RIVER PRIME
TRADE RIGHT

Client Agreement

River prime Ltd- Suite 305, Griffith Corporate Centre, Beach Mont, P.O. Box 1510, Kingstown, Saint Vincent and the Grenadines, is incorporated in Saint Vincent and the Grenadines and regulated by the Financial Services Authority of Saint Vincent and the Grenadines under Number: 23007 IBC 2015.

RIVER PRIME
TRADE RIGHT

Contents

1. INTRODUCTION 4
2. OUR OBLIGATION TO KNOW OUR CLIENT 4
3. REGISTRATION INFORMATION 5
4. OUR SERVICES 5
5. PROVIDING A QUOTE 5
6. RISK WARNING 7
7. DEALING PROCEDURES 7
8. OPENING A TRANSACTION 8
9. MULTIPLE TRANSACTIONS 9
10. CLOSING A TRANSACTION 9
11. AGGREGATION OF ORDERS 11
12. HEDGING DISRUPTION 11
13. MARKET SUSPENSION AND DELISTING 11
14. PAYMENTS 12
15. SETTLEMENT 12
16. SET-OFF 12
17. CONFIRMATIONS 13
18. MANIFEST ERROR 13
19. MARGIN PAYMENTS 13
20. MARKET CONDUCT 14
21. IMPROPER TRADING 14
22. EXPERT ADVISORS 15
23. SYSTEM MAINTENANCE 15
24. EVENTS OF DEFAULT 15
25. OUR FEES AND CHARGES 16
26. INACTIVITY FEE 17
27. OUR AUTHORITY AND OUR DUTIES 17
28. EXCLUSION OF LIABILITY/INDEMNITIES 17
29. YOUR AUTHORITY AND YOUR OBLIGATIONS 18

30. AUTHORISED THIRD PARTY 18
31. CLIENT MONEY 19
32. OVERNIGHT FINANCING AND ROLLOVER 19
33. CREDIT 19
34. CONFLICTS OF INTEREST 20
35. COMPLAINTS 20
36. AMENDMENTS 20
37. TERMINATION 20
38. PAYMENTS ON TERMINATION 21
39. CALCULATION AGENT 22
40. YOUR INFORMATION 22
41. MONITORING AND RECORDING 22
42. COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) 22
43. INTELLECTUAL PROPERTY 23
44. THIRD PARTIES' RIGHTS 23
45. WEBSITE 23
46. SEVERABILITY 24
47. FORCE MAJEURE 24
48. GOVERNING LAW AND JURISDICTION 24
49. SCHEDULE 1: DEFINITIONS 24

TERMS OF BUSINESS FOR A RETAIL CLIENT. THIS IS AN IMPORTANT DOCUMENT. IT FORMS PART OF A LEGAL CONTRACT AND YOU MUST READ AND ENSURE THAT YOU UNDERSTAND ITS CONTENTS. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE IF THERE IS ANYTHING IN THESE TERMS THAT YOU DO NOT UNDERSTAND.

1. INTRODUCTION

1.1 This Client Agreement provides for the terms and conditions (Terms) that will govern the services that River prime Ltd ("we, our or us") which is a registered trading name will provide to you. River prime Ltd is a registered Limited Company located in Suite 305, Griffith Corporate Centre, Beach Mont, P.O. Box 1510, Kingstown, Saint Vincent and the Grenadines, is incorporated in Saint Vincent and the Grenadines and regulated by the Financial Services Authority of Saint Vincent and the Grenadines under Number: 23007 IBC 2015.

1.2 Our Group Companies may act as agents for us and we may act as agent for one or more of our Group Companies. This will be disclosed at or before the time of executing a transaction. It will also be recorded on the confirmation. These Terms shall apply unless our Group Company expressly requires otherwise.

1.3 We will deal with you as principal unless we inform you that we are dealing with you as agent generally or with respect to any transaction or class of transactions. You will enter into transactions as principal unless otherwise agreed in writing by us.

1.4 You acknowledge and agree that, by opening an Account via our Online Facility, your electronic acceptance of these Terms and your use or continued use of our services, you agree to be bound by these Terms (and any variation of these Terms as notified to you from time to time). A current and definitive copy of this Agreement (as amended from time time) will be available to you on the Website at all times.

1.5 You agree under these Terms to notify us immediately of any changes to any information you have provided to us in connection with these Terms.

1.6 In this Agreement we have used defined words and terms in order to make it easier to read. After a definition or an explanatory word or phrase, we have included the relevant defined word or term in bold between brackets. Unless the context requires otherwise, all other uses of a defined word or term will have the same meaning.

1.7 The Terms may be updated from time to time and we shall notify you of any updates as soon as reasonably practicable.

2. OUR OBLIGATION TO KNOW OUR CLIENT

2.1 We are required to identity each of our clients, the nature of each client's business and other details relating to Transactions (referred to as 'Customer Due Diligence' or 'Know Your Customer' (CDD).

2.2 You agree to provide us with all the information we require as part of our CDD procedures. You authorize us or any agent to investigate your identity, credit standing and/or any current and past investment activity, and in connection with such investigations, to contact such banks, brokers and others as we shall deem appropriate.

2.3 You agree that we may withhold any monies due to you until we have received all requested CDD documentation.

2.4 We do reserve the right to amend and make correct any clients' details at our own discretion on the company's trading platform when details contained on the application form are incorrect or missing when compared to the clients' KYC documentation.

3. REGISTRATION INFORMATION

River Prime Ltd is located in Suite 305, Griffith Corporate Centre, Beach Mont, and P.O. Box 1510, Kingstown, Saint Vincent and the Grenadines, is incorporated in Saint Vincent and the Grenadines and regulated by the Financial Services Authority of Saint Vincent and the Grenadines under Number: 23007 IBC 2015.

4. OUR SERVICES

4.1 Subject to these Terms and the acceptance of your application to open an account with us, we will maintain one or more accounts in your name and will provide you with execution-only dealing services in relation to contracts in Foreign Exchange (FX) and Contracts for Difference (CFDs) where the underlying investments or products include foreign exchange contracts, metals, equity indices and commodities. Our offering will also include any other financial products we may offer through the Online Facility from time to time (the Services).

4.2 Orders for execution of a Transaction, unless otherwise agreed by us, are to be given to us electronically through our Online Facility to buy at the quoted offer price (long position) or sell at the quoted bid price (short position) for the relevant Reference Asset.

4.3 You acknowledge and agree that unless otherwise agreed in a formal written instrument you will not be entitled to delivery of, or be required to deliver, any Reference Asset nor will you acquire any interest in any Reference Asset.

4.4 You acknowledge and agree that we have the right to close any Transaction in our sole and absolute discretion without notice.

4.5 We will not provide you with (and will not be under any duty to provide) advice on the merits of a particular transaction or provide you with personal recommendations in relation to any transaction. This means that you should make your own assessment of any transaction that you are considering or of the composition of your account(s) and should not rely on any opinion, research or analysis expressed or published by us or our Group Companies as being a recommendation or advice in relation to that transaction.

4.6 Any legal, accounting, tax or other adviser retained by us shall be the legal, accounting, tax or other adviser to us alone. You have the sole responsibility for selecting, retaining and remunerating any legal, accounting, tax or other adviser that may advise you. We or any of our Group Companies or any legal, accounting, tax or other adviser retained by us will in no circumstances be deemed to be a provider of legal, accounting, tax or other advice to you, any Group Company of yours or any other person.

4.7 Provision of the Services will not, unless specifically agreed between us in writing, give rise to any fiduciary or equitable duties on our part or that of our Group Companies. You agree that nothing contained in these Terms shall create any fiduciary, trustee, agency, joint venture or partnership relationship between us or any Group Company of ours, on the one hand, and you or any Group Company of yours on the other.

5. PROVIDING A QUOTE

5.1 Upon your request we may (at our absolute discretion) provide you with a relevant nonbinding quotation and details of charges for each Transaction. Such quote will be either the bid/offer prices in the Underlying Market or our own bid/offer prices and details of which basis will apply may be found in the Contract Specifications or may be obtained from our dealers on request. We will charge you for opening and closing a Transaction in accordance with the type of account that you choose. For the latest details of our account structures, please visit our Website.

