



## Terms of Use

July 2025

*RISK WARNING: Trading in CFDs, Forex, crypto derivatives and other financial instruments involves substantial risk, including the possibility of losing all invested capital and/or margin. You are encouraged to learn about the risks associated with trading in such financial instruments. We bear no responsibility for any loss or damage you incur as a result of your trading behavior. See the section below entitled “Risks” and the Risk Disclosure Statement published on our website for more information.*

These Terms of Use (the “Terms”) constitute a legally binding agreement between you (the “Client”, “you” or “your”) and B2B Prime Services, a Global Business Company registered under the relevant laws of Mauritius, with registration number C149003 and registered address at 12th Floor, Tower 1, NeXTeracom, Rue Du Savoir, Cybercity, Ebene, Mauritius, duly licensed by the Financial Services Commission of Mauritius with Investment Dealer (Full Service, excluding Underwriting) License No. C117017139 (“B2Prime MU”, “we”, “our” or “us”), collectively the “Parties”.

These Terms govern your access to and use of the Services made available to you by us on or through the Platform or otherwise.

### 1. Introduction

- 1.1. **Binding agreement:** By creating or funding your Account or accessing or using the Platform or any of the Services, you agree that you have read, understood, and accepted these Terms, together with any additional documents, policies, or terms referred to in these Terms. You acknowledge and agree that you will be bound by and will comply with these Terms, as updated and amended from time to time.

Please read these Terms carefully before accessing or using our Services. If you do not understand or agree with any part of these Terms, you should not register an Account, use the Platform, or access any Service.

- 1.2. **Additional terms:** The text of these Terms contains all the essential terms and conditions of your use of B2Prime MU’s Services. However, you will be required to

read and understand additional documents, which are binding on you on acceptance of these Terms. These documents (the “**Additional Terms**”) include:

- (a) Privacy Policy;
- (b) Best Execution Policy;
- (c) Risk Disclosure;
- (d) The Margining terms set out in the Annex hereto.

## **2. Definitions and Interpretation**

2.1. In these Terms, unless otherwise expressly stated or the context requires otherwise:

- (a) a reference to any statute or statutory instrument or Applicable Laws and Regulations includes any modification, amendment, extension, or re-enactment thereof;
- (b) a reference to the word “including”, “include”, “in particular” or “for example” or to the letters “e.g.” or to a similar expression shall have the meaning that the words following are given by way of example only and without limitation to the words preceding such word, letters or similar expression;
- (c) a reference to a “document” shall be construed to include any electronic document;
- (d) a reference to a person includes bodies corporate, unincorporated associations and partnerships, persons, firms, companies, corporations, governments, states or agencies of a state, or any associations or partnerships (whether or not having separate legal personality) of two or more of the foregoing;
- (e) the masculine includes the feminine and the neuter and the singular includes the plural and vice versa, as the context admits or requires;
- (f) Headings are for ease of reference only and do not form part of these Terms;
- (g) All Policies shall form an integral part of these Terms.

2.2. Unless the context demands otherwise, capitalized terminology has the following meanings when used anywhere in these Terms:

**Account:** the unique personalized Account that is opened and operated in accordance with these Terms for accessing the Platform and Services.

**Affiliate:** any person or entity that is directly or indirectly controlled by, or exercises significant influence over, another specific person or entity. Control entails the authority to make decisions and have a substantial impact on the affiliate's operations, while



significant influence implies the ability to exert a substantial impact on decisions, operations, or financial outcomes, even without direct control, in a manner consistent with Applicable Laws and Regulations.

**AML/CFT:** Anti-Money Laundering and Combating the Financing of Terrorism regulations.

**Applicable Laws and Regulations:** collectively, and without limitation, all applicable laws, statutes, regulations, ongoing and from time to time, in force and applicable to the parties (including, without limitation, accounting rules and anti-money laundering/sanctions legislation) and rules governing counterparties, liquidity providers and execution venues, as in force from time to time.

**Authorized User:** individual(s) authorized to use an Account.

**Base Currency:** the currency you select on the Platform, or, if you do not make such a selection, USD.

**Business Day:** Any day other than a weekend or public holiday under the laws of Mauritius, on which banks are open for general business in Mauritius.

**Client Money:** funds that are paid to us and held for you. It is regarded as money deposited by you in your Account, plus or minus any unrealized or realized profit or loss of an open position, plus or minus any sum that is due by you to us and vice versa.

**Confidential Information:** means (i) patents, copyrights, trade secrets, apparatus, equipment, algorithms, software programs, software source documents and formulae related to the current, future, and proposed products and services of a Party (the “**Disclosing Party**”), the Disclosing Party’s suppliers, and/or the Disclosing Party’s customers; (ii) the Disclosing Party’s information concerning engineering, financial information, procurement requirements, purchasing, and manufacturing; (iii) any intellectual property of any third party licensed to or held or used by the Disclosing Party, and any confidential information of a third party held by the Disclosing Party; and (iv) with respect to B2Prime MU, these Terms, and the Services. All of the foregoing may be Confidential Information whether transmitted or conveyed digitally, orally, in writing, or in the form of drawings, or as otherwise perceived or observed by the Party receiving the Confidential Information (the “**Receiving Party**”), in the course of the performance of its obligations under these Terms. Each Receiving Party acknowledges that all Confidential Information has commercial value in the business in which the Disclosing Party is engaged. Confidential Information does not include information or



data which is: (a) known to a Receiving Party prior to its receipt from the Disclosing Party without a limitation or obligation of confidentiality under another agreement; (b) independently developed by the Receiving Party without the use of any Confidential Information, unless such information or data is developed in accordance with the terms of these Terms; (c) generally known to the public at the time of disclosure other than as a result of disclosure by the Receiving Party; or (d) received from a third party with a legal or contractual right to disclose such information or data.

**Delivery Date:** the date on which the Client receives access to their Account for trading and all necessary credentials.

**Eligible Counterparty:** any Client that is categorised as an Eligible Counterparty for the purposes of our Client Categorisation Policy.

**Force Majeure:** any cause beyond reasonable control of the Parties including, but not limited to the following: an act of God, war, insurrection, riot, civil disturbance, act or attempted acts of terrorism, fire, explosion, flood, storm, theft, malicious damage, strike, lock-out, or other industrial dispute, third party injunction, national defense requirements, acts or regulations of national or local governments, public power shortages, malfunctions, failures in public telecommunication or IT Services, or breakdown of other public infrastructures, inability to obtain essential power, raw materials, labor, malfunction of machinery or apparatus.

**Instruction:** any instruction, request, or order transmitted through Valid Communication Channels by you or any Authorized User to B2Prime MU regarding the execution of Transactions or any other actions to be taken concerning your Account or the Services. Instructions are assumed to be authorized by you unless otherwise notified to B2Prime MU.

**Instrument:** CFDs (Contracts for Difference), rolling spot forex contracts, and other instruments offered by B2Prime MU, which grant the contract holder the opportunity to speculate on the price movements of various underlying assets, including, but not limited to, foreign exchange (forex) currency pairs, commodities, indices, and other financial instruments as detailed within these Terms. These financial instruments are subject to these Terms and are regulated in accordance with Applicable Laws and Regulations.

**KYC (Know Your Client):** a mandatory process established by B2Prime MU to identify and verify a Client's identity when opening an Account and periodically over time.

**Malicious Code:** Harmful software disrupting the Services.



**Manifest Error:** An error, omission or obvious misquote by us, or any Market, price providing bank, information source, commentator, announcement, or official with whom we reasonably rely, having regard to the current Market conditions at the time an order is placed. A Manifest Error may include an incorrect price, date, time or Market, or any error or lack of clarity of any information, source, commentator, official result or announcement. When determining whether a situation amounts to a Manifest Error, we may take into account all information in our possession including, without limitation, information concerning all relevant Market conditions and any error in, or lack of clarity of, any information source or announcement.

**Margin:** the requirement pre-set for each position/transaction based on the leverage applicable to your Account.

**Margin Call:** a request for the payment of Margin.

**Market Data:** prices, market data, research, commentary and other information.

**Material Breach:** any material breach of these Terms. A Material Breach includes, but is not limited to, violations of AML/CFT policies, failure to comply with our KYC requirements, non-payment or late payment of invoices, failure to disclose relevant information, violations of the confidentiality clauses, and infringements upon our intellectual property rights.

**Open Position:** a Transaction that has not been closed in whole or in part under these Terms.

**Order:** an instruction to buy, sell, or exchange an Instrument at the current market price or a price quoted by the Trading Platform.

**Platform:** B2CORE, or any successor software developed and/or operated by B2Prime MU or its Affiliates through which you access the Services.

**Policy/Policies:** any policy published by B2Prime MU in relation to the provision of the Services to you and with which you are required to agree and comply in order to access the Services.

**Politically Exposed Persons:** a person who fulfills any of the following criteria:

- (a) an individual who is or has been, during the preceding three years, entrusted with a prominent public function in (i) any country or (ii) an international body or organization. For the purpose of this paragraph, prominent public function includes heads of state, heads of government, ministers and other senior politicians, senior government or judicial officials, ambassadors and chargés d'affaires, persons appointed as honorary consuls, high-ranking officers in the

armed forces, members of the boards of central banks, members of the boards of state-owned corporations; and influential political party officials.

- (b) An immediate family member of a person referred to in paragraph (a) of this definition, including a spouse, or an individual considered by his or her national law as equivalent to a spouse; children and their spouses or spouse-equivalents; parents; and siblings.
- (c) Persons known to be close associates of such persons as set out under paragraph (a) of this definition, which includes:
  - (i) any person who is known to have joint beneficial ownership of a legal person, partnership, trust or any other close business relations with that legal person, partnership or trust; and
  - (ii) any person who has sole beneficial ownership of a legal person, partnership or trust which is known to have been set up for the benefit of that legal person, partnership or trust.

