PUPRIME

Client Service Agreement

More Than Trading

PU Prime Ltd

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RISK WARNING: Trading leveraged derivative products such as Foreign Exchange (Forex), Contracts for Difference (CFDs), or other financial derivative products carry a high level of risk to your capital. All these products, which are leveraged derivative products, may not be appropriate for all investors. The effect of leverage is that both gains and losses are magnified. The prices of leveraged derivative products may change to your disadvantage very quickly, you can lose more than your invested capital, and you may be required to make further payments. Before deciding to invest in any financial product, you should carefully consider your investment objectives, trading knowledge and experience, and affordability. You should only trade in Forex and CFDs if you have sufficient knowledge and experience of the risky nature of the products, the risks involved in trading such products, and if you are dealing with money that you can afford to lose. You should seek independent professional financial advice if you are in any doubt.

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1. Definitions – Interpretation of Terms

PU Prime is the commercial name of PU Prime Ltd (the “Company”, “us”, “we”, “our”, “ours” or “ourselves” as appropriate). PU Prime is authorised and regulated by the Financial Services Commission of Mauritius under License No. GB23202672. The Company is registered in Mauritius and located at Suite 201 Level 2, The Catalyst Building, 40 Silicon Avenue, Cybercity Ebene, Mauritius.

1.1 In this Client Services Agreement (hereinafter the "Agreement") the following terms shall, unless the context otherwise pledges, have the following meanings and may be used in the singular or plural as appropriate:

1.1.1 "Account" shall mean a transaction account of the Client at PU Prime

1.1.2 "Account Statement" shall mean a periodic statement of the transactions credited or debited to an Account

1.1.3 "Account Summary" shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time;

1.1.4 "Agent" shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity but in his/its own name;

1.1.5 Authorized Person" shall mean a person authorized by the Client to give instructions to PU Prime;

1.1.6 “Best Execution Policy" shall mean PU Prime's prevailing policy available at the website of the broker and the Trading Platform regarding best execution when executing client orders;

1.1.7 "Business Day" shall mean any day on which we are open for business;

1.1.8 "CFD Contract" or "CFD" shall mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant security or index;

1.1.9 "Client" shall mean the individual person, legal entity or firm being a

customer of PU Prime;

1.1.10 Client Classification" shall mean PU Prime's overall, product-, or transaction specific classification of Clients;

1.1.11 "Commercial use" shall mean any use of the Trading Platform by Clients which legal entities or firms are;

1.1.12 "Commissions, Charges & Margin Schedule" shall mean the schedule of commissions, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by PU Prime on a current basis. The Commissions, Charges & Margin Schedule is available on PU Prime's website and may be supplied to the Client on demand;

1.1.13 "Conflict of Interest Policy" shall mean PU Prime's prevailing policy regarding conflicts of interest which is available at the website;

1.1.14 "Contract" shall mean any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other securities or property, including any derivatives such as an option, a future, a CFD or other transaction relating thereto, entered into by PU Prime with the Client;

1.1.15 "Contract Option" shall mean a contract between PU Prime and a Client the terms of which correspond in all respects to the terms of an option, which is quoted, listed or ordinarily purchased or sold on and cleared through a regulated market place or another market;

1.1.16 "Counterparties" shall mean banks and/or brokers through whom PU Prime may cover its Contracts with Clients or with whom PU Prime otherwise deals in relation to Clients' transactions;

1.1.17 "Durable Medium" means any security which enables the Client to store information in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored;

1.1.18 "Events of Default" shall have the meaning given to this term in Clause 20;

1.1.19 "FIFO" is an abbreviation of "First in – First Out" and refers to the fact that in case one or more Contracts with the same characteristics shall be closed, PU Prime will as a point of departure close the older

Contract first;

1.1.20 "Inside Information" shall mean non-published information which is likely to have a noticeable effect on the pricing of a Contract if it was made public;

1.1.21 "Introducing Broker" shall mean a financial institution or advisor which is remunerated by PU Prime and/or clients for referral of clients to PU Prime And/or for provision of advice to such Clients and/or execution of such Clients' transactions towards PU Prime;

1.1.22 "Margin Trade" shall mean a Contract opened and maintained based on a margin deposit as opposed to a Contract based on a purchase price;

1.1.23 "Market Maker" shall mean a professional participant in the financial markets who continuously offers purchase and sale prices for securities in order to buy and sell respectively in the event of interested Clients. Should PU Prime be a Market Maker it would in relation to a transaction be the Client's immediate counterpart;

1.1.24 "Market Rules" shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organisations or market involved in, or otherwise relevant to, the conclusion, execution, terms or settlement of a transaction or Contract and any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;

1.1.25 "Net Free Equity" is a basis of calculation of interest which is calculated in accordance with the definition specified in PU Prime's Commissions, Charges & Margin Schedule;

1.1.26 "Off quotes" means the error message in the MT4/MT5 platform, indicating that no price is currently available or the last prices are no longer considered valid market prices. This error typically occurs in two scenarios: when there is a disruption in connectivity with the trading platform, or when the best available price for asset falls outside the specified maximum deviation range. Off quotes are frequently encountered during volatile markets or low liquidity periods.

1.1.27 "OTC" shall mean any Contract concerning a commodity, security, currency or other securities or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but "over the counter";

1.1.28 "Private use" shall mean any use of the Trading Platform by Clients that are physical persons;

1.1.29 "Principal" shall mean the individual person or the legal entity which is a party to a transaction;

1.1.30 "PU Prime" shall mean PU Prime Ltd (Mauritius), a securities dealer authorised and regulated by the Financial Services Commission of Mauritius under License No. GB23202672 and with a registered address at Suite 201 Level 2, The Catalyst Building, 40 Silicon Avenue, Cybercity Ebene, Mauritius. PU Prime Ltd (Mauritius) is trading as “PU Prime”.

1.1.31 "Quoting Error" means a liquidity provider error, a software error, a typographical error or obvious mistake in a quote or indication and includes quoting delays.

1.1.32 "Security" shall mean any securities or other assets deposited with PU Prime by the Client;

1.1.33 "Services" shall mean the services to be provided by PU Prime subject to the Agreement;

1.1.34 "Settlement/Trade Confirmation" shall mean a notification from PU Prime to the Client confirming the Client's entry into a Contract;

1.1.35 “Suspicious Trading Activity” shall mean any belief or decision of PU Prime, reasonably formed or made and whether or not communicated to the Client, that the Client has, either acting alone or with other persons, used the Online Service in a way which affects the integrity or effective functioning of the Online Services or PU Prime’s for CFDs and Margin FX, or the market for the Underlying Asset to which the CFD or Margin FX contract relates whether or not such conduct is also illegal or also constitutes market abuse. Such conduct includes but is not limited to:

a) entering into Orders or combination of Orders such as holding long

and short positions in the same or similar Underlying Assets at similar times, irrespective of how the Account(s) have been funded (for example, but not limited to, personal deposits);

b) entering into Orders or combinations of Orders in respect of Underlying Assets the Client has entered into a transaction in an underlying market for the Underlying Asset;

c) entering into Orders or combination of Orders with intention of exploiting wider-than-usual spreads during abnormal period of thin liquidity by scalping with market/limit orders;

d) entering into Orders or combination of Orders with intention of exploiting the price gap with over-leveraged position prior to market closure or certain public announcements;

e) engaging in any trading activities with intention of abusing the Negative Balance Protection Facility; or

f) engaging in any trading behaviors which are deemed exploitative, dishonest, abusive, or a good faith violation.

1.1.36 "Trading Platform" shall mean any online trading platform made available by PU Prime under the Agreement;

1.2 If there is any conflict between this Agreement and relevant Market Rules, the Market Rules shall prevail.

1.3 In this Agreement any reference to an individual person shall include body's corporate, unincorporated associations, partnerships and individuals.

1.4 Headings and notes in this Agreement for reference only and shall not affect the contents and interpretation of the Agreement.

1.5 In this Agreement references to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).

2. Risk Acknowledgement

2.1 The Client acknowledges, recognizes and understands that trading and investments in leveraged as well as non-leveraged Contracts is:

2.1.1 highly speculative;

2.1.2 may involve an extreme degree of risk; and

2.1.3 Is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit.

2.2 The Client acknowledges, recognizes and understands that:

2.2.1 because of the low margin normally required in Margin Trades, price changes in the underlying asset may result in significant losses, which losses may substantially exceed the Client's investment and margin deposit;

2.2.2 when the Client directs PU Prime to enter into any transaction, any profit or loss arising as a result of a fluctuation in the value of the asset or the underlying asset will be entirely for the Client's account and risk;

2.2.3 the Client warrants that the Client is willing and able, financially and otherwise, to assume the risk of trading in speculative investments;

2.2.4 the Client agrees not to hold PU Prime responsible for losses incurred as a consequence of PU Prime carrying the Client's account and following its recommendations or suggestions or those of its employees, associates or representatives, unless PU Prime has exercised gross negligence in connection herewith;

2.2.5 The Client is aware of the fact that unless it is otherwise specifically agreed, PU Prime shall not conduct any continuous monitoring of the transactions already entered into by the Client neither individually nor manually. Hence, PU Prime cannot be held responsible for the transactions developing differently from what the Client might have pre-supposed and/or to the disadvantage of the Client;

2.2.6 the Client accepts that guarantees of profit or freedom from loss are

impossible in investment trading; and

2.2.7 the Client accepts that the Client has received no such guarantees or similar representations from PU Prime, from an Introducing Broker, or representatives hereof or any other entity with whom the Client is conducting a PU Prime account

2.2.8 The Client represents and warrants that they are at least 18 years old and have attained the age of majority, and otherwise have full legal capacity under the laws applicable to them, to enter into this Agreement and use the Platform and Services.