5.2 The rates quoted are relevant at the moment when we provide the quotation to you. Such rates are subject to change. You acknowledge that both our Spreads and Market Spreads, can widen significantly in some circumstances, that they may not be the same size as the examples given in the Contract Specifications and that there is no limit on how large they may be. You acknowledge that when you close a Transaction, the Spread may be larger or smaller than the Spread when the Transaction was opened. For Transactions

transacted when the Underlying Market is closed or in respect of which there is no Underlying Market, the figures that we quote will reflect what we believe the market price in an Instrument is at that time. You acknowledge that such figures will be set by us at our reasonable discretion. The Spread quoted by us will reflect our view of prevailing market conditions.

5.3 You may request a quote to open a Transaction or to close all or any part of a Transaction at any time during our normal hours of trading for the Instrument in respect of which you wish to open or close the Transaction.

5.4 If we choose to provide a quote, we may provide a quote either orally by telephone or electronically via our Online Facility or by such other means as we may from time to time notify to you. The quote we provide is not an offer to open or close a Transaction at those levels. You will need to initiate a Transaction to offer to close or open a Transaction and we, acting reasonably, may accept or reject your offer at any time until the Transaction has been executed or we have acknowledged that your offer has been withdrawn. A Transaction will be opened or, as the case may be, closed only when your offer has been received and accepted by us. Our acceptance of an offer to open or close a Transaction, and thus the execution of the Transaction, will be evidenced by our confirmation of its terms to you.

5.5 In any event, we reserve the right to reject your offer at the level quoted, if any of the following factors are not satisfied:

5.5.1 the quote has been obtained from us in accordance with these Terms;

5.5.2 the quote is not to be expressed as being given on an 'indicative only' or similar basis;

5.5.3 if you obtain the quote by telephone, it must be given by a person who is a dealer, employed by us and your offer to open or close the Transaction must be given during the same telephone conversation in which you obtained the quote and the dealer giving the quote must not have informed you before you make the offer to open or close the Transaction and that offer has been confirmed as accepted by us that the quote is no longer valid;

5.5.4 if you obtain the quote electronically via our Online Facility, your offer to open or close the Transaction, and our acceptance of your offer, must be given while the quote is still valid;

5.5.5 the quote must not be Manifestly Erroneous;

5.5.6 when you offer to open a Transaction, the number of shares, contracts or other units in respect of which the Transaction is to be opened must be neither smaller than the Minimum Size nor larger than the Normal Market Size;

5.5.7 when you offer to close part but not all of an open Transaction both the part of the Transaction that you offer to close and the part that would remain open if we accepted your offer must not be smaller than the Minimum Size;

5.5.8 a Force Majeure event must not have occurred;

5.5.9 when you offer to open a Transaction an Event of Default must not have occurred in respect of you, nor must you have acted in such a way as to trigger an Event of Default;

5.5.10 the telephone or Electronic conversation in which you offer to open or close the Transaction must not be terminated before we have received and accepted your offer; or

5.5.11 When you offer to open or close any Transaction, the opening of the Transaction must not result in your exceeding any credit or other limit placed on your dealings.

5.6 We reserve the right to refuse any offer to open or close a Transaction larger than the Normal Market Size. Our quotation for a Transaction equal to or greater than Normal Market Size is not guaranteed to be within any specific percentage of any Underlying Market or related market quotation and our acceptance of your offer may be subject to special conditions and requirements that we will advise to you at the time we accept your offer. We will inform you of the Normal Market Size for a particular Instrument on request.

5.7 If, before your offer to open or close a Transaction is accepted by us, our quote moves to your advantage (for example, if the price goes down as you buy or the price goes up as you sell) you agree that we may (but do not have to) pass such price improvement on to you.

5.8 Where an Instrument trades on multiple Underlying Markets, one of which is the primary Underlying Market, you agree that we may but are not required to base our bid and offer prices on the aggregate bid/offer prices in the Underlying Markets.

6. RISK WARNING

6.1 Trading in options and contracts for difference in foreign exchange, precious metals and commodities is high risk and not suitable for everyone. You should carefully consider your investment objectives, level of experience and risk appetite before making any decision to trade with us. Importantly, do not invest money you cannot afford to lose.

6.2 There is considerable exposure to risk in any off-exchange transaction, including, but not limited to, leverage, creditworthiness, limited regulatory protection and market volatility that may substantially affect the price, or liquidity of the markets that you are trading. Further details of the risk warnings are set out in the Risk Warning.

7. DEALING PROCEDURES

7.1 If a Transaction has been executed in whole or in part it will not be possible for you to cancel the Transaction to the extent that the Transaction has been executed.

7.2 We reserve the right to limit the number of open positions you may enter or maintain in your Account. We also reserve the right, in our sole discretion to refuse to accept any Transaction opening a new position or increasing an open position.

Electronic Trading

7.3 We have no obligation to accept, or to execute or cancel, all or any part of a Transaction that you seek to execute or cancel through an Electronic Trading Service. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms actually received by us.

Agents

7.4 We will not be under any duty to open or close any Transaction or accept and act in accordance with any communication if we reasonably believe that such agent may be acting in excess of its authority. In the event that we have opened a Transaction before coming to such a belief we may, at our absolute discretion, either close such a Transaction at our then prevailing price or treat the Transaction as having been void from the outset. Nothing in this clause 7.4 will be construed as placing us under a duty to enquire about the authority of an agent who purports to represent you.

Infringement of law

7.5 We will not be under any duty to open or close any Transaction if we reasonably believe that to do so may not be practicable or would infringe any Applicable Regulation, law, rule, regulation or Term. In the event that we have opened a Transaction before coming to such a belief we may, at our absolute discretion, either close such a Transaction at the then prevailing bid price (in the case of sell Transactions) or offer price (in the case of buy Transactions) or treat the Transaction as having been void from the outset.

Situations not covered by this agreement

7.6 In the event that a situation arises that is not covered under these Terms or the Contract Specifications, we will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice and/or paying due regard to the treatment we receive from any hedging broker with which we have hedged our exposure to you arising from the Transaction in question.

Borrowing charges and transactions becoming un-borrowable

7.7 Where you have opened a Sell in respect of a particular Instrument, we reserve the right to pass on to you any stock borrowing charges incurred by us. If you do not pay any stock borrowing charges that become payable after you have opened such a Transaction, or we are unable to continue to borrow that Instrument in the Underlying Market (and we give you notice to that effect), we will be entitled to close your Transaction in respect of that Instrument with immediate effect. This may result in you incurring a loss on the Transaction. Further, you agree to reimburse us for any fine, penalty, liability or other similar charge (such as buy back fees) imposed on us for any reason by any exchange, Underlying Market or any other regulatory authority that relates in any way to your opening or closing a Transaction or any related transaction by us to hedge your Transaction.

7.8 In the event that you open a Transaction in relation to an Underlying Instrument that is a share, and that underlying share becomes un-borrowable (either from the outset or our Brokers/agents have recall from us a stock that we have already borrowed against) so that we are unable to hedge against losses that we may incur in relation to that Transaction we may, at our absolute discretion, take one or more of the following steps:

7.8.1 increase your Margin requirements;

7.8.2 close the relevant Transactions at such Closing Level as we reasonably believe to be appropriate;

7.8.3 Alter the Last Dealing Time for the relevant Transaction.

8. OPENING A TRANSACTION

8.1 You will open a Transaction by 'buying' or 'selling'. In these Terms a Transaction that is opened by:

8.1.1 'buying' is referred to as a 'Buy' and may also, in our dealings with you, be referred to as 'long' or 'long position'; and

8.1.2 'Selling' is referred to as a 'Sell' and may also, in our dealings with you, be referred to as 'short' or 'short position'.

8.2 A Transaction must always be made for a specified number of shares, contracts or other units that constitute the underlying instrument.

8.3 Each Transaction opened by you will be binding on you notwithstanding that by opening the Transaction you may have exceeded any credit or other limit applicable to you or in respect of your dealings with us.

