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1. INTRODUCTION

- 1.1.** This Client Agreement / Client Terms and Conditions (the "Agreement") sets out the terms and conditions under which Grow Prime Ltd (the "Company", "we", "us" or "our") provides execution-only dealing and brokerage services to its clients (each a "Client", "you" or "your").
- 1.2.** This Agreement forms part of the legal contract between the Company and the Client. You should read this Agreement carefully before opening an account, using any trading platform, placing an order or using any service provided by the Company. If you do not understand any part of this Agreement, you should seek independent legal, financial, tax or other professional advice before proceeding.
- 1.3.** Grow Prime Ltd is incorporated under the laws of the Republic of Seychelles with company number 8438912-1 and is licensed by the Seychelles Financial Services Authority (FSA) as a Securities Dealer under the Securities Act, 2007, as amended. The Company's registered office is at House of Francis, Room 302(B), Ile Du Port, Victoria, Mahe, Seychelles.
- 1.4.** Grow Prime Ltd may provide its services under the trading name, brand name, domain name, logo, or commercial style "FxGrow".
- 1.5.** For the purpose of this Agreement, any reference to "FxGrow", the "Company", "we", "us", or "our" shall mean Grow Prime Ltd, unless the context clearly requires otherwise.
- 1.6.** The Client acknowledges and agrees that FxGrow is a brand name of Grow Prime Ltd and is not a separate legal entity. All rights, obligations, liabilities, services, accounts, transactions, communications, and contractual relationships under this Agreement are entered into with Grow Prime Ltd.
- 1.7.** By applying for an account, electronically accepting this Agreement, accessing the Client Portal, using the Company's trading platforms or services, placing an order, or otherwise continuing to deal with the Company, you confirm that you have read, understood and agreed to be bound by this Agreement and all documents incorporated into it.
- 1.8.** The Company provides services on an execution-only basis. Unless expressly agreed in writing, the Company does not provide investment advice, portfolio management, discretionary management, personal recommendations, tax advice, legal advice or financial planning services.

2. SCOPE OF THE AGREEMENT AND INCORPORATED DOCUMENTS

- 2.1.** This Agreement, together with the Client's account opening application, declarations, information provided during onboarding, and all policies, notices, schedules, product specifications and disclosures referred to in this Agreement, governs the relationship between the Company and the Client.
- 2.2.** The following documents, as amended from time to time, form part of, or are incorporated by reference into, this Agreement to the extent applicable:
 - Risk Disclosure Notice or Risk Warning;
 - Order Execution Policy / Best Execution Policy;
 - Conflicts of Interest Policy;
 - Privacy Policy or Data Protection Notice;
 - Complaints Handling Policy;
 - Client Categorisation Policy, where applicable;
 - Fee Schedule, commissions schedule, spread and swap information, payment fees and inactivity fees;

contract specifications, trading conditions, margin requirements, leverage limits, trading hours and product information published through the website, Client Portal or trading platform;
bonus, promotion, copy trading, MAM/PAMM, signal, Introducing Broker or other supplementary terms, where applicable;
any platform terms, third-party software terms, or electronic services rules applicable to the trading platform or Client Portal.

- 2.3. If there is any inconsistency between this Agreement and a specific product schedule, policy, or supplementary terms, the more specific document shall prevail for the subject matter it covers, unless the Company states otherwise in writing.
- 2.4. The Agreement constitutes the entire agreement between the Company and the Client concerning the Company's services and supersedes all previous agreements, representations, communications or understandings, whether oral or written, relating to the same subject matter.

3. COMMENCEMENT, DURATION AND RIGHT TO CANCEL

- 3.1. This Agreement becomes effective when the Company accepts the Client's application, activates the Client's account, or permits the Client to access or use the Company's services, whichever occurs first.
- 3.2. The Company may refuse to open an account, delay account activation, request further information, or terminate onboarding at any time where required or permitted by law, regulation, internal risk policies, AML/CTF requirements, sanctions screening, client classification rules or the Company's commercial discretion.
- 3.3. Unless cancelled or terminated in accordance with this Agreement, the Agreement remains in force for as long as the Client maintains an account or outstanding obligations with the Company.
- 3.4. Where applicable under law or the Company's policy, a Client may cancel this Agreement within fourteen (14) calendar days from account activation, provided that the Client has not placed any trade, used any service, received any bonus or entered into any transaction. If the Client trades or uses the services during that period, the Client is deemed to have requested immediate performance of the services and may lose any cancellation right to the extent permitted by law.
- 3.5. Cancellation or termination does not affect rights or obligations accrued before cancellation or termination, including fees, charges, open positions, settlement obligations, margin obligations, negative balances, indemnities and confidentiality obligations.