**Professional Client:** a Client that qualifies as a Professional Client for the purposes of our Client Categorisation Policy, being any of the following:

- (a) Regulated Financial Institutions: Banks, investment firms, insurance companies, pension funds, and other entities regulated by a recognized financial authority.
- (b) Large Enterprises: Companies that meet at least two of the following criteria:
  - (i) A balance sheet total exceeding the equivalent of USD 20 million.
  - (ii) Net turnover exceeding the equivalent of USD 40 million.
  - (iii) Own funds exceeding the equivalent of USD 2 million.
- (c) Government Bodies and Public Institutions: National and regional governments, public bodies managing public debt, central banks, and international or supranational organisations.
- (d) Institutional Investors: Entities whose primary activity is to invest in financial instruments, including those dedicated to the securitisation of assets.
- (e) Any person or entity that meets at least two of the following criteria and requests to be deemed a Professional Client:
  - (i) **Investment Portfolio:** Holds a financial instrument portfolio, including cash deposits, exceeding the equivalent of USD 500,000.
  - (ii) **Transaction Experience:** Has executed significant transactions in financial markets at an average frequency of at least 10 per quarter over



the previous four quarters or has a trading history of engaging in large-volume transactions.

- (iii) **Professional Expertise:** Has worked in the financial sector for at least one year in a professional position requiring knowledge of the services or transactions intended or has sufficient experience and understanding of relevant financial instruments and markets.
- (iv) **Self Certification:** Written statement from the Client declaring their status as a Professional Client and their understanding of the implications.

**Retail Client:** any Client that is not categorised as a Professional Client or Eligible Counterparty for the purposes of our Client Categorisation Policy.

**Secured Obligations:** the net obligations owed by you to us after the application of set-off.

**Services:** The reception and transmission of orders in relation to one or more Instrument, and the execution of orders on your behalf.

**Terms:** These Terms of Use, including any incorporated Policies, manuals, and any amendments to the Terms of Use, Policies and manuals.

**Trading Platform:** any electronic services (together with any related software) including without limitation trading, direct market access order routing or information services that we grant you access to or make available to you, either directly or through a third-party service provider, and used by you to view information and/or enter into Transactions.

**Transaction:** means any purchase, sale, or exchange of Instruments on the Trading Platform.

**Valid Communication Channels:** established ways of communication under these Terms (dedicated Slack channel, e-mail, ticket system).

**Website:** the website owned and operated by B2Prime.

### **3. Service Description**

- 3.1. Under these Terms, B2Prime MU may provide the Services through the Platform or otherwise.
- 3.2. Based on these Terms, B2Prime MU may also provide other associated services, which are defined in these Terms and/or will be available on the Website or on the Platform.



- 3.3. B2Prime MU reserves the right to choose markets and jurisdictions in which it operates and may also restrict or refuse the provision of the Services in some countries at its discretion.
- 3.4. The scope, features, and functionality of the Services are subject to change at the discretion of B2Prime MU without prior notice to you. By accessing or using any part of the Services, you agree to be bound by these Terms. It is your responsibility to review the Terms periodically for updates or changes. Your continued use of the Services following the posting of any changes to these Terms constitutes acceptance of those changes.
- 3.5. Once you have opened an Account, you will be able to use the Services in accordance with these Terms.
- 3.6. You acknowledge and agree that some of the Services may be provided by B2Prime MU's Affiliates.
- 3.7. B2Prime MU reserves the right to restrict the Services (all or part) for citizens/residents of certain countries/jurisdictions.
- 3.8. We may add to, remove, change or modify the Services at any time and for any reason. Where possible, prior notice of such changes will be provided to you via Valid Communication Channels.

#### **4. Eligibility**

- 4.1. To be eligible to register an Account and use the Services, you must comply with the following criteria:
  - (a) you must be a legal entity or a natural person with the full power, authority, and capacity to (1) access and use the Services; and (2) enter into and comply with your obligations under these Terms;
  - (b) if you are a natural person, you must be at least 18 years old;
  - (c) you must not be located, incorporated, otherwise established, resident, or have business operations in a jurisdiction where it would be illegal under Applicable Laws and Regulations for you to access or use the Services, or cause us or any third party to contravene any Applicable Laws and Regulations;
  - (d) you have provided accurate and complete information and documents requested by us to verify your identity;
  - (e) you have completed any identity, fraud, and background checks including all other money laundering and terrorist financing checks which we will conduct about you

at any time during the term of your relationship with us, and we are satisfied with the results thereof;

- (f) you do not use or intend to use the Platform and the Services for anything that is unlawful, malicious or that could disable, overburden, or impair the proper working of the Platform or may hurt our reputation or otherwise pose any threat to us;
- (g) at all times you comply with these Terms as well as all Applicable Laws and Regulations.
- (h) we have not previously suspended or terminated the provision of our Services to you for any reason, except where such suspension or termination has since been revoked.

4.2. We reserve the right to amend the eligibility criteria in line with regulatory and operational requirements. Where possible, we will provide notice of such amendments in advance.

4.3. Any attempt to unlawfully circumvent the eligibility criteria will result in the suspension or even termination of the Services.

## **5. Client Categorisation**

- 5.1. You agree that we will offer the Services according to your categorisation as a Retail Client, Professional Client, or Eligible Counterparty, under our Client Categorisation Policy, and that such categorisation is determined at our sole discretion.
- 5.2. You will furthermore be provided a secondary categorisation as either an “Individual”, “Corporate” or “Institutional” Client.
- 5.3. As your categorisation may influence the manner in which we provide the Services, and any protections from which you might benefit, you agree that you will provide us with accurate and complete information for us to best categorise you, and that we will not be liable for any loss of any kind for incorrect categorisation based on any inaccurate information provided by you.
- 5.4. You further agree that your categorisation is monitored, and that we reserve the right to change your categorisation without prior notice.
- 5.5. You may request a change in categorisation, which may necessitate the provision of refreshed documentation or other evidence.

## **6. Effect of Secondary Categorisation**

- 6.1. Access to trading and Margin:



(a) Clients categorised as Individuals or Corporates are not able to trade via FIX API, and do not have access to PrimeXM, oneZero, Centroid, or FXCubic, but have access to cTrader and/or B2TRADER via GUI or API. Furthermore, Individual and Corporate Clients do not have access to Margin accounts.

(b) Institutional Clients have access to trading through cTrader, B2TRADER, PrimeXM, oneZero, Centroid, and FXCubic, access to FIX APIs, and have access to Margin accounts.

## 6.2. Minimum deposit and minimum monthly fees:

(a) Individual and Corporate Clients are required to provide a minimum deposit but do not pay a minimum monthly fee.

(b) Institutional Clients are required to provide a minimum deposit and pay a minimum monthly fee.

## 7. Information About Your Account

7.1. To access the Services and the Platform, you must create and maintain an Account. Activation of your Account and access to the Services require successful completion of our KYC procedure, which involves providing certain information about yourself and, where applicable, your Authorized Users. All information you provide must be complete, accurate, and truthful, and you are required to update this information promptly if there are any changes. Failure to comply with the KYC procedure may result in the closure of your Account.

7.2. All Accounts are provided at our absolute discretion. We reserve the right to refuse any application for an Account without reason or to limit the number of Accounts that you may hold.

7.3. By registering the Account and using the Services and the Platform, you agree to:

(a) provide accurate, current, and complete information necessary for the provision of the Services during the KYC procedure;

(b) maintain the security of your credentials;

(c) accept all risks of unauthorized access to the Account and any information you provide to B2Prime MU.

(d) promptly notify B2Prime MU of any unauthorized use of your Account or breach of security;

(e) comply with all Applicable Laws and Regulations, and guidelines of B2Prime MU while using the Services and the Platform;

- (f) not engage in any activity that could harm, interfere with, or disrupt the Services or the Platform, including any fraudulent, abusive, or illegal conduct;
- (g) be responsible for all activities that occur under your Account, whether authorized or unauthorized;
- (h) not use the Services or the Platform to transmit any harmful or malicious software, viruses, or other destructive content;
- (i) respect the intellectual property rights of B2Prime MU and third parties when using the Platform;
- (j) accept responsibility for any fees, charges, or taxes that may apply in connection with your use of the Services or Platform;
- (k) ensure that any information you upload or share on the Platform does not violate the privacy rights of others or infringe upon third-party rights;
- (l) adhere to these Terms and any policies and guidelines provided by B2Prime MU.

7.4. You are responsible for all activity on your Account, and for keeping your Account password secure. You agree not to disclose your password to any third party. You must notify B2Prime MU immediately upon becoming aware of any breach of security or unauthorized use of your Account.

7.5. By opening an Account, you agree that you will use your Account only for yourself, and not on behalf of any third party, unless you have obtained our prior written consent, and you are duly authorized to do so; and

7.6. Failure to comply with these obligations may result in immediate termination of your access to the Services, without prejudice to any other remedies available to B2Prime MU under these Terms or under Applicable Laws and Regulations.

7.7. We may require information from you at any time for the purposes of complying with any Applicable Laws and Regulations, identity verification requirements, or in connection with the detection of money laundering, terrorist financing, fraud, or any other financial crime, or for any other valid reason. You agree to provide us with any such information we request and permit us to keep a record of the information for the lifetime of your Account as long as it is required to fulfill their intended purposes or such other period as prescribed by Applicable Laws and Regulations.

7.8. Your access to your Account and the Transaction limits that apply to your use of the Services may be altered as a result of information collected about you on an ongoing basis. If there is a reasonable suspicion that any information provided by you is wrong,



untruthful, outdated, or incomplete, we may send you a notice to request corrections, remove relevant information, or do such other things that we consider necessary to ensure that the information provided by you is true and correct.

- 7.9. You must comply with any information request we send to you. If you decline to provide the requested information, or otherwise do not comply in a timely manner, we reserve the right to suspend or terminate your access to your Account, or to all or part of the Services immediately, without prior notice.
- 7.10. We take no liability for the access and use of the Account(s), Services, Platform, or Website by any person who is the citizen/resident or accesses the Services, Platform, or Website from a country in which the access to and use of the Services, Platform, or Website is prohibited by any Applicable Laws and Regulations or where there are any other limitations and restrictions on the access and use of the aforementioned.
- 7.11. **Inactive Account:** An Account shall be considered inactive if, for a period of six (6) months, there have been no deals, transactions, or trading activity (i.e., no open positions or no opening/closing of a position) on the Account and the balance or equity of the Account(s) reaches zero. Inactive Accounts may not have access to trading and may be subject to relevant charges for maintenance and administration.
- 7.12. **Dormant Account:** Accounts without any trading activity for a period of twelve (12) months are considered Dormant Accounts. Dormant Accounts will be closed accordingly.
- 7.13. You acknowledge and agree that, in order to resume trading with an Inactive or Dormant Account, additional conditions set by us may need to be met.
- 7.14. We reserve the right to modify the six-month inactivity period, twelve-month dormancy period, or other terms at our sole discretion and without prior notification. It is your responsibility to monitor the status of your Account(s) and take any necessary actions to maintain Account activity.