8.4 When you open and when you close a Transaction, you may be required to pay us a Commission that is calculated as a percentage of the value of the opening or closing Transaction (as applicable) or as an amount per equivalent Instrument or Instruments on the Underlying Market or on any other basis agreed between ourselves in writing. Our commission terms will be notified in writing to you, however, in the event that we do not notify you of the commission terms, we will charge the standard commission rate as published on our Website or, if no rate is published, 0.01% of the value of the opening or closing Transaction (as applicable).

8.5 Unless we agree otherwise, all sums payable by you pursuant to this Agreement upon opening a Transaction are due and must be paid upon the Opening Level of your Transaction being determined by us.

8.6 All fees payable pursuant to this clause 8 and this Agreement will be subject to the provisions at clause 25 of this Agreement.

9. MULTIPLE TRANSACTIONS

MT5

9.1 In the case of trading on the MT5 platform, where you have entered a buy Transaction and you subsequently open a sell Transaction in respect of the same instrument at a time when the buy Transaction remains open, then:

9.1.1 if the size of the Sell order is less than the size of the buy Transaction, we will treat the offer to sell as an offer to partly close the buy Transaction to the extent of the size of the sell Transaction;

9.1.2 if the size of the sell Transaction is the same as the size of the buy Transaction, we will treat the offer to sell as an offer to close the buy Transaction entirely;

9.1.3 If the size of the sell Transaction exceeds the size of the buy Transaction, we will treat the offer to sell as an offer to close the buy Transaction entirely and open a sell Transaction position equal to the amount of such excess.

9.2 In the case of trading on the MT5 platform, where you have opened a sell Transaction and you subsequently open a buy Transaction in respect of the same instrument at a time when the sell Transaction remains open, then unless you instruct us to the contrary:

9.2.1 if the size of the buy Transaction order is less than the size of the sell Transaction we will treat the offer to buy as an offer to partly close the sell Transaction to the extent of the size of the buy Transaction;

9.2.2 if the size of the buy Transaction order is the same as the size of the sell Transaction we will treat the offer to buy as an offer to close the sell Transaction entirely;

9.2.3 If the size of the buy Transaction order exceeds the size of the sell Transaction we will treat the offer to buy Transaction as an offer to close the sell Transaction entirely and open a buy Transaction equal to the amount of such excess.

10. CLOSING A TRANSACTION

10.1 In relation to trading on the MT4 platform and MT5 platform, to close any Transaction in whole or in part you must enter into a second Transaction in relation to the same Reference Asset as the first Transaction but you must sell if the first Transaction was a purchase and you must purchase if the first Transaction was a sell.

10.2 In addition, when trading on the MT5 platform, we will net your first and second Transaction, and the aggregate position shall be displayed on your trading platform.

10.3 Spreads, including market spreads, can and do widen significantly in some circumstances; they may not be the same size and there is no limit on how large they may be. You acknowledge that when you close a Transaction, the Spread may be larger or smaller than the Spread when the Transaction was opened. For Transactions effected when the Market or Underlying Market of any Reference Asset is closed or in respect of which there is no Market or Underlying Market for the Reference Asset, the bid and offer price figures that we quote will reflect what we believe the market price in an investment would be at that time. Such figures will be set by us at our reasonable discretion. Our quotation is not guaranteed to be within any specific percentage of the quotation of the Market or Underlying Market of the Reference Asset, and the Spread quoted by us will reflect our view of prevailing market conditions. You agree not to use our bid and offer prices for any purpose other than for your own trading purpose, and you agree not to distribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes.

10.4 If you approach us to close out a trade which has been entered into between us, we are under no obligation to do this. Where we agree to do this, we will calculate the close out value of the trade based on prevailing

market conditions and may include associated costs arising from the close out in this figure. The close out value may be due from you to us or from us to you depending on the trade and may be substantial.

10.5 In addition to our rights at clause 13 of the Terms and our rights pursuant to clause 4.4 , we may close any Transaction in our sole discretion at any time without notice in the event that:

10.5.1 if it is a 'sell' Transaction, and due to illiquidity in the relevant Reference Asset we are unable to borrow a sufficient number of such Reference Asset to settle any underlying hedge position in respect of the Transaction; or

10.5.2 if we are required, at any time, by a lender to return any Reference Asset borrowed by us which relates to a Transaction and we are then unable to maintain a hedge position in respect of that Transaction; or

10.5.3 If at any time we are otherwise unable to establish or maintain a hedge position or any other hedging disruption occurs in respect of a Transaction or the continuation of any such hedge or hedging disruption is likely, in our reasonable judgment, to become more burdensome to us.

10.6 With respect to any Transaction that is closed out by us pursuant to or as contemplated by the terms of these Terms:

10.6.1 except as may be otherwise specified in these Terms, the Closing Date will be the date designated by us to you and at a closing price as determined by us;

10.6.2 no further payments or deliveries are required to be made on or after the Closing Date, except for settlement payments as provided below; and

10.6.3 Any and all amounts payable by either party in settlement of such Transaction are immediately due and payable.

10.7 Any and all obligations arising or existing between us as a result of the close-out of one or more Transactions will be satisfied by the net settlement (whether by payment, setoff or otherwise) of all amounts due and payable between us, and the net amount determined to be payable by either party will be immediately due and payable.

10.8 In the event of any dispute regarding any transaction, we may in our absolute discretion cancel, terminate, reverse or close out the whole or part of any position resulting from and/or relating to such transaction.

Undated Transactions

10.9 Subject to these Terms and any requirement we may specify in relation to any Linked Transactions, you may close an open Undated Transaction or any part of such open Undated Transaction at any time.

10.10 Subject to these Terms, when you close an Undated Transaction, the Closing Level will be, if you are closing an Undated Buy Transaction, the lower figure then quoted by us and, if you are closing an Undated Sell Transaction, the higher figure then quoted by us.

Expiry Transactions

10.11 Unless otherwise informed, if you do not close an Expiry Transaction on or before the Last Dealing Time then we will close your Expiry Transaction as soon as we have ascertained the price of the Expiry Transaction. The price of the Expiry Transaction will be (a) the last traded price at or prior to the close or the applicable official closing quotation or value in the relevant Reference Asset as reported by the relevant exchange, errors and omissions excluded; plus or, as the case may be, minus (b) any Spread that we apply when such an Expiry Transaction is closed. Details of the Spread that we apply when a particular Expiry Transaction is closed are available on request.

10.12 It is your responsibility to make yourself aware of the Last Dealing Time and of any Spread that we may apply when you close an Expiry Transaction.

10.13 We do not automatically roll over to the next contract period those of your Transaction(s) which at the end of its set contract period will expire automatically. You acknowledge that it is your responsibility

to make yourself aware of the next applicable contract period for a Transaction and that effecting the rollover of a Transaction may result in you incurring losses on your account. Any agreement as to roll over is entirely at our discretion and we reserve the right to refuse to rollover a Transaction or Transactions, despite any instruction you have given us. Where we do effect a rollover, the original Transaction will be closed at or just prior to the Last Dealing Time and become due for settlement and a new Transaction will be created; such closing and opening trades will be on our normal terms.

11. AGGREGATION OF ORDERS

We reserve the right to aggregate the instructions we receive from our clients to close Transactions. Aggregation means that we may combine your instruction with those of other clients of ours for execution as a single order. We may combine your instruction to close with those of other clients if we reasonably believe that this is in the overall best interests of our clients as a whole. However, on occasions, aggregation may result in you obtaining a less favorable price once your instruction to close has been executed. You acknowledge and agree that we shall not have any liability to you as a result of any such less favorable price being obtained.

12. HEDGING DISRUPTION

12.1 Notwithstanding anything to the contrary in these Terms, if we determine that a hedging disruption has occurred, or may occur, including a hedging disruption which is a result of any actual or imminent delay, disruption, suspension, or reduction in any payment or settlement in respect of any transaction or asset we may deem necessary to hedge our Transaction price risk.

12.2 Irrespective of whether such hedging disruption arises directly or indirectly from the failure of a hedging counterparty to perform its obligations or otherwise, you will be liable to us for any increased costs or expenses resulting from such hedging disruption (including any costs of unwinding, establishing or re-establishing a hedge). We may, upon notification of such costs to you, deduct them from your account or demand payment. If you fail to comply fully and by the required time with the obligation to make payment this will constitute an event of default.