4. SERVICES WE PROVIDE

- 4.1. The Company provides execution-only dealing services in relation to over-the-counter (OTC) financial instruments permitted under Schedule 1 of the Securities Act, 2007, as amended, including contracts for difference (CFDs), derivatives relating to indices, commodities, metals and any other OTC investment products approved or permitted by the FSA from time to time.
- 4.2. The Company does not provide services in relation to listed shares, listed bonds, ETFs, physical delivery of commodities or metals, spot foreign exchange as a deliverable

currency exchange service, or execution of orders through a centralised exchange, regulated market or multilateral trading facility, unless expressly disclosed otherwise in writing.

- 4.3.** The Company may act as principal or, where expressly disclosed, as agent or matched-principal intermediary. Where the Company acts as principal, the Company is the counterparty to the Client's transaction. Client transactions are executed OTC and not on a centralised exchange.
- 4.4.** Any market commentary, news, education, research-style material, analysis, trading ideas, calculators, examples or information provided by the Company is general information only. It does not constitute investment advice, personal recommendation, financial advice, legal advice, tax advice or investment research.
- 4.5.** The Company may make available additional services such as copy trading, MAM/PAMM, social trading, signals, Expert Advisors, automated trading, API connectivity, promotions or other tools. Such services are subject to separate terms where applicable and remain execution-only unless expressly agreed otherwise in writing.
- 4.6.** CFDs and other OTC derivatives do not give the Client ownership of the underlying asset. No physical delivery of the underlying asset will occur, and the Client has no voting rights, shareholder rights, delivery rights or other rights in the underlying instrument unless expressly stated by the Company.

5. CLIENT CLASSIFICATION

- 5.1.** The Company classifies Clients in accordance with the Securities (Conduct of Business) Regulations, 2008, as amended, and any other applicable rules. Clients may be classified as Retail Clients, Professional Clients or Eligible Counterparties, where applicable.
- 5.2.** Client classification is determined by the Company based on information provided by the Client, including the Client's legal status, trading experience, knowledge of financial markets, transaction size, portfolio size, financial position and any criteria required by applicable law or regulation.
- 5.3.** Client classification affects the level of information, disclosure, risk warnings, regulatory protections, suitability or appropriateness assessments, complaints handling rights and other protections available to the Client.
- 5.4.** A Client may request reclassification. The Company may approve, reject or initiate reclassification where permitted by law. Where reclassification results in a lower level of protection, the Company may provide a written warning of the protections that may be lost and may require written acknowledgement before reclassification takes effect.
- 5.5.** The Company may review Client classifications periodically or when the Company becomes aware of a material change in the Client's profile, experience, financial circumstances, trading activity, legal status or applicable regulatory requirements.

6. CLIENT ONBOARDING, KYC AND APPROPRIATENESS

- 6.1.** The Company is required to identify and verify Clients and, where applicable, beneficial owners, authorised representatives, directors, controllers and related parties in accordance with anti-money laundering, counter-terrorist financing, sanctions and regulatory requirements.
- 6.2.** The Client must provide complete, accurate, current and authentic documents and information requested by the Company, including identity documents, proof of residence,

source of funds, source of wealth, tax information, corporate documents, beneficial ownership information and any other information required for due diligence.

- 6.3.** The Company may conduct checks using public databases, sanctions lists, credit reference agencies, fraud prevention systems, regulatory databases, third-party verification providers and other sources. The Company may conduct such checks during onboarding and at any time throughout the business relationship.
- 6.4.** Where the Client trades leveraged or complex instruments, including CFDs or other OTC derivatives, the Company may conduct an appropriateness assessment to assess whether the Client has sufficient knowledge and experience to understand the risks involved. The Company may refuse to onboard a Client, restrict products, reduce leverage, require additional information or prevent trading where the assessment indicates that the product may be inappropriate or where the Client does not provide sufficient information.
- 6.5.** The Company may withhold funds, refuse or delay withdrawals, suspend accounts, reject orders, close positions, restrict services or terminate the Agreement until KYC, AML/CTF, sanctions, tax, regulatory or internal due diligence requirements have been satisfied.

7. TRADING PLATFORMS, SOFTWARE AND ACCESS

- 7.1.** **7.1** The Company may provide access to one or more trading platforms, client portals, mobile applications, web terminals, APIs or other electronic systems (together, the "Platform"). The Platform may be operated by the Company or by third-party providers.
- 7.2.** The Platform is provided on an "as is" and "as available" basis. The Company does not guarantee that the Platform will be uninterrupted, error-free, compatible with every device, free from viruses or other harmful components, or available at all times.
- 7.3.** The Client is responsible for obtaining and maintaining all equipment, software, internet connectivity, mobile connectivity, power supply, security settings and other arrangements necessary to access the Platform.
- 7.4.** The Company or a third-party provider may perform scheduled or emergency maintenance, updates, upgrades, restarts, server changes, system changes or other actions that may cause temporary unavailability, delays, disconnections or reduced functionality. The Company is not liable for losses arising from such events unless caused by proven negligence, fraud or wilful default of the Company.
- 7.5.** The Company may suspend, withdraw, replace, modify or restrict any Platform, system, tool, API, trading feature or access method at any time where necessary for operational, regulatory, legal, risk management, security or commercial reasons.
- 7.6.** Where the Client uses third-party tools, signals, plugins, Expert Advisors, algorithms, VPS services, APIs, copy trading software or automated trading solutions, the Client does so at the Client's own risk. The Company is not responsible for losses arising from such tools unless expressly agreed in writing and caused by proven negligence of the Company.

