertakings;
- Foreign exchange services where these are connected to the provision of investment services;
- Investment research and financial analysis or other forms.

6.2. The provision of investment and ancillary services are to be provided by the Broker in respect of the following Financial Instruments:

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

Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF.

6.3. The Broker may provide the Client with other services which are or may be subject to the terms of the Brokerage Agreement and/or any other relevant agreements, unless they are not covered by authorization of the Broker.

6.4 In the event of amendments to the list of financial services provided, Financial Instruments or ancillary services, the Broker shall notify the Client of the changes made in accordance with the procedure provided for amendment of these ToB.

6.5 Except as otherwise provided in the Brokerage Agreement, provision of financial services in relation to reception, transmission or execution in relation to Financial instruments or operation of any kind for the Client shall be performed based on the Client Order or Instruction.

6.6. The Broker has the right to transmit Client Orders for execution to third parties (hereinafter referred to as the “Upper Brokers”). In case, transactions according to the Client Order(s) are executed by the Upper Broker(s), the Broker shall receive the Client Order(s) from the Client and transfer the Client Order(s) to the Upper Broker(s) and shall remain responsible for such reception and transmission. In respect of Client Accounts, the Broker shall keep records of all Transactions executed by the Sub-Broker according to the Client Orders placed with the Broker by the Client, records of the Client’s securities and monetary funds in accordance with the data provided by the Upper Broker.

6.7. By acceptance of these ToB, the Client gives its consent to have Transactions executed by Upper Brokers in course of execution of Client Orders given to the Broker and on the terms of provision of services established by Upper Brokers.

6.8. The Parties agreed that according to the ToB, the Broker may determine in its sole discretion whether to effect any Transaction or provide any services to, with, or for the Client as principal, riskless principal, as agent or partly as riskless principal and partly as agent. The Client agrees that any Transaction may be received, transmitted or executed by the Broker on behalf of the Client and for the Client’s benefit, but in the name of Broker, in which case Prior Capital CY will act on behalf of the Client as a riskless principal.

6.9. For purposes effecting the provision above, the Client hereby appoints and authorises the Broker as its agent, with full power and authority to act in accordance with the Instructions and the Brokerage Agreement (except as expressly provided by Applicable Law) and to take all reasonable and necessary actions in connection with its obligations and rights as set forth herein whether acting as an agent, identified, unidentified or riskless principal, including execution and transmit for execution Client Orders on any terms, the Broker may deem applicable in its sole discretion, provided such terms do not contradict with Client Orders and are always in line with the Order Execution Policy. The latest version of Order Execution Policy is available to you at the following [link](#).

7. TRANSFER OF FUNDS

7.1 The Broker shall inform the Client of the name, address and account number of the Prior Capital CY account for transferring funds. The Client shall clearly specify his or her name and other required information as may be required by the Broker, in accordance with applicable Regulations against Money Laundering and Terrorism Financing, on the payment document.

7.2 It is the Company’s policy not to accept payments from third parties to be credited to the Client’ account. Any amounts transferred by the Client to the Company’s Client account will

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

7.3 By signing this Agreement, the Client gives his or her consent and authorizes the Company to make deposits/withdrawals to/from the Client account on behalf of the Client for reasons, including but not limited to, the margining and/or settlement of transactions performed by or on behalf of the Client, for payment of all mutually agreed fees/costs due by or on behalf of the Client to the Company or any other relevance or specific reason. The Client gives his or her consent and authorizes the Company, where applicable, to transfer/hold his or her funds within or outside the European Economic Area (EEA) authorized broker in which the Client's funds will be located on a segregated Client's account. The Client, using the Company's relevant 'Fund transfer request', shall provide the Company with his or her bank account in order for the Company to transfer any amount payable to the Client. It is the Company's policy to transfer all amounts directly to the Client's personal account. The request to withdraw the funds is processed on the same day it is received, provided such request is received within business hours (Monday - Friday, 09.00 - 18.00 (CET), taking into account the margin level on the account of the Client, the withdrawn sum, and the requirements of the Company and the correct indication of all data for execution of the remittance. If the withdrawal request is received after business hours, it shall be processed on the following business day.

7.4 Terms and fees for deposits/withdrawals to be made through approved payment system(s) are found in Annex to the ToB. Also, you can find more information about the terms and fees for deposits/withdrawals on the Company's website.

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

- if the Client instructs the Company to transfer the funds to a third party;
- if the Company has reasonable grounds for suspecting that the person who gave the transfer order was not a duly authorized person;
- if the transfer violates Cyprus legislation. In any of the above cases takes place, the Company will send back the received funds to the remitter by the same method as they were received.

8. SAFEGUARDING OF CLIENT'S FUNDS

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

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

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

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

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

The provision of safekeeping (Custodian Services Agreement) of Financial Instruments shall be regulated by a separate agreement between the Company and the Client.

9. OBLIGATIONS OF THE CLIENT

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

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

10. FATCA

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

11. COMMON REPORTING STANDARD (“CRS”)

The Common Reporting Standard refers to the common requirements and standards created by the OECD for the automatic exchange of certain financial information between countries. The CRS Decree imposes obligations on Cyprus Financial Institutions to identify, maintain and report information about individuals and entities tax resident in another jurisdiction for whom they maintain financial accounts and to report in to the Cyprus Tax Department to the extent that it is reportable under the applicable legislation.

12. TAXATION

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

12.2 The Broker is not responsible for paying Client’s tax obligations in relation to possible income tax or similar taxes imposed on the Client by his or her jurisdiction on profits and/or for trading in Financial Instruments. All responsibilities to deal properly with the tax authorities of the Client’s jurisdiction lies exclusively on the Client. However, if the Client intends to acquire the Financial Instruments (or such instruments may be acquired according to a portfolio management strategy undersigned by the Client) on which a passive income can be paid (such as dividends on shares or coupons on bonds), and provided that the Client wants to apply possible tax incentives under a Double Tax Treaty, the Client may provide the Company with

an appropriate certificate confirming the Client's tax residency to be submitted to the income payer upon the payer's request.

However, the Company shall not be responsible for realization of such possible tax incentives regardless of whether the certificate has or has not been submitted to the Company by the Client or to the income payer by the Broker.

13. INTEREST

The funds credited to the Client's account with the Broker shall not bear interest. By accepting this ToB, the Client give his or her express consent and waives any of his/her rights to receive any interest earned on his/her funds held on the bank accounts of the Broker.

14. ASSET RECORDING AND CUSTODY

14.1 The Broker shall record the assets of the Client in accordance with the requirements of Applicable Laws. The Broker hereby declares that it holds Client's assets (including funds and Financial Instruments) separately from its own assets (including funds and Financial Instruments). The Broker exercises all due measures, care and diligence in the selection, appointment and periodic review of the banks, brokers and custodians where the Client's assets are held and the revision of the holding of the Clients' assets with these institutions.

14.2. Funds of the Client are held and recorded on separate bank accounts opened by the Broker. The Broker has the right to choose any bank or several banks with which cash accounts will be opened, situated in European Economic Area and G20 countries zone. Any bank account of the Broker, which the Client's funds are held on, shall be identified as the "Clients' account", or in such other manner as to notify third parties that funds held on this account are not the Broker's own funds, or in any case separated from the Broker's own accounts.

