

# FXPRIMUS CLIENT AGREEMENT



## 1. INTRODUCTION

1.1 Primus Markets INTL Limited (the "FXPRIMUS" or "Company") is an International Investment Firm (the "IF") incorporated in the Republic of Vanuatu with Company Number 14595.

1.2 The Company is authorised and regulated by the Vanuatu Securities and Exchange Commission (the "VFSC"), with a Dealer in Securities Principal License (the "License") granted by the Minister of Finance and Economic Management of Vanuatu. The foundations of the services offered to Clients are based on the License of the Company.

1.3 The Company is trading under the FXPRIMUS trade name and through the domain names [www.fxprimus.com/int](http://www.fxprimus.com/int) and [www.integritas.asia](http://www.integritas.asia).

## 2. ACKNOWLEDGEMENTS

2.1 The Company shall not be contractually committed with any legal or/and natural person wishing to become Client of the Company until such time that the Company has confirmed to such person both that it has opened an Account on his behalf and that the Client has successfully initially funded such an Account.

2.2 These Business Terms (the "Agreement"), as amended from time to time and as they are published in the website of the Company, override any previous, current or future representation, expressed or implied, made or to be made by FXPRIMUS and/or any of its representatives, and shall be the only legally enforceable mean that defines the relationship between the Client and the Company.

2.3 The Client acknowledges that he has read, fully understood and accepted the contents of this Agreement together with the Privacy Policy and Risks Disclosure Statement and solely based on these contents he has willingly entered into a legally binding agreement with the Company. For all the information about the Company and its activities, including any other documentation referenced in this agreement, the Client should always refer to the legal documentation posted on the website of the Company.

2.4 The Client accepts and understands that it is the Client's full responsibility to monitor for updates of the applicable Agreement in force as published in the website of the Company from time to time. Any viewer or user of the Company's website, whether Client or not, accepts and understands that the continued viewing or use, of the website of the Company, or of any form of access through this website of information shown or of a service offered by the Company, constitutes knowledge and acceptance of the Agreement and all its contents.

2.5 The Client accepts and understands that the official language of the Company is the English language.

## 3. DEFINITIONS OF TERMS

3.1 The following terms shall have the following meanings:

"Account" shall mean the trading account opened by the Client with the Company.



“Margin” shall mean the necessary guaranteed funds requested to open a position. This is calculated as follows:

$$\frac{\text{Lots traded} \times \text{Contract size}}{\text{Leverage}}$$

The result is denominated in United States Dollars.

“Margin Call” shall mean the forced closing, at current prices, by the Company of Client’s open positions when Equity falls below the minimum required Margin.

“Net Open Position” or “NOP” shall mean the difference between the total open volume of longs and total open volume of shorts of an instrument on a single trading account.

“Power of Attorney” shall mean the power to authorise a third party to act on behalf of the Client in all the business relationships with the Company.

“Spread” shall mean the difference between the bid and the ask price of a Financial Instrument at the same moment.

“Stop Out” shall mean the situation when the Company execute the right to close all Client’s open positions at current market price or the last available price and your equity divided by balance falls below the stop out level specified for your account type.

“Trading Platform” shall mean any information software and hardware complex used by the Company for the purpose of providing services to the Client in accordance with this Agreement.

“Trading Terminal” shall mean the Client part of the Trading Platform, enabling the Client to communicate with the Company and/or Transmit orders to the Company.

“Transaction” shall mean any type of transaction performed in the Client’s Account including but not limited to purchase and sale transactions involving Financial Instruments, deposits and withdrawals.

## 4. PROVISION OF SERVICES

4.1 The Company is authorised by VFSC to provide investment services as a Principal Dealer in Securities. The Client confirms he understands and accepts that, when the Company is arranging to offer or perform any of its services to a Client, may critically depend in doing so on other third parties involved in the relevant operation/dealings.

4.2 The Client confirms that, he understands and accepts all the risks resulting from the latter operation/dealings with third parties, including but not limited to the risk of default of any such third party and any possible such consequences to the Client, Client Money, Client Personal Data or any other form of Client interests whatsoever.

4.3 The Client confirms that, the Company is not responsible in any way whatsoever of any default of any such third party and of any resulting consequences (including loss) of such default on the Client, Client Money, Client Personal Data or any other form of Client interests whatsoever.

4.4 By agreeing to this present Agreement, the Client irrevocably accepts all risks of any default of any such third party and of any resulting consequences, as per the aforesaid.

4.5 You acknowledge that our services do not include the provision of Investment Advice. Any discussions that might be carried on between the Client and the Company’s employees or any information provided by the Company will not give rise to any advisory relationship, nor do they constitute Company’s recommendations to Clients.





**"Agreement"** between the Client and the Company, shall mean the Business Terms and any additional documents expressed to be part of the Business Terms accepted by the Client.

**"Authorised Person"** shall mean a person authorised by the Client to give instructions for execution on the Client's Account to the Company.

**"Base Currency"** shall mean the main currency of the Client's Account.

**"Business Day"** shall mean any banking day in the Republic of Vanuatu.

**"CFD"** shall mean a Financial Contract for Difference on spot Forex, stocks, equity indexes, precious metals, virtual currency, or any other commodities available for trading.

**"Client"** shall mean any natural or legal person to whom the Company provides investment and/or ancillary services.

**"Client Bank Account"** shall mean any bank account maintained by the Company, or other parties designated for this purpose by the Company, for the purpose of concentrating and holding the Client's Money. Clients' deposits and withdrawals should be only directed to/be processed from the Client Bank Account.

**"Client Money"** shall mean money that is paid into the Company, or into other parties designated for this purpose by the Company, and that is derived from calculations based on relevant activity and status. Client Money is held in a fiduciary capacity by the Company on behalf of the Client. As per the aforesaid, it is calculated, based on relevant activity and status, as money deposited by the Client in the Account, plus or minus any unrealized or realised profit or loss, plus or minus any amount that is payable by the Company to the Client and vice versa, and minus any amount committed/owed/lost to other third parties in the process of the Company's offering of services to the client.

**"Contract"** shall mean a trade, purchase or sale of currencies or Financial Instruments in the market.

**"Dormant"** shall mean a trader's Account which had no Client-initiated activity for the past 180 days.

**"Equity"** shall mean the value of Financial Instruments in the trading Account plus the unrealized profits or minus the unrealized losses.

**"Financial Instrument"** shall mean any derivative contract dealing in an underlying asset, including Foreign Exchange and Contract for Difference.

**"FX"** or **"Forex"** shall mean non-physically-deliverable Foreign Exchange, sale and purchase of currencies against each other.

**"Inactive Account"** shall mean a trader's Account which had Client-Initiated activity and subsequently it remained inactive for a period of 90 days.

**"Introducing Broker"** or **"Business Introducer"** shall mean any financial institution or advisor or legal or natural person obtaining remuneration from the Company and/or Clients for introducing Clients/interested parties to the Company.

**"Money Manager"** shall mean any financial institution or advisor or legal or natural person obtaining remuneration from the Company and/or Clients for transmitting Client's orders to the Company for execution and/or acting otherwise on behalf of the Client in the business relationship with the Company.

**"Leverage"** shall mean the ratio in respect of Transaction size and initial Margin. 1:500 ratio means that in order to open a position, the initial Margin is five (5) hundred times less than the Transactions size.