8. SECURITY, AUTHENTICATION AND AUTHORISED REPRESENTATIVES

- 8.1.** The Client is responsible for keeping usernames, passwords, access codes, two-factor authentication devices, email accounts, phone numbers, devices and any other security credentials secure and confidential.
- 8.2.** The Company may treat any instruction, order, request or communication received through the Client's registered email, Client Portal, Platform, access credentials or approved communication channel as valid and authorised by the Client, unless the Company has actual notice of unauthorised access and has had reasonable time to act on that notice.

- 8.3.** The Client must notify the Company immediately if the Client becomes aware or suspects that any access credential, device, email account, phone number or security method has been lost, stolen, compromised or used without authorisation.
- 8.4.** The Client may appoint an authorised representative only where the Company accepts the appointment and receives documentation satisfactory to the Company, including a power of attorney or corporate authorisation. Instructions from an authorised representative will bind the Client until the Company receives and processes written revocation.
- 8.5.** The Company may reject, suspend or ignore instructions from any person, including an authorised representative, where the Company has reasonable doubts about authority, identity, legality, clarity, fraud risk, AML/CTF risk, sanctions risk or regulatory compliance.
- 8.6.** The Company may revoke or restrict access to the Platform, Client Portal or account at any time where the Company considers it necessary for security, compliance, risk management, investigation, account protection or legal reasons.

9. INSTRUCTIONS AND ORDERS

- 9.1.** The Company will accept instructions and orders only through communication channels approved by the Company, which may include the Platform, Client Portal, registered email, telephone, live chat or other channels notified by the Company.
- 9.2.** Orders may be accepted through the Platform. Telephone orders may be accepted only where the Company permits telephone dealing, the Client's identity is verified, the instruction is clear, and the relevant dealing function is available. The Company may reject any telephone order where identity, authority, clarity or market conditions are not satisfactory.
- 9.3.** The Client is responsible for the accuracy, completeness, timing and validity of all instructions and orders. The Company is not responsible for losses arising from inaccurate, unclear, delayed, duplicated, unauthorised, corrupted or misdirected instructions unless caused by proven negligence of the Company.
- 9.4.** The Company may accept, reject, delay, cancel, amend or execute any instruction or order in whole or in part where permitted by this Agreement, the Platform rules, market conditions, liquidity, product specifications, regulatory obligations, risk limits, AML/CTF requirements, sanctions rules or internal policies.
- 9.5.** Orders are final once executed unless the Company agrees otherwise or the Company determines that correction, cancellation or adjustment is required due to error, abusive trading, manifest pricing error, platform malfunction, liquidity provider error, force majeure, legal requirement or other exceptional circumstance.
- 9.6.** Information relating to order status, account balances, statements, confirmations, margin, profit and loss, fees and trading history may be made available through the Platform or Client Portal. The Client is responsible for reviewing such information regularly and reporting discrepancies promptly.

10. DEALING TERMS, BEST EXECUTION AND OTC TRADING

- 10.1.** The Company executes Client transactions on an execution-only basis. The Company will take all reasonable steps to obtain the best possible result for Clients on a consistent basis when executing orders or receiving and transmitting orders for execution, subject to applicable law, this Agreement, the Company's Order Execution Policy and any specific Client instructions.

- 10.2.** Execution factors may include price, cost, speed, likelihood of execution, likelihood of settlement, order size, order nature, market impact, liquidity, volatility, available venues, operational considerations and any other relevant factor.
- 10.3.** For Retail Clients, price and overall cost will normally be given the highest relative importance unless the circumstances of the order or market conditions require otherwise. For Professional Clients and Eligible Counterparties, the Company may apply different weightings based on the Client's classification, instructions and trading characteristics.
- 10.4.** Where the Client provides specific instructions, the Company will execute the order in accordance with those instructions to the extent possible. Specific instructions may prevent the Company from achieving the best possible result for the elements covered by those instructions.
- 10.5.** Client orders are executed OTC. Prices quoted by the Company may be sourced from liquidity providers, execution venues, market data providers, internal pricing engines or other sources. Prices may differ from prices available on exchanges, public websites, news feeds or third-party platforms.
- 10.6.** Due to market volatility, liquidity, latency, gapping, fast markets, rejected quotes, partial fills, execution queues, connectivity issues and other factors, execution prices may differ from requested prices. Slippage may be positive or negative.
- 10.7.** The Company may offer market orders, limit orders, stop orders, stop-limit orders, good-till-cancelled orders, good-till-date orders, fill-or-kill orders, immediate-or-cancel orders and other order types, subject to Platform availability, product specifications and market conditions.
- 10.8.** The Company may amend product specifications, spreads, commissions, swaps, trading hours, minimum or maximum trade size, contract size, margin requirements, leverage, tick size, execution rules, expiry rules or product availability at any time where required by market conditions, liquidity, risk management, regulatory requirements or business needs.
- 10.9.** The Company may place products on close-only mode, suspend trading, remove products, adjust open positions, close expiring products, or prevent new positions in any instrument where necessary or appropriate. Where an instrument expires or is withdrawn, the Company may close open positions at the last available or fair price determined by the Company acting reasonably.
- 10.10.** The Company will monitor and review its execution arrangements at least annually and when a material change occurs that may affect execution quality. Material updates to the Order Execution Policy may be notified through the website, Client Portal, email, Platform or other registered communication channel.