3. Client Classification

3.1 PU Prime attaches different levels of regulatory protection to each category and hence to Clients within each category. In particular, Retail Clients are afforded the most regulatory protection; Professional Clients are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.

3.2 PU Prime offers its Clients the possibility to request reclassification online and thus to increase or decrease the level of regulatory protections afforded. Where a Client requests a different categorization (either on an overall level or on a product level), the Client needs to meet certain specified quantitative and qualitative criteria.

3.3 On the basis of the Client's request, PU Prime undertakes an adequate assessment of the expertise, experience, and knowledge of the Client to give reasonable assurance, in the light of the nature of transactions or services envisaged that the Client is capable of making his/her own investment decisions and understanding the risks involved. However, if the above-mentioned criteria are not met, PU Prime reserves the right to choose whether to provide services under the requested classification.

4. Services

4.1 Subject to the Client fulfilling its obligations under this Agreement, PU Prime may enter into transactions with the Client in the following

securities;

4.1.1 Futures, and CFDs on commodities, securities, interest rate and debt securities, stock or other indices, currencies and base and precious metals;

4.1.2 Securities, including shares, bonds, and other debt Securities, including government and public issues;

4.1.3 Options and warrants to acquire or dispose of any of the Securities above, including options and Contract Options;

4.1.4 Managed assets whether as OTC or stock exchange traded Securities; and

4.1.5 Such other investments as PU Prime may from time to time agree.

4.2 The Services provided by PU Prime may involve:

4.2.1 Margined transactions; or

4.2.2 Transactions in Securities which are: traded on exchanges which are not recognized or designated investment exchanges; and/or not traded on any stock or investment exchange; and/or not immediately and readily realizable.

4.3 Orders may be placed as market orders to buy or sell as soon as possible at the price obtainable in the market, or on selected products as limit and stop orders to trade when the price reaches a pre-defined level. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are executed consistent with "PU Prime's Best Execution Policy" and are not guaranteed executable at the specified price or amount, unless explicitly stated by PU Prime for the specific order.

4.4 In relation to any transaction or Contract, PU Prime will affect such transaction or Contract as Principal unless it is specifically agreed that PU Prime shall act as Agent for the Client.

4.5 The Client shall, unless otherwise agreed in writing, relative to PU Prime

enter into Contracts as Principal.

4.6 If the Client acts as Agent, regardless of whether the Client identifies the Principal to PU Prime, PU Prime shall not be obliged to accept the said Principal as a client, and consequently PU Prime shall be entitled to consider the Client as Principal in relation to the Contract.

4.7 When the Client enters into a Contract Option with PU Prime, PU Prime will act as counterparty to the Client. PU Prime will enter into a contract with a Counterparty which is identical in all respects to the contract between PU Prime and the Client. The Counterparty will in turn enter into a contract on the relevant exchange (unless Market Rules requires the Counterparty to act as PU Prime's agent in which case PU Prime will enter into a contract on the exchange). The Client is contracting with PU Prime and has no right of recourse against PU Prime’s Counterparties or any right over contracts between PU Prime and its Counterparties.

4.8 In the event PU Prime shall not provide advice, information or recommendations to the Client PU Prime shall not be responsible for the profitability of such advice, information or recommendation as further stipulated in Clause 21, and the Client acknowledges, recognizes and understands that:

4.8.1 All transactions in exchange-traded investments and many Contracts will be effected subject to, and in accordance with, Market Rules;

4.8.2 Market Rules usually contain far-reaching powers in an emergency or otherwise undesirable situation;

4.8.3 If any exchange or clearing house takes any action which affects a transaction or Contract, directly or indirectly, including any Contract Option, then PU Prime is entitled to take any action relevant to the situation and reasonable to the parties in the interests of the Client and/or PU Prime;

4.8.4 PU Prime shall not be liable for any loss as further stipulated in Clause 22.3 and suffered by the Client as a result of the acts or omissions of any exchange or clearing house or any action reasonably taken by PU Prime as a result of such acts or omissions unless PU Prime has exercised gross negligence in connection hereby;

4.8.5 Where any transaction is effected by PU Prime as Agent for the Client, delivery or payment (as appropriate) by the other party to the transaction shall be at the Client's entire risk;

4.8.6 PU Prime's obligation to deliver investments to the Client or to account to the Client or any other person on the Client's behalf for the proceeds of sale of investments shall be conditional upon receipt by PU Prime of deliverable documents or sale proceeds (as appropriate) from the other party or parties to the transaction;

4.8.7 PU Prime may in whole or in part, on a permanent or temporary basis withdraw any account facility provided by PU Prime to the Client. Situations where PU Prime may take such action include situations where:

- PU Prime considers that the Client may be in possession of Inside Information;
- PU Prime considers that there are abnormal trading conditions; or
- PU Prime is unable to calculate prices in the relevant Contract due to the unavailability of the relevant market information.

PU Prime informs the Client of the withdrawal and the reasons for it, where possible, before the withdrawal and if this is not possible immediately thereafter, unless giving such information would compromise objectively justified security reasons;

4.9 Normally PU Prime shall not provide any advice to the Client on any tax issues related to any Services. The Client is advised to obtain individual independent counsel from its financial advisor, auditor or legal counsel with respect to tax implications of the respective Services.

4.10 Notwithstanding any other provision of this Agreement, in providing its Services, PU Prime shall be entitled to take any action considered necessary and reasonable to ensure compliance with the Market Rules and all other applicable laws and regulatory decisions.

5. Dealings between PU Prime and the Client

5.1 The Client may provide PU Prime with oral or written instructions (which shall include instructions provided via the internet or by e-mail as described below). PU Prime shall acknowledge the reception of the instructions orally or in writing, as appropriate.

5.2 The Client shall inform PU Prime in writing of the persons the Client has granted a Power of Attorney to instruct PU Prime on behalf of the Client. For practical reasons, PU Prime can only undertake to register one Power of Attorney for the Client. If the Client at any time wishes to revoke such a Power of Attorney, to change the extent of the Power of Attorney, or grant Power of Attorney to a different person this shall also be informed to PU Prime in writing. PU Prime is in accordance with general rules regarding Power of Attorneys entitled to receive instructions from any person authorized by the Client as well as persons who appear authorized.

5.3 In addition to the terms listed on PU Prime's website and the terms stated in Section 6 regarding the Trading Platform, the following terms apply to Contracts executed on the internet:

5.3.1 PU Prime shall not undertake the risk towards Clients for any loss, expense, cost or liability suffered or incurred by the Client due to failure of the system, transmission failure or delays or similar technical errors unless PU Prime has exercised gross negligence in connection herewith, notwithstanding Clause 6.9;

5.3.2 PU Prime may offer real-time tradable prices to the Client. Due to delayed transmission between the Client and PU Prime the price offered by PU Prime may have changed before an order from the Client is received by PU Prime. If automatic order execution is offered to the Client, PU Prime shall be entitled to change the price on which the Client's order is executed to the market value at the time at which the order from the Client was received;

5.3.3 Prices offered by PU Prime regarding the sale, purchase or exercise of Contract Options reflect the price of the relevant exchange traded product. Due to delays from the Client's execution of an order or

instruction regarding a Contract Option to the execution of the relevant exchange traded product on the exchange, the price as listed on the Trading Platform is subject to change, in order for the Contract Option to reflect the price of the relevant exchange traded product at the time of its execution or exercise (as applicable);

5.3.4 The Trading Platform may be available in several versions, which may be differentiated in various aspects including, but not limited to the level of security applied, products and services available etc. PU Prime shall not be liable to the Client for any loss, expense, cost or liability suffered or incurred by the Client due to the Client using a version different from PU Prime's standard version with all available updates installed;

5.3.5 The Client shall be responsible for all orders, and for the accuracy of all information, sent via the internet using the Client's name, password or any other personal identification means implemented to identify the Client;

5.3.6 The Client is obliged to keep passwords secret and ensure that third parties do not obtain access to the Client's trading facilities;

5.3.7 If the Trading Platform is used for Commercial use the Client is liable to PU Prime for Contracts executed by use of the Client's password even if such use might be wrongful;

5.3.8 Regardless of the fact that the Trading Platform might confirm that a Contract is executed immediately when the Client transmits instructions via the Trading Platform, it is the Settlement/Trade Confirmation forwarded by PU Prime or made available to the Client on the Trading Platform which solely constitutes PU Prime's confirmation of execution.