14.3. In case funds are deposited by the Client (or any other person on behalf of the Client) on the Broker's bank account, the Broker shall perform identification of a person that carried out such deposit of funds. The Broker has the right to require from the Client, and/or another person acting on behalf of the Client in deposition of the funds, to provide all the required information. In the event the required information is not provided by the Client or the provided information is insufficient in the view of the Broker, the Broker has the right not to deposit funds to the Client Account and return funds to the person that made the deposit of funds.

14.4. Financial Instruments of the Client, Client's operations with securities, safekeeping of Client's securities and/or records kept on the rights of the Client to securities may be kept by the Broker on its custody accounts opened with other custodians including custody accounts with central depositories, credit institutions, brokers or other regulated entities. The Custodians are established within the European Economic Area and G20 countries zone, in which case legislative provisions and regulatory regime may differ from that in the EU or European Economic Area.

14.5. The procedure for maintaining custody accounts and bank accounts are regulated by Laws and other Statutory Acts of the Countries of registration of central depositories, custodians, brokers, credit institutions and other regulated institutions. Therefore, the Client's rights related to these financial instruments and/or monetary funds may be changed accordingly. The Broker is entitled to hold the Client's monetary funds and assets with credit and financial institutions established within the European Economic Area and G20 zone countries. The client is hereby notified that his rights may differ based on the legislation of the particular jurisdiction. More detailed information is available upon Client's request.

14.6. The Broker undertakes to notify a Client in the manner specified in these ToB of all other cases, except those when the assets are held with institutions mentioned above. When assets of this Client may be held by a third party on behalf of the Broker. The Broker shall notify the Client of any cases when it is not possible to maintain financial instruments with a third party separately from own financial instruments of this third party or the Broker's financial instruments and shall give express notice of the related risks.

14.7. The Broker reserves the right and the Client agrees with the Broker's right to keep the Client's funds and Financial Instruments in omnibus accounts opened with third parties, where funds and Financial Instruments may be kept on fungible basis. In such a case the Broker guarantees to the Client the following: - the Broker keeps internal records of all the Clients' funds and Financial Instruments held in omnibus accounts with third parties; - the Broker has in place systems and controls which ensure internal separate accounting of monetary funds and Financial Instruments of the each Client, held in omnibus accounts with third parties; - the Broker conducts on regular basis reconciliations between its internal accounts and those of any third parties with which the Clients' funds and Financial Instruments are held.

14.8. The Broker shall bear no responsibility before the Client for any actions, inactions or omissions of a third party and also for any losses incurred by the Client in a result of actions, inactions or omissions of a third party unless such losses directly arise from the Broker's wilful default or fraud or gross negligence.

14.9. The Broker shall also bear no responsibility or liability for unfavourable consequences for the Client due to the failure, non-performance, insolvency or bankruptcy of any third party (including but not limited to banks, brokers, custodians and other Clients of the Broker).

15. RECORDING OF CONVERSATIONS

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

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

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

16. COMMUNICATIONS

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

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

- Orders placed in writing and duly signed;
- Orders by email (even not signed physically by hand) sent from the Client's email box specified as such in the Client's questionnaire or otherwise officially informed by the Client to the Broker;
- Orders through the electronic trading platform.

The trading order must contain the following essential information:

- The name of the Client and his account ID with the Broker (or personal ID specified in the Client's file);
- The name of the Broker as the addressee of the order (Prior Capital CY Ltd, Limassol, Cyprus);
- Date and Time of the order;
- Type of Transaction;
- Issuer;
- Type of Financial Instrument;
- Code of Financial Instrument (ISIN, CFI or another ID (specify which ID));
- Quantity;
- Price per unit with indication of the price (currency or %);
- Currency of Deal settlement (if differs from the currency of the price);
- Trading Platform/ Market/Venue (if not specified, should be considered "any" at the discretion of the Company and in accordance with the Order Execution Policy);
- Specific counterparty (if any);
- Order valid till (GTC or a specified date/time).

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

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

17. CLIENT ORDERS

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

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

17.3 For the orders placed in writing, the Company will verify the Client's signature with the sample signatures lodged with the Company. The Company shall not be liable for any fraud and/or lack of identification that it has not discovered. Prior to any transfer order, the Company may request an original written confirmation duly signed by the Client. For orders placed by

telephone, the Company will verify the Client's identity and then transmit the order. The Company has the right not to execute the order if the actions of the Client are not clear and do not include all the required data. Any order sent by the Client via the Trading Platform shall only be considered as having been received and shall not constitute a valid instruction and/or a contract between the Company and the Client, until the instruction has been registered as executed by the Company and confirmed to the Client by means of a transaction confirmation. Orders received by the Company in any means other than through the Trading Platform, will be placed by the Company to the Trading Platform and processed in the same way as though it was received through the Trading Platform. Any order sent by the Client via the Trading Platform shall only be considered as having been received and shall not constitute a valid instruction and/or a contract between the Company and the Client, until the instruction has been registered as executed by the Company and confirmed to the Client by means of a transaction confirmation.

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

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

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

- If the Client does not have the required funds deposited in the Company's Client account;
- If the order violates the smooth operation of the Trading Platform;
- If the order aims at manipulating the market of the specific Financial Instrument;
- If the order is a result of the use of inside confidential information (Insider Trading);
- If the order aims to legalize the proceeds from illegal acts or activities (Money Laundering);
- If the Company reasonably suspects that the client performed Abusive Trading;
- If the Financial Instrument for which the order is given is or may be (by the Company's opinion) not appropriate for the Client.

The Client needs to be aware that the Company will refuse to accept, or it may cancel any orders placed and/or executed via the Trading Terminal without any notice if it comes to its attention that the logic behind those orders is to abuse the system in order this way to gain unfairly benefits for the Client and which is beyond the traditional scope of fair trading.

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

17.7 Conversations of the Parties may be audio recorded as evidence in disputes including as evidence of agreement about Basic Provisions of a Transaction made by the Broker to receive, transmit or execute the Instruction.

17.8 Unless otherwise agreed upon by the Parties, the Broker shall exert all reasonable efforts to execute a trading order of the Client as soon as practically possible. If the trading order was not executed by the Broker until the end of the day on which Client's Order has been received, and unless the Parties agreed otherwise, the trading order considered to be cancelled ("Good-till-Day Order"). For the avoidance of doubt, by default, unless specified otherwise, any Client's Order will be deemed Good-till-Day order that, unless executed, deemed to be cancelled at the end of the trading day. It may be agreed that the Client's Order will remain standing until a specific date if not specifically cancelled or executed.

17.9 The Broker at all times shall be entitled to reject acceptance, reception, transmission or execution of any Client's Order in its sole discretion without any explanations, clarifications and/or compensations or any other considerations for such rejection, including without compensation of any direct, general, indirect, special, expected, consequential, liquidated, punitive, nominal or other damages of any kind. This is without prejudice to any other rights of the Broker under the Brokerage Agreement.