## 8. Transactions

- 8.1. We do not represent or warrant that any Transaction will be completed successfully or within a specific time period. We will, however, comply with our Best Execution Policy to the extent possible.
- 8.2. You are responsible for controlling and using your Account. Therefore, we will assume that any Instruction sent from your Account has been authorized by you or an Authorized User unless informed otherwise. You must regularly monitor your Account



history to detect and report any unauthorized or suspicious activity promptly. We are not liable for any claims or losses resulting from a Transaction carried out due to an unauthorized Instruction.

- 8.3. You are responsible for ensuring the accuracy and completion of any Instruction given to us. B2Prime MU will not be responsible for any errors in any Instruction provided by you, nor liable for any losses incurred by you as a result of such errors.
- 8.4. **Transaction based on Manifest Error:** In the event a Transaction is based on a Manifest Error (regardless of whether you or we gain from the error) we reserve the right, without prior notice, and as soon as reasonably practicable after we become aware of the Manifest Error to:
  - (a) amend the details of such Transaction to reflect what we consider in our discretion, acting in good faith, to be correct or fair terms of such Transaction absent of such Manifest Error(s);
  - (b) in the event you do not promptly agree to any amendment under these Terms herein we may void from its inception any Transaction resulting from or deriving from a Manifest Error; and/or
  - (c) refrain from taking any action at all to amend the details of such Transaction or void such Transaction.
- 8.5. We shall not be liable to you for any loss, cost or claim, remand or expense you suffer (including loss of profits or any indirect or consequential losses) resulting from Manifest Error(s) or our decision to enforce the details of the Transaction notwithstanding any Manifest Error(s), except to the extent caused by our own gross negligence, willful default or fraud.
- 8.6. We reserve the right to refuse to follow any of your Instructions if we have reasonable grounds to believe that your or your Affiliates' actions are or may be unlawful. Furthermore, we shall not be liable if you or your Affiliates engage in any unlawful activities while executing your Instructions.
- 8.7. **Transaction limits:** B2Prime MU reserves the right to impose/modify Transaction limits, including increasing or decreasing them, at any time and for any reason. Any change will be made at our absolute discretion and will be subject to any further conditions that we deem necessary.
- 8.8. It is your responsibility to monitor applicable Transaction limits and ensure that your Transactions comply with these Terms and the Platform's Policies. Failure to comply



with these limits may result in order cancellation, Account suspension, or further action.

## **9. Negative Balance Protection**

- 9.1. You shall not be liable for any losses exceeding the total balance of funds available in your Account. B2Prime MU shall apply a negative balance protection mechanism to ensure that your maximum losses from trading activities, including all associated costs and fees, do not exceed the total funds available in your Account.
- 9.2. Where the balance in your Account becomes negative due to market volatility or the use of leverage, B2Prime MU will automatically reset your Account's balance to zero.
- 9.3. Under no circumstances will you be required to make any additional payment to B2Prime MU to cover a negative balance, unless otherwise provided for under the exceptions stated in this clause.
- 9.4. This Negative Balance Protection clause shall apply only to Retail Clients.
- 9.5. B2Prime MU reserves the right not to apply negative balance protection in cases where:
  - (a) You have been reclassified as a Professional Client; or
  - (b) The negative balance resulted from fraudulent or abusive trading activity, or from a breach of these Terms.

## **10. Margining Arrangements**

- 10.1. We are entitled to provide a Margin facility to cover your transactions; such Margin is regulated by the Applicable Laws and Regulations and these Terms.
- 10.2. **Margin Requirements:** You agree to transfer to us such amounts by way of Margin to meet Margin Requirements as determined pursuant to the Annex (entitled 'Margining Terms'). Margin Requirements may be set and varied from time to time at our discretion without prior notice to you including without limitation subsequent variation of any Margin rates set at the time that a Transaction is opened.
- 10.3. **Form of Margin:** Unless otherwise agreed, Margin must be paid in cash. The currency of the cash Margin you pay to us shall be the currency of the relevant underlying Transaction (if applicable) or as we may in our discretion reasonably decide from time to time. You are required at all times to maintain in your Account sufficient Funds to meet all Margin Requirements.
- 10.4. **Margin Call:** We are not under an obligation to keep you informed of your Account balance and the Margin required as it is your responsibility to monitor any shortfalls.



However, we may at any time notify you, that unless you deposit into your Account(s) such additional Margin to meet our Margin Requirements, we may liquidate any or all Open Positions without further notice to you - such notice constituting a Margin Call.

- 10.5. Once issued, you must immediately comply in full with the Margin Call by way of cleared, same day funds regardless of any currency value fluctuations and irrespective of any recovery in the market value of the subject Open Positions. You may not increase or establish any new Open Positions while any Margin Call remains unsatisfied. Notwithstanding the aforementioned, we are not obliged to make any Margin Call to you or within any specific time period.
- 10.6. If you receive a Margin Call from us, it may be made at any time by Valid Communication Channels, Trading Platform or any other agreed means of electronic communication. Therefore, you must notify us immediately and provide alternate contact details to ensure that Margin Calls can be made if you will not be contactable at your usual contact details provided. Where we do make a Margin Call to you, in no way does this waive our rights to liquidate your Transactions.
- 10.7. Margin does not represent the total extent of your financial liability to us as you are liable for all losses in respect of any Transaction and any other costs or payments due under these Terms. Furthermore, you acknowledge and agree that any waiver of Margin or failure to make a Margin Call cannot be relied upon, or treated as, an act, omission or representation as to the current value of any of your Open Positions with us.
- 10.8. **Stop-out:** In the event that there is insufficient Margin on your Account or in the event that the deposited Margin is not sufficient to satisfy the required Margin, we may at our sole discretion choose to close or terminate any or all of your Open Positions immediately without notice to you, such event being a "Stop-out".
- 10.9. We reserve the right to liquidate, close or terminate your Open Positions immediately without notice if:
  - (a) your failure to comply with a Margin Call will constitute an Event of Default after the expiry of the applicable grace period; and/or
  - (b) the entry into any Transaction with you which results in there being insufficient Margin to cover any actual or anticipated losses or liabilities in connection with your Account will constitute an Event of Default and we may at our discretion exercise our rights, regardless of whether or not there has been a Margin Call.



- 10.10. **Set-off on Default:** If there is an Event of Default or these Terms are terminated, we may set off the balance of cash Margin owed by us to you against your obligations (as reasonably valued by us) to us or to any of our Affiliates. The net amount, if any, payable between us following such set-off, shall take into account the Liquidation Amount.
- 10.11. **Further Assurance:** You agree to execute such further documents and to take such further steps as we may reasonably require for perfecting our security interest over, be registered as owner of or obtain legal title to the Margin, secure further the Secured Obligations, enable us to exercise our rights or to satisfy any Market requirements.
- 10.12. **Substitution:** You may not withdraw or substitute any property subject to our security interest without our consent.
- 10.13. **Negative Pledge:** You undertake neither to create nor to have outstanding any security interest whatsoever, nor to agree to assign or transfer, any of the Margin transferred to us.
- 10.14. **Power to Charge:** You agree that we may, to the extent that any of the Margin constitutes “financial collateral” and these Terms and your obligations hereunder constitute a “security financial collateral arrangement”, free of any adverse interest of yours or any other person, grant a security interest over margin provided by you to cover any of our obligations to third parties including obligations owed by virtue of the positions held by us or other of our Clients.
- 10.15. **Power of Appropriation:** To the extent that any of the Margin constitutes “financial collateral” and these Terms and your obligations hereunder constitute a “security financial collateral arrangement” under the Regulations, we shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, you agree that the value of such financial collateral so appropriated shall be the amount of the Margin, together with any accrued but un-posted interest, at the time the right of the appropriation is exercised. The parties further agree that the method of valuation provided for in these Terms shall constitute a commercially reasonable method of valuation for the purpose of the Applicable Regulations.
- 10.16. **General Lien:** In addition, and without prejudice to any rights to which we may be entitled under these Terms or any Applicable Regulations, we shall have a general lien on all property held by us or our Affiliates or our nominees on your behalf until the satisfaction of the Secured Obligations.



10.17. The Parties agree that the Margin Requirements for trading positions shall be determined based on the Net Open Position (“NOP”) principle. You furthermore agree and confirm that B2Prime MU may change Margin Requirements at its sole discretion at any time for all and any Instrument(s) and that such change shall be applicable to the Transaction(s) which will take place in the future, as well as to the existing Open Position(s)/Transaction(s). The Client shall monitor their Account so that the Account has sufficient balance and equity to meet Margin Requirements. Basic Margin Requirements may be found under the following link:  
[https://docs.google.com/spreadsheets/d/1udGJciG3UZbe4-iOeTDxFbiAbhWHtnvpEV  
Okm1dwjLI/edit?roistat\\_visit=1610386#gid=1558581505](https://docs.google.com/spreadsheets/d/1udGJciG3UZbe4-iOeTDxFbiAbhWHtnvpEVOkm1dwjLI/edit?roistat_visit=1610386#gid=1558581505)

B2Prime MU reserves the right to change the link(s), and the Client will be notified of such changes via Valid Communication Channels.

10.18. You accept our right to notify you that your Account can enter Margin Call at 100%. The Margin Call calculation is the following:

Margin level = Equity / Margin used x 100% or (Account Balance + Unrealized PnL) / Margin Used x 100%

10.19. You acknowledge that if your margin level reaches equal or less than 80%, we have the right to close your Open Positions at our own discretion.

10.20. You acknowledge your sole responsibility to check the system settings, including but not limited to settings of a Trading Platform, instruments, mark-ups, commissions, leverage, Margin Requirements, Margin Call / Stop Out level, before starting trading with Instruments, placing orders and conducting transactions. In case of your failure to check and correct this data, you agree to release us from any kind of liability.

10.21. On the occurrence of an Event of Default under these Terms, we have the right to retain your cash held as Margin for as long as permitted by the applicable rules or for as long as your obligations to us are not executed. Further, we are entitled to extinguish your obligations under these Terms with the Margin held by us.

## 11. Best Execution Policy

11.1. We execute orders in accordance with our Best Execution Policy. Our Best Execution Policy details the circumstances in which we owe best execution to you.

11.2. You are required to consent to our use of our Best Execution Policy before we are able to act for you, which consent you will be deemed to have given by accepting these Terms.