5.4 Any instruction sent via the Trading Platform or by e-mail by the Client shall only be deemed to have been received and shall only then constitute a valid instruction and/or binding Contract between PU Prime and the Client when such instruction has been recorded as executed by PU Prime and confirmed by PU Prime to the Client through the Settlement/Trade Confirmation and/or Account Statement, and the mere transmission of an

instruction by the Client shall not constitute a binding Contract between PU Prime and the Client.

5.5 The Client shall promptly give any instructions to PU Prime, which PU Prime may require. If the Client does not give such instructions promptly, PU Prime may, at its reasonable discretion, take such steps at the Client's cost, as PU Prime considers necessary or desirable for its own protection or the protection of the Client. This provision is similarly applicable in situations when PU Prime is unable to obtain contact with the Client.

5.6 If the Client does not provide PU Prime with notice of its intention to exercise an option, a Contract Option or another Contract which requires an instruction from the Client at the time stipulated by PU Prime, PU Prime may treat the option or Contract as abandoned by the Client. If the Client wishes to exercise an option, Contract Option or another Contract, the Client must provide PU Prime with notice thereof in reasonable time (and within applicable cut-off times) for PU Prime to exercise the corresponding right under any contract equivalent to the Contract Option that PU Prime has entered into with any Counterparty. Contract Options (put and call) that close one tick or more in the money on the last trading day will automatically be exercised, regardless of whether the Client has purchased or sold the Contract Option. The Client cannot instruct PU Prime not to exercise Contract Options that are in the money at expiry and cannot at any time instruct PU Prime to exercise Contract Options that are out of the money.

5.7 PU Prime applies a random method of assignment among its Clients' Contract Options when PU Prime is notified by its Counterparties that one or more short option positions have been assigned. PU Prime's allocation method randomly selects short Contract Options among all PU Prime's Clients' positions, including Contract Options opened immediately prior to the assignment. All short Contract Options are liable for assignment at any time. If a short Contract Option is assigned, the Client is obliged, within the applicable time of delivery, to deliver the relevant amount of cash or assets in the case of a call Contract Option and the relevant amount of cash in the case of a put Contract Option, to effect settlement.

5.8 PU Prime may (but shall not in any circumstances be obliged to) require confirmation in such form as PU Prime may reasonably request if an instruction is to close an Account or remit money due to the Client or if it appears to PU Prime that such confirmation is necessary or desirable.

5.9 Pursuant to general rules regarding power of attorney the Client is accountable to PU Prime for losses which PU Prime may suffer as a result of instructions from a person who has explicitly or tacit power of attorney to give PU Prime instructions on behalf of the Client.

5.10 PU Prime reserves the right in its absolute discretion to cancel, unwind, close out, repair, reinstate or take other action it may deem necessary with respect to open or closed trades of Client or instructions from the Client where the trades executed or instructions submitted would be in violation of, but not limited to, the Agreement, securities markets legislation, usual market practices, legislation on money laundering or financial terrorism crime or insider trading or if the Client is using or has otherwise engaged proprietary or third party malicious and manipulative software or plugins or general trading style that in PU Prime's, its eligible counterparties' or liquidity providers' view, has the actual, suspected or potential nature of breaching the Agreement or relevant securities markets legislation or PU Prime believes that to execute its absolute discretion with the regards to the above matters is necessary to protect its own interests, or the interests of its Clients.

5.11 In general, PU Prime shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act consistent with the broker's Best Execution Policy. However, if after instructions are received, PU Prime believes that it is not reasonably practicable to act upon such instructions within a reasonable time, PU Prime may defer acting upon those instructions until it is, in PU Prime's reasonable opinion, practicable to do so or as soon as possible notify the Client that PU Prime is refusing to act upon such instructions.

5.12 It is possible that errors may occur in the prices of transactions quoted by PU Prime. In such circumstances, without prejudice to any rights it may have, PU Prime shall not be bound by any Contract which purports to have been made (whether or not confirmed by PU Prime at a price which:

i PU Prime is able to substantiate to the Client was manifestly incorrect at the time of the transaction; or

ii Was, or ought to have reasonably been known by the Client to be incorrect at the time of the transaction. In which case PU Prime reserves the right to either

- cancel the trade all together or
- correct the erroneous price at which the trade was done to either the price at which PU Prime hedged the trade or alternatively to the historic correct market price.

5.13 Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices (commonly known as "sniping") are not accepted by PU Prime. Provided that PU Prime can document that there on the time of the conclusion of the trade were errors in prices, commissions, or in the Trading Platform, and provided PU Prime can render probable that the Client, based on its trading strategy or other provable behavior, deliberate and/or systematically has exploited or attempted to exploit such an error, PU Prime is entitled to take one or more of the following countermeasures:

i adjust the price spreads available to the Client;

ii restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only;

iii retrieve from the Client's account any historic trading profits that PU Prime can document have been gained through such abuse of liquidity at any time during the client relationship; and/or

iv Terminate the client relationship immediately by giving written notice.

5.1 The Client represents and warrants to PU Prime that:

i. the Client will place Orders wholly or predominantly for business and investment purposes and not for personal, domestic or household use

or consumption.

ii. execution and delivery by the Client of this Agreement, and performance of all the Client's obligations contemplated under this Agreement does not violate any Law applicable to the Client.

iii. all information provided by the Client to PU Prime is true, correct and complete, and the Client will notify PU Prime promptly of any changes to such information.

iv. the Client shall make ongoing disclosure to PU Prime of any matters that may affect the operation of this Agreement or of the ability of the Client to pay Margin Calls or to remain solvent.

v. The Client will not, either acting alone or with others, engage in conduct which results in Suspicious Trading Activity. If PU Prime has reasonable ground to suspect that the Client engages in Suspicious Trading Activity, PU Prime reserves the right to temporarily or permanently suspend the Client's trading account, recover any losses incurred in connection with the Suspicious Trading from the Client and/or void the Client's Orders and cancel any associated profits, with immediate effect.

5.2 If the Client is more than one person (for example, joint accountholders):

i the liabilities of each such person shall be direct, joint and several;

ii PU Prime may act upon instructions received from anyone person who is, or appears to PU Prime to be, such a person, whether or not such person is an Authorized Person;

iii any notice or other communication provided by PU Prime to one such person shall be deemed to have been provided to all such persons; and

iv The rights of PU Prime under Clause 20 shall apply if an event described in Clause 20 shall be deemed to have occurred in respect of any one of such persons.

5.3 The Client agrees that PU Prime may record all telephone conversations, internet conversations (chat), and meetings between the Client and PU

Prime and use such recordings, or transcripts from such recordings, as evidence towards any party (including, but not limited to, any regulatory authority and/or court of law) to whom PU Prime at its reasonable discretion sees it to be desirable or necessary to disclose such information in any dispute or anticipated dispute between PU Prime and the Client. However, technical reasons may prevent PU Prime from recording a conversation, and recordings or transcripts made by PU Prime will be destroyed in accordance with PU Prime's normal practice. Consequently, the Client should not rely on such recordings to be available.

5.4 When the Client instructs PU Prime to enter into a position opposite to one or more of the Client's open positions, PU Prime will close out the opposite position in accordance with the FIFO principles unless the position has related orders or otherwise agreed.

5.5 The Client acknowledges that PU Prime has the right to, but not the obligation to close directly opposite positions. This applies not only when the positions are held on the on the same account, but also when they are held on separate accounts.

5.6 If the Client operates several Accounts (or subaccounts) and opposite positions are opened on different Accounts (or sub-accounts), PU Prime shall not close out such positions. The Client is specifically made aware that unless closed manually, all such positions may be rolled over on a continuous basis and thereby consequently all incur a cost for such roll-over.

5.7 The Client agrees that PU Prime has the right to delay, decline or reverse any Order if PU Prime reasonably:

i. suspects that the transaction might be unlawful or might be associated with financial crime;

ii. suspects that the Client has engaged in Suspicious Trading Activity;

iii. believes that by carrying out the transaction PU Prime might breach our compliance obligations; or

iv. believes that the Client is in breach of this Agreement.

5.8 It is hereby agreed that the PU Prime shall exercise its discretion in investigating clients' accounts. Based on the findings it may proceed with notifying client(s) that their account is under investigation whereas PU Prime reserves the right to proceed with immediate account termination, with or without prior notification to the client of the said breach of the Client Agreement. PU Prime is further entitled to reverse any profits accrued from suspicious trading and/or terminate the trading account and/or any account which can be found to be associated with such practices.

6. Special Note on the Use of the Trading Platform

6.1 The technical requirements to which the Client's IT equipment, operating system, Internet connection etc. shall conform are described on PU Prime's website.

6.2 The Client shall enter his user ID and password when logging on to the Trading Platform. The Client should memorize the password. The Client is obligated to notify PU Prime without undue delay on becoming aware of unauthorized use of the Trading Platform, or if the Client suspects that the password has been misappropriated by a third party, the Client shall contact PU Prime immediately to block his Trading Platform. The Client can then order a new password. The Client is for a period of 18 months after notification entitled to request PU Prime to provide the Client with the means to prove that he made such notification.

6.3 The Client can block his Trading Platform at any time by contacting PU Prime. Blocking the Trading Platform prevents other people from accessing it. Open orders and positions placed on the platform before the blocking will not be affected by the blocking unless the Client specifically requests so, and the Client is responsible for deciding about his positions.