13. MARKET SUSPENSION AND DELISTING

13.1 If at any time trading on a Market is suspended in any Reference Asset which is listed on a Market we shall calculate the value of the Transaction with reference to the last traded price before the time of suspension, or a closing price as reasonably determined by us if no trading in that Reference Asset is undertaken during the Business Day on which a suspension occurs.

13.2 In the event that the aforesaid suspension continues for five Business Days, we and you may in good faith agree a Closing Date and a value of the Transaction. In the absence of such agreement, the Transaction shall remain open in accordance with the provisions of this clause until such time as the suspension is lifted or the Transaction is otherwise closed. During the term of a Transaction where a Reference Asset is suspended we have the right to terminate the Transaction at our discretion and to amend or vary Margin requirements and Margin rates.

13.3 If a Market on which a Reference Asset is principally traded announces that pursuant to the rules of such Market the relevant Reference Asset has ceased (or will cease) to be listed, traded or publicly quoted on the Market for any reason and is not immediately re-listed, re- traded or re-quoted on the Market or quotation system located in the same country as the Market (or where the Market is within the European Union, in any Member State of the European Union), or already so issued, quoted or traded the day on which such event occurs, or (if earlier) is announced shall be the Closing Date. The closing price will be such price as notified by us to you.

14. PAYMENTS

14.1 On each Payment Date you will, subject to the conditions precedent that:

14.1.1 no Event of Default (as defined below) with respect to the other party has occurred and is continuing; and

14.1.2 no Early Termination Date (as defined below) has occurred or been effectively designated, make the payments specified due to us in respect of one or more Transaction(s) in the currency and to the account specified by us in advance of such payment becoming due.

14.2 On each Payment Date each party's obligation to make payment of any amount will be automatically satisfied and discharged and replaced by an obligation upon the party by whom the larger amount would have been payable to pay to the other party the excess of the larger amount over the smaller amount. If the amounts payable by each party on any Payment Date are the same, then no payment shall be made by either party on such Payment Date.

14.3 All payments made pursuant to a Transaction will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any governmental revenue authority, then in effect. If a party is required to deduct or withhold it shall:

14.3.1 promptly notify the other party;

14.3.2 pay to the relevant authorities the full amount to be deducted or withheld promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against it;

14.3.3 promptly forward to the other party an official receipt (or certified copy), or other documentation reasonably acceptable to the other party, evidencing such payment to such authorities; and

14.3.4 in addition to any payment to which the other party is otherwise entitled under the Transaction, pay to the other party such additional amount as is necessary to ensure that the net amount actually received by the other party will equal the full amount the other party would have received had no such deduction or withholding been required.

15. SETTLEMENT

Unless we have agreed otherwise in writing, settlement of transactions shall be on a delivery versus payment basis. All payments and other documents required to settle your transactions must be delivered by you in time to enable us to complete settlement promptly. Where relevant documents and cleared funds are not held by us, we are not obliged to settle any transaction. If either party defaults in paying any amount when it is due to the other, then (unless otherwise agreed) interest will be payable by the defaulting party at the overdraft rate of the relevant correspondent bank at which the default occurs. We may purchase investments to cover your liability to deliver investments to us and may debit any of your accounts to cover any losses we suffer. In the event of any dispute regarding any transaction, we may in our absolute discretion cancel, terminate, reverse or close out the whole or part of the position resulting from such transaction.

16. SET-OFF

16.1 We may at any time, without notice to you, set-off any liability we have to you against any liability (including without limit any loss) you owe to us or any Group Company, whether any such liability is present or future, liquidated or unliquidated, under these terms or not and irrespective of the currency or its denomination.

16.2 If the liabilities to be set off are expressed in different currencies, we may convert either liability at a rate of exchange which we determine to be reasonable for the purpose of set off. Any exercise by us of our rights under this clause shall be without prejudice to any other rights or remedies available to us or any Group Company under these Terms or otherwise.

17. CONFIRMATIONS

17.1 After we have executed a transaction, we shall confirm the details of that transaction to you (the confirmation may be in electronic format or made available on the Online Facility, in which case such electronic format shall have the same effect as if served on you in written hard copy) as soon as possible after execution. The content of our confirmations will, in the absence of a clear error, be deemed conclusive and binding on you unless you object in writing to us as soon as possible, and at latest within one Business Day of dispatch. Any error or inaccuracy relating to a confirmation shall not affect the validity of the underlying Transaction.

17.2 Any dispute on the accuracy of the confirmation should be dealt with in accordance with the dispute procedures contained in clause 35.

18. MANIFEST ERROR

18.1 We reserve the right to, without your consent, either void from the outset or amend the terms of any Transaction containing or based on any Manifest Error. If, in our discretion, we choose to amend the terms of any such Manifest Error the amended level will be such level as we reasonably believe would have been fair at the time the Transaction was entered into. In deciding whether an error is a Manifest Error we shall act reasonably and we may take into account any relevant information including, without limitation, the state of the Underlying Market at the time of the error or any error in, or lack of clarity of, any information source or pronouncement upon which we base our quoted prices. Any financial commitment that you have entered into or refrained from entering into in reliance on a Transaction with us will not be taken into account in deciding whether or not there has been a Manifest Error.

18.2 In the absence of our fraud, willful default or negligence, we will not be liable to you for any loss, cost, claim, demand or expense following a Manifest Error (including where the Manifest Error is made by any information source, commentator or official on whom we reasonably rely).

18.3 If a Manifest Error has occurred and we choose to exercise any of our rights under clause 18.1, and if you have received any monies from us in connection with the Manifest Error, you agree that those monies are due and payable to us and you agree to return an equal sum to us without delay.

19. MARGIN PAYMENTS

19.1 We may enter into transactions in options, or contracts for difference which will, or may, result in you having to provide margin payments, being a deposit of cash to cover any unrealized losses which have occurred or may occur in relation to your investments.

Subject to our standard terms and conditions and the acceptance of your application to open an account with us, will provide you with execution-only dealing services in relation to contracts in Foreign Exchange (FX) and Contracts for Difference (CFDs) where the underlying investments or products include foreign exchange contracts, metals, equity indices and commodities. The orders for executions of transaction are strictly based on STP “Straight through Processing” by which all margins provided are the ones directly from the liquidity provider.

19.2 Payments may be required both on entering into a transaction and on a daily basis throughout the life of the transaction if the value of the transaction moves against you. The movement in the market price of your investment will affect the amount of margin payment you will be required to make.

19.3 To enter into a leveraged Transaction you may need to deposit money with us as Margin. Margin is typically a relatively small proportion of the overall contract value. For example a contract trading on leverage of 100:1 will require Margin of just 1% of the contract value. This means that a small price movement in the underlying will result in large movement in the value of your trade – this can work in your favor, or result in substantial losses.

19.4 Any requirement for Margin must be satisfied in such currency and within such time as may be specified by us (in our absolute discretion) or, if none is specified, immediately. One Margin demand does not preclude another. It is your responsibility to monitor your trading account and you should not rely on our right to call you for margin as a means of monitoring your account. Margin calls are made as a matter of courtesy and we are not obliged to make margin calls to clients.

19.5 You may lose your initial deposit and be required to deposit additional Margin in order to maintain your position. If you fail to meet any Margin requirement your position will be liquidated and you will be responsible for any resulting losses.

19.6 Margin may be provided in the form of cash or other assets acceptable to us at our discretion.

19.7 If you fail to provide Margin when required to do so we (or any applicable exchange, clearing house or counterparty) may close out your positions and exercise the rights described in clause 10 above. Failure to provide Margin may lead to us closing out any or all of your trading positions. We will have the right to do this at any time when you fail to provide Margin. We will additionally have the right to close out your positions in any other circumstances provided in these Terms.

20. MARKET CONDUCT

20.1 Notwithstanding any other provision of this Agreement, in providing the services, we shall be entitled to take any action we consider necessary in our reasonable discretion to ensure compliance with Market Rules, and the Money Laundering Requirements and all other applicable laws, rules, regulations and regulatory decisions including selling or closing any or all Transactions that you may have open.

20.2 We may report to the relevant regulatory authority any Transaction entered into by you or on your behalf in accordance with the Market Rules.