17.10 The Client shall be entitled to forward to the Broker the following Client's Orders:

- Financial Instruments Order (BUY/SELL) Form - in the written original or in a scanned copy sent via e-mail, provided that the written original of Order shall be submitted later in a form described in Annex 5 – Appendix I of Brokerage Agreement;
- Financial Instruments Transfer (TRANSFER IN/OUT/DVP) Form - in the written original or in a scanned copy sent via e-mail, provided that the written original of Order shall be submitted later in a form described in Annex 5 – Appendix II of Brokerage Agreement.

18. EXECUTION OF ORDERS

The Orders under this Agreement shall be executed by the Company in accordance with its "Best Execution Policy".

The Orders under the Agreement may be executed on Regulated Markets and/or Multilateral trading facilities and directly with Counterparties ("over-the-counter" deals).

Unless otherwise stated by the Client the Order shall be executed by the Company or transmitted for execution to the Third Parties within the Business Day of its receipt. Orders received via Electronic System shall be executed or transmitted for execution immediately, provided such immediate action is implied by the nature of the Order.

Instructions of the Client received by the Company on the Company's Business Day but after the Company's working hours shall be deemed received by the Company on the first Business Day following the receipt of such Instructions. Instructions of the Client received by the Company on the Company's Business Day but before the Company's working hours shall be deemed received on the same Business Day.

In case the Client submits its Instructions to the Company on the day which is not the Business Day for the Company, the Company has the right to treat such Instruction to be received on the first Business Day following the day of actual receipt of such Instruction. In such case failure by the Company to execute Client's Instruction on the day of its actual receipt shall not constitute violation by the Company of any provision of this Agreement.

The Client hereby acknowledges and accepts that the Company is entitled but not obliged to execute Client's Order in a non-Business Day.

According to the “Best Execution Policy” of the Company, Client’s Orders may be transmitted for execution to other entities duly licensed for such execution.

Unless other priorities are specified by the Client the Orders of the similar nature and with similar Financial Instruments shall be executed or transmitted for execution consecutively in accordance with the time of receipt of such Orders by the Company.

If the Client does not specify the price in the Order the Company shall exert all reasonable efforts to execute Orders at the best available price at the time of execution in the Company’s sole discretion.

Before entering into any Transaction related to the Brokerage Services the Company will assess each Financial Instrument as being suitable and appropriate to the risk profile, related experience and financial situation of the Client. If, basing on the information provided by the Client certain Financial Instrument will be deemed as inappropriate, the Company will promptly inform the Client in a written form of the potential risks related to this Instrument. Such Transaction may be executed only after such notification, unless the Client provided special Instructions.

The Company may execute Orders in full or in part. The Company shall be under no liability to the Client for failure to perform an Order in full or in part due to the market conditions or force majeure circumstances.

The Client shall have a right to cancel or amend its Instruction if at the moment of cancellation or amendment such Instruction is not executed by the Company, then such Instruction may be cancelled or amended in outstanding part only. In order to cancel or amend an Instruction, the Client shall inform the Company thereof by phone and/or in a written form and/or on a durable medium and forward to the Company a new Instruction, in a written or electronic form, that cancels or amends the previous Instruction. The Client shall compensate all costs and expenses that the Company may incur as a result of such cancellation or amendment.

In case the Client wishes to transfer its Assets to any account not specified in the Client Application Form it shall submit to the Company an application specifying the details for transfer of the relevant Assets.

The Company is entitled to (but shall not in any circumstances be obliged to) convert without any Instruction of the Client:

- a) Any realized gain, loss, option premium, commission, interest charge and brokerage fee which arises in a currency other than the Client's base currency (i.e. the currency in which the Client's Account is denominated) to the Client's base currency;
- b) Any monetary funds of the Client deposited on the Client’s Account for the purpose of purchasing Financial Instruments denominated in a currency other than the currency of monetary funds on the Client's Account;
- c) Any monetary funds held by the Company for the Client into such other currency, as the Company considers necessary or desirable to cover the Client's obligations and liabilities in that currency.

In case for the purposes of execution of the Client’s Instruction and in other cases provided in this Agreement or agreed by the Company with the Client, currency conversion is required, the Company conducts conversion at current market rate and/or rate of exchange and/or bank the Company considers appropriate.

If the Client's Account does not show available sufficient monetary funds and/or Financial Instruments, as well as necessary documents, on the date of the Order, the Company shall have the right, at its sole discretion, to either:

- (i) Refuse to act upon the Order (as stated in paragraph 17.6 here above); or
- (ii) Execute the Order partially; or
- (iii) Execute the Order upon receipt of necessary funds and/or Financial Instruments and/or documents from the Client.

In case the Client wishes to withdraw fund from his account, he shall submit to the Company an instruction specifying the details for transfer.

The Company will send an order to the bank for transfer of funds to the Client's account during one (1) business day if Client's funds are kept on the Company's account with the bank in the same currency as a withdrawal order; or within three (3) business days if Client's funds are kept on the Company's account with an upper broker or an exchange trading system. Withdrawal of funds may be delayed according to the corresponding terms and conditions of the third parties (banks, upper brokers of the Company or exchange trading systems with which Funds are held).

The withdrawal request will be executed subject to no pending issues or obligations of the Client's account towards the Company and in case of a positive cash balance in the client's trading account. Otherwise the respected execution period stated above may be extended accordingly.

19. CLIENT REPORT

19.1 The Broker shall promptly provide the Client in durable medium with information in respect of the execution of each Client order. Notice about the execution of an Order shall be forwarded to a Retail Client in durable medium within the shortest possible deadline, but no later than the first Business Day after its execution, and in the event that confirmation of the execution of such order is received by the Broker from a third party within the shortest possible time but no later than the first Business Day upon receipt of confirmation from a third party. The content of a notice about the execution of an order as mentioned above shall be determined in accordance with Applicable Laws. The Broker shall be entitled to provide the Client with information contained in such notice in the form of standard codes, provided that the Client is given explanations on how to interpret these codes.

19.2 The Client and the Broker hereby agree that with regard to any Transactions and other operations, including information mentioned in the paragraph 5.7.1, the Broker is not obliged to provide the Client with information in hard copy. The Client's Reports or any other information shall be provided to the Client on the official site of the Broker in the Clients Area or via e-mail. The Client hereby confirms to get the reports and other information with regards to the trading account on the official site of the Broker or via e-mail and consider these as durable mediums.

20. SUSPECTED MARKET MANIPULATION AND FRAUD

20.1 Illegitimate or Abusive trading techniques: Internet, connectivity delays, and price feed errors sometimes create a situation where the prices displayed on our Trading Platform does not accurately reflect the market rates. The concept of using trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantage of internet delays (commonly known as "arbitrage", "sniping" or "scalping")

hereinafter, collectively, referred to as “manipulation”), cannot exist in an OTC market where the client is buying or selling directly from the principal; accordingly, we reserve the right, at our sole discretion, not to permit the abusive exploitation of manipulation on our Online Trading Facility and/or in connection with our Services; any Transactions or Contracts that rely on price latency manipulation opportunities may be revoked, at our sole discretion and without prior notice being required; furthermore, in those instances, we reserve the right, at our sole discretion and without prior notice being required: a) to make the necessary corrections or adjustments on the Account(s) involved (including, without limitation, adjusting the price spreads available to the client); b) to restrict the Account(s) involved access to streaming, instantly tradable quotes (including, without limitation, providing manual quotations only and submitting any Orders to our prior approval); c) to retrieve from the Account(s) involved any historic trading profits that we can document as having been gained through such abuse of liquidity at any time during the client relationship; d) to terminate the client relationship and/or close all Accounts involved (including, without limitation all other Accounts held by the same Account holder with us) immediately by giving written notice; and/or e) to inform any interested third parties.