6.4 The right to use the Trading Platform is personal, and the Client shall not allow other persons to use his user ID and/or his password. If the Client wants to allow a third party to trade on the Client's account, the Client shall issue a separate power of attorney to the relevant third party. The power of attorney shall be written on one of PU Prime's power of attorney

forms. The issue of the power of attorney shall be approved by PU Prime.

6.5 From the Trading Platform the Client can print reports on trading activities and his account balances.

6.6 Where the Client has placed an order which he subsequently regrets, the Client may request that the order be cancelled up until the time of execution. The Client is aware that PU Prime is under no obligation to cancel the order. A request for cancellation or an order can be made via the Trading Platform or by calling PU Prime Sales Trading. Requests concerning cancellation of orders generated when the margin is exceeded can only be made to PU Prime Sales Trading. An order shall not be considered to be cancelled until the Client has received a written confirmation from PU Prime.

6.7 The Client shall not be liable for unlawful use of the Trading Platform occurring after the Client has informed PU Prime.

6.8 Where the Trading Platform is used for Private Use, PU Prime shall be liable for direct losses resulting from defectively executed orders, unless defectively executed order is due to conditions for which the Client is liable. PU Prime shall not be liable for any indirect losses.

6.9 PU Prime shall not be liable for losses in cases of abnormal and unforeseeable circumstances beyond the control of PU Prime pleading for the application of those circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary.

6.10 If the Trading Platform is used for Commercial use PU Prime shall not be liable for any indirect losses and/or losses resulting from:

i Operational failures preventing the use of the Trading Platform;

ii Interruptions preventing the Client from accessing the Trading platform;

iii Use of the Internet as a means of communication and transport;

iv Damage caused by matters relating to the Client's own computer systems.

6.11 PU Prime shall not be responsible for losses resulting from the Client's installation and use of the computer programs used on the Trading

Platform, unless such liability follows from indispensable rules of law. Where the Trading Platform is used for Commercial Use, the Client shall be responsible for ensuring that the Trading Platform is adequately insured against direct and indirect losses which may result from the installation and use of the computer programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of data which, should such data be lost, might result in losses for the Client.

6.12 PU Prime reserves the right to archive or disable the Client Account that is inactive (no trading and/or deposit/withdrawal activity) for at least 90 calendar days and has a balance of equal or less than 10 euros or equivalent in other currencies. The Client Account may be restored from archive only to generate a report/statement and not for trading or depositing. Restored Client Account is again put back to archive once the report/statement is generated. The Client may always open a new trading account and is allowed to transfer any archived balance to the new account. PU Prime is not obligated to inform the Client prior to or after activation/disabling.

6.13 While PU Prime will make every reasonable effort to process the Client's Order promptly, in the absence of gross negligence or wilful misconduct, PU Prime cannot be held liable for delays, damages, failures, or errors in the completion of the Order, including instances of off quotes situations. In the event of a quoting or off quote error, PU Prime:

i. is not liable and responsible for any damages, claims, losses, liabilities, or costs arising from the error;

ii. reserves the right to restrict or suspend the trading activities of the involved Client until further notice; and

iii. reserves the right to make the required adjustments to rectify the error.

6.14 Any dispute arising from a quoting or off quote error will be resolved on the basis of the fair market value, as determined by PU Prime acting reasonably, of the relevant currency at the time such error occurred.

7. Margins, Security, Payments And Delivery

7.1. The Client shall pay to PU Prime on demand:

i Such sums of money by way of deposits, or as initial or variation margin as PU Prime may require. In the case of a Contract effected by PU Prime on an exchange, such margin shall be not less than the amount or percentage stipulated by the relevant exchange plus any additional margin that PU Prime at its reasonable discretion may require

ii such sums of money as may from time to time be due to PU Prime under a Contract and such sums as may be required in or towards clearance of any debit balance on any Account;

iii such sums of money as PU Prime may from time to time require as security for the Client's obligations to PU Prime; and

iv Any amount to maintain a positive cash balance on any and all Account(s).

7.2. When dealing with Contract Options PU Prime will enter into a contract with its Counterparties which is identical in all respects to the Contract Option between PU Prime and the Client and PU Prime may under such Counterparty contract be required to deliver additional margin from time to time. PU Prime may without notice change the margin requirement towards the Client to reflect changes in applicable margin requirements for PU Prime from time to time under any Counterparty contract.

7.3. If the Client makes any payment which is subject to any price fluctuations, withholding or deduction, the Client shall pay to PU Prime such additional amount to ensure that the amount actually received by PU Prime will equal the full amount PU Prime would have received had no price fluctuations, withholding or deduction been made.

7.4. Payments into the Client's account are deposited by PU Prime on the condition of PU Prime receiving the amount in question. This shall apply irrespective of whether it has been explicitly stated in receipts or other

notices of or requests for payment.

7.5. With the prior written agreement of PU Prime on each occasion, the Client may deposit Security with PU Prime or provide PU Prime with a guarantee or indemnity from a person and in a form acceptable to PU Prime instead of cash for the purpose of complying with its obligations. The Client is made specifically aware that PU Prime at its reasonable discretion may determine the value by which Security shall be registered and consequently contribute to PU Prime's demand towards the Client and PU Prime may continuously change such value of Security without prior notice to the Client.

7.6. The Client is made aware that securities held or deposited on the Client's account with PU Prime the Client cannot put up as collateral or guarantee for any of the Client's obligations towards a third party.

7.7. Any Security will be held by an intermediate broker or eligible custodian, appointed by PU Prime, and the intermediate broker or eligible custodian shall be responsible for claiming and receiving all interest payments, income and other rights accruing to the Client.

7.8. PU Prime is with the Client's specific consent entitled to:

i pass on any money or Security received from the Client in order to satisfy PU Prime's obligations to any third party;

ii charge, pledge or grant any security arrangement over Security in order to satisfy PU Prime's obligations to any third party in which case the Security may or may not be registered in the Client's name;

iii lend Security to any third party in which case the Security may or may not be registered in the Client's name; and

iv Return to the Client other Security than the original Security.

7.9. PU Prime shall not be obliged to account to the Client for any income received by PU Prime as a result of carrying out any of the activities described in this Clause.

7.10. The Client shall be obliged to promptly deliver any money or property deliverable by it under a Contract in accordance with the terms of that Contract and with any instructions given by PU Prime for the purpose of

enabling PU Prime to perform its obligations under any corresponding Contract entered into between PU Prime and a third party.

7.11. If the Client fails to provide any margin, deposit or other sum due under this Agreement in respect of any transaction PU Prime may close any open position without prior notice thereof to payment of any amounts due to PU Prime. This is further regulated in Clause 8.2 and Clause 19.

7.12. If the Client fails to make any payment when it falls due, the Client shall pay interest (from the due date and until payment takes place) on the outstanding amount at the rate stated in the Commissions, Charges & Margin Schedule section on our website.

7.13. The Client is advised that PU Prime shall have the right, in addition to any other rights it may have under this Agreement, to limit the size of the Client's open positions (net or gross) and to refuse orders to establish new positions. PU Prime will inform the Client as soon as possible regarding such refused orders and the reason for the refusals. Situations where PU Prime may exercise such right include, but are not limited to, where:

i PU Prime has reason to believe that the Client may be in possession of Inside Information;

ii PU Prime considers that there are abnormal trading conditions;

iii the value of the Client's Security (as determined by PU Prime in accordance with Clause 7.4) falls below the minimum margin requirement as defined in PU Prime’s Commissions, Charges & Margin Schedule; or

iv The Client has a negative cash-balance on any Account.

7.14. Settlement of Contract Options shall correspond to the settlement of the relevant exchange traded option in accordance with the market rules and terms and conditions applicable to the relevant exchange traded option. For Contract Options on cash settled options, final settlement requires payment of the cash difference between the value of the underlying option and the strike price. For Contract Options regarding physically settled options, the Contract Options will settle into the respective contract, stock

or other security. Contract Options regarding options on futures will settle into a future acquired at the strike price. PU Prime will only allow the Client to trade Contract Options on Contracts with physical delivery if the Contract Option expires before the underlying Contract. PU Prime will require Clients to close any Contract with physical delivery of commodities before they can be exercised (i.e. PU Prime does not support physical delivery of commodities).

8. Margin Trades

8.1. On the date of the opening of a Margin Trade between PU Prime and the Client, PU Prime may require the Client to have margin on the Account at least equivalent to PU Prime's initial margin requirement.

8.2. PU Prime's margin requirement shall apply throughout the term of the Margin Trade. It is the Client's responsibility continuously to ensure that sufficient margin is available on the Account at any time. If practicably possible PU Prime shall notify the Client if the margin requirements are not met. If, at any time during the term of a Margin Trade, the margin available on the Account is not sufficient to cover PU Prime's margin requirement, the Client is obliged to reduce the amount of open Margin Trades or transfer adequate funds to PU Prime. Even if the Client takes steps to reduce the size of open Margin Trades or to transfer sufficient funds to PU Prime, PU Prime may close one, several or all of the Client's Margin Trades or part of a Margin Trade and/or liquidate or sell securities or other property at the Client's account at its sole discretion without assuming any responsibility towards the Client for such action.