20.3 We may hedge our liability to you by opening analogous positions with other institutions or in the Underlying Market. The result of our doing this is that when you open or close a Transaction relating to a share or other Instrument with us, your Transactions may, through our hedging, exert a distorting influence on the Underlying Market for that Instrument, in addition to the impact that it may have on our own prices. This creates a possibility of market abuse and the function of this Term is to prevent such abuse.

21. IMPROPER TRADING

21.1 We cannot and do not guarantee the speed at which our online trading platform (MT4/MT5) operates or that it will not be subject to system or internet failure. To the fullest extent permitted under the Saint Vincent law, we exclude all liability for: (i) any direct or indirect loss or damage incurred by you as a result of any delay or system suspension/default experienced by you, for however long, in your use of our online trading platform; (ii) any direct or indirect loss or damage incurred by you by reason of any improper, unlawful or unfair trading activity (as reasonably determined by River Prime Ltd) perpetrated by you or by any third party; (iii) any direct or indirect loss or damage incurred by you by reason of a failure on your part to use the most current online trading platform.

21.2 Where we believe, in our reasonable judgment, that you (and/or other parties) may have engaged or may be engaging in improper, unlawful or unfair trading activity, we may immediately suspend your (and or other) trading account(s) in order to investigate.

21.3 Latency trading is characterized by a high volume of transactions which are opened and closed within an unusually short period of time as compared to the 'average' client, with a disproportionate number placed advantageously between price of trade and price of Underlying Market instead of the 'random distribution' that would be expected when the trading platform is used 'fairly'. Where we believe, in our reasonable judgment, that latency in the trading platform is being unfairly exploited by you, we may at our absolute discretion void all trades and return to you only funds deposited net of any earlier withdrawals - and then close your account.

22. EXPERT ADVISORS

22.1 You may choose to trade on our online trading platform (MT5) using an Expert Adviser, being a robotic algorithmic trading system, which trades the market on behalf of customers. Trading with an Expert Adviser is inherently risky by virtue of the robotic nature of the trading system and we do not encourage or endorse it as a practice.

22.2 Should you choose to trade using an Expert Adviser, to the fullest extent permitted under the Saint Vincent Law, we exclude all liability for any direct or indirect loss or damage incurred by you by reason of: (i) your use of an Expert Adviser or (ii) any fault or failure on the part of the Expert Adviser.

23. SYSTEM MAINTENANCE

23.1 From time to time we will need to carry out certain system maintenance on the online trading platform. We shall endeavor to do this out of trading hours when the market is closed but we reserve the right to conduct such system maintenance, in our absolute discretion, at any time.

23.2 In the event that we need to conduct such system maintenance when the market is open, we shall notify you of this but we shall not be liable for any direct or indirect loss or damage incurred by you by reason of the system maintenance and/or any suspension of the online trading platform.

24. EVENTS OF DEFAULT

24.1 The occurrence of any one or more of the following in respect of either party ("Defaulting Party") shall be an Event of Default:

24.1.1 either party does not make any payment when due under the Transaction and these Terms and such failure is not remedied on or before the third Business Day after notice of such failure is given to the party;

24.1.2 either party shall be in default of any other obligation under the Transaction and these Terms), which if capable of remedy is not remedied within 30 days after notice by the other party;

24.1.3 any representation or warranty given by you, us or any Credit Support Provider of either party in clause 38 of these Terms or otherwise is, when given, incorrect or misleading in any material respect;

24.1.4 either party or its Credit Support Provider:

24.1.4.1 is dissolved (other than pursuant to a consolidation, amalgamation or merger);

24.1.4.2 becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

24.1.4.3 makes a general assignment, arrangement or composition with or for the benefit of its creditors;

24.1.4.4 institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it. Such proceeding or petition:

A. results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

B. is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

24.1.4.5 has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

24.1.4.6 seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

24.1.4.7 has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

24.1.4.8 causes or is subject to any event with respect to its which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses 24.1.4.1 to 24.1.4.7 (inclusive); or

24.2 The occurrence of the following in respect of you or your Credit Support Provider (each respectively the "Defaulting Party") shall constitute an Event of Default:

24.2.1 any sums due from you or your Credit Support Provider, whether such sum is due to us or to any other person or entity, by way of borrowing or under any obligation of any description for the payment of money on the part of you or your Credit Support Provider:

24.2.1.1 are not paid when due and demanded nor within any applicable grace period; or

24.2.1.2 Become due and payable prior to the scheduled due date or become capable of being declared, due and payable prior to the scheduled due date, in either case by reason of default or event of default (howsoever described) on the part of the Counterparty or its Credit Support Provider.

24.2.2 you or your Credit Support Provider shall be in default of any other obligation under:

24.2.2.1 any Transaction now existing or hereafter entered into between us, which is:

A. a rate swap transaction, basis swap, forward rate transaction, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions); or

B. which is a type of transaction that is similar to any transaction referred to in clause 24.2.2.1(a) above that is currently, or in the future becomes, recurrently entered into in the financial markets, or

24.2.2.2 Any combination of these transactions.

25. OUR FEES AND CHARGES

25.1 Our fees and charges will be notified to you in writing from time to time. Charges and expenses incurred by us pursuant to these Terms (including but not limited to applicable taxes and duties) are payable by you and by such payment arrangements at such times as we shall determine. For transactions denominated in foreign currency, charges may be levied on you in that currency at prevailing rates. You may incur costs or taxes associated with your transactions that are not paid through us or imposed by us.

25.2 In the event that you have an Open Position at the daily close of business, we will charge you a Daily Financing Fee. The basis of calculation of Daily Financing Fees is set out in the Contract Specifications. We may vary the method of calculating the Daily Financing Fees and/or commission. When we do so we will give you notice in accordance with clause 38.

25.3 We may share fees and charges with a Group Company or third party and, where appropriate, we will provide you with information on such fees and charges. Details of shared fees and charges will also be made available to you upon request.

25.4 You acknowledge and agree that we may make or receive a fee, commission or nonmonetary benefit to or from a third party in connection with our service to you. Upon request, if you have been introduced to us for trading purposes, we will provide further details of any fee, rebate, commission, widened spread, performance fee or management fee paid to third parties that help initiate, conclude or maintain a business relationship between you and the firm, thus enhancing the service offered to you.

25.5 You acknowledge and agree that we may charge a USD7 commission on a swap free account.

26. INACTIVITY FEE

26.1 Where no activity has occurred on your account for 180 calendar days or more ("qualifying charging period"), your account will be deemed inactive.

26.2 Activity relates to the placing or closing of a trade or maintaining an open position on your account.

26.3 In such cases, a monthly inactivity fee may be applied to your account at some stage in the future and in accordance with the designated currency of your account. River Prime Ltd will notify clients in advance should such a fee become payable.

27. OUR AUTHORITY AND OUR DUTIES

27.1 These Terms do not impose any obligation on us to enter into any transactions with you or to accept any instructions and we are not obliged to give our reasons for declining to do so. We may accept and act upon, without further enquiry, any instructions believed by us to be in good faith and on reasonable grounds to be genuine. Nothing in these Terms shall oblige us to do anything that we believe to be contrary to law and any Applicable Regulations.

27.2 You acknowledge and accept that in the ordinary course of business, we will deal with you as principal and that we may provide you with two-way price quotes where we acknowledge that if you are a Retail Client that you may rely upon us to provide or display bid and offer prices which are the best available prices for retail investors on a consistent basis.

27.3 Your transactions will be handled in accordance with our Order Execution Policy available separately on our Website. While we seek to ensure that the prices we display are competitive, we are not able to give a warranty, express or implied, that the bid and offer prices displayed on our trading systems always represent the best prevailing market prices for retail investors. Our quoted prices may reflect market volatility or additional costs and charges which may result in an increase in the Spread as well as per transaction.

27.4 We may employ agents or contractors on such terms as we think fit.

27.5 Any information we provide to you relating to transactions is believed, to the best of our knowledge and belief at the time it is given, to be accurate and reliable. No further representation is made nor warranty given or liability accepted, as to its completeness or accuracy. Such information does not constitute an assurance or a guarantee as to the expected outcome of any such transaction.

27.6 You should also be aware that market conditions and pricing may change between the time we provide you with information and the time you approach us with a view to entering into a trade.