11.3. As explained more fully in our Best Execution Policy, best execution is the requirement to take all sufficient steps to obtain the best possible result when executing Transactions with you, taking into account the following execution factors:

- (a) price;
- (b) costs;
- (c) speed;
- (d) the likelihood of execution and settlement;
- (e) size;
- (f) the nature of the Transaction; and
- (g) any other consideration relevant to the execution.

We have prioritized these execution factors depending on the particular asset classes/Transactions. We have also explained the circumstances in which best execution would not apply (e.g., you provide us with specific Instructions, we act as your counterparty, and you have no legitimate reliance on us for best execution).

11.4. We monitor the effectiveness of our Best Execution Policy on a regular basis to ensure that we consistently achieve the best results for you.

## **12. Client Money**

12.1. The provisions in these Terms related to Client Money, are subject to the terms and conditions of the banks, credit institutions and other entities with which such Client Money is held and through which such funds are transferred.

12.2. We will endeavor to hold Client Money on your behalf with authorized regulated banks or credit institutions. The Client Money will be kept in bank accounts denominated as Client Money and clearly segregated from our own funds. Client Money deposited may be kept in one or more omnibus accounts with any authorized regulated bank or credit institution which we will specify from time to time and will be held in our name denominated as Client Money as set out above. We will not be liable for the insolvency, acts or omissions of any third party referred to in this clause or for any loss suffered as a result of any shortfall in any omnibus account.

12.3. We deposit Client Money held on behalf of our Clients in an account and/or accounts opened with a proper institution or receive funds through payment processing companies, provided that we have exercised all due care, skill and diligence in the selection, appointment and periodic review of such banks and payment processing companies and of the arrangements for the holding and

safekeeping of Client Money which they have in place. We exercise all due care, skill and diligence in the selection, appointment and periodic review of the institution, where the funds are placed and the arrangement for the holding of those funds. We shall take into account the expertise and reputation of the institution as well as the legal and regulatory requirements or market practices related to the holding of Client Money that could adversely affect the protection afforded to the Client Money.

- 12.4. We shall take all necessary measures in order to ensure that any Client Money deposited is identifiable separately from the cash belonging to us by means of differently titled accounts on the books of the bank(s) or other equivalent measures that achieve the same level of protection. Similarly, as per the requirements of the Applicable Laws and Regulations, we, on receiving any Client Money, shall promptly place those funds into one or more accounts denoted as "clients' accounts". We apply the same principles for payment processing companies.
- 12.5. Where necessary, we shall apply diversification as to where Client Money is held, through the maintenance of accounts with several third parties.
- 12.6. We may hold Client Money in omnibus accounts with financial and credit institutions. In this respect, you are hereby warned that there is a risk of loss emanating from the use of omnibus accounts in financial or credit institutions. In such cases it may not be possible to distinguish if the particular Client Money is held by a certain financial or credit institution. Omnibus accounts may also hold other types of risks including legal, liquidation risk, haircut risk, third-party risk, etc.
- 12.7. We are not responsible for the insolvency, acts or omissions of any bank, although we will take reasonable care when choosing which bank to open a Client Money account.
- 12.8. In the event of insolvency or any other analogous proceedings in relation to a financial or credit institution (including payment processing company) where Client Money is held, we (on behalf of the Client) and/or you may only have an unsecured claim against the financial or credit institution, and you will be exposed to the risk that the money received by us from the financial or credit institution, is insufficient to satisfy your claims with claims in respect of the account.
- 12.9. You and we may in a separate agreement establish that all the money you transfer to us (or part thereof) is not subject to the any rules pertaining to Client Money, in which case:

- (a) we will treat such money as a transfer of full ownership of money to us for the purpose of securing or otherwise covering your present, future, actual, contingent or prospective obligations, and we will not hold such money in accordance with the rules pertaining to Client Money;
- (b) any money received by us from you for your Account under the said agreement, subject to all other provisions of these Terms will be owed by us to you;
  - (i) because full ownership of the money is transferred to us, you no longer have a proprietary claim over the money, and we can deal with it in our own right;
  - (ii) in the event of our insolvency, you will rank as our general or unsecured creditor in respect of such money and you will have no rights or claim in relation to such money, save for those set out in applicable laws; and
  - (iii) if we have closed all Accounts you have had with us and you have paid to us in full all amounts you owe us and have no further present or future obligations to us, we will transfer to you an amount equal to any money you paid to us for your Account that remains after all amounts you owe us (under these Terms) have been paid and deducted (including in relation to all Accounts you have had with us).

12.10. **Manufactured Income:** Any manufactured income in respect of any Transaction executed with you, and any manufactured rights in respect of any Transaction executed with you, will be accounted for to you and held to your instructions, subject to any deductions (including with respect to tax) and all your obligations to us being first satisfied.

12.11. **Return of Funds:** Subject to all your obligations to us being first satisfied, any funds that have not been committed for any Transactions and/or any Open Positions will be returned to you upon receipt of written instructions from you to us using the prevailing procedure in place by us from time to time and as communicated to you by us from time to time.

### **13. Supported Instruments**

The Services are only available in connection with supported Instruments, which may change from time to time. A list of the supported Instruments is published on our website. We may add, remove, or suspend one or more Instruments from the list of supported Instruments at any time without prior notice.

#### **14. Fees and payment terms**

14.1. While there is no charge to register an Account, you may be charged fees, commissions, interest or other charges in connection with the Services at the rates and terms specified on the Website and/or the Platform, based on your Client Categorisation.

14.2. Depending on the selected Service, the following schedule may be applied in respect of the first payment:

- If the Delivery Date is between the 1st and 10th calendar day, the full monthly fee applies for the entire calendar month.
- If the Delivery Date is between the 11th and 20th calendar day, half of the monthly fee applies.
- If the Delivery Date is between the 21st and 31st calendar day, no monthly fee is payable for the current month.

14.3. Advance payments made by you for the Services are not refundable.

14.4. You may receive invoice(s), where applicable, on a regular basis, for amount(s) representing the fee(s)/charge(s) due/payable. You understand and accept that we have the right to deduct any amounts due from any of your Account(s) held by us. The relevant charge(s) set by us will be applied immediately for every single trade once it is conducted, and the due amount(s) will be deducted automatically by us from your Account(s) held with us. We may recalculate fee(s)/charge(s) at the start of the new billing month for the previous month and issue relevant invoice(s), where applicable. In the event the automatically deducted charge(s) exceeds the amount received as a result of the recalculation, we shall make a refund. In the event the automatically deducted charge(s) is lower than the amount received as a result of the recalculation, you shall pay the difference under the invoice(s) issued by us.

14.5. All invoices must be paid within five (5) Business Days from the date on which the invoice(s) is delivered. An invoice shall be considered to be delivered from the moment it is sent to the Client via Valid Communication Channels.

14.6. In cases where you fail to make a payment in a timely manner and your Account(s), held with us, does not maintain enough funds to cover the payment of amount(s) due/payable, we reserve the right to:

- (a) suspend, limit or restrict the provision of the Service(s), until the settlement is made in full;



(b) terminate your use of the Services with immediate effect.

14.7. In the event of delays in payment, we reserve the right to apply penalties as deemed appropriate.

14.8. You hereby agree and confirm that any charges that may be applicable for deposits, withdrawals, transfers, or exchanges shall be covered by you.

14.9. We reserve the right to revise the current fees and payment terms at any time due to changes in market conditions, inflation and/or due to any other changes that affect the provision of the Services. Where there is any material change in any applicable charges, you will be informed in writing in advance through Valid Communication Channels, unless such change comes as a result of an unforeseen market circumstance, where we may notify you on or after the event. You will find the most up-to-date information about our charges on our Platform. Changes shall come into force and become obligatory for you from the date specified by B2Prime MU through Valid Communication Channels. In such cases, if you do not accept the new payment terms and fees, you have the right to terminate your use of the Services in accordance with these Terms.

14.10. **Additional Costs:** You should be aware of the possibility that other costs or taxes may exist that are not paid or imposed by us such as costs or fees applied by banks or other financial institutions.

14.11. **Payments:** All payments shall be made by you without set-off or counterclaim. All such payments shall be made without any deduction and free and clear of any taxes, except to the extent that you are required by law to make payment subject to taxes. If any tax or amounts in respect of tax must be deducted, or any other deductions must be made, from any amounts payable or paid by you under these Terms, you shall pay such additional amounts as may be necessary to ensure that we receive a net amount equal to the full amount we would have received had the payment not been subject to tax or such other deductions.

14.12. We have the right to not accept funds deposited or cancel a deposit due to AML/CFT policies. In such circumstances, we will remit the funds back.

14.13. If we receive any amounts in respect of your obligations under these Terms in a currency other than in which the amount was payable, you agree that we may convert that amount into the currency in which it was payable and deduct the costs of doing so from that amount (i.e., the cost of conversion). We will perform such conversion at a



rate of exchange reasonably determined by us in accordance with the prevailing market rates.

14.14. **Third-Party Payments:** In respect of any transaction, payment, or withdrawal made with the Platform, unless expressly affirmatively agreed between us in writing:

- (a) we reserve the right not to comply with any request by you to make a payment or a delivery to a third party; and
- (b) where we become aware that funds have been paid to us or a delivery made to us other than by you, we reserve the right to refuse such payment or delivery.

14.15. If you breach the payment terms and fail to pay the fees in full for one month from the date of invoice issue, it shall constitute a Material Breach of these Terms, entitling B2Prime MU to discontinue the Services and subsequently terminate any other agreement with you according to its terms.

14.16. B2Prime MU shall be entitled to recover all reasonable costs of collection (including reasonable attorneys' fees, expenses, and costs) incurred in attempting to collect undisputed payments from you. You expressly agree that B2Prime MU may use all legal means of debt collection, including but not limited to transferring or assigning the debt to an Affiliate or other third-party entity for collection, to use factoring or other mechanisms of debt sales.

14.17. Any exchange in currency, required to deduct such fees, will be done at the rate offered on the Platform at the time of the deduction, or, if no rate is then available, a rate calculated at our discretion.

14.18. **Inactivity Fee:** Inactive Accounts will be charged a monthly fee (the "Inactivity Fee") of USD 10.

14.19. The Inactivity Fee will continue to be charged monthly as long as the Account remains inactive. If the balance of an inactive Account is less than the applicable fee, the Inactivity Fee for such Account shall be equal to the amount of the remaining balance. The Inactivity Fee will be charged separately on each of your inactive Accounts.