11. MARGIN, LEVERAGE, LIQUIDATION AND NEGATIVE BALANCES

- 11.1.** The Client must maintain sufficient margin to support open positions at all times. Margin requirements may vary by instrument, client classification, account type, market conditions, liquidity, volatility, news events, trading hours, concentration risk, account history or other risk factors.
- 11.2.** The Company may change margin requirements and leverage at any time, with or without prior notice, including during volatile markets, before weekends, holidays, market closures, corporate actions, economic announcements, abnormal market conditions or where required by risk management or regulation.
- 11.3.** If the Client's margin level falls below the applicable margin call or stop-out level, the Company may, without notice, reject new orders, reduce exposure, close one or more open positions, close all positions, cancel pending orders, restrict the account or take any other action considered appropriate.

- 11.4.** The Company may liquidate positions regardless of whether the Client has received, read or understood any margin call or warning. The Client remains responsible for monitoring margin and maintaining sufficient funds.
- 11.5.** Losses may exceed deposits unless the Company expressly provides negative balance protection for the relevant Client, account type and product. If negative balance protection is not expressly provided, the Client remains fully liable for any deficit balance following liquidation or account closure.
- 11.6.** Where negative balance protection is offered, it is subject to the Company's policy and may not apply in cases of fraud, bad faith, abuse, prohibited trading, multiple-account hedging, latency arbitrage, market manipulation, breach of this Agreement or other excluded circumstances. The Company may recover losses, cancel transactions, reject withdrawals, remove credits, or terminate accounts where negative balance protection is abused.
- 11.7.** The Company may set off any deficit, fees, losses, chargebacks, reversals, costs or other liabilities against any funds, balances, credits, rebates, bonuses or amounts held in any account of the Client, including accounts in different currencies. Currency conversions may be made at a rate determined by the Company acting reasonably.

12. CLIENT MONEY, MARGIN COLLATERAL AND WITHDRAWALS

- 12.1.** Funds received from the Client that are not intended or applied as margin collateral may be treated as Client Money and held in segregated Client Bank Accounts in accordance with applicable laws and regulations. Client Money is held separately from the Company's own funds to the extent required by applicable rules.
- 12.2.** Funds or assets deposited or applied for the purpose of supporting margin for leveraged products may be transferred to the Company by way of title transfer collateral arrangement or otherwise treated in accordance with applicable law and the Company's client money arrangements. Where title transfer applies, ownership of the collateral passes to the Company, the Client may become an unsecured creditor for return of equivalent collateral, and the collateral may be used by the Company for hedging, liquidity or risk management purposes.
- 12.3.** The Company may maintain omnibus or pooled client money accounts with banks, payment institutions, liquidity providers, custodians or other financial institutions within or outside Seychelles. The Client acknowledges that pooled accounts may be subject to operational, legal, insolvency, banking and jurisdictional risks.
- 12.4.** The Company performs internal Client Money reconciliations daily and external reconciliations at least monthly, or as otherwise required by applicable law. Records will be maintained to identify Client Money balances.
- 12.5.** The Company does not pay interest on Client Money or margin collateral unless expressly agreed in writing. The Company may retain any interest earned on pooled or segregated accounts unless applicable law requires otherwise.
- 12.6.** Withdrawals are subject to available free margin, account status, open positions, settlement, AML/CTF checks, sanctions checks, payment-provider rules, source-of-funds verification, fees, chargebacks, deficits, pending investigations and any other restrictions under this Agreement or applicable law.
- 12.7.** The Company may require withdrawals to be returned to the same source, account, card, wallet or payment method used for deposits, subject to payment-provider capabilities and applicable AML/CTF requirements. The Company may reject third-party deposits or withdrawals unless expressly approved.
- 12.8.** The Company may refuse, delay, limit or reverse deposits or withdrawals where documentation is incomplete, information is inconsistent, the transaction appears

suspicious, the transaction is inconsistent with the Client's profile, a payment provider rejects or recalls the transaction, the Company suspects fraud or chargeback risk, or the Company is required or permitted to do so by law or internal policy.