28. EXCLUSION OF LIABILITY/INDEMNITIES

28.1 Nothing in these Terms will exclude or restrict any liability that we owe you under Applicable Law and Applicable Regulations. Except to the extent that the same results from gross negligence, wilful default or fraud, we, our directors, officers, employees and agents shall not be liable for any loss resulting from any act or omission made under or in relation to or in connection with these Terms or the solvency, acts or omissions of any third party with whom we deal or transact business or who is appointed by us in good faith. We will make available to you, when and to the extent reasonably so requested and at your expense, details of any rights that we may have against such person.

28.2 If any action or proceeding is brought by or against us, against or by a third party, in relation to any transaction with or for you, you shall co-operate with us to the fullest extent possible in the prosecution or defense of such action or proceeding. Except to the extent that the same results from gross negligence, willful default or fraud, you shall reimburse us and hold us harmless together with our Group Companies and our directors, officers, employees or agents, on a full indemnity basis from and against all actions, claims, liabilities, losses, damages and expenses of any nature arising from us dealing with you pursuant to these Terms.

29. YOUR AUTHORITY AND YOUR OBLIGATIONS

29.1 You represent and warrant to us from the date on which you agree to these Terms that:

29.1.1 where you are a company or a partnership, you have full power and authority (corporate and otherwise) to enter into the Transaction and to exercise your rights and perform your obligations hereunder and have obtained all authorizations and consents necessary so to enter, exercise rights and perform obligations and such authorizations and consents are in full force and effect;

29.1.2 Where you are an individual, you are of full age and sound mind and have full capacity to enter into the Transaction(s) and to exercise your rights and perform your obligations. The normal minimum age for trading in such transactions is 18 years of age;

29.1.3 the obligations expressed to be assumed by you under the Transaction are legal and valid obligations binding on you in accordance with their terms;

29.1.4 all payments to be made by you under the Transaction may be made free and clear of, and without deduction for or on account of any taxes whatsoever;

29.1.5 all information that is furnished in writing by or on behalf of you to us in respect of these Terms is, as of the date such information is furnished, true, accurate and complete in every material respect;

29.1.6 in entering into the Transaction you are not relying upon us in relation to any advice or forecast or estimate of future trends in relation to interest rates or otherwise nor in relation to the fiscal consequences of the Transaction;

29.1.7 You are acting for your own account, and have made your own independent decisions to enter into the Transaction(s) and as to whether the Transaction(s) is appropriate or proper for you based upon your own judgement and upon advice from such advisers as you have deemed necessary. You are not relying on any communication (written or oral) from us as investment advice or as a recommendation to enter into the Transaction. It is understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction. You understand that no communication (written or oral) received from us can be considered to be an assurance or guarantee as to the expected results of the Transaction;

29.1.8 You are capable of assessing the merits of and understanding (on your own behalf or through independent professional advice), and understand and accept, the terms, conditions and risks of the Transaction. You are also capable of assuming, and assumes, the risks of the Transaction;

29.1.9 you are entering into the Transaction as principal (and not as agent or in any other capacity, fiduciary or otherwise); and

29.1.10 You are aware of all Applicable Regulations that apply to Electronic Trading Services that you use and that your use of the Electronic Trading Services will comply with all Applicable Regulations and this Agreement as amended from time to time.

29.2 Tax regulations may change at any time. You will be responsible at all times for the payment of all taxes due and for providing any relevant tax authority with any information relating to your dealings with us. You agree that if we provide you with any information or express any opinion in relation to the tax treatment of your dealings with us it will not be reasonable for you to rely upon any such statement and it will not constitute tax advice.

30. AUTHORISED THIRD PARTY

30.1 We recognize that in some circumstances it may be necessary or desirable for you to authorize someone to manage your account. You do so at your own risk and both you and the person you wish to authorize to operate your account will be required to submit a signed form which is a type of Power of Attorney document authorizing and appointing an Authorized Third Party to operate your account.

30.2 You will be liable for any act or omission by an Authorized Third Party, and we may rely on any instructions given by the Authorized Third Party on your behalf. We are not responsible for monitoring the activities of the Authorized Third Party.

30.3 If you have opened an account electronically, and we do not have an original of your signature, you will need to provide an identity document such as a copy of your passport or driving license in order to be able to appoint an Authorized Third Party.

31. CLIENT MONEY

31.1 Any money received by us in respect of your account with us shall be treated as Client Money and held in trust.

31.2 In relation to Client Money unless you notify us in writing or otherwise we will promptly pay any Client Money received to our Client Money bank accounts. Our Client Money accounts will be identified and designated separately from any accounts used to hold other money belonging to us. Interest will not be paid on the money held in the Client Money accounts and by entering into this Agreement you acknowledge that you waive any entitlement to interest on such money.

31.3 The Client Money accounts will be pooled accounts and holds the Client Money relating to a number of clients. Claimants to money held in pooled accounts have a claim to a ratable proportion of the money held in that pool.

31.4 RIVER PRIME Ltd uses only its own funds for hedging and does not pass client money to hedging counterparties or to any part of the business as working capital. RIVER PRIME Ltd does not initiate speculative positions in the market."

31.5 We may transfer any money we hold for you as Client Money (after deduction of any amounts permitted by the terms of these Terms) to another legal entity (including any of our Group Companies) where we transfer all or part of our business to that entity and your Client Money relates to the business transferred. Where we transfer your Client Money to another legal entity under this clause 31.6 we shall ensure that such Client Money will be held by that entity for you in accordance with this Agreement.

31.6 In the event that the account you hold with us is a joint account, we do exercise all due care and diligence to ensure that all withdrawals are paid back to its source and to the particular party that initiated the actual deposit. In case of profit payments and/or withdrawals, RIVER PRIME Ltd may initiate payments to any party to the joint account provided that it has received appropriate approval from the second party and it is satisfied pursuant to its due diligence verification and checks.

31.7 You consent to us releasing any Client Money balances, for or on your behalf, from Client Money bank accounts and for us to cease to treat as Client Money any unclaimed Client Money balance where:

- 31.7.1 it is permitted by law and consistent with the arrangements under which Client Money is held;
- 31.7.2 we have determined that there has been no movement on your balance for a period of six years (notwithstanding any payments or receipts of charges, interest or similar items);
- 31.7.3 we have taken reasonable steps to trace you and to return the balance to you; and
- 31.7.4 We make and retain records of all balances released from our Client Money bank accounts in respect of your Client Money. All unclaimed money will be paid to the Inland Revenue Department in accordance with the Unclaimed Money Act 1971.

32. OVERNIGHT FINANCING AND ROLLOVER

Rolling Daily Transactions and Undated Contracts for CFDs are available in a variety of Markets and Underlying Markets. Each Market and Underlying Market has its own conditions and spread which may vary at our discretion. Such contracts automatically roll into the next trading session. A Daily Financing Fee debit/credit will be made to your account if you hold a Transaction open from one trading session to the next.

33. CREDIT

Details of any credit arrangement that may be available to you are or will be set out in, and will be subject to, such terms, conditions and limits as may be agreed in separate correspondence. We reserve the right to alter any credit arrangements agreed with you at any time. You acknowledge that when you deal with us on

credit, neither any limit set on your account nor any amount of Margin you have paid puts any limit on your potential losses in respect of a Transaction. You acknowledge and agree that your financial liability to us may exceed the level of any credit or other limit placed on your account.

34. CONFLICTS OF INTEREST

34.1 When we deal with you, we, a Group Company, or some other person connected with us, may have an interest, relationship or arrangement that is material in relation to the Investment, transaction or Service concerned. Conflicts of interest can arise in particular when we have an economic or other incentive to act in a way that favors us or any of our Group Companies.

34.2 Consistent with our regulatory obligations we seek to ensure that any conflicts that arise between our interests and those of our clients, or between clients, are properly managed. Our conflicts policy, which is communicated to all relevant employees, identifies the types of conflict that may arise and provides express instructions on the management of those conflicts. To this effect, we have a framework in place to handle conflicts of interest, so that we act with an appropriate degree of independence from our own interests when transacting with you or dealing on your behalf. We can provide you with our Conflicts of Interest Policy on request.