## 15. General Obligations

### 15.1. Your obligations include:

- (a) to act in good faith and adhere to these Terms as well as other provisions governing the use of our Services, and timely as well as properly fulfill your obligations to B2Prime MU;

- (b) to provide us with information, documents, and data that is accurate, correct, up to date, not misleading, and free of viruses or other computer programs or files that could interfere with the normal functioning of the Platform and/or related applications;
- (c) to promptly (not later than on the same Business Day (in case of non-Business Day, on the earliest Business Day) as you become aware of that) notify us of improperly provided Services, of loss, theft, unauthorized use or illegal acquisition of the Account credentials;
- (d) to take all reasonable measures necessary to prevent illegal disclosure, appropriation, or use of your data related to Transactions;
- (e) at all times to comply with all Applicable Laws and Regulations, including, but not limited to, AML/CFT regulations;
- (f) you are responsible for taking appropriate action to protect your hardware and data from viruses and malicious software, and any inappropriate material. Except as provided by Applicable Laws and Regulations, you are responsible for backing up and maintaining duplicate copies of any information you store or transfer through the Services. We are not responsible for any claim or losses resulting from your failure to comply with this clause.
- (g) you acknowledge that all relevant statements, including but not limited to financial statements, transaction summaries, and account activity reports ("Statements"), are available for download via the Platform at all times, excluding any scheduled maintenance or system outages, and that is your sole responsibility to access and download your Statements directly from the Platform on a regular basis and review them to ensure you have the necessary records for their financial or operational needs. B2Prime MU shall not be responsible for providing physical or alternative copies of such Statements unless otherwise agreed upon in writing. If you experience difficulties or require assistance with accessing or downloading Statements, you should contact the B2Prime MU for assistance.
- (h) you agree to familiarise yourself and comply with the terms and conditions of any Trading Platform that you use in relation to the services, and acknowledge that non-compliance with any such terms and conditions may result in the termination of the Services.

**15.2. B2Prime MU's obligations include:**

- (a) to act in good faith and with discretion in order to serve your best interests;
- (b) take timely measures to correct any operational faults with Service provision and/or the Platform;
- (c) to reasonably uphold the highest standards in delivering the Services;
- (d) to take all necessary steps to ensure that all security measures, designed to secure the use of the Services, are implemented;
- (e) to ensure the confidentiality of any personal, financial, or sensitive information provided by you, and to comply with Applicable Laws and Regulations pertaining to data protection.

## **16. Restrictions**

- 16.1. You or your Authorized Users shall not (and shall not authorize, direct and/or request any third party to):
  - (a) breach these Terms or any agreement entered into pursuant to, or in connection with, these Terms;
  - (b) engage in fraudulent activities, or cause us to suspect that you or any Authorized User have engaged in fraudulent activities and/or Transactions;
  - (c) provide false, inaccurate, or misleading information in connection with your use of the Services, in communications with us, or otherwise connected with these Terms;
  - (d) decompile or disassemble the Services, separate into its component parts, or in any way attempt to reverse engineer, reconstruct, or discover any source code or algorithms by any means whatsoever;
  - (e) remove any product identification trademark, copyright, confidentiality, proprietary or other notice, contained within the source code of the Services;
  - (f) translate, modify, or create any derivative works from the Services or any part thereof without the prior written approval of B2Prime MU;
  - (g) sell, sublicense, lease, rent, loan, assign, convey, or otherwise transfer the Services or any components in other way than allowed by these Terms;
  - (h) publish or otherwise make available to any third party any benchmark testing information or results related to Services without the prior written consent of B2Prime MU;
  - (i) provide or allow any unauthorized individual or entity access to the Services or its operations without the prior written consent of B2Prime MU;



- (j) otherwise copy or use the Services for any purpose or in any manner not expressly permitted in these Terms;
- (k) violate, or attempt to violate, (a) any Applicable Laws and Regulations; or (b) ours or any third party's copyright, patent, trademark, trade secret, or other intellectual property rights, or rights of publicity or privacy.

## **17. Abusive Trading Strategies**

- 17.1. You are not permitted to use your Account, the Platform, the Services, or any property of B2Prime MU or its Affiliates to carry out any trading strategies aimed at manipulating transactions/prices and any other market conditions, manipulating devices, violating your Account, API, the Platform, any other software, which were delivered by us or our Affiliates, exploiting error(s) in prices and/or concluding transaction(s) at prices that are not representing the market value(s) and/or differ significantly from the mid-market value(s), including latency. We are entitled to acknowledge transaction(s) as concluded under non-market value and/or provided to you with a non-market quotation (artificial price), at our sole discretion, and conduct any actions in accordance with these Terms.
- 17.2. If, in our sole opinion, we find that any high-frequency trading you undertake amounts to toxic flow, we reserve the right to change execution conditions or demand that you cease such trading strategies.
- 17.3. We shall not permit/accept abusive trading strategies, whether by using sophisticated technology, or manual methods, when such trading is based on error(s) or any other method(s) found to be abusive but not pre-defined.
- 17.4. We may take one or more of the following countermeasures if you are found to be using abusive trading strategies (whether mentioned above or not predefined) or toxic flow:
  - (a) adjust the price(s) provided to you;
  - (b) change the price spreads offered to you;
  - (c) change the trading conditions/limitations applied to your Account(s);
  - (d) cancel the transaction(s);
  - (e) enter the values that transaction(s) would have had if the correct trading conditions, not considered abusive, were applied;
  - (f) restrict withdrawals from your Account(s) during our internal investigation if it is additionally needed;



- (g) retrieve from your Account(s) any historic trading profits, provided that we can document that such trading profits have been made through exploiting of error(s) in price(s), at any time during the relationship with you;
- (h) terminate the relationship with you immediately by the way of written notice, in accordance with these Terms.

## **18. Representations and Warranties**

- 18.1. By accepting these Terms, you hereby represent and warrant to us, at all times, the following:
  - (a) all documents and information you provide to us are true, accurate, complete, and up to date in all respects, and may be relied upon by us in determining whether or not you are eligible to access the Platform or to use the Services;
  - (b) you have declared in the onboarding process if you are a Politically Exposed Person, and/or will notify B2Prime MU if at any stage during the course of these Terms you become a Politically Exposed Person;
  - (c) you are eligible to use our Services by complying with the criteria listed in the section “Eligibility”;
  - (d) you have read and commit to be bound by these Terms;
  - (e) all decisions made by you in connection with these Terms and the Services are solely and exclusively based on your own judgment and after your own independent appraisal of your financial resources, ability, and willingness to take relevant risks and financial objectives;
  - (f) you have sufficient expertise, experience, and knowledge necessary to make informed decisions regarding using the Services and the Platform, and you will not rely on any message or statement (written or oral) of B2Prime MU or its Affiliates as investment advice or recommendations to enter into any Transaction;
  - (g) you have enough knowledge relating to financial instruments to use our Services, and understand that you are solely responsible for determining the nature, potential value, suitability, risks, and appropriateness of our Services;
  - (h) that we have not advised you, nor individually recommended you, to use our Services, excluding any advertisement of our Services;
  - (i) confirm and understand that financial regulations, financial codes, financial ethics, and contractual requirements vary worldwide, and it is your responsibility to make sure that you comply with any and all local regulations, directives, restrictions, and



laws in your local place of residence or registration of an entity before using our Services; confirm that your use of our Services does not violate any Applicable Laws and Regulations of any jurisdiction that applies to you.

## **19. Events of Default**

Each of the following shall constitute an Event of Default:

- 19.1. you fail to make any payment (including, without limitation, any Margin required to be delivered pursuant to a Margin Call) when due under these Terms, or you fail to observe or perform any other provision of these Terms and such failure continues for one (1) Business Day after notice of non-performance has been given by us (including via the Platform);
- 19.2. the entry into any Transaction by you or on your behalf which results in there being insufficient Margin to cover any actual or anticipated losses or liabilities in connection with your Account, regardless of whether or not there has been a Margin Call;
- 19.3. you commence a voluntary liquidation or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a "Custodian") of you or any substantial part of your assets; or if you take any corporate action to authorize any of the foregoing; and, in the case of a reorganisation, arrangement or composition, we do not consent to the proposals;
- 19.4. an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian of you or any substantial part of your assets and such insolvency case or other procedure either, has not been dismissed within fifteen (15) days of its institution or presentation, or has been dismissed within such period but solely on the grounds of an insufficiency of assets to cover the costs of such case or other procedure;

- 19.5. you are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you; or indebtedness of yours is not paid on the due date therefore, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to these Terms are commenced for any execution, any attachment or garnishment, or distress against or an encumbrancer takes possession of, the whole or any part of your property, undertaking or assets (tangible and intangible);
- 19.6. any information you have provided to us, including with respect to your knowledge and experience in dealing in complex financial instruments and of your economic profile and sources of wealth proves to be wrong and/or incomplete and/or misleading;
- 19.7. you are dissolved, or, if your capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedure is commenced seeking or proposing your dissolution, removal from such register, or the ending of such a registration;
- 19.8. we consider it necessary or desirable to prevent what we consider to be or what might be a violation of any Applicable Regulation or good standard of market practice;
- 19.9. any Event of Default occurs in relation to you under any other agreement between us; and
- 19.10. we consider it necessary or desirable for our own protection or any action is taken or event occurs which we consider might have a material adverse effect upon your ability to perform any of your obligations under these Terms.

## **20. Netting**

- 20.1. **Rights on Default:** On the occurrence of an Event of Default, we may exercise our rights under these Terms, except that, if automatic termination applies in the case of the occurrence of any Event of Default, such rights will automatically be exercised.
- 20.2. **Liquidation Date:** At any time following the occurrence of an Event of Default, we may, by notice to you, specify a date (the "Liquidation Date") for the termination and liquidation of Transactions in accordance with this clause.

**20.3. Automatic Termination:** Notwithstanding clause 19.2 (Liquidation Date) where automatic termination applies, the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date, without the need for any notice by us and the provisions of the following sub-sections shall then apply.

Automatic termination shall apply to any party whose center of main interest is in a jurisdiction in respect of which the most recent legal opinion provided (by reference to the time at which the rights and obligations under this Section apply) to us by the relevant industry association states that automatic termination is recommended.