- 12.9.** Where funds are received by mistake, credited before final settlement, reversed by a payment provider, charged back, recalled, or otherwise not finally received by the Company, the Company may reverse the credit, deduct the amount from any Client account, close positions, restrict services, recover the amount and charge associated costs.
- 12.10.** If the Company becomes insolvent, Client Money and margin collateral may be treated differently. Client Money may be distributed according to applicable statutory priorities, while title-transferred margin collateral may rank as an unsecured claim. Administrative, legal, banking and recovery costs may be deducted where permitted by law.

13. COSTS, CHARGES, COMMISSIONS AND TAXES

- 13.1.** The Client agrees to pay all fees, commissions, spreads, swaps, financing charges, mark-ups, payment fees, account maintenance fees, inactivity fees, data fees, transfer fees, custody or safekeeping fees where applicable, third-party charges, taxes, levies and any other charges applicable to the Client's account or transactions.
- 13.2.** Charges may be expressed as a monetary amount, percentage, spread, mark-up, pip value, swap rate, financing rate, commission, adjustment, administrative fee or other method. The latest applicable fees and charges may be displayed on the website, Client Portal, Platform, product specifications or fee schedule.
- 13.3.** The Company may debit fees and charges directly from the Client's account without further notice. If the account balance is insufficient, the amount remains payable by the Client and may be recovered or set off by the Company.
- 13.4.** The Company may amend fees, commissions, spreads, swaps and charges from time to time. Material changes will be notified through the website, Client Portal, email, Platform or other registered communication channel where required or reasonably practicable. Continued use of services after the effective date constitutes acceptance of the revised charges.
- 13.5.** The Client is solely responsible for all taxes, duties, levies, reporting obligations, filings and payments arising from transactions, accounts, profits, losses or services under this Agreement. The Company does not provide tax advice.
- 13.6.** The Company may withhold, deduct or report amounts where required by law, tax rules, court order, regulatory authority, payment-provider requirement or other legal obligation. The Company may request tax declarations, self-certifications and supporting documents from the Client.

14. CLIENT OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

- 14.1.** The Client must provide complete, accurate and up-to-date information to the Company and promptly notify the Company of any material change, including changes to identity, address, contact details, employment, financial status, tax residency, source of funds, source of wealth, beneficial ownership, authorised representatives or legal status.
- 14.2.** The Client must comply with all applicable laws, regulations, tax rules, exchange control rules, sanctions, court orders and regulatory requirements in any jurisdiction relevant to the Client, the Company or the Client's trading activity.
- 14.3.** The Client represents and warrants on a continuing basis that:

if an individual, the Client is at least 18 years old and has full legal capacity;
if a legal entity, the Client is duly incorporated, validly existing and authorised to enter into this Agreement;
the Client has all permissions, approvals and authority required to open and operate the account;
the Client is acting as principal and for the Client's own account unless the Company has approved a different arrangement in writing;
all funds deposited with the Company belong to the Client or are lawfully controlled by the Client and are free from liens, charges or encumbrances unless disclosed and accepted by the Company;
the funds are not proceeds of crime, terrorism, fraud, corruption, tax evasion or any other illegal activity;
all documents and information provided to the Company are true, complete, accurate, valid and authentic;
the Client has read and understood the risks of trading leveraged products and can bear the financial risk of loss;
the Client is not relying on the Company for investment, legal, tax or financial advice;
the Client will not redistribute prices, market data, platform data or other proprietary information for commercial purposes without written permission;
the Client will not use the account for illegal, fraudulent, abusive, manipulative or prohibited activity.

- 14.4.** The Client must not allow any third party to access or use the Client's account unless the Company has approved that person as an authorised representative. The Client is responsible for all activity conducted through the Client's account or credentials.
- 14.5.** The Client must ensure that local laws permit the Client to receive the Company's services. The Company is not responsible for monitoring or advising on legal restrictions applicable to the Client in the Client's jurisdiction.

15. MARKET ABUSE, PROHIBITED TRADING AND MISUSE OF FACILITIES

- 15.1.** The Client must not engage in insider dealing, market manipulation, spoofing, layering, quote stuffing, front-running, wash trading, collusion, abusive hedging, latency arbitrage, swap arbitrage, price manipulation, exploitation of pricing errors, abuse of platform infrastructure, abuse of bonuses or promotions, abuse of negative balance protection, money laundering, fraud, sanctions evasion or any other abusive or unlawful conduct.
- 15.2.** The Client must not use algorithms, Expert Advisors, scripts, bots, APIs, copy trading tools, signal services or other automated solutions in a manner that disrupts the Platform, exploits latency, overloads servers, manipulates prices, circumvents restrictions, breaches product specifications or conflicts with fair and orderly trading.
- 15.3.** If the Company reasonably suspects prohibited activity, the Company may reject orders, cancel trades, void transactions, amend prices, close positions, suspend or terminate accounts, withhold profits, remove bonuses, reject withdrawals, recover losses, impose restrictions, report activity to regulators or law enforcement, and take any other action considered appropriate.
- 15.4.** The Company's rights under this section apply whether the conduct occurs through a single account, multiple accounts, related clients, coordinated clients, authorised representatives, third-party systems, VPS providers, introducers or other arrangements.