8.3. If PU Prime due to insufficient margin, cf. Clause 8.2, may close one, several or all of the Client's Margin Trades, the Client shall expect, unless otherwise agreed and confirmed by PU Prime that all of the Client's open Margin Trades will be closed.

8.4. If the Client has opened more than one Account, PU Prime is entitled to transfer money or Security from one Account to another, even if such transfer will necessitate the closing of Margin Trades or other trades on the Account from which the transfer takes place.

8.5. PU Prime's general margin requirements for different types of Margin Trades are displayed on PU Prime's web site. However, PU Prime reserves the right to determine specific margin requirements for individual Margin Trades.

8.6. The Client is specifically made aware that the margin requirements are subject to change without notice. When a Margin Trade has been opened, PU Prime is not allowed to close the Margin Trade at its discretion but only at the Client's instruction or according to PU Prime's rights under this Agreement. However, PU Prime will increase the margin requirements if PU Prime considers that its risk on a Margin Trade has increased as compared to the risk on the date of the opening.

9. Accounts

9.1. PU Prime will make available to the Client a Settlement/Trade Confirmation in respect of any transaction or Contract entered into by PU Prime with or for the Client and in respect of any open position closed by PU Prime for the Client. Settlement/Trade Confirmations will normally be available instantly following the execution of the transaction.

9.2. An Account Summary and Account Statement are available to the Client through the Trading Platform. The Account Summary will normally be updated periodically during PU Prime's opening hours. The Account Statement will normally be updated every Business Day with information for the previous Business Day. By accepting this Agreement the Client agrees not to receive any Account Statements or Account Summaries in printed form from PU Prime other than upon specific request.

9.3. Any notice or other communication to be provided by PU Prime under the Terms, including Account Statements and Settlement/Trade Confirmations, may be sent by PU Prime at its option to the Client in electronic form by e-mail or by display on the Client's account summary on the Trading Platform. The Client is obliged to provide PU Prime with an e-mail address for this purpose. An e-mail message is considered received by the Client when sent from PU Prime. PU Prime is not responsible for any delay, alteration, re-direction or any other modification

the message may undergo after transmission from PU Prime. A message on the Client's account on the Trading Platform is considered received by the Client when PU Prime has placed the message on the Trading Platform. It is the responsibility of the Client to ensure that the Client's software and hardware setup does not stand in the way of the Client receiving e-mails or get access to the Trading Platform from PU Prime.

9.4. The Client is obliged to verify the contents of each document, including documents sent in electronic form from PU Prime. Such documents shall, in the absence of manifest error, be deemed conclusive unless the Client notifies PU Prime in writing to the contrary immediately after having received such document. In the event that the Client believes to have entered into a transaction or Contract, which should have produced a Settlement/Trade Confirmations or otherwise a posting on the Client's account, but the Client has not received such confirmation, the Client must inform PU Prime immediately when the Client ought to have received such confirmation. In the absence of such information the transaction or Contract may at PU Prime's reasonable discretion be deemed non-existent.

10. Commissions, Charges, and Other Costs

10.1. The Client shall be obliged to pay to PU Prime the commissions and charges set out in the Commissions, Charges & Margin Schedule which will be available at www.pu.

10.2. PU Prime may vary such commissions and charges without notice when the change is to the Client's advantage, or the grounds for changes are due to external circumstances beyond PU Prime's control. Such circumstances are:

i Changes in the relationship with PU Prime's counterparties, which affect PU Prime cost structures; and/or

ii Changes in commissions and charges from exchanges, clearing houses, information providers or other third-party providers that are passed on to the Client by PU Prime.

10.3. PU Prime may vary such commissions and charges, with one month's notice if:

- **i** market conditions, including competitive behavior, call for changes to PU Prime conditions;
- **ii** PU Prime for commercial reasons wishes to change its general cost and pricing structure; and/or
- **iii** Significant particulars of the Client, based on which individual conditions were provided, have changed.

10.4. In addition to such commissions and charges, the Client shall be obliged to pay all applicable VAT and other taxes, storage and delivery charges, exchange and clearing house fees and all other fees incurred by PU Prime in connection with any Contract and/or in connection with maintaining the Client relationship.

10.5. Furthermore, PU Prime shall be entitled to demand that the following expenses are paid separately by the Client:

- **i** all extraordinary disbursements resulting from the client relationship e.g. telephone, telefax, courier, and postal expenses in case the Client requests hardcopy Settlement/Trade Confirmations, Account Statements etc. which PU Prime could have delivered in electronic form;
- **ii** any expenses of PU Prime, caused by non-performance by the Client, including a fee determined by PU Prime in relation to forwarding of reminders, legal assistance etc.
- **iii** any expenses of PU Prime in connection with replies to inquiries by public authorities, including a fee determined by PU Prime in relation to forwarding of transcripts and enclosures and for the preparation of copies;
- **iv** administration fees in connection with security deposits, and any expenses of PU Prime in relation to a pledge, if provided, including any insurance premium payments; and

v Any expenses of PU Prime in connection with auditor's comments/reports if such is requested by the Client.

10.6. The fees will be charged either as a fixed amount corresponding to payments effected, or as a percentage or hourly rate corresponding to the service performed. The methods of calculation can be combined. PU Prime reserves the right to introduce new fees.

10.7. PU Prime may share commissions and charges with its associates, Introducing Brokers or other third parties or receive remuneration from them in respect of Contracts entered into by PU Prime. Details of any such remuneration or sharing arrangement will not be set out on the relevant Settlement/Trade Confirmations. PU Prime (or any associate) may benefit from commission, mark-up, mark-down or any other remuneration where it acts for the Counterparty to a Contract.

10.8. PU Prime will upon reasonable request and to the extent possible disclose to the Client the amount of commission, mark-up, mark-down or any other remuneration paid by PU Prime to any Introducing Broker or other third party.

10.9. Unless specified otherwise in this Agreement, all amounts due to PU Prime (or Agents used by PU Prime) under this Agreement shall, at PU Prime's option:

i be deducted from any funds held by PU Prime for the Client; or

ii Be paid by the Client in accordance with the provisions of the relevant difference account, Settlement/Trade Confirmation or other advice.

10.10. In respect of any transactions to be effected OTC, PU Prime shall be entitled to quote prices at which it is prepared to trade with the Client. Save where PU Prime exercises any rights it may have under this Agreement to close a Contract, it is the Client's responsibility to decide whether or not it wishes to enter into a Contract at such prices.

10.11. PU Prime may, on its website, designate a CFD Contract as a swap-free CFD Contract. Where an Order for a swap-free CFD Contract is held overnight, the Order will not be subject to a Swap Charge or Swap Credit

for the first seven days that the Order is held overnight provided that the Client does not engage in Suspicious Trading Activity with respect to the Order. If the Order remains open for more than seven days, the Order may be subject to a Swap Charge or Swap Credit determined by PU Prime in accordance with this clause from day eight onwards. If PU Prime reasonably believes that a Client has engaged in Suspicious Trading Activity with respect to a swap-free CFD contract, PU Prime reserves the right to apply Swap Charges or Swap Credits retrospectively from the opening of the Order and to take any other action that is permitted under this Agreement in relation to Suspicious Trading Activity.

10.12. Furthermore, the Client acknowledges, recognizes and accepts that the procedures described in Clause 10 and Clause 13 may result in additional indirect costs for the Client.

11. Interest and Currency Conversions

11.1. Subject to the Clause below and save as otherwise agreed in writing, PU Prime shall not be liable to:

i Pay interest to the Client on any credit balance in any Account or on any other sum held by PU Prime; or

ii Account to the Client for any interest received by PU Prime on such sums or in- connection with any Contract.

11.2. The Client is entitled to interest on the basis of the Client's positive Net Free Equity in accordance with the terms in PU Prime's Commissions, Charges & Margin Schedule.

11.3. The Client is obliged to pay interest on the basis of the Client's negative Net Free Equity in accordance with the terms in PU Prime's Commissions, Charges & Margin Schedule.

11.4. PU Prime may vary such interest rates and/or thresholds for interest calculation without notice when changes are to the Client's advantage, or the grounds for changes are due to external circumstances beyond PU Prime's control. Such circumstances are:

i Changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to PU Prime;

ii Other changes in the general interest level, including in the money and bond markets, that is of importance to PU Prime;

iii Changes in the relationship with PU Prime's Counterparties, which affect PU Prime's cost structures.

11.5. PU Prime may vary such interest rates where the Trading Platform is used for Commercial use with one month's notice, and where the Trading Platform is used for Private use with two months' notice if:

i Market conditions, including competitive behavior, call for a change to PU Prime conditions;

ii PU Prime wishes to change its general commission, fee and pricing structure for commercial reasons; and/or

iii Changes to significant particulars of the Client, based on which individual conditions were provided, occurs.

11.6. The Client is deemed to have accepted such changes if he does not, before the proposed date of their entry into force, notify PU Prime that he does not accept them.