**20.4. Calculation of the Liquidation Amount:** Upon the occurrence of a Liquidation Date:

- (a) neither Party shall be obliged to make any further payments or deliveries under any Netting Transactions, have fallen due for performance on or after the liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount;
- (b) on, or as soon as reasonably practicable thereafter, the Liquidation Date, we shall determine (discounting if appropriate), in respect of each Netting Transaction the total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency specified by us to you, failing any such specification, and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position, as a result of the termination, pursuant to these Terms, of each payment or delivery which would otherwise have been required to be made under such Netting Transaction (assuming satisfaction of each applicable condition precedent and having due regard, if appropriate, to such market quotations published on or immediately preceding, the date of calculation); and
- (c) we shall treat each cost or loss to us, determined as above, as a positive amount and each gain by us, as so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the "Liquidation Amount").

**20.5. Payer:** If the Liquidation Amount is a positive amount, you shall pay it to us and if it is a negative amount, we shall pay it to you. We shall notify you of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.

20.6. **Other Transactions:** Where termination and liquidation occur, we shall also be entitled, at our discretion, to terminate and liquidate any other Transactions entered into between us which are then outstanding.

20.7. **Payment:** Unless a Liquidation Date has occurred or has been effectively set, we shall not be obliged to make any payment or delivery scheduled to be made by us under a Netting Transaction for as long as an Event of Default or an event which may become (with the passage of time, the giving of notice, the making of any determination hereunder, or any combination thereof) an Event of Default with respect to you has occurred and is continuing.

20.8. **Base Currency:** For the purpose of any calculation hereunder, we may convert amounts denominated in any other currency into the Base Currency at such a rate prevailing at the time of the calculation as we shall reasonably select.

20.9. **Additional Rights:** Our rights under this Section shall be in addition to, and not in limitation or exclusion of, any other rights that we may have (whether by agreement, operation of law or otherwise).

20.10. **Application of Netting to Netting Transactions:** This Section applies to each Netting Transaction outstanding between you and us.

20.11. **Single Agreement:** These Terms, the particular terms applicable to each Netting Transaction, and all amendments to any of them shall together constitute a single agreement between you and us. We both acknowledge that all Netting Transactions entered into on or after the commencement of these Terms takes effect are entered into in reliance upon the fact that these Terms and all such terms constitute a single agreement between us.

20.12. **Other Agreements:** The provisions of this Section shall not apply to any Transaction that is subject to liquidation and termination under any other agreement between you and us. However, any sum resulting from a liquidation and termination under such other agreement may be set off against the Liquidation Amount.

## 21. Rights on Default

On the occurrence of an Event of Default or at any time after we have determined, in our absolute discretion, that you have not performed (or we reasonably believe that you will not be able or willing in the future to perform) any of your obligations to us, in addition to any rights under Clause 19 (Netting), we shall be entitled to without prior notice to you:



- 21.1. instead of returning to you investments equivalent to those credited to your Account, to pay to you the fair market value of such investments at the time we exercised such rights; and/or
- 21.2. to sell such of your investments as are in our possession or in the possession of any nominee or a third party appointed under or pursuant to these Terms, in each case as we may in our absolute discretion select and upon such terms as we may in our absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realize funds sufficient to cover any amount due by you hereunder; and/or
- 21.3. to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your contracts, positions or commitments.

## **22. Disclaimer of Warranties**

Except as expressly set forth, the Services, the Platform (including the front end and its components), any updates, any documentation, and any other materials provided hereunder, are provided "as is" and "as available" and are subject to change. Neither party makes any warranties, conditions, representations, guarantees or terms (express or implied, whether by statute, common law, custom, usage or otherwise) in connection with these terms and hereby disclaims any and all implied or statutory warranties, including all implied warranties of results, security, integration, quiet enjoyment, satisfactory quality, merchantability, non-infringement, fitness for a particular purpose, error-free or uninterrupted operation, and any warranties arising from a course of dealing, course of performance, or usage of trade. In no event shall B2Prime MU be liable for any direct, indirect, incidental, special, compensatory or consequential damages however caused and on any theory of liability, whether in contract, strict liability, or tort arising in any way out of the use of the Services provided by these Terms. To the extent that a Party may not, as a matter of Applicable Laws and Regulations, disclaim any warranty, the scope and duration of such warranty shall be the minimum permitted under such law(s).

## **23. Indemnity**

23.1. You hereby undertake and agree to indemnify us and hold us harmless upon demand from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all claims, liabilities, damages (actual and consequential), losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation), costs, and expenses, including without limitation all interest, penalties and legal and other reasonable attorneys' fees and other professional costs and expenses ("Losses"), arising out of or in any way connected with:

- (a) your access to or use of your Account and/or the Services;
- (b) your breach or alleged breach of these Terms or your contravention of any other clause or sub-clause of these Terms, including any Policy and any other terms and conditions incorporated by reference;
- (c) your contravention of any Applicable Laws and Regulations; and
- (d) your violation of the rights of any third party.

23.2. You hereby irrevocably and unconditionally agree to release us from any and all claims and demands (and waive any rights you may have against us now or in the future in relation to any losses you may suffer or incur), arising directly or indirectly out of or in connection with any dispute that you have with any end user or other third party in connection with the Services (including any digital asset transactions) or the subject matter of these Terms.

## **24. Limitation of Liability**

24.1. Without prejudice to the foregoing, B2Prime MU makes no representations or warranties regarding the timeliness, accuracy or completeness of any data or other information on the Platform or results you receive when accessing or using the Platform. B2Prime MU does not bear any responsibility for claims related to any software, technology or equipment, the Platform, data or any other information, materials, the Instruments or the fact that the Platform meets your requirements or that access to it must be continuous, timely, safe, complete, accurate, free from errors and defects.

24.2. To the fullest extent permitted by law, B2Prime MU shall not be liable for any indirect, incidental, consequential, special, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, which you or any other person may suffer or incur in connection with the Services, the use or

inability to use the Platform, unauthorized access to your Account, and in respect of any digital asset or otherwise.

- 24.3. B2Prime MU shall not be held liable if you provide false and/or incomplete information or in case of discrepancies in the information provided by you.
- 24.4. B2Prime MU shall not be liable for any non-performance or improper performance of its obligations under these Terms if such failure is caused by your actions or inaction that hinder the proper execution of the Services.
- 24.5. B2Prime MU shall not be liable for any financial loss, damages, or interruptions arising from the use of your Account or the Platform, including but not limited to: technical faults that prevent access to your Account; integration of the system or any of its components (such as APIs or plug-ins) into your website or system; fluctuations in digital asset values; system hacks, server failures, or data loss; technical faults in the digital asset system; forgotten passwords; the security of your passwords and private keys; unauthorized access to your Account; corrupted files or data; incorrectly constructed transactions or mistyped digital asset addresses. Additionally, B2Prime MU is not liable for any losses or damages resulting from unauthorized use of your Account by you or any third party, regardless of whether such use was authorized by you, or for any interruptions, errors, delays, system or network failures, viruses, or any other harmful code affecting the Platform. B2Prime MU furthermore disclaims any responsibility for loss of data or damage to any device or equipment used to access the Platform. Furthermore, B2Prime MU is not liable for the actions or omissions of any third parties that may affect the use of the Services.
- 24.6. B2Prime MU shall not be held liable in cases where you fail to fulfill your obligations to end users (if any) and/or due to your negligence/breach of these Terms/breakdown of the Services due to Malicious Code or other factors which occurred beyond reasonable control of B2Prime MU. B2Prime MU shall not be obliged to return any amount(s) lost in regard to such cases.
- 24.7. B2Prime MU is not responsible for any losses incurred as a result of trading decisions made by you. You are solely responsible for your trading decisions and should consider obtaining professional advice before engaging in trading activities.
- 24.8. B2Prime MU is not responsible for the actions or omissions of any third party operator or provider of any Trading Platform, and will not accept liability for any losses arising from the use of such third party Trading Platforms.



- 24.9. You agree to indemnify, release, and hold harmless us, our Affiliates, and any company under common ownership or control with us or our Affiliates as well as the officers, directors, agents, representatives, and employees of the foregoing, from any claim, liability, loss, expense or demand, including legal fees, related to your use of our Services.
- 24.10. During periods of heavy trading and/or fast or volatile market conditions with wide price fluctuations (“Fast Markets”), there may be delays in executing your orders or providing trading activity reports to you. If you place a market order in a Fast Market, there may be a significant difference in the quote you receive prior to or at the time you place the order and the execution price you receive. By placing a market order under such conditions, you accept this risk and waive any claim related to a difference between the quoted and execution price. If we, in our sole discretion, believe that any particular Instrument is or may be volatile, we may, but are not obligated to, decline to allow you to place orders for that Instrument through the Trading Platform. In addition, we reserve the right but are not obligated, to prevent any Instrument from being traded through the Trading Platform. We are not liable to you for any losses, lost opportunities or increased commissions that may result from you being unable to place orders for Instruments through our Services.

## **25. Website**

The Website is the property of B2Prime. Any download or any other kind of copying of software or materials on the Website shall not be construed as granting you either expressed or implied rights or licenses. Any materials uploaded by you to the Website become the property of B2Prime and can be used by B2Prime for all purposes not prohibited by law and may also be published by B2Prime, including the transfer of their existing legislative or supervisory authority under whose jurisdiction B2Prime is.

B2Prime MU reserves all rights relating to copyright and the use of trademarks, and exercises those rights in full and within the limits of Applicable Laws and Regulations. B2Prime monitors compliance with copyright and other rights, the violation of which is punishable by law.

## **26. Third-Party Websites**



Our Website may contain links to websites owned and/or controlled by third parties. We are not responsible for any content or information contained in such third-party websites, and we accept no liability for any harm that may arise through your accessing such websites.

## **27. Platform Maintenance**

From time to time, maintenance may be required on the Website or Platform, during which access to the Website or Platform may be temporarily unavailable. You acknowledge that such maintenance is necessary to ensure and improve the ongoing provision of Services. While we will make every reasonable effort to process Transactions promptly, we do not warrant or guarantee any specific timeline for processing Transactions.