The Client understand and accept that has been notified, in advance, about the recording of any telephone conversation or electronic communication.

20.2 Any indication or suspicion, in the Company’s sole discretion, of any form of manipulation (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties, abuse of our ‘no negative balance’ policy, fraud, manipulation, cash-back manipulation or any other forms of deceitful or fraudulent activity, will constitute all Transactions carried and/or profits or losses garnered as invalid. In these circumstances, we reserve the right to close/suspend (either temporarily or permanently) all of the Client’s trading Accounts and cancel/or all Transactions.

21. FEES, COMMISSIONS AND TRANSACTIONAL COSTS

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

21.2 The Company is entitled to debit the Client’s account with any value added tax, or any other tax, contribution or charge which may be payable as a result of any transaction which concerns the Client. These charges include, but are not limited to, the following: settlement and exchange fees, regulatory levies or legal fees. The Company is also entitled for reimbursement of its direct costs relating to the Client and resulting from the agreement between the Client and the Company. Examples of extraordinary expenses are including but not limited to transaction confirmations, account statements in hardcopy in situations where this information is normally provided electronically, translation services (other foreign languages, except English, Russian, German and Greek), provided by third parties for the publication of official documents and other correspondence, courier and postage charges, dispatch of reminders in the case of non- execution by the Client, charges in relation to requests from the authorities, extraordinary bank fees etc. All such costs shall be supported by documented evidence (for example invoices of third parties).

21.3 As far as permitted by the applicable Regulations the Company may share part of commission, mark-up, mark-down or any other remuneration in respect of any Transactions and/or Contracts entered into by the Company and/or any Transactions and/or Contracts

entered carried out on Client's behalf with the third parties including whose activity corresponds with provisions of p.2 (ii., iii., iv., vii.) of Circular 181 issued from CySEC and performed to enhance the quality of our services to the Clients. The Broker disclose this information in line with the obligation to act transparently, honestly and in the best interest of the Clients in general. This remuneration may be of a fixed fee nature and therefore not be set out on the relevant Trade Confirmations as they are not related to volume of transactions. Upon reasonable request and to the extent required by the Law, the Broker will provide information on such remuneration to the Client.

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

21.5 The Client pays Prior Capital CY a fee (referred to as "Brokerage Commission") for the services as stipulated on Annex 4 of the Brokerage Agreement. The Company may change its commissions, costs, spreads and financing fees from time to time without providing prior notice to the Client. Fees are also applicable for the withdrawals and the online card payment. In case the Client requests any confirmation, certificates or requires assistance in providing necessary documentation, the Company has the right to charge the appropriate fees for the services rendered. Fees for deposits and withdrawals and charges for additional services are stipulated in Appendix to this ToB.

21.6 Furthermore, any Self-Trading Client which has one or several trading accounts with no trading activity for a period of three (3) consecutive calendar months will be considered as a Dormant Account. As a result, the specified Dormant accounts will be subject to an administrative fee, unless particular Client has active trading account in his/her name. In such cases administrative fee is not applied for a period of twelve (12) months.

21.7 In cases where not all trading accounts are inactive, Clients will receive a notification via email on the eleventh month of inactivity about the specific trading accounts asking for confirmation to close these trading accounts or to activate them (i.e. to deposit and to start trading). The Client will be asked and should reply with instructions on how to proceed, i.e. to keep these trading accounts active or to close them accordingly. Analytically, an account will be considered as a Dormant Account in the case that all the below mentioned points simultaneously apply:

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

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

A daily fee, which represents an administrative fee will apply on the following scenarios:

- Starting from the fourth month till sixth – a fee of 0.30 USD/EUR/CHF (depending on account currency) shall be charged to the Dormant Account.
- Starting from the seventh month till ninth – a fee of 0.50 USD/EUR/CHF (depending on account currency) shall be charged to the Dormant Account.

- Starting from the tenth month till one-year period – a fee of 0.80 USD/EUR/CHF (depending on account currency) shall be charged to the Dormant Account.
- After twelve months (onward) that the account still remains to be considered a Dormant Account –1.00 USD/EUR/CHF (depending on account currency) shall be charged to the Dormant Account.

The deduction will take place until the balance of the Dormant Account has reached zero (0).

Dormant Accounts with zero (0) balance will be archived after a period of 30 calendar days from the date of the last transaction (including transaction of dormant fee charge).

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

The current Policy applies for all trading accounts opened with Prior Capital CY Ltd.

22. CONFLICTS OF INTEREST

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

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

23. SETTLEMENT

23.1. Unless agreed otherwise between the Client and the Broker, Financial Instruments shall be delivered/transferred to/from the Custody account (Client’s Account) of the Client opened with the Broker within the period of time specified in the relevant Instruction, and in the case of sale of Securities to Client, no earlier than the receipt of money from such Transaction (sale), and in case of purchase of Securities, no earlier that the receipt of Securities from such Transaction (buy). The Client is obliged to provide the available Securities on his Custody Account (Client’s Account) and/or funds on its Client’s Account necessary for performance of every Transaction with Financial Instruments.

23.2. The Client is obliged to procure the funds or Financial Instruments available on his accounts held with the Broker, necessary for the performance of every Transaction. The Broker may at its sole discretion reject any order of the Client in case the Client lacks monetary amounts or assets on its accounts. For the avoidance of doubt, this clause is without prejudice to other rights of the Broker to reject any Client’s Order.

23.3 The payment obligations are deemed to be performed on the date which the Bank has deposited monetary funds to the Broker’s bank account according to the Broker’s direction.

23.4 The performance of the Client’s obligations is ensured by means of lien on all the Assets of the Client which is held by the Broker or on the Client’s Custody account. The Broker has the right to lien on funds or any Financial Instruments which the Broker has or on the Client’s Account and terminate any Client’s obligation by set-off at any time including any

compensation for the Brokerage services and Transaction Costs according to the Brokerage Agreement.

24. COMPANY'S REPORTING OBLIGATIONS TO THE CLIENT

We will report to you the results of your orders and instructions together with all relevant details, including details of all costs. Our reporting will take place no later than the end of the Business Day following the date on which your transactions were effected or if the relevant confirmation is received by us from a third party, no later than the first Business Day following our receipt of such confirmation by a third party. We will not send a notice when a confirmation is promptly dispatched to you by third parties executing the order and contains all relevant information.

Unless your transaction was affected through a trading system that facilitates anonymous trading, details of whether your counterparty to the transaction was another client of ours, our Firm would also be provided.