11.7. PU Prime is entitled, but shall not in any circumstances be obliged, to convert:

i any realized gains, losses, option premiums, commissions, interest charges and brokerage fees which arise 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;

ii any cash currency deposit to another cash currency deposit for the purpose of purchasing an asset denominated in a currency other than the Client's base currency;

iii any monies held by PU Prime for the Client into such other currency

as PU Prime considers necessary or desirable to cover the Client's obligations and liabilities in that currency.

11.8. Whenever PU Prime conducts currency conversions, PU Prime will do so at such a reasonable rate of exchange as PU Prime selects. PU Prime shall be entitled to add a mark-up to the exchange rates. The prevailing mark-up is defined in the Commissions, Charges & Margin Schedule.

12. Pledge Agreement

12.1. Any and all Security transferred to PU Prime by the Client or held by PU Prime or by PU Prime's Counterparties on behalf of the Client is pledged as a security for any liability that the Client may have or get towards PU Prime. Without limitation such Security shall comprise the credit balances on Accounts, the securities registered as belonging to the Client on PU Prime's books, and the value of the Client's open positions with PU Prime.

12.2. If the Client fails to fulfill any obligation under this Agreement, PU Prime is entitled to sell any pledged Security immediately without any notice or court action. Such sale shall take place by the means that PU Prime in its reasonable discretion determines and at the price that PU Prime in its reasonable discretion determines to be the best obtainable.

13. Netting Agreement

13.1. If on any date the same amounts are payable under this Agreement by each party to the other in the same currency, then, each party's obligations to make payment of any such amount will be automatically satisfied by netting. If the amounts are not in the same currency, the amounts are converted by PU Prime in accordance with the principles referred to in Clause 11.

13.2. If the aggregate amount that is payable by one party exceeds the aggregate amount that is payable by the other party, then the party by whom the larger aggregate amount is payable shall pay the excess to the other party and the obligations to make payment of each party will be

satisfied and discharged.

13.3. If the Client, at any time during the Client relationship, has a negative cash-balance in any Account, PU Prime is entitled but not obligated to net between the Client's Accounts. The Client shall bear all the charges and any other costs associated with such netting in accordance with the Commissions, Charges & Margin Schedule.

13.4. If the Client relationship is terminated according to Clause 24, the claims that the parties have against each other shall be finally discharged by means of netting (closed). The value of open Contracts shall be determined according to the principles set forth below and the final amount to be paid by one of the parties shall be the difference between the payment obligations of the parties.

13.5. Rates based on which the Contracts shall be closed shall be market rates applicable on the day on which PU Prime decides to close the Contracts.

13.6. PU Prime may at its reasonable discretion determine the rates by obtaining an offer from a Market Maker in the asset in question or by applying rates from electronic financial information systems.

13.7. When determining the value of the Contracts to be netted, PU Prime shall apply its usual spreads and include all costs and other charges.

13.8. This netting agreement shall be binding towards the estate and creditors of the parties to the client relationship.

14. Market Making

14.1. When PU Prime executes orders as Agent for the Client on a recognized stock or futures exchange, PU Prime will not be a party to such a trade as such orders will be executed in the trading system of the relevant exchange at the best price and the most favorable conditions available at the time of the order or according to the Client's specific instructions, e.g. in a situation where the Client has chosen to limit the order. PU Prime will not include any additional spread in the price of the execution achieved for the Client but will be remunerated according to the Commissions, Charges & Margin Schedule.

14.2. The Client is specifically made aware that in certain markets, including the

foreign exchange markets, OTC foreign exchange options and CFD Contracts, PU Prime may act as a Market Maker.

14.3. When acting as a Market Maker, PU Prime will under normal market circumstances quote the Client bid and ask prices.

14.4. In order for PU Prime to quote prices with the swiftness normally associated with speculative trading, PU Prime may have to rely on available price or availability information that may later prove to be faulty due to specific market circumstances, for instance, but not limited to, lack of liquidity in or suspension of an asset or errors in feeds from information providers or quotes from Counterparties. If so and if PU Prime has acted in good faith when providing the price to the Client, PU Prime may cancel the trade with the Client but shall do so within reasonable time and shall provide the Client with a full explanation for the reason for such cancellation.

14.5. Following execution of any position with a Client, PU Prime may at PU Prime's reasonable discretion subsequently offset each such client position with another client position, or a position with one of PU Prime's Counterparties or retain a proprietary position in the market with the intention to obtain trading profits from such positions. Such decisions and actions may therefore result in PU Prime off- setting client positions at prices different (sometimes significantly different) from prices quoted to clients, resulting in trading profits or losses for PU Prime. This in turn can raise the possibility of the Client incurring what may be seen as an implied cost (i.e. the difference between the price at which the Client traded with PU Prime and the price at which PU Prime subsequently traded with Counterparties and/or other clients) due to any profits realized by PU Prime as a result of the Market Making function. However, the Market Making function may involve significant costs to PU Prime if the market moves against PU Prime as compared to the price at which PU Prime traded with the Client.

14.6. The Client accepts that PU Prime in such markets where PU Prime acts as Market Maker, may hold positions that are contrary to positions of the Client, resulting in potential conflicts of interest between PU Prime and the Client, cf. Clause 16.

14.7. In markets, where PU Prime acts as a Market Maker, the Client accepts that PU Prime has no obligation to quote prices to clients at all times in any given market, nor to quote such prices to clients with a specific maximum spread.

14.8. In markets, where PU Prime acts as a Market Maker, PU Prime may or may not charge commissions. However, irrespective of whether or not PU Prime charges any commissions, the Client accepts that PU Prime will seek to make additional profits out of its performance as a Market Maker and the size of any such profits may be considerable if and when compared with the Client's margin deposit.

14.9. The Client acknowledges, recognizes and accepts that the price quoted to the Client includes a spread when compared with the price to which PU Prime may have covered or expected to be able to cover the Contract in a trade with another client or a Counterparty. Furthermore, the Client acknowledges, recognizes and accepts that said spread constitutes remuneration to PU Prime and that such spread not necessarily can be calculated for all Contracts and that such spread will not be specified at the Settlement/Trade Confirmation or otherwise revealed to the Client.

14.10. The Client acknowledges, recognizes and accepts that PU Prime quotes variable spreads on options. The Client is specifically made aware that variable option spreads are affected by actual market conditions, which are beyond PU Prime’s control. PU Prime does not guarantee any maximum or minimum quotable option spreads.

14.11. Any commission costs, interest charges, costs associated to and included in the spreads quoted by PU Prime as a Market Maker in certain markets and other fees and charges will consequently influence the Client's trading result and will have a negative effect on the Client's trading performance compared to a situation if such commission costs, interest charges, costs associated to and included in the spreads did not apply.

14.12. Whilst dealing spreads and commissions are normally considered moderate seen in relation to the value of the assets traded, such costs may be considerable when compared with the Client's margin deposit. As a consequence thereof the Client's margin deposit may be depleted by trading losses that the Client may incur and by the directly visible dealing

costs such as commissions, interest charges and brokerage fees as well as the said not visible costs for the Client, caused by PU Prime's performance as a Market Maker.

14.13. If the Client is an active trader and is undertaking numerous transactions, the total impact of as well visible as not visible costs may be significant. Consequently, the Client may have to obtain significant profits in the markets in order to cover the costs associated with trading activities with PU Prime. For very active Clients, such costs may over time exceed the value of the margin deposited. Normally, when trading margined derivatives, the lower the percentage of the applicable margin rate, the higher the proportion of the costs associated with executing a transaction.

14.14. The Client is specifically made aware that in the area of market making in foreign exchange, OTC foreign exchange options, CFD Contracts and other OTC products, significant implied costs can arise as a consequence of the profits made by PU Prime performing in its capacity as a Market Maker.

14.15. PU Prime's performance as a Market Maker may negatively affect the Client's Account with PU Prime and the said implied costs are neither directly visible nor directly quantifiable for the Client at any time.

14.16. PU Prime is at no time obliged to disclose any details of its performance or income produced as a Market Maker or otherwise related to other commissions, charges and fees.

14.17. The Client is specifically made aware that CFD Contracts may be OTC products quoted by PU Prime whilst operating as a Market Maker and not traded on a recognized stock exchange. As a result, the description above of the implied, not visible costs related to PU Prime's performance as a Market Maker may also apply to any CFD Contract.

15. Aggregation and Split

15.1. PU Prime is in accordance with the broker's Best Execution Policy entitled to aggregate the Client's orders with the broker's own orders, orders of any of the broker's associates and/or persons connected with PU Prime including employees and other clients. Furthermore, PU Prime may split

the Client's orders when executing these. The orders will only be aggregated or split if PU Prime reasonably believes it to be in the best interest of the Client. On some occasion's aggregation and split of the Client's order may result in the Client obtaining a less favorable price than if the Client's orders had been executed respectively separately or mutually.

16. Conflicts of Interest

16.1. PU Prime, its associates or other persons or companies connected with PU Prime may have an interest, relationship or arrangement that is material in relation to any transaction or Contract effected, or advice provided by PU Prime, under this Agreement. By accepting this Agreement and PU Prime's Conflict of Interest Policy (which distinctly describes the general character and/or background of any conflict of interest) the Client agrees that PU Prime may transact such business without prior reference to any potential specific conflict of interest.