## **28. Risks**

- 28.1. You are directed to our separate Risk Disclosure Statement, which is a more comprehensive (but still non-exhaustive) disclosure of the risks of using the Services. This clause is only an outline and should not be construed as a comprehensive statement of risks. You acknowledge that you have read the Risk Disclosure Statement and have made reasonable efforts to educate yourself about the risks associated with the Instruments, the Services, and the use of the Platform as applicable.
- 28.2. **No guarantee of profit:** as trading in Instruments involves risk, you acknowledge that there is no guarantee of profit, that we have not made any representations as to profit, and that there is a risk of losing all of your capital.
- 28.3. **No advice:** You acknowledge that investment in Instruments involves substantial risk and that you are fully aware of and willing to assume the risks associated with such transactions. B2Prime MU does not provide any investment, legal, or tax advice in connection with the Services. You are solely responsible for determining whether any investment or transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance. You should consult your legal or tax professional regarding your specific circumstances.
- 28.4. **Use of Services at your own risk:** The use of the Services involves significant risks. Before deciding to use the Services, you should carefully consider your objectives, financial situation, needs, and level of experience. Trading activities related to the Services may not be suitable for all users. Market conditions can fluctuate widely, and the prices of the Instruments may rapidly increase or decrease. Such volatility can lead to the loss of all or a substantial portion of your investment in a short period of time.



- 28.5. **Leverage:** Trading with leverage carries significant risks, and it is crucial that you fully understand these risks when trading in Instruments with leverage. Even a small market movement can have a disproportionately large effect on the leveraged funds you have deposited or will need to deposit, which may either work in your favor or against you. You may incur a total loss of your initial margin and, in exceptional cases, any additional funds deposited with B2Prime MU to maintain your position. If the market moves against your position or Margin Requirements increase, you may be required to deposit substantial additional funds at short notice to maintain your position. Failure to meet this requirement within the prescribed timeframe may result in the liquidation of your position at a loss, and in exceptional cases, you may be responsible for covering any resulting deficit.
- 28.6. **Spreads:** You acknowledge and agree that the spreads on the Instrument(s), offered during normal market conditions, may differ in the events of volatile markets. In the volatile markets, it may happen that the spreads offered are wider than the spreads otherwise offered.

## **29. Confidentiality**

- 29.1. The Parties acknowledge that, from time to time, a Disclosing Party may disclose Confidential Information to the Receiving Party.
- 29.2. The Receiving Party shall use such confidential information solely for fulfilling its responsibilities and obligations under these Terms and for no other purposes. The Receiving Party shall retain such Confidential Information in strict confidence and shall not disclose it to any third party without the Disclosing Party's written consent, except to any third party engaged or contacted by B2Prime MU to ensure the provision of Services or compliance with Applicable Laws and Regulations, as well as to law enforcement.
- 29.3. Each Party shall use at least the same procedures and degree of care which it uses to protect its own Confidential Information of like importance, and in no event less than reasonable care, and shall be responsible and liable for any use or disclosure of the Confidential Information, including by its employees or other related persons, in violation of these Terms.
- 29.4. The Receiving Party shall immediately notify the Disclosing Party of any unauthorized use or disclosure or suspected unauthorized use or disclosure of Confidential Information.



29.5. We will treat all information we hold about you or your Account or Transactions as confidential, even when you are no longer a Client. Notwithstanding any provisions to the contrary, you agree that we may disclose this information:

- (a) to those who provide services to us or act as our agents;
- (b) to anyone to whom we transfer or propose to transfer either our rights or duties under these Terms;
- (c) to any third party as a result of any restructuring, sale or acquisition of any affiliates provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us;
- (d) to regulators and governmental agencies, in any jurisdiction, where we are required to do so by Applicable Laws and Regulations;
- (e) where there is a public duty to disclose, or our interests require disclosure; or

29.6. If (a) an exchange, a clearing house, a regulatory body or governmental authority makes an inquiry in respect of any of your Transactions or Accounts, or (b) submission of information about you and/or your Transactions or Accounts is required or desirable under any Applicable Laws and Regulations, then: (i) we may act upon such inquiry and disclose such information without your further authorisation and/or confirmation; and (ii) upon our request, you agree to co-operate with us and promptly to supply the information requested by us in connection with such inquiry or submission. You understand that under the Applicable Laws and Regulations, we may not be permitted to disclose to you the fact of any inquiries or disclosures made in relation to your Transactions and your Accounts, and you waive any claims you may have against us for not notifying you regarding any such inquiries or disclosures.

29.7. The use of your personal data is governed by B2Prime MU's Privacy Policy, as amended from time to time.

29.8. We will only retain your personal data for as long as is necessary for the performance of these Terms, and for the purposes of legal and regulatory compliance.

29.9. You are responsible for the confidentiality and use of, and will reasonably safeguard and will not permit others to use, your Account's credentials, such as your username, password or security device. You agree to provide immediate notice to us of any theft or loss of such credentials, or any unauthorized access to your Account. Use of your credentials to affect any action will constitute conclusive evidence that we may treat such action as authorized. You are responsible for all transactions entered using your



credentials. We are not liable for loss or damage caused by any third party using your credentials.

- 29.10. We shall record and/or monitor your telephone conversations, training sessions and written correspondence between the Parties for security purposes, and we reserve the right to use such recordings as evidence in any dispute resolution process.
- 29.11. If any disclosure of Confidential Information is required by you pursuant to Applicable Laws and Regulations, you shall provide us with reasonable notice and opportunity to contest the need for such disclosure or to seek a protective order therefore. If we fail to contest the need for such disclosure or to obtain a protective order, you may disclose only that portion of the Confidential Information that is legally so required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally required disclosure.

## **30. Usage Information**

- 30.1. We may from time to time gather or ask for information regarding your use of the Platform or the Services for the purposes of continuously improving our services. Such information shall not include any Confidential Information or personally identifiable data.
- 30.2. You agree that we may collect and use such information for the purpose stipulated.

## **31. Trade Data**

- 31.1. You acknowledge that we own any and all trade data generated from your Transactions with us ("**Trade Data**"); subject to any and all rights or obligations under these Terms, the Trade Data shall not be used in a manner that (a) allows access by a third party to any personally identifiable information about you or (b) is manifestly detrimental to any of your interests.
- 31.2. We shall retain ownership of the Trade Data and may license the use thereof, in our sole discretion, to our Affiliates or to other persons. You will not acquire any such right, title or interest and to the extent that such right, title or interest therein first vests in you by operation of law or otherwise you hereby irrevocably and unconditionally assign to us throughout the world without reservation or encumbrance all such right, title and interest in and to all such Trade Data, and improvements to and modifications of them without the requirement of further payment.



31.3. In the instance that we redistribute Market Data owned by a third party to you, we may require you to take certain actions to ensure compliance with the conditions of use of such data.

## **32. Intellectual Property Rights**

32.1. All intellectual property rights in connection with the Services, including but not limited to copyrights, software, and trademarks, are owned by B2Prime MU, its Affiliates or its licensors. By using the Services, you acknowledge that you do not acquire any ownership rights to the Services, or any content accessed through them.

32.2. You are granted a limited, non-exclusive, revocable, non-transferable license to access and use the Platform and the Website in accordance with and for purposes consistent with these Terms and the Policies.

32.3. You agree not to alter, modify, copy, distribute, transmit, disassemble, decompile, reverse-engineer, create derivative works from, or otherwise exploit the Platform, its components, or any content without the express written consent of B2Prime MU. Any unauthorized use may result in termination of the Services and legal action.

32.4. B2Prime MU reserves all rights not explicitly granted under these Terms. You shall not obtain any intellectual property rights beyond the limited license provided herein and are required to maintain the confidentiality of all documents and materials supplied by B2Prime MU or its third-party providers.

## **33. FATCA**

As per the United States federal law: Foreign Account Tax Compliance Act ("FATCA"), US persons are required to file their income report to the Internal Revenue Service ("IRS"). Accordingly, non-US (foreign) financial institutions (FFI) are required to report on such persons as well. B2Prime MU, classified as an FFI, is therefore required to declare whether US person indicia is applicable, to client(s) of B2Prime MU, in order to be compliant with the relevant legislative requirements. However, it is the Client's duty and responsibility to declare if the Client is a US person, as defined by the IRS, at any time during the business relationship with B2Prime MU and B2Prime MU shall not be held liable in cases where the Client fails to provide accurate and true information.

## **34. Termination and Suspension**

34.1. We may terminate your use of Services at any time in our sole discretion by means of written notice.

34.2. We shall terminate your use of Services with immediate effect, notwithstanding any other action, in the event of:

- (a) a breach of any part of these Terms by you;
- (b) we reasonably suspect that the information provided by you is false, incorrect, untruthful, outdated, or incomplete;
- (c) you fail to provide updated personal information when requested;
- (d) we reasonably suspect that your Account(s) is being used for any illegal, fraudulent, or unauthorized purpose(s);
- (e) we reasonably determine that you are no longer eligible to perform activities associated with your Account(s);
- (f) we reasonably consider that we are required to do so under Applicable Laws and Regulations, or pursuant to an order of any court or authority to which we are subject in any jurisdiction;
- (g) we have determined or suspect that:
  - (i) you have breached any express or implied warranties under these Terms or any representations made by you;
  - (ii) your Account is subject to any pending, ongoing, or threatened litigation, investigation, or judicial, governmental, or regulatory proceedings;
  - (iii) your Account activity poses a heightened risk of legal or regulatory non-compliance;
- (h) all your Accounts have been inactive for a period of twelve (12) months.

34.3. Individual Clients and Corporate Clients may terminate their use of the Services with immediate effect and at any time, by delivering a written notice.

34.4. Institutional Clients may terminate their use of the Services under these Terms by providing us with a minimum of sixty (60) days prior written notice of termination.

34.5. Without affecting any other right or remedy available to it, either Party may terminate the Services with immediate effect by giving written notice to the other Party according to these Terms if:

- (a) either Party discovers at any phase that the other Party is violating any Applicable Laws and Regulations;



- (b) the other Party repeatedly breaches any of the provisions of these Terms in a manner that reasonably suggests the lack of intention or ability to comply with the obligations set out in these Terms;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party;
- (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

34.6. If B2Prime MU in its sole discretion believes that a Client's Account has been involved in any fraud or crime or violation of Applicable Laws and Regulations, has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether as victim or perpetrator, or otherwise), B2Prime MU reserves the right to suspend or freeze the Account or any privileges of the Account, may freeze or liquidate funds or assets of Client, or may utilize any of the remedies in these Terms for a "Default." Client waives any claim for loss or damages against B2Prime MU arising out of or related to B2Prime MU exercising its rights under this paragraph.

34.7. All notifications shall be deemed to be made by sending such notice via Valid Communication Channels to the representative(s) of the Parties.