16. COMMUNICATIONS, NOTICES AND RECORDING

- 16.1.** The Company may communicate with the Client through the website, Client Portal, Platform, registered email, telephone, SMS, push notification, live chat, post, courier or any other communication channel approved or used by the Company.
- 16.2.** Notices and communications sent by the Company are deemed received when sent or made available through the relevant channel, unless applicable law requires otherwise. The Client is responsible for maintaining accurate contact details and regularly checking communications.
- 16.3.** The official language of this Agreement and the Company's legal documents is English unless the Company expressly states otherwise. Translations may be provided for convenience only. In case of inconsistency, the English version prevails.
- 16.4.** The Client consents to the Company recording, monitoring and retaining telephone conversations, video calls, chats, emails, Platform messages, Client Portal messages and other electronic communications for regulatory, compliance, training, quality assurance, security, record-keeping and dispute resolution purposes.
- 16.5.** The Company may record communications without a warning tone or repeated notice, to the extent permitted by law. Records may be retained for the period required by law or the Company's record-retention policy and may be provided to regulators, courts, auditors, dispute resolution bodies or law enforcement where required or appropriate.
- 16.6.** The Client should not communicate official instructions to Company employees through personal mobile numbers, personal email accounts, social media accounts or any non-approved channel. The Company is not responsible for instructions sent through non-approved channels.

17. ACCOUNT STATEMENTS, RECORDS AND INACTIVE ACCOUNTS

- 17.1.** The Company will maintain records of Client accounts, balances, transactions, orders, fees, communications and other relevant information in accordance with applicable law and internal policies.
- 17.2.** Account statements, confirmations, trade history, balance information and reports may be provided through the Platform, Client Portal, email or other electronic means. The Company may not provide paper statements unless required by law or agreed in writing.
- 17.3.** The Client must review account statements and Platform records promptly. Any discrepancy, error, unauthorised transaction or dispute must be reported in writing without undue delay. Failure to notify the Company within a reasonable period may be treated as acceptance of the relevant statement or record, subject to applicable law.
- 17.4.** The Company's records, including electronic records, Platform logs, order logs, pricing records and communication recordings, are evidence of the Client's transactions and instructions unless the Client provides clear evidence to the contrary.
- 17.5.** An account may be treated as inactive or dormant if there is no trading, funding, withdrawal, login or other account activity for a period determined by the Company and notified through the website, fee schedule or Client Portal.
- 17.6.** The Company may charge inactivity fees, suspend access, request updated KYC documents, restrict trading, close accounts or transfer balances to a suspense account where an account is inactive or dormant, subject to applicable law and the Company's policies.
- 17.7.** If the Company cannot contact the Client after reasonable efforts and the account has a remaining balance, the Company may continue to hold the balance, transfer it to a

suspense account, return it to the original funding source, or deal with it as required by applicable law.

18. RISK WARNING

- 18.1.** Trading CFDs and other OTC derivatives involves a high level of risk and may not be suitable for all Clients. These products are leveraged, complex and speculative. The Client may lose part or all of the invested capital, and losses may exceed deposits unless negative balance protection applies.
- 18.2.** Leverage magnifies both gains and losses. Small market movements may have a large impact on the Client's account. The Client may be required to deposit additional margin at short notice or positions may be liquidated without notice.
- 18.3.** Markets may be volatile, illiquid, closed, suspended, gapped or disrupted. Prices may move rapidly, orders may be rejected, execution may be delayed, and stop-loss orders may not limit losses to the expected amount.
- 18.4.** Past performance, simulations, examples, back-tests, marketing materials, signals, copy trading performance or educational content are not reliable indicators of future results.
- 18.5.** The Company does not guarantee profits, returns, loss limitation, execution at requested prices, uninterrupted trading, or availability of any product. The Client is solely responsible for all trading decisions and resulting gains or losses.
- 18.6.** The Company operates under Seychelles law and is regulated by the Seychelles FSA. Regulatory protections may differ from those available in other jurisdictions. The Client is responsible for understanding the protections and risks applicable to the Client.

19. CONFLICTS OF INTEREST

- 19.1.** The Company will take reasonable steps to identify, prevent, manage and, where appropriate, disclose conflicts of interest that may arise between the Company and the Client, between Clients, or between the Company's directors, employees, affiliates, service providers, liquidity providers, introducers or other parties and the Client.
- 19.2.** Potential conflicts may arise from the Company acting as principal, receiving or paying commissions, rebates or other benefits, using affiliated or third-party service providers, hedging Client transactions, providing different account types, or operating different execution arrangements.
- 19.3.** Where a material conflict cannot be adequately prevented or managed, the Company may disclose the general nature and source of the conflict before providing the relevant service, or may decline to provide the service.
- 19.4.** Further details may be set out in the Company's Conflicts of Interest Policy, as amended from time to time.