17. PU Prime's Counterparties

17.1. In order to give effect to the Client's instructions, PU Prime may instruct a Counterparty selected at PU Prime's discretion and PU Prime shall do so where the transaction is to be subject to the rules of an exchange or market of which PU Prime a member is not.

17.2. PU Prime shall not be responsible for errors committed by such Counterparties unless it is proven that PU Prime has not acted with sufficient care when selecting the Counterparty.

18. Introducing Brokers

18.1. The Client may have been referred to PU Prime by an Introducing Broker. If so, PU Prime shall not be responsible for any agreement made between the Client and the Client's Introducing Broker. The Client acknowledges that any such Introducing Broker will either be acting as an independent

intermediary or an Agent for the Client and that no such Introducing Broker shall be authorized to make any representations concerning PU Prime or PU Prime's Services.

18.2. The Client is specifically made aware that the Client's agreement with its Introducing Broker may result in additional costs as PU Prime may pay fees or commission to such person.

18.3. The Client is also specifically made aware that the Client's agreement with its Introducing Broker may result in additional costs for the client because the Introducing Broker can deduct commissions and fees as well as price or interest/financing rate adjustments for any trade conducted on or allocated to the Clients account either by the Introducing Broker or the Client.

18.4. If the Introducing Broker undertakes any deductions from the Client's Trading Account according to any agreement between the Client and the Introducing Broker, PU Prime has no responsibility as to the existence or validity of such an agreement.

18.5. PU Prime shall have no responsibility or liability to the Client in following the instructions given by the Introducing Broker. PU Prime is under no obligation to supervise or otherwise know or review the payment instructions or any other acts, including but not limited to the trading, of the Introducing Broker.

18.6. The client acknowledges and accepts that frequent transactions may result in a sum total of commissions, fees, price or interest/financing rate adjustments for trades conducted that may be substantial and not necessarily be offset by the net profits, if any, achieved from the relevant trades. The responsibility for correctly assessing whether the size of the total commissions, fees, price or interest/financing rate adjustments for trades conducted paid from the Client's account makes trading commercially viable, is the combined responsibility of the Client and the Introducing Broker. PU Prime only acts as the custodian and principal broker, and therefore is not responsible for the size of the commissions and fees as well as price or interest rate paid by the Client.

18.7. Any commissions, fees, price or interest/financing rate adjustments for trades conducted may be shared between the Introducing Broker, PU

Prime and third parties according to the Introducing Broker's written instructions and/or at PU Prime's discretion.

19. Default and Default Remedies

19.1. The provisions contained in this Clause supplement any other rights that PU Prime or any of its associates have according to this Agreement, including but not limited to the Pledge Agreement referred to in Clause 12, and furthermore any other rights PU Prime has.

19.2. PU Prime reserves the right to retain, or make deductions from, any amounts which PU Prime owes to or is holding for the Client if any amounts are due from the Client to PU Prime or PU Prime's associates.

19.3. The Client authorizes PU Prime, at PU Prime's discretion, at any time and without notice, to sell, apply, set-off and/or charge in any manner any or all of the Client's property and/or the proceeds of any of the same of which PU Prime or any of its associates or Agents has custody or control, in order to discharge any or all of the Client's obligations to PU Prime or to PU Prime's associates.

19.4. Each and any of the following events shall constitute an Event of Default in relation to all of a Client's Contracts, Margin Trades, securities and other business with PU Prime (regardless of whether the Event of Default only relates to part of the business with PU Prime):

i if the Client fails to make any payment or fails to do any other act required under this Agreement or by PU Prime at its reasonable discretion;

ii if the Client fails to remit funds necessary to enable PU Prime to take delivery under any Contract on the first due date;

iii if the Client fails to provide assets for delivery, or take delivery of assets, under any Contract on the first due date;

iv if the Client dies or becomes of unsound mind;

v if an application is made in respect of the Client for any action pursuant to Bankruptcy Act or any equivalent act applicable to the

Client or, if a partnership, in respect of one or more of the partners, or if a company, that a receiver, trustee, administrative receiver or similar officer is appointed;

vi if a petition is presented for the winding-up or administration of the Client;

vii if an order is made or a resolution is passed for the winding-up or administration of the Client (other than for the purposes of amalgamation or reconstruction with the prior written approval of PU Prime);

viii if any distress, execution or other process is levied against any property of the Client and is not removed, discharged or paid within seven days;

ix 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;

x if any indebtedness of the Client or any of its subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client (or any of its subsidiaries) or the Client (or any of its subsidiaries) fails to discharge any indebtedness on its due date;

xi if the Client fails to fully comply with obligations under this Agreement or any Contract, including refrains from complying with Margin requirements;

xii if any of the representations or warranties given by the Client are, or become, untrue;

xiii if PU Prime or the Client is requested to close a Contract (or any part of a Contract) by any regulatory agency or authority; or

xiv If PU Prime reasonably considers it necessary for its own protection or the protection of its associates.

19.5. Upon the occurrence of an Event of Default, PU Prime shall at its discretion be entitled to:

i Sell or charge in any way any or all of the Client's collateral, assets

and property which may from time to time be in the possession or control of PU Prime or any of its associates or Agents or call on any guarantee, without any notice or court order. Sale of Security, assets and property shall take place by means that PU Prime in its reasonable discretion determines and at the price that PU Prime in its reasonable discretion determines to be the best obtainable, provided that PU Prime shall provide a 7-day notice period before realizing Security of any Client, unless immediate sale is necessary to avoid or limit a loss;

ii buy or sell any Security, investment or other property where this is, or is in the reasonable opinion of PU Prime likely to be, necessary in order for PU Prime to fulfill its obligations under any Contract and the Client shall reimburse PU Prime for the full amount of the purchase price plus any associated costs and expenses;

iii deliver any Security, investment or property to any third party, or otherwise take any action PU Prime considers to be desirable in order to close any Contract;

iv require the Client immediately to close and settle a Contract in such manner as PU Prime may in its reasonable discretion request;

v to enter into any foreign exchange transaction, at such market rates and times as PU Prime may determine, in order to meet obligations incurred under a Contract;

vi re-invoice all or part of any assets standing to the debit or credit of any Account (including commuting PU Prime'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 PU Prime at its reasonable discretion) on the date re-invoicing takes place); and

vii Close-out all Contracts and net all the Client's and PU Prime's obligations towards each other as of the date fixed by PU Prime with effect to third parties.

19.6. The Client authorizes PU Prime to take any or all of the steps described in this Clause without notice to the Client and acknowledges that PU Prime shall not be responsible for any consequences of it taking any such steps,

unless PU Prime has exercised gross negligence in connection herewith. The Client shall execute the documents and take the action as PU Prime may request in order to protect the rights of PU Prime and its associates under this Agreement or under any agreement the Client may have entered into with PU Prime's associates.

19.7. If PU Prime exercises its rights to sell any Security or property of the Client under this Clause, it will affect such sale, without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any of the Client's obligations to PU Prime or to PU Prime's associates.

19.8. Without prejudice to PU Prime's other rights under this Agreement or under prevailing law, PU Prime may, at any time and without notice, combine or consolidate any of the accounts maintained by the Client with PU Prime or any of its associates and off-set any and all amounts owed to, or by, PU Prime or any of its associates in such manner as PU Prime at its reasonable discretion may determine.

20. Client Warranties & Representations

20.1. The Client warrants and represents that:

i it is not under any legal disability with respect to, and is not subject to any law or regulation which prevents its performance according to this Agreement or any Contract or transaction contemplated by this Agreement;

ii it has obtained all necessary consents and has the authority to operate according to this Agreement (and if the Client is not an individual person, that it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organizational documents);

iii investments or other assets supplied by the Client for any purpose shall, subject to this Agreement, at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by the Client;

iv it is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and

v The information provided by the Client to PU Prime is complete, accurate and not misleading in any material respect.

20.2. The above warranties and representations shall be deemed to be repeated each time the Client in the future for the duration of the client relationship provides instructions to PU Prime.

21. Indemnity and Limitations of Liability

21.1. The Client is obliged to compensate PU Prime for all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by PU Prime as a result of or in connection with:

i the Client's breach of this Agreement;

ii PU Prime entering into any transaction or Contract; or

iii PU Prime taking any of the steps which PU Prime is entitled to take in an Event of Default; unless and to the extent only that such losses, taxes, expenses, costs and liabilities are suffered or incurred as result of PU Prime's gross negligence or willful default.

21.2. This right to compensation shall survive any termination of the Client relationship.

21.3. In calculating or mitigating its loss due to a Default Event, PU Prime is entitled to:

i. crystalise, unwind, reverse, void, repair or close any Open Positions by closing any open Contracts; and/or

ii. nominate the date on which the open Order is valued; and/or

iii. nominate the methodology used to calculate the open Orders' value; and/or

iv. take any other action that PU Prime determines to be reasonably necessary to protect its legitimate interests.