We also supply each Client with a periodic statement of the portfolio management activities carried out on behalf of the Client with all relevant details, including the contents and valuation of Client's investments, total amount of fees and charges and how the investments have performed during the reporting period. For any portfolio management transactions that include any uncovered open position in a contingent liability transaction, we shall report any losses exceeding a predetermined threshold, as agreed no later than at the end of the Business day on which the threshold is exceeded.

Where we offer custody services to you, we shall provide you with a statement of your investments and funds under our custody at least on an annual basis. This statement will include details of all your assets and funds and the extent to which any of these are subject to securities financing transactions. We will report via e-mail or fax or any other means specified using the details provided by you.

25. SET-OFF, SALE AND CLOSE-OUT

25.1 If the Client fails to pay any sums whatsoever due under the Brokerage Agreement, the Broker may close out any positions which the Client may have without prior reference to the Client and apply any proceeds thereof to payment of any amounts due to the Broker and for these purposes the Broker may exercise all the rights of a secured creditor without prior notice to the Client and free of any interest the Client may have in the margin or the collateral, including by registering, selling, realising or otherwise dealing with any Financial instruments upon such terms as it may in its absolute discretion think fit (without being responsible for any loss or diminution in price) and for the purposes of carrying out the activities set out above, the Client appoint the Broker as its agent to execute any transfer on Client's behalf.

25.2 The Broker reserves the right to retain, or make deductions from, any amounts which the Broker owes to, or is holding for, the Client if any amounts are due from the Client to the Broker. The Client authorises the Broker, at Broker's discretion, at any time and without notice or liability to the Client, to sell, apply, set-off and/or charge in any manner any or all of Client's property and/or the proceeds of any of the same of which the Broker or to any of its agents has custody or control, in order to discharge all or any of Client's obligations to the Broker.

25.3 The Broker may (without prejudice to any other rights which the Broker may have under the Brokerage Agreement or Applicable Law or otherwise) take certain actions stated herein: - If the Client fails to make any payment and any other act required by, or commit any other

material breach of the Brokerage Agreement or of Applicable Law (including but not limited to Laws of the Republic of Cyprus);

- If the Client fails to remit funds necessary to enable the Broker to take delivery under any contract on the first due date;
- If the Client fails to provide assets for delivery, or take delivery of assets, under any contract on the first due date;
- If an application is made in Client's respect for an interim order pursuant to any applicable insolvency act or a receiver, trustee, administrative receiver or similar officer is appointed;
- If the Client becomes, or appears to be, unable to pay Client's debts as they fall due or to fulfil any obligation for the repayment of borrowed monies or convenes a meeting of Client's creditors or proposes or makes any composition or arrangement with or any assignment for the benefit of any of Client's creditors or an order or petition is presented for Client's winding up or liquidation or proceedings are commenced in respect of Client's insolvency, bankruptcy or similar matters (including the appointment of a receiver or administrator) other than for the purposes of amalgamation or reconstruction with the prior written approval of the Broker;
- If any distress, execution or other process is levied against any of Client's property and is not removed, discharged or paid within seven (7) days;
- If any security created by any mortgage or charge becomes enforceable against the Client and the mortgagee or charge takes steps to enforce the security or charge;
- If any of Client's indebtedness or of any of Client's subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of Client's default (or of any of Client's subsidiaries) or the Client (or any of Client's subsidiaries) fails to discharge any indebtedness on its due date;
- If any of the representations or warranties given by the Client are, or become, untrue;
- if the Broker or the Client are requested to close out a contract (or any part of a contract) by any regulatory agency or authority; or
- if the Broker reasonably considers it necessary for its own protection or the protection of its Affiliates including, but not limited to the situation where the Client is suffering a material adverse change in Client's financial condition.

25.4 Upon the occurrence of any of the events described in sub-clause 8.3, the Broker shall have the right, and is authorised at its discretion:

- to sell or charge in any way any or all of Client's assets and property which may from time to time be in the possession or control of the Broker or any of its agents or call on any guarantee;
- to buy any investment where this is or is in the reasonable opinion of the Broker likely to be, necessary in order for the Broker to fulfil its obligations under any contract. The Client shall reimburse the Broker for the full amount of the purchase price plus any associated costs and expenses;
- to deliver any funds or Financial Instruments to any third party, or otherwise take any action the Broker considers to be desirable in order to close out any contract;
- to require the Client to immediately close out and settle a contract in such manner as the Broker may in its absolute discretion request;

- to enter into any foreign exchange transaction, at such rates and times as the Broker may determine, in order to meet obligations incurred under a contract;
- to invoice back all or part of any assets standing to the debit or credit of any account (this involves commuting the Broker's or the Client's obligation to deliver an asset into an obligation to pay an amount equal to the market value of the asset (determined by the Broker in its absolute discretion) on the date invoicing back takes place); and/or
- to treat any outstanding contracts as cancelled and terminated;
- to enforce indemnities provided by the Client against Client's funds or Client's assets.

25.5 If the Broker elects to close-out any open contract pursuant to this Section 20, then without prejudice to amounts which have become due and payable hereunder, all other pending or otherwise open obligations shall be accelerated and become immediately due and payable, and each such contract or other obligation shall be discharged by the calculation of the market value of such contract or other obligation as estimated or reasonably determined by the Broker in good faith.

25.6 The market values for all accelerated contracts or other obligations and any amounts due and payable but unpaid in respect of such contract or other obligation shall be aggregated and netted against each other, so that a single liquidated amount is immediately due and payable by one party to the other, subject to Broker's rights to apply any cash margin or other collateral (including the liquidated value of non-cash collateral) held by the Broker by way of set-off. Interest will be payable on all outstanding sums due to the Broker.

25.7 The Client authorises the Broker to take any or all of the steps described in this Section 20 and acknowledge that the Broker shall not be responsible for any consequences of it taking any such steps. The rights described in this Section 8 are in addition to any other rights which the Broker may have under the Brokerage Agreement or Applicable Laws. The Client shall execute such documents and take such other action as the Broker may request in order to protect the rights of the Broker under the Brokerage Agreement or under any agreement the Client may have with the Broker.

25.8 If the Broker exercises its rights to sell any of Client's assets under this Section 20, it will affect such sale, without liability to the Client, on Client's behalf and apply the proceeds of sale in or towards discharge of any or all of Client's obligations to the Broker.

25.9 Without prejudice to Broker's other rights, the Broker may, at any time, combine or consolidate all or any of Client's accounts with the Broker and off-set any and all amounts owed to, or by, the Broker or in such manner as the Broker may determine.

26. RISKS ASSUMED BY THE CLIENT

26.1. The Client shall bear any, and all risks associated with the ownership of the Financial Instruments including registration risks, price volatility risks, market liquidity, issuer's insolvency and any acts or omissions of the issuer and/or registrars and/or any other third party.