20. COMPLAINTS HANDLING

- 20.1.** The Client may submit a complaint regarding the Company's services, conduct, account handling, execution, fees or decisions. Complaints should be submitted in writing through the Client Portal, registered email or other designated complaint channel.
- 20.2.** The Company will acknowledge, investigate and respond to complaints in accordance with applicable laws, regulations and the Company's Complaints Handling Policy. The Company

may request additional information or documents from the Client to investigate the complaint.

- 20.3.** If the Client is not satisfied with the Company's response, the Client may escalate the complaint to the Company's Compliance Officer or other designated senior personnel. The Client may also have the right to refer the complaint to the Seychelles FSA or other competent authority, subject to applicable rules.
- 20.4.** The Company will maintain records of complaints and their resolution in accordance with applicable law and internal record-keeping requirements.

21. CONFIDENTIALITY AND DATA PROTECTION

- 21.1.** Each party must keep confidential all non-public information received from the other party in connection with this Agreement, including personal, financial, corporate, trading, operational, technical and business information, except where disclosure is permitted by this Agreement or required by law.
- 21.2.** The Company may collect, store, process, use, disclose and transfer personal data for account opening, verification, service provision, transaction processing, compliance, AML/CTF, sanctions screening, tax reporting, risk management, audits, internal controls, communications, marketing where permitted, security and dispute resolution.
- 21.3.** The Company may share Client information with regulators, courts, law enforcement, auditors, professional advisers, banks, payment service providers, liquidity providers, platform providers, IT providers, affiliates, introducers, outsourced service providers and other persons where necessary or appropriate for the purposes described in this Agreement or the Privacy Policy.
- 21.4.** Personal data may be transferred to jurisdictions outside Seychelles. The Client consents to such transfers to the extent permitted by law. The Company will take reasonable steps to protect personal data against unauthorised access, loss, misuse, alteration or disclosure.
- 21.5.** The Client may have rights to access, correct, request deletion, restrict processing or object to processing of personal data, subject to legal, regulatory and record-retention requirements. Requests should be submitted in writing to the Company's designated contact.
- 21.6.** Confidentiality and data protection obligations survive termination of this Agreement.

22. LIABILITY, EXCLUSION OF LIABILITY AND INDEMNITY

- 22.1.** To the maximum extent permitted by law, the Company, its directors, officers, employees, agents, affiliates and service providers are not liable for losses arising from market movements, volatility, liquidity, slippage, gapping, technical failures, connectivity issues, third-party acts or omissions, platform interruptions, data outages, force majeure, Client instructions, Client errors, Client breach, unauthorised access caused by the Client, or any event outside the Company's reasonable control, except to the extent caused by proven negligence, fraud or wilful default of the Company.
- 22.2.** The Company is not liable for indirect, consequential, special, punitive or incidental losses, including loss of profit, loss of opportunity, loss of business, loss of data, reputational loss or trading losses, except where such exclusion is prohibited by law.
- 22.3.** Nothing in this Agreement excludes or limits liability that cannot be excluded or limited under applicable law.
- 22.4.** The Client indemnifies and holds harmless the Company, its directors, officers, employees, agents, affiliates and service providers against all claims, losses, liabilities, damages, costs,

expenses, penalties and legal fees arising from the Client's breach of this Agreement, false or misleading information, negligence, fraud, misconduct, violation of law, prohibited trading, unauthorised use, third-party claims, chargebacks, payment reversals, or instructions executed by the Company in good faith.

- 22.5.** The Company's liability and the Client's indemnity obligations survive termination of this Agreement.

23. FORCE MAJEURE AND EXCEPTIONAL MARKET EVENTS

- 23.1.** The Company is not liable for any failure, delay or change in performance caused by events outside its reasonable control, including natural disasters, war, terrorism, civil unrest, strikes, pandemics, government action, regulatory action, exchange or market closure, liquidity failure, banking disruption, payment-provider disruption, power failure, internet failure, cyberattack, data-feed error, server failure, technology failure, abnormal market conditions or failure of a third-party provider.
- 23.2.** Where a force majeure or exceptional market event occurs, the Company may take any action considered necessary or appropriate, including increasing margin, reducing leverage, widening spreads, changing pricing, switching fixed spreads to variable spreads, suspending trading, placing products on close-only mode, closing positions, rejecting or delaying orders, delaying withdrawals, restricting access, amending trading conditions, removing products or taking other steps to protect the Company, Clients and market integrity.
- 23.3.** The Company will use reasonable efforts to resume orderly services as soon as reasonably practicable, but does not guarantee restoration within any specific time.