21.4. Without prejudice to Clause 6 PU Prime shall not be liable for:

i any loss (including consequential and other indirect losses), expense, cost or liability (together referred to as "Loss") suffered or incurred by the Client as a result of or in connection with the provision of the Services unless and to the extent that such Loss is suffered or incurred as a result of PU Prime's gross negligence or willful default;

ii any Loss due to actions taken by PU Prime according to its rights under this Agreement; or

iii Any consequential or other indirect loss suffered or incurred by the Client whether arising from PU Prime's negligence or otherwise.

21.5. Especially, the Client acknowledges, recognizes and accepts that any market recommendation and any information communicated by PU Prime does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract and that such recommendation and information, although based upon information from sources believed by PU Prime to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified and unverifiable. PU Prime makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client.

22. Confidentiality and PU Prime's Disclosure of Information

22.1. Neither party shall disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other party of which it may in the course of its duties or obtain possession of, and each party shall use all reasonable endeavors to prevent any such disclosure. However, this shall not apply if a party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to

another person who according to the law is entitled to demand disclosure, or in order to enable the party sufficiently to fulfill its obligations pursuant to this Agreement.

22.2. By accepting this Agreement, the Client authorizes PU Prime to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client. Furthermore, PU Prime may disclose requested and relevant information relating to the Client to third parties in order to facilitate the transfer of funds by credit card initiated by Client.

22.3. By accepting this Agreement, the Client permits PU Prime to transfer personal information about the Client submitted to or collected by PU Prime with any legal entity within PU Prime. PU Prime may transfer such personal information for the purposes of complying with regulatory matters, providing and performing investment advice, investment services, and other services which PU Prime offers, conducting marketing, and managing the client relationship. Furthermore, PU Prime may share such personal information with a third-party agency working on behalf of PU Prime with the purpose of performing client analysis for the use of PU Prime's sales and marketing and with any introducing broker working on behalf of PU Prime for the purpose of completing the due diligence and approving of account applications.

22.4. The Client's personal information will be stored no longer than necessary to carry out the purposes listed in this Agreement. The Client has the right to request correction, supplementation, deletion, or blocking of such personal information if inaccurate, incomplete, or irrelevant for the purposes of the processing or if processed in any other way that is unlawful. In certain circumstances, the Client may also have the right to object for legitimate reasons to the processing of such personal data in accordance with the procedures set forth in the applicable data protection regulations and to seek other legal remedies available in connection with the processing of such personal information.

23. Amendments

23.1. PU Prime is entitled to amend this Agreement in favor of the Client without notice. Changes not in the Client's favor may take place at any time by giving a notice of minimum 30 days where Clients are using the Trading Platform for Commercial use, and by giving a notice of 2 months where Clients are using the Trading Platform for Private use. PU Prime will provide the notice to the Client on a Durable Medium.

23.2. The Client is deemed to have accepted such changes if he does not, before the proposed date of their entry into force, notify PU Prime that he does not accept them.

23.3. When dealing with Contract Options, if a market place on which the relevant exchange traded product is traded or if the Counterparty with whom PU Prime has entered into a contract which is identical in all respects to the Contract Option PU Prime has entered into with the Client, take any action which affects the exchange traded product or the contract PU Prime has entered into with its Counterparty, then PU Prime may take any such action with regard to the relevant Contract Options which PU Prime in its reasonable discretion considers desirable or appropriate to correspond with such action taken by the market place or Counterparty or to mitigate any loss which is or may be incurred by it as a result of such action.

24. Termination

24.1. The Client relationship shall remain in force until terminated.

24.2. The Client is entitled to terminate the Client relationship immediately by giving written notice to PU Prime. PU Prime is entitled to terminate the Client relationship with two months' notice where clients are using the Trading Platform for Private use and with one month's notice where clients are using the Trading Platform for Commercial use. PU Prime will provide the notice to the Client on a Durable Medium. Termination shall not affect any accrued rights and obligations.

24.3. On termination, PU Prime and the Client undertake to complete all Contracts that are already entered into or under execution and this Agreement shall continue to bind both parties in relation to such

transactions. PU Prime is entitled to deduct all amounts due to it before transferring any credit balances on any Account to the Client and it is entitled to postpone such transferring until any and all Contracts between PU Prime and the Client are closed. Furthermore, PU Prime is entitled to require the Client to pay any charges incurred in transferring the Client's investments.

25. Complaints and Disputes

25.1. In case the Client has raised a question or a problem with the account executive or another employee of PU Prime without receiving a satisfactory answer, the Client is entitled to file a written complaint with the Compliance Department in PU Prime. The Compliance Department hereafter investigates and answers the complaint.

25.2. Without prejudice to any of PU Prime's other rights under this Agreement, in case of a dispute between the Client and PU Prime over a Margin Trade or alleged Margin Trade or any instruction relating to a Margin Trade, PU Prime is entitled at its reasonable discretion and without notice to close any such Margin Trade or alleged Margin Trade if PU Prime reasonably believes such action to be desirable for the purpose of limiting the maximum amount involved in the dispute. PU Prime shall not be responsible to the Client in connection with any subsequent fluctuations in the level of the relevant Margin Trade. If PU Prime closes a Margin Trade under this Clause such action shall be without seychprejudice to PU Prime's right to contend that such Margin Trade had already been closed by PU Prime or was never opened by the Client. PU Prime shall take reasonable steps to inform the Client that PU Prime has taken such action as soon as practicable after doing so. Where PU Prime closes a Margin Trade or alleged Margin Trade in accordance with this Clause, the closing shall be without prejudice to the Client's rights to open a new Margin Trade, provided that such Margin Trade is opened in accordance with this Agreement. When calculating margin or other funds required for such Margin Trade, PU Prime is entitled to do so on the basis that PU Prime's view of the disputed events or instructions is correct.

25.3. PU Prime has 7 business days to respond to any formal complaints or disputes lodged. If you are unhappy with the final verdict of the compliance department, the case can be escalated to the FSC:

FSC House 54 Cybercity, Mauritius

26. Miscellaneous

26.1. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

26.2. PU Prime shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this Agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non-availability of PU Prime's website e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that PU Prime is a party to the conflict and including cases where only part of PU Prime's functions are affected by such events.

26.3. If the Client's combined exposure in one or more margin trades reaches a level which - in case of an adverse market development - may lead to a significant deficit not covered by the Client's deposits and/or margin with PU Prime, PU Prime may in its reasonable discretion

i increase the margin requirements and/or

ii Reduce the Client's exposure by closing one or more or all of the client's open positions.

26.4. Furthermore, PU Prime is entitled in its reasonable opinion to determine

that an emergency or an exceptional market condition has occurred. Such conditions shall include, but are not limited to, the suspension or closure of any market or the abandonment or failure of any event to which PU Prime relates its quote or the occurrence of an excessive movement in the level of any Margin Trade and/or underlying market or PU Prime's reasonable anticipation of the occurrence of such a movement. In such cases PU Prime may increase its margin requirements, reduce the Client's exposure, close any or all of the Client's open Margin Trades and/or suspend trading.

26.5. The Client may not assign its rights or delegate any of the Client's obligations under this Agreement or according to any Contract to others whereas PU Prime may assign its rights or delegate its obligations to any regulated financial institution.

26.6. For various investments, Securities and groups of Clients, PU Prime may provide additional business agreements. The Client acknowledges, understands and accepts that:

i such business agreements made available to Clients shall constitute an addition to this Agreement; and

ii The Client should not undertake any transaction unless the business terms applicable for such securities or group of Clients have been understood and accepted. Transactions undertaken by the Client notwithstanding above, shall be deemed as had this sub-clause indeed been complied with.

26.7. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

26.8. No delay or omission on the part of PU Prime in exercising any right, power or remedy provided by law or under this Agreement, or partial or defective exercise thereof, shall:

i impair or prevent further or other exercise of such right, power or remedy; or

ii Operate as a waiver of such right, power or remedy.

26.9. No waiver of pleading a default of a clause in this Agreement shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same clause or as authorizing a continuation of the particular breach.

26.10. The Client hereby ratifies all transactions with PU Prime effected prior to the Client's acceptance of this Agreement and agrees that the rights and obligations of the Client in respect thereto shall be governed by this Agreement.

26.11. By accepting this Agreement on behalf of a corporation or other legal entity, the person signing represents and warrants that he/she is authorized to act on behalf of such corporation or legal entity and to bind the same to this Agreement and all obligations arising hereunder. If at a later stage it becomes apparent that the signatory was not duly authorized to bind the corporation or legal entity, PU Prime will have the right to seek restitution from this person. Furthermore, the signatory shall indemnify PU Prime against all liabilities, losses, damages, costs and expenses in relation to any claims or action brought against PU Prime as a result of the signatory holding out to be authorized to act and bind any such corporation or legal entity.

26.12. Clients shall be able to communicate with PU Prime in English or any other language as PU Prime may offer from time to time. PU Prime may communicate with the Client in English or any other language agreed between the parties.

26.13. PU Prime or third parties may have provided the Client with translations of this Agreement. The original English versions shall be the only legally binding versions for the Client and PU Prime. In case of discrepancies between the English version and other translations in the Client's possession, the original English version provided by PU Prime on the website shall prevail.