34.3 In some circumstances appropriate management of any conflict of interest and fair treatment of the relevant parties may only be achieved by our declining to enter into transactions with you.

35. COMPLAINTS

35.1 We have a written a Complaints Policy to ensure that complaints regarding our services are dealt with fairly and promptly and in accordance with our membership of the dispute resolution scheme which we are a member of.

35.2 If you have a complaint about our Services, you should direct that complaint to our client services department or to our Compliance Department, who will investigate the nature of the complaint to try to resolve it.

36. AMENDMENTS

36.1 We may amend these Terms by giving you reasonable advanced written notice by post, email or on the Online Facility explaining the details of the amendment due to take place. Where reasonable notice is impractical (e.g. due to a sudden change in commercial terms with a liquidity provider or regulatory changes) we reserve the right to provide notice of such change with immediate effect.

36.2 Each amendment will become effective on the date specified in the notice. Any amendment requested by you must be agreed in a formal amendment agreement by us. Unless expressly agreed otherwise, an amendment will not affect any outstanding Transaction or any legal rights or obligations which may already have arisen. If you do not wish to accept any amendment made by us you may by notice to us close any of your open Transactions and your account in accordance with these Terms.

37. TERMINATION

37.1 Subject to clause 37.2 below, you may terminate this Agreement by written notice at any time. We may terminate the Terms by providing you with at least thirty (30) days written notice of termination unless circumstances require us to provide a shorter notice period.

37.2 We may terminate the arrangements set out in these Terms immediately and without notice to you if:

37.2.1 you admit to your inability to pay your debts as they fall due or enter into any scheme or arrangement with your creditors or, in the case of a company, file or have filed against you a

petition for winding up, pass a resolution for winding up or have a receiver, liquidator, administrator or similar officer appointed over all or any part of your assets or undertaking or, in the case of an individual, a bankruptcy petition is presented or a trustee in bankruptcy is appointed or a protection order is made pursuant to Applicable Law;

37.2.2 you are, in our opinion, in material breach of the obligations owed by you, whether arising under these Terms, any supplementary or separate terms that we have entered into with you in respect of transactions in investments, the rules and regulations of any regulatory authority or under Applicable Law; or

37.2.3 On the occurrence of a Force Majeure Event.

37.3 Termination will be without prejudice to any legal rights or obligations which may already have arisen.

38. PAYMENTS ON TERMINATION

38.1 The Calculation Agent, in good faith and acting reasonably, will determine an amount, if any, (the Close-out Amount) that would be paid by (expressed as a positive) or to (expressed as a negative) the non-Affected Party in consideration of an agreement between the non-Affected Party and a third party that would have the effect of preserving for the non-Affected Party the economic equivalent of any payment in respect of the Transaction that would, but for the occurrence of the Early Termination Date, have been required after that date.

38.2 An amount (the "Termination Payment") will be payable equal to the Close-out Amount plus any amounts which have fallen due but remain unpaid as at the Early Termination Date owing to the non-Affected Party, and less any amounts which have fallen due but remain unpaid as at the Early Termination Date owing to the Affected Party, together with, to the extent permitted under Applicable Law, any interest owing pursuant to the terms of these Terms.

38.3 If the Termination Payment is a positive number, the Affected Party will pay it to the non- Affected Party; if it is a negative number then the non-Affected Party will pay it to the Affected Party.

38.4 The Termination Payment will, at the option of the non-Affected Party, be reduced by its set- off against any amounts payable (whether at such time or in the future or upon the occurrence of a contingency) by or to, as appropriate, the non-Affected Party (irrespective of the currency, place of payment or booking office of the obligation) under any other agreement(s) between the parties or instrument(s) or undertaking(s) issued or executed by one party to, or in favor of, the other party.

38.5 The parties agree that an amount recoverable under this clause 38 is a reasonable pre- estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks and except as otherwise provided in these Terms neither party will be entitled to recover any additional damages as a consequence of the occurrence of the Early Termination Date.

38.6 In determining the Close-out Amount, the Calculation Agent may consider any relevant information, including, without limitation, one or more of the following types of information:

38.6.1 quotations (either firm or indicative) for replacement Transactions supplied by one or more third parties that may take into account the creditworthiness of the non-Affected Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the non-Affected Party and the third party providing the quotation;

38.6.2 information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or

38.6.3 information of the types described in clause 38.6.1 or 38.6.2 above from internal sources if that information is of the same type used by the non-Affected Party in the regular course of its business for the valuation of similar transactions.

Without duplication of amounts calculated based on information described in clause 38.6.1, 38.6.2 or 38.6.3 above, or other relevant information, and when it is commercially reasonable to do so, the Calculation Agent may in addition

consider in calculating the Close-out Amount any loss or cost incurred in connection with the non-Affected Party terminating, liquidating or re-establishing any hedge related to the Transaction.

39. CALCULATION AGENT

We shall be the Calculation Agent. Whenever the Calculation Agent is required to act or exercise judgment in any other way, it will do so in good faith and in a commercially reasonable manner.

40. YOUR INFORMATION

40.1 We will observe the requirements of the Privacy Act 1993 in the performance of its obligations under these Terms and will comply with any request made or direction given by you, which is directly due to the requirements of the Privacy Act 1993.

40.2 We will only use personal data to allow us (which for the purposes of the following permissions will include any Group Company) to provide the services to the Client set out herein, to assess our risks in providing those services and to enable us to enforce our rights under these Terms if necessary. This may involve passing personal data to third-party service providers or our agents, on the understanding that they keep it confidential. We may need to give our auditors, professional advisers, agents or subcontractors' access to personal data or anyone who is interested in our business.

40.3 We may send personal data outside Saint Vincent to jurisdictions which may not have an equivalent standard of data privacy laws as that in Saint Vincent. Where we do this, we will take appropriate steps to protect personal data. You may access our full privacy commitment which is available on our Website or on request from your point of contact or from our data protection officer.

40.4 We may conduct searches through credit and identity-referencing agencies and other sources of information and use scoring methods to verify your identity and credit rating. A record of this process will be kept and may be used to help other companies verify your identity.

40.5 We may from time to time - by telephone, email or other electronic communication, fax or post - provide you with information relating to other services that we, any Group Company or selected third parties connected with our business can offer. You agree that we may call upon you at a reasonable hour or otherwise communicate with you without an express invitation.

40.6 For the purposes of this clause 40 "your information" includes information about your transactions.

40.7 If you would like a copy of the information we hold about you, please write to us at the address set out for notices and correspondence in clause 1.1.

41. MONITORING AND RECORDING

Emails sent by you may be monitored and telephone conversations between us may be recorded. Recordings remain our sole property and may be used by us in evidence in the event of a dispute.

42. COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS)

42.1 Save as otherwise agreed or where Applicable Regulations require otherwise, we will communicate with you, and send documents and other information to you, in Saint Vincent. Unless otherwise agreed or where Applicable Regulations require otherwise, you agree to communicate with us, and send documents and other information to us, in Saint Vincent.

42.2 Unless otherwise agreed, you accept that we may communicate with you by post, telephone, facsimile, electronic mail or through the Online Facility in order to provide you with dealing services or for any other related purpose.

42.3 Any notice or other communication will be required to be given in writing under this Agreement and shall:

42.3.1 in the case of notices or other communications to be delivered personally, sent by pre- paid first-class post, recorded delivery or by commercial courier, fax or email by you to us, such communication should be made to your usual point of contact or for the attention of the Managing Director, RIVER PRIME Ltd using the contact details provided in these Terms;

42.3.2 In the case of notices or other communications to be delivered personally, sent by pre- paid first-class post, recorded delivery or by commercial courier, fax or email by us to you we will do so to such address (including a fax number or an email address) as you may specify. You are responsible for notifying us of any changes to such contact details and we shall be entitled to serve notice on you (including the issue of legal proceedings) using the last known contact details that you have provided to us for the purposes of these Terms; or, in each case, as otherwise specified by the relevant Party by notice in writing to the other Party.