26.2. The Client confirms that before entering into the Brokerage Agreement has carefully studied the description of the primary risks related to investments in financial instruments on both international financial regulated markets and Over-the-Counter market, including the description of the nature of financial instruments and risks related to specific financial instruments which is also disclosed on the Risk Disclosure Policy for Traditional Financial Instruments of the Broker, and also confirms that information is understandable to the Client and that the Client is able on the basis of the information provided to independently assess the

risks and rewards related to the purchase and sale of specific Financial Instruments. By acceptance of these ToB, the Client gives consent to accept and acknowledge all the risks, whether aforementioned or not. The latest version of Risk Disclosure Policy for Traditional Financial Instruments is available to you at the following [link](#).

26.3. By acceptance of these ToB and signing of the Brokerage Agreement, the Client confirms that the Client has carefully reviewed and understood the Declaration of Risks associated with margin and unsecured Transactions on financial markets) and gives its consent to accept the risks.

26.4. The Client, in relation to any Financial Instruments the Client owns and/or holds, shall be solely responsible for filing of any tax returns or other like documents to any relevant competent authorities as well as for payment of all related taxes, levies or otherwise.

26.5. The Client also shall be solely responsible for any notifications, acts or other actions it may be obliged to make or to abstain from making under the relevant corporate and securities Laws applicable to the particular Financial Instrument(s), as the owner and/or holder (including but not limited to filing of corporate notifications and/or obtaining of permissions, approvals on acquisition/disposition of Financial Instruments, reaching of particular thresholds of ownership in particular Financial Instruments, obligatory purchases and/or sales of Financial Instruments, notifications of ownership or holding etc.).

27. CLIENTS' CATEGORISATION

In accordance with the Investment Firms Law 87(I)/2017 of the Republic of Cyprus, the Broker is obliged to categorise Clients as follows: Retail Clients, Professional Clients and Eligible Counterparties. By signing Brokerage Agreement, the Client acknowledges and agrees that he/she is automatically categorized as a Retail Client, unless informed otherwise and consented to such other categorisation. Taking into account the Client's professional experience and knowledge the Broker may, at the Client's request and/or at the Broker sole discretion, change the Client's categorization from retail client to professional client. In case the Broker assigns the Client to another category, the Broker shall notify the Client in a durable medium of any limitations to the level of client protection related to such change to another category. Please consider our Client Categorisation Policy which is available on Company's [website](#).

28. POLICY FOR MANAGING CONFLICT OF INTERESTS

When the Broker provides services according to the ToB, circumstances can occur which can cause a conflict of interests which poses a significant risk of damage to interests of one or several Clients. A conflict of interests arises when the Broker in the process of providing investment services under the ToB performs activities at the expense and in the interests of the Client which is at variance or could be at variance with the interests of another Client if their activities are not organized and not controlled by an authorized body. Further details regarding policy of the Broker for managing conflict of interest is specified in Conflicts of Interest Policy, which is available on Company's [website](#).

The Conflicts of Interest Policy aims to ensure that the Company's Clients are treated fairly and at the highest level of integrity and that their interests are protected at all times.

29. INVESTMENT COMPENSATION FUND

Every Cyprus Investment Firm (CIF) is obliged under Section 15 of the Investment Services and Activities and Regulated Markets Law 87(I)/2017, to be a member of the Investment Compensation Fund (ICF). In accordance to the Directive DI87-07, the maximum limit of

coverage is reduced to €18.000 instead of €20.000. It is noted that the maximum amount of coverage will be, either the 90% of the cumulative covered claims of the covered investor or the amount of €20.000, whichever is lower. For more information regarding the ICF please refer to the “Investor Compensation Fund Policy”, which is available on the Company’s [website](#). Further details can be provided on request.

30. REPRESENTATIONS AND WARRANTIES

30.1 The Client hereby represents and warrants to the Broker that:

30.1.1 The person who enters into the Brokerage Agreement on behalf of the Client, if any, is duly authorized to do so.

30.1.2 That it is capable and has sufficient authorities to enter into the Brokerage Agreement and has necessary knowledge and experience for adopting investment decisions and foresee and assess their consequences and any associated risks.

30.1.3 In the event that the Client is a legal entity, it is duly incorporated, established or founded and also that it has all necessary powers and no limitations for entering into the Brokerage Agreement.

30.1.4 The Client shall act within the limits of the current legislation of the country of its incorporation (if the Client is a legal entity) or residence (if the Client is an individual), and as it enters into the Brokerage Agreement, it shall be entitled to conclude it on terms specified herein and will strictly comply with it when using the Broker’s services.

30.1.5 In the event that the Client participates in the Brokerage Agreement as a principal, or if the Client acts as an agent in respect of any Transactions or assets, the Broker shall consider the Client as a principal in relation to such Transactions or assets and the Client shall hereby be held liable for the execution of the Brokerage Agreement like the Client personally entered into the Brokerage Agreement as a principal.

30.1.6 Execution and fulfilment of the Brokerage Agreement by the Client do not contravene or violate or constitute a default of obligations or exceeds them, does not involve default in payment and are not a reason which adds to default in payment and do not contradict to everything listed below and namely: any law by which the Client or any of its assets are bound or governed; rights of any third parties in respect of the Client or the Securities; any agreement to which the Client or any of its Affiliates or assets are a party or a subject.

30.2 The Broker hereby represents and warrants to the Client that:

30.2.1 The Broker is a legal entity duly formed and existing pursuant to the laws of its jurisdiction of registration and incorporation;

30.2.2 The Broker has the power and authority to enter into the Brokerage Agreement and the person who signs the Brokerage Agreement on behalf of the Broker is duly authorised to do so;

30.2.3 The Agreement has been duly authorized and executed by the Broker and constitutes a valid and legally binding obligation of the Broker, enforceable in accordance with its terms;

30.2.4. The Broker shall provide its Services under the Agreement in accordance with the Client’s Instructions and Applicable Laws;

30.2.5. The Clients cash funds, transferred by him to the Broker for investment in securities and cash funds, received from Transactions, performed by the Broker under the Brokerage

Agreement, are placed on the special brokerage account. The Client's funds, which are held on the special brokerage account (accounts), cannot be seized under the Broker's liabilities.

31. LIABILITY, LIMITATION OF LIABILITY, INDEMNITIES

31.1 The Broker and its agents shall be liable only for any loss suffered by the Client in connection with their performance hereunder, if such loss is a result of the wilful misconduct, bad faith, or gross negligence on the part of the Broker or its agents respectively.

31.2 The Broker and its agents shall, with respect to the Brokerage Agreement and any other agreement concluded between the Broker and the Client, be entitled to rely upon, and to act or take no action on the advice or opinion of, any lawyer, appraise accountant, banker, registrar, securities company or other expert, whether it contains some error or is not authentic, and shall not be liable for any loss or liability occasioned by such reliance.

31.3 The Broker shall not be liable for any default of any counterparty, bank, custodian, sub-custodian, broker, sub-broker or other entity which holds clients' assets (Clients' funds and/or Financial Instruments), given the Broker complied with all Applicable Laws and exercised due diligence in choosing such third parties. By accepting inter alia this Section 4 and Sections 5 of these ToB, the Client also understands and acknowledges that the Client's assets (including Client Funds) may be deposited or otherwise kept with such third parties as Prior Capital CY from time to time deems necessary for provision of financial and ancillary services in accordance with these ToB.