34.8. At any time after the termination of the Services under these Terms (including the same date as the termination date), we may (but are not obliged to), without notice to you, close out any or all of your Open Position(s).

34.9. Upon terminating the Services, all amounts payable by you to us will become immediately due and payable including (but without limitation):

- (a) all outstanding fees, charges and commissions;
- (b) any dealing expenses incurred by terminating the Services;
- (c) any losses and expenses realized in closing out any Open Positions or settling or concluding outstanding obligations incurred by us on your behalf (however, there is no obligation to close out Open Positions solely by virtue of a terminating under this Section); and
- (d) where any Open Positions are not closed in accordance with this Section, the Open Positions shall continue to be governed by these Terms until closed by you or us unless otherwise specified.

**34.10. Existing Rights:** Termination shall not affect the outstanding rights and obligations and Transaction(s) which shall continue to be governed by these Terms and the particular sections agreed between us in relation to such Transaction(s) until all obligations have been fully performed.

### **35. Survival of Obligations**

Notwithstanding the termination of the Terms (for whatever reason), clauses which by their nature survive such termination will continue to bind you. This includes, but is not limited to, clauses 18, 22 to 24, and 29 to 36 (inclusive).

### **36. Governing Law and Dispute Resolution**

**36.1. Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

**36.2.** All disputes and controversies that may arise between the Parties during the performance of these Terms or any of its certain clauses, should be settled through negotiations. Both Parties agree to exercise all their benevolence and try to find ways to solve any kind of dispute arising from the implementation of these Terms by way of consulting one another and trying to find amicable solutions. If, however, no amicable solution can be reached, the Parties agree that any dispute will be submitted to the exclusive jurisdiction of the Republic of Mauritius Courts.

**36.3. Jurisdiction:** Subject to Applicable Laws and Regulations, each of the Parties irrevocably:

- (a) agrees that the courts of the Republic of Mauritius shall have jurisdiction to settle any suit, action, or other proceedings relating to these Terms ("Proceedings") and irrevocably submits to the jurisdiction of such courts (provided that this shall not prevent us from bringing an action in the courts of any other jurisdiction); and
- (b) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

**36.4. Waiver of Immunity and Consent to Enforcement:** You irrevocably waive to the fullest extent permitted by Applicable Laws and Regulations, with respect to yourself and your revenue and assets (irrespective of their use or intended use) all immunity on the grounds of sovereignty or other similar grounds from (a) suit, (b) jurisdiction of any



courts, (c) relief by way of injunction, order for specific performance or for recovery of property, (d) attachment of assets (whether before or after judgment) and (e) execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agree that you will not claim any immunity in any Proceedings. You consent generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings, including, without limitation, the enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

36.5. **Cooperation for proceedings:** If any action or proceeding is brought by or against us in relation to these Terms or arising out of any act or omission by us required or permitted under these Terms, you agree to cooperate with us to the fullest extent possible in the defense or prosecution of such action or proceeding.

### 37. Amendments to these Terms

37.1. B2Prime MU reserves the right, at its sole discretion, to amend or replace any part of these Terms at any time. Where possible, notice of such amendment will be provided to you through Valid Communication Channels at the time that the amendment is effective. Regardless of such notice, it is your responsibility to check the Terms periodically for amendments.

37.2. Your first use of or access to the Services following the posting of any changes to the Terms constitutes acceptance of those modifications.

37.3. B2Prime MU may also, in the future, offer new services and/or features through the Services (including the release of new tools and resources). The use of such new features and/or services shall be subject to these Terms.

### 38. Miscellaneous

38.1. **Entire agreement.** These Terms, together with the Additional Terms, constitute the entire agreement between you and B2Prime MU regarding the Services and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and B2Prime MU with respect to the Services.



- 38.2. **Severability.** If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
- 38.3. **Assignment.** You may not assign or transfer any of your rights or obligations under the Terms without our prior written consent, which may, in some cases, require additional information to be provided or enhanced due diligence to be performed. However, we may assign or transfer any of our rights or obligations under the Terms at any time to anyone else, including, without limitation, by way of any merger, acquisition, or other corporate reorganisation.
- 38.4. **No Implied Waiver.** Failure by B2Prime MU to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of B2Prime MU under these Terms shall survive the termination of these Terms.
- 38.5. **Force Majeure.** We will not be liable for any delay or failure to perform as required by these Terms to the extent the delay or failure is caused by a Force Majeure Event.
- 38.6. **Tax.** It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority. You agree that we are not responsible for determining whether any taxes apply to your use of the Services, or for collecting, reporting or remitting any taxes arising from any Transaction or use of the Services.
- 38.7. **Communication.** Unless otherwise agreed by the Parties in writing, all communication required under these Terms will be held and deemed valid when received and made in writing via Valid Communication Channels. You acknowledge and accept your sole responsibility for all possible outcomes and consequences in case you use other than specified in these Terms ways of communication. Subject to Applicable Laws and Regulations, any communication between us using electronic signatures shall be binding as if it were in writing. Orders or Instructions provided to us via Valid Communication Channels will constitute evidence of the Orders or Instructions provided to us.
- 38.8. **Language.** The English version of these Terms has the effect of the original and is the only valid version for interpretation. While these Terms may be translated into a language other than English, any such translation is provided solely for your convenience and has no binding effect. In the event of inconsistency or ambiguity, the English text will prevail.

**ANNEX**  
**MARGINING TERMS**

**1. DEFINED TERMS AND INTERPRETATION**

1.1. This annex (the “Annex”) forms part of and should be construed in accordance with the Terms of Use.

1.2. Defined terms in this Annex have the following meanings:

“**Acceptable Margin**” means the items determined by us pursuant to these Terms. We are entitled to apply such haircut to the Acceptable Margin as we determine from time to time.

“**Equivalent Margin**” means any cash transferred to us.

“**Margin Delivery Amount**” means with respect to any Valuation Date, the amount by which the Margining Requirements exceeds the Value of the Transferred Margin as of that date (adjusted to include any prior Margin Delivery Amount and to exclude any prior Margin Return Amount, the Transfer of which, in either case, has not been completed).

“**Margin Return Amount**” means with respect to any Valuation Date, the amount by which the Value of the Transferred Margin as of that date (adjusted to include any prior Margin Delivery Amount and to exclude any prior Margin Return Amount, the Transfer of which, in either case, has not yet been completed) exceeds the Margining Requirement.

“**Margining Requirement**” shall be such requirement determined by us by reference to one or more Transactions between you and us. We are entitled to calculate the Margining Requirement by reference to what we consider to be our exposure (which may be positive or negative) pursuant to one or more Transactions between you and us, together with such additional requirements determined by us in our sole discretion.

“**Transfer**” means, with respect to any Acceptable Margin or Equivalent Margin and in the case of cash, payment into the recipient’s bank account or to another account designated by the recipient;

“**Transferred Margin**” means the aggregate of all Acceptable Margin that has been Transferred to us hereunder, as reduced from time to time by any Transfer of Equivalent Margin to you under these terms.



**“Valuation Date”** means any day selected by us unless otherwise specified in the Individually Agreed Terms Schedule. There may be multiple “Valuation Dates” within any single calendar day.

**“Value”** means, for any Valuation Date or other date for which Value is calculated, with respect to (but after applying such haircuts as we determine from time to time) cash, the amount expressed in the Base Currency.

- 1.3. Any capitalized term used but not defined in this Annex shall have the meaning given to it in the Terms.

## **2. TRANSFER AND RETURN OBLIGATIONS**

- 2.1. **Transfer:** In respect of each Valuation Date, if the amount of the Margining Requirement exceeds the Value of the Transferred Margin, then you will immediately Transfer to us Acceptable Margin having Value as of the date of the Transfer at least equal to the applicable Margin Delivery Amount (rounded up to the nearest integral multiple). Unless otherwise agreed or prevented by local regulations or law.
- 2.2. **Redelivery Obligation:** On the later of (a) the date of termination of these Terms and (b) when we determine that no obligations are outstanding from you to us, we will also Transfer to you Equivalent Margin having a Value as of the date of Transfer equal to the Margin Return Amount calculated as if the Margining Requirement were then zero.
- 2.3. **Collateral:** All cash placed by you with us, being treated by us as collateral, shall be deemed to constitute Transferred Margin.
- 2.4. **Net Obligations:** We shall not be obliged to Transfer Applicable Margin to you if you have a net exposure to us. You agree that all margining will be "one way" for our benefit.

## **3. DEFAULT**

If a Liquidation Date is specified or deemed to occur as a result of an Event of Default, the Default Margin Amount as at that date will be taken into account when determining the relevant Liquidation Amount. For this purpose, “Default Margin Amount” means the amount, calculated in our Base Currency of the aggregate value as at the relevant Liquidation Date (as determined by us) of the Transferred Margin.

## **4. GROSS UP**



All payments by you under this Annex will be made free of and without withholding or deduction for any taxes, duties, assessments, or governmental charges of whatsoever nature imposed, withheld or assessed by any relevant tax authority, unless required by law, in which case you shall pay such additional amounts as will result in the receipt by the payee of an amount which it would have received had no deduction or withholding been made.

## **5. REPRESENTATIONS AND TRANSFER OF TITLE**

- 5.1. **Encumbrances:** Each party represents to the other party (which representation will be deemed repeated as of each date on which a Transfer of Acceptable Margin or Equivalent Margin is made) that it is the sole owner or otherwise has the right to Transfer all the aforementioned property, free and clear of any security interest, lien, encumbrance or other restriction.
- 5.2. **Clean Title:** Each party agrees that all right, title and interest in and to any Acceptable Margin or Equivalent Margin, which it transfers to the other party, shall vest in the recipient free and clear of any security interest, lien, charges, encumbrance or other restriction. Notwithstanding the use of the terms such as "Margin" which are used to reflect the terminology used in the market for such transactions, nothing in these provisions is intended to create or does create in favor of either party mortgage, charge, lien, pledge, encumbrance or other security interest in any Acceptable Margin or Equivalent Margin hereunder.

## **6. CALCULATIONS AND CONVERSION**

All calculations shall be done by us in a commercially reasonable manner and shall, in the absence of manifest error, be binding. Whenever we conduct currency conversions for you, including conversions to or from your Base Currency, we will do so at such rate prevailing at the time of the calculation as we shall reasonably select. However, we reserve the right to convert any amount not denominated in USD to USD at the spot rate quoted by the market/bank for the sale of USD against a purchase of that currency.