42.4 Any such notice or other communication shall be deemed to have been duly received:

42.4.1 if delivered personally, when left at the address and for the contact referred to in this clause; or

42.4.2 if sent in Saint Vincent by pre-paid first-class post or recorded delivery, at 9am (Saint Vincent Time) on the second Business Day after posting; or

42.4.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

42.4.4 if delivered by fax or email, at the time of transmission (unless the sender receives an automated response which indicates that the notice in question was not received by the intended recipient, in which case such notice shall not be deemed to have been received); or

42.4.5 If delivered on the Online Facility, upon it being uploaded and available to you.

42.5 For the service of any proceedings or other documents in any legal action, any statutory provisions in the relevant jurisdiction shall prevail.

43. INTELLECTUAL PROPERTY

All intellectual property rights in the Online Facility, any advertising material issued by or on behalf of us, all information, materials, prices or charts, business methods, databases or settlement specifications relevant to this Agreement of otherwise used or arising in connection with this Agreement will remain our property or any third party which provided it to us and you will have no rights to distribute, republish, copy, reproduce, sell, sub-license or otherwise transfer or disseminate any of the foregoing unless otherwise expressly agreed by us in writing.

44. THIRD PARTIES' RIGHTS

44.1 The provisions of this Agreement will not be enforceable by any person (other than the Custodian or its affiliates) who is not a party to it, but this does not affect any right or remedy of a third party that exists.

44.2 We may cancel any instructions previously given by you provided that we have not acted on your instructions.

44.3 If a transaction has been executed, in whole or in part, it will not be possible for you to cancel the Order to the extent that the transaction has been executed.

45. WEBSITE

We have taken reasonable measures to ensure the accuracy of the information on the Website. The content on this website is subject to change at any time without notice.

46. SEVERABILITY

Each provision of these Terms is severable. This means that if any provision of these Terms is or becomes invalid, illegal or unenforceable or contravenes Applicable Regulations, the remaining provisions shall not be affected and shall remain in full force.

47. FORCE MAJEURE

We shall not be responsible for or liable to you for any liability, loss, damage, cost or expense of any nature whatsoever incurred or suffered by you or any person claiming through you as a result of any Force Majeure Event.

48. GOVERNING LAW AND JURISDICTION

These Terms and any non-contractual disputes or claims arising under them and all transactions under or pursuant to them are governed by and shall be construed in accordance with the laws of Saint Vincent and the Grenadines, and the courts of Saint Vincent and the Grenadines have exclusive jurisdiction.

49. SCHEDULE 1: DEFINITIONS

- **Applicable Law** – the laws of Saint Vincent and the Grenadines
- **Applicable Regulation** - for the purposes of these Terms, applicable regulations shall include the rules of any other relevant regulatory authority or exchange and any applicable laws and regulations in force from time to time. Where these Terms conflict with Applicable Regulations, the latter shall prevail.
- **Business Day** - a day (other than a Saturday or Sunday) on which banks generally are open for business.
- **Calculation Agent** –RIVER PRIME Ltd
- **Client Money** - money of any currency belonging to you that we receive or hold for you, or on your behalf in the course of providing the Services, that we treat as client money held in trust. In a designated bank account.
- **Closing Date** - the date on which the close-out of an open Transaction is effective.
- **Closing Level** - the level at which a Transaction is closed.
- **Complaints Policy** - our complaints policy which is updated from time to time and can be found on our website for the use of clients.
- **Contract Specifications** - the section of our Website designated as the "Contract Specifications" as amended from time to time.
- **Credit Support Provider** - with respect to the Counterparty, a party providing credit support in respect of the obligations of the Counterparty.
- **Daily Financing Fee** - the charge which we apply daily to the Open Position. Details of the Daily Financing Fees are set out in the Contract Specifications.
- **Electronic Trading Services** - any electronic services (together with any related software) including without limitation trading, direct market access order routing or information services that we grant you access to or make available to you either directly or through a third-party service provider, and used by you to view information and/or enter into Transactions.
- **Expiry Transaction** - a Transaction which had a set contract period at the end of which the Expiry Transaction expires automatically.
- **Force Majeure Event** - an event which is beyond the reasonable control of an affected party or the reasonable control of its suppliers and contractors including without limit any Market Disruption, acts or restraints of government(s) or public authorities, war, derelict weapons of war, nuclear, radioactive, biological, chemical, biochemical or electromagnetic weapons or contamination, revolution, strikes, lock-outs or other forms of industrial action, fire, flood, natural disaster, explosion, unavoidable accidents, terrorist action, failure of a utility service or transport network, the suspension or limitation of trading by

any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications, settlement or other equipment or systems.

- **Financial Instrument** - options, and contracts for difference in foreign exchange offered for trading by RIVER PRIME Ltd pursuant to this agreement.
- **Group** - in relation to RIVER PRIME Ltd, that company, any subsidiary or any holding company from time to time of RIVER PRIME Ltd and any subsidiary from time to time of a holding company of RIVER PRIME Ltd. Each company in a Group is a member of the Group.
- **Group Company** - in relation to a company, any member or/and affiliate of its Group.
- **Last Dealing Time** - the last day and time before which a Transaction may be dealt in, as set out in the customer account application otherwise notified to you, or otherwise the last day and (as the context requires) time on which the underlying instrument may be dealt in on the relevant Underlying Market.
- **Linked Transaction** - two or more Transactions in respect of which we agree not to call for, or apply, the full amount of Margin as a result of the relationship between such Transactions.
- **Manifest Error / Manifestly Erroneous** - a manifest or obvious misquote by us based on a price source on which we have relied in connection with any Transaction, having regard to the current market conditions at the time a Transactions is entered into, as determined by us.
- **Margin** - a deposit of funds or collateral acceptable to us to secure your liability to us for any losses which may be incurred in respect of the transaction or where we determine in our sole and absolute discretion that additional security is required from you where there is adverse movement in the price of a transaction.
- **Market** - any market subject to government or state regulation with established trading rules and trading hours including a Market.
- **Market Disruption** - any circumstance in which we reasonably believe the relevant market or exchange relating to a Transaction, our matching contract with our counterparty or any relevant foreign exchange related product is suspended, closed, materially impaired or cannot be relied upon.
- **Market Rules** - the rules, regulations, customs and practices from time to time including any exchange, clearing house or other organization or market involved in the conclusion, execution or settlement of a Transaction or any matching contract we enter into with a counterparty. This includes any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it.
- **Market Spread** - the difference between the bid and offer prices for a Transaction of equivalent size in an instrument, or a related Instrument, in the Underlying Market.
- **Money Laundering Requirements** - All applicable anti-money laundering laws and regulations to which RIVER PRIME Ltd and you are subject.
- **Normal Market Size** - the maximum number of stocks, shares, contracts or other units that we reasonably believe the Underlying Market to be good in at the relevant time, having regard, if appropriate, to the exchange market size set by the Stock Exchange or any equivalent or analogous level set by the Underlying Market on which the relevant instrument is traded.
- **Online Facility** - Our website, online trading platform and account review facility.
- **Open Position** - a Transaction which has not been closed in whole or in part under this Agreement.
- **Order Execution Policy** - the policy is available on the Website for clients' information.
- **Payment Date** - the date on which you will settle the amount due to us under a Transaction(s) in the currency and to the account specified by us to you in advance of such payment becoming due.
- **Reference Asset** - property of any description or an index or other factor designated in a CFD or Margin transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD or Margin transaction.
- **Risk Warning** – the risk warning provided on the Website.
- **Rolling Daily Transaction** - a Transaction which does not automatically expire at the end of the Business Day but are automatically 'rolled over' to the next Business Day.
- **Spread** - the difference between the lower and higher figures of a quoted two-way price for an Investment.
- **Termination Payment** - an amount payable by you to us in accordance with clause 38.
- **Transaction** - a transaction in options, futures and contracts for difference in foreign exchange, precious metals or commodities entered into between you and us including any transaction liable to Margin, unless otherwise stated.

- **Undated Transaction** - a Transaction with an indefinite contract period that is not capable of expiring automatically.
- **Undated Buy Transaction** - a Transaction to buy with an indefinite contract period that is not capable of expiring automatically.
- **Undated Sell Transaction** - a Transaction to sell with an indefinite contract period that is not capable of expiring automatically.
- **Underlying Market** - means the exchange and/or other similar body and/or liquidity pool on which an Instrument is traded or trading in that Instrument as the context requires.
- **Website** – www.riverprime.com.