31.4 Neither the Broker nor any of its officers shall be liable for any loss arising from any act or omission of any agent or third party except to the extent that such loss is caused by wilful misconduct, fraud or gross negligence in the selection of such agents or third parties on the part of the Broker or its officers.

31.5 The Broker shall not be liable for the safety of and/or for partial or total loss of the Client's funds and/or Financial Instruments and other associated losses that might result from actions (failure to act) of any third parties, including in case of bankruptcy (inability to fulfil obligations) of banks and/or other third parties including bankruptcy of relevant custody (depository), provided that the use of such third party's services was necessary as from time to time reasonably determined by the Broker for execution of the Client's Orders or for fulfilment of clearing and/or settlement of the Client's Transactions and the Broker complied with all Applicable Laws and exercised due diligence in choosing such third parties. The list of such counterparties may be provided to the Client on Client's written request.

31.6 Whilst the Broker endeavours to comply with its obligations in a timely manner, the Broker will incur no liability whatsoever for any partial performance or non-performance of its obligations by reason of any cause beyond the Broker's reasonable control, including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any Applicable Laws or governmental or regulatory requirements and, the Broker shall not be held liable for any loss the Client may incur as a result thereof.

31.7 The Broker shall not be liable for outcome of investment decisions made by the Client. The Client acknowledges that investment activities carry risk of failure to recover profits and/or risk of partial or total loss of its investments.

31.8 The Broker shall not be liable for any damage (including all without limitation cases of incurred or anticipated expenses, loss of profits, cessation of business activities, loss of business-related information or any other pecuniary losses) caused by the use or failure to use

the electronic systems and/or any omissions in or inconsistency of the market data supplied to the Client.

31.9 In no event shall, the Broker or any of its officers be liable for any indirect, consequential or special loss, howsoever arising.

31.10 The Broker shall not be liable for the damage the Client sustains in consequence of unlawful acts of third parties with secret keys (passwords) of the Client or other confidential information relating to the Client. The Client understands that sending information by e-mail might not be secure and put such information at risk, and the Client assumes any risks and liability for the consequences of choosing such means of communication under these ToB.

31.11 The Client shall be liable to the Broker for incurred losses caused by failure to provide (or provide in time) any documents (including, without any limitation, original copies of the documents that were sent previously via e-mail) that should have been provided pursuant to the Brokerage Agreement as well as for losses caused by provision of inadequate information contained in the submitted documents.

31.12 The Client shall indemnify the Broker, its employees and agents on a full indemnity basis from and against all claims, liabilities, losses, damages and expenses of any nature (present, future, contingent or otherwise and including reasonable legal fees, enforcement costs, expenses incurred with any dealer, exchange or clearing house which arise as a result of or in connection with:

- The Client's breach of the Brokerage Agreement;
 - Any error in any instruction given by the Client; or
 - The Broker entering into any Transaction under these ToB or otherwise taking any action or omitting to take any action in good faith pursuant to the Client's Instructions under these ToB.
- This indemnity shall survive termination of the Brokerage Agreement.

31.13. The Client undertakes to keep the Broker, its agents and officers fully and effectually indemnified against all costs, charges, claims, fines, penalties, liabilities, fees, expenses (including but not limited to reasonable lawyers' and other consultants fees inter alia connected or related to court proceedings arising out of or related to the Brokerage Agreement), direct, indirect, special, liquidated, punitive or consequential losses or damages whatsoever incurred by the Broker and them pursuant to or in connection with the provision of the services unless the same arise directly from the Broker's gross negligence, wilful misconduct or fraud. This indemnity shall survive termination of the Brokerage Agreement.

31.14 The Broker shall not be liable for non-performance or improper performance of any obligations under the ToB, if proper performance became impossible as a result of any unforeseeable circumstances by the Parties hereto and beyond the reasonable control of the Parties including, any strike, lockout or other form of industrial action, accident, fire, explosion, war, revolution, civil commotion, riot, sabotage, act of God or government intervention or action, malfunction or break-down of any telecommunications or computer system or equipment, or the acts or omissions of any issuer of securities, any registration authority or any governmental department or agency.

31.15 Except as otherwise indicated, the information on the Broker's website (such as, without limitation, research reports, investment examples and results of selection or other tools) or in any other form provided by the Broker (e.g. as a hard copy or electronically) does not constitute a solicitation, an offer, investment advice or a recommendation on the part of the Broker. The

Broker gives no guarantee that such information is correct, accurate and complete. The Broker shall not be liable for any losses, lost profits, moral prejudice, liability, tax, costs (including lawyer's and other professional's fees) and any other negative consequence of any nature whatsoever incurred as a result of any information issued exclusively through distribution channels or to the public by the Broker.

31.16 Notwithstanding stipulated in this Section 14 of the ToB, the Client cannot be afforded less protection than directly provided by Applicable Laws for specified category of the Client, and consequently the Broker cannot limit its liability beyond the level of liability of the Broker directly prescribed by Applicable Laws.

32. ANTI-MONEY LAUNDERING

According to the Prevention and Suppression of Money Laundering Activities Law, the Broker shall be entitled to request the Client to provide immediately any additional information concerning the circumstances and the context of a particular transaction. The Broker shall have the right not to carry out orders or instructions received from the Client as long as the Client has not supplied the information requested by the Broker. The Broker has the right to terminate the Agreement with the Client immediately and to prohibit the Client from withdrawing any assets if the explanations provided are inadequate.

33. COMPLAINTS

33.1 The Client shall be required to check the content of each document, including those sent electronically by the Broker or made available to the Client on the trading platform. Such documents should be regarded as authoritative. The Client inform the Broker immediately if an incorrect transaction appears on his or her account. Any complaints in relation to the execution or the non-execution of an order will only be examined if raised in writing as soon as the underlying facts occurred, and in any case no later than the time that the relevant market opens on the day after the order was executed.

33.2 Any claim relating to the performance or non-execution of an order will be considered only on the express condition that it be made in writing upon the occurrence of the events in question and at the latest before the opening of relevant market on the day after the execution, that is, within a 24- hour period from the time of occurrence. It should be noted that the use of an expert advisor or any other program that is used to perform technological and/or algorithmic trading, also alleviates a Client of any right to claim. Once this period has expired, the Client shall no longer have any rights, of any type whatsoever, against the Company.

If the Client has any cause for complaint in relation to any aspect of the services provided by the Company, the complaint should be addressed to the Company, via email at complaints@priorcapital.eu. The Client acknowledges and accepts that s/he has read and accepted the Complaints Handling Policy, which was provided to him or her during the registration process. The latest version of Complaints Handling Policy is available to you at the following [link](#).

34. TERMINATION OF THE TOB

34.1. The present TOB shall enter into force on the day of its signing by both Parties and unless earlier terminated or extended in accordance with the ToB, shall continue for a term of one year ("the Period").

34.2. The Period of the ToB and Brokerage Agreement shall be automatically extended for another year if neither of the Parties has informed the other Party of its termination.

34.3. The ToB and Brokerage Agreement may be terminated by either Party at any time upon 30 (Thirty) Business Days in advance written notice. Parties hereto may unanimously agree to terminate the ToB and Brokerage Agreement on an earlier date, upon written request of the Client. In such event, Broker shall be entitled to commissions, fees and any other payments due to be paid to the Broker by the Client up to the date of settlement of any outstanding Transactions. In such case the Client shall retain sufficient funds and Financial Instruments for settlement of any outstanding Transactions. On termination of the ToB and Brokerage Agreement, the Client shall execute an appropriate Securities Purchase and Sale Transactions and any other documents necessary to performance of outstanding obligations between the Parties.

34.4. Amendments and/or additions to these ToB and respectively the Brokerage Agreement, including any Annexes and/or Appendices hereto, can be made unilaterally by the Broker. Under the general rule, unless otherwise provided by Applicable Laws, all amendments, modifications and additions hereto shall take effect and become binding on the day is duly signed by both Parties and will be treated as the integral part of this Agreement. The Client shall be deemed notified of the amendments and (or) additions made hereto by posting updated version on the Broker's official website. All amendments and/or additions shall be made in writing. In case of amendments and /or additions made in the form of Addendum or Amendment between the Parties, such Addendum or Amendment shall be signed by authorized representative(s) of the Parties and shall constitute an integral part of the present Terms of Business and Brokerage Agreement.

34.5. If any provision of this Agreement becomes illegal, invalid or unenforceable, the remaining provisions shall continue in full force and effect.

35. GOVERNING LAW AND DISPUTE RESOLUTION

35.1. The Brokerage Agreement shall be governed, construed and interpreted by, through and under the Laws of the Republic of Cyprus without having regard to conflict of Laws provisions thereof, which may lead to application of other Laws to the Brokerage Agreement.

35.2. Any dispute arising out of or in connection with the Brokerage Agreement shall first be the subject of amicable negotiations between the Parties. If after 30 (thirty) Business days the Parties have not resolved a dispute by way of negotiations, the Parties hereby agree that any dispute, controversy or claim arising out of or relating to the Brokerage Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules under the Laws of Cyprus.

35.3 Such arbitration shall take place in Cyprus and shall be conducted by a single arbitrator appointed by agreement between the Parties or, failing agreement, by the relevant Cyprus Chambers of Arbitration. The language in which such arbitration shall be conducted shall be English. The decision of the court shall be considered final and binding for both the Parties and may be entered in any Court having jurisdiction and application may be made to such court for an order of enforcement as the case may require.

36. GENERAL DATA PROTECTION REGULATION - CONFIDENTIALITY

36.1 The Company will handle all the Client's Personal Data in accordance with the new European Union (EU) Data Protection Law, the GDPR (EU) 2016/679, comes into effect on 25th of May 2018 on the protection of individuals and the Regulation of Electronic Communications with the relevant Laws and Regulations for the protection of Personal Data. The Company shall have the right, without the need to inform the Client beforehand, to disclose

any details of the Client's transactions or any other information (including but not limited to the Client's ID information), that may be necessary for the purposes of complying with any requirements of any person entitled to require such a disclosure by law (including but not limited to upper brokers, custodians, banks, trading repositories, issuers of Financial Instruments) or with any Company obligation, to proceed with the said disclosure to any person. The Privacy Policy, available on the [website](#) of the Company, aims to ensure that the Company's Clients are treated fairly and at the highest level of integrity and that their interests are protected at all times.

37. MISCELANEOUS PROVISIONS

37.1. Each Party hereto shall maintain confidential, consider as proprietary and take all reasonable measures to prevent disclosure of all information and records (with the exception of publicly available information and records) concerning the Parties, Parties' Affiliates, and will not use or disclose such information and records other than for performance of such Party's obligations hereunder, or as such Party may consider necessary or appropriate pursuant to reporting requirements or other disclosure obligations under Applicable Law.

37.2. No Party may without the prior written consent of the other Party transfer any of its rights or obligations hereunder to any Person. Notwithstanding the foregoing, the Broker may without the consent and at no additional cost to the Client, engage other brokers or agents for the reception, transmission, execution of Client's orders and safekeeping of Client's funds.

37.3. Nothing in the Brokerage Agreement is intended nor shall be deemed to create a partnership or other joint activity under the Applicable Law.

37.4. Neither a failure nor a delay of any Party hereto at any time or from time to time to exercise any right under or enforce any provision of the Brokerage Agreement shall be construed to imply a waiver of such provision or of the right of that Party to exercise or enforce it subsequently. No single or partial exercise of any right under the Brokerage Agreement shall preclude the further or full exercise of such right. The rights and remedies of the Broker under these ToB are cumulative and do not (save as expressly provided in these ToB) exclude any rights or remedies provided by Applicable Laws or equity.

38. DECLARATION

The Client declares that s/he has read, understood and accepted these ToB in their entirety.

The Client declares that s/he has read, understood and accepted the document entitled **Risk Disclosure Policy for Traditional Financial Instruments** and s/he has understood the warnings contained in this document. The latest version of Risk Disclosure Policy for Traditional Financial Instruments is available to you at the following [link](#).

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

- a. solely responsible to check for and update him/herself about any future updates of/changes to the ToB and their content which are accessible to Clients and/or the general public online;
- b. in agreement and bound to any future updated/changed ToB and their content from the time these are posted on the Company's website;
- c. solely responsible to check and inform him/herself about any content available to the Client on the Company's website, in the corresponding Account(s) environment/login-area, and/or systems, being additional information, policies, rules, and requirements applicable to the Client from time to time;

- d. in agreement and bound to any content available to the Client on the Company's website, in the corresponding account environment/login-area, and/or Trading System, being additional information, policies, rules, and requirements applicable to the Client from time to time, from the time these are posted on the Company's website;
- e. if the Client continues to use the Client's area which corresponds to his/her Account at the Company's website and/or systems for one calendar month after any aforesaid update (a) or (c) has occurred than it will automatically mean that the Client agreed to be bound as per (b) and (d) above.

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

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

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

FAQ

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

Appendix

Terms and fees for deposits and withdrawals

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

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

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

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

Credit/Debit Card

1. Deposit:

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

2. Withdrawal:

- Service Fee: 1.3% + EUR 3.50 (or equivalent)
- Maximum payout per transaction: EUR 2'000 (or equivalent)

Skrill

1. Deposit:

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

2. Withdrawal:

- Payout Fee: 1%

Prior Capital Visa Card

1. Withdrawal:

- Fee: EUR 2 / USD 2.50
**Note: Maximum amount per day EUR/USD 2'500*

Bank

1. Deposit

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

2. Withdrawal:

Swissquote Bank

- Payment in EUR/CHF within the EEA: 2 EUR/CHF
- Payment in EUR outside the EEA OR Payment in other currency: 10 EUR/USD/GBP

Deutsche Handelsbank

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

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

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

Fees and charges for additional services

Assisting with the LEI CODE obtaining	50.00 EUR+ actual costs
Tax letter (simplified form)	10.00 EUR
Tax letter (extended form)	25.00 EUR
Other confirmation, certificates or letters	25.00 - 50.00 EUR (Depending on the complexity)