24. AMENDMENTS TO THE AGREEMENT

- 24.1.** The Company may amend this Agreement, any incorporated document, fee schedule, product specification, trading condition, policy, platform rule or other term from time to time where the Company considers it necessary or appropriate for legal, regulatory, operational, risk management, technological, commercial or market reasons.
- 24.2.** The Company may notify amendments through the website, Client Portal, Platform, registered email or other registered communication channel. The notice may specify the effective date. Where a change is urgent, required by law, required by market conditions, or necessary for risk management, the change may take effect immediately or with shorter notice.
- 24.3.** Continued use of the Company's services after the effective date of an amendment constitutes acceptance of the amended terms. If the Client does not agree to an amendment, the Client may terminate this Agreement before the effective date, subject to closure of open positions and settlement of outstanding obligations.
- 24.4.** The latest version of this Agreement and related policies made available on the website, Client Portal or otherwise notified by the Company will apply to the relationship between the Company and the Client, unless the Company states otherwise.

25. TERMINATION OF SERVICES

- 25.1.** The Client may terminate this Agreement by giving written notice to the Company, provided that all open positions are closed, all obligations are settled, all fees and charges are paid,

and no investigation, dispute, chargeback, legal hold or regulatory restriction prevents termination.

- 25.2.** The Company may terminate this Agreement by notice to the Client at any time where permitted by law. The Company may terminate immediately or restrict services without notice where:

- the Client breaches this Agreement or any incorporated policy;
- the Client provides false, misleading, incomplete or outdated information;
- the Client fails to provide required KYC, AML/CTF, tax or regulatory documents;
- the Company suspects fraud, money laundering, terrorism financing, sanctions breach, market abuse, prohibited trading or other illegal activity;
- the Client fails to maintain sufficient funds or meet obligations;
- the Client becomes insolvent, bankrupt, dissolved, incapacitated or deceased;
- a regulator, court, law enforcement body, bank, payment provider or other competent authority requires or recommends termination or restriction;
- continued provision of services may expose the Company to legal, regulatory, reputational, operational or financial risk;
- the account is inactive or dormant for the period determined by the Company;
- the Company decides to stop offering a product, service, account type, jurisdiction or business line.

- 25.3.** Upon termination, the Company may close open positions, cancel pending orders, deduct amounts due, retain records, restrict access, transfer available balances to the Client, return funds to source, or take any other steps required to close the relationship in an orderly manner.

- 25.4.** Termination does not affect accrued rights, obligations, liabilities, indemnities, confidentiality, data protection, governing law, dispute resolution, record-keeping, fees, set-off, negative balances or other provisions intended to survive termination.

26. GOVERNING LAW AND DISPUTE RESOLUTION

- 26.1.** This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with the laws of the Republic of Seychelles.
- 26.2.** The courts of Seychelles have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, subject to any mandatory regulatory complaint or dispute resolution rights available to the Client.
- 26.3.** The parties shall use reasonable efforts to resolve disputes amicably and in good faith before commencing formal proceedings, except where urgent interim or injunctive relief is required.
- 26.4.** Where agreed in writing by both parties, a dispute may be referred to mediation or arbitration in Seychelles under rules agreed by the parties. Unless and until such agreement is reached, the courts of Seychelles retain jurisdiction.

27. GENERAL PROVISIONS

- 27.1.** Assignment. The Client may not assign, transfer or novate any rights or obligations under this Agreement without the Company's prior written consent. The Company may assign, transfer or novate its rights or obligations to an affiliate, successor, purchaser, service provider or third party, subject to applicable law and regulatory approvals where required.
- 27.2.** Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions remain valid and enforceable. The parties shall, where possible,

- replace the invalid provision with a valid provision that most closely reflects the original commercial intent.
- 27.3.** Waiver. No failure or delay by the Company in exercising any right or remedy constitutes a waiver. Any waiver must be in writing and applies only to the specific circumstances for which it is given.
- 27.4.** No partnership or agency. Nothing in this Agreement creates a partnership, joint venture, employment, fiduciary, advisory or agency relationship between the Client and the Company, except where expressly stated in writing.
- 27.5.** Electronic acceptance. Electronic signatures, tick-box acceptance, online acceptance, platform acceptance, scanned signatures and other electronic records may be treated as valid and binding to the extent permitted by law.
- 27.6.** Interpretation. Headings are for convenience only and do not affect interpretation. References to statutes include amendments, replacements and re-enactments. Words in the singular include the plural and vice versa. References to "including" mean "including without limitation".
- 27.7.** Survival. Any provision intended by its nature to survive termination shall continue in effect, including provisions relating to fees, taxes, margin, negative balances, set-off, confidentiality, data protection, records, liability, indemnity, governing law and dispute resolution.

28. ACKNOWLEDGEMENT

- 28.1.** By electronically accepting, opening an account, accessing the Platform, placing an order, depositing funds or continuing to use the Company's services, the Client confirms that the Client has read, understood and agrees to be bound by this Agreement, the Risk Disclosure Notice, Order Execution Policy, Conflicts of Interest Policy, Privacy Policy, and all other applicable documents incorporated into this Agreement.
- 28.2.** The Client confirms that trading CFDs and other leveraged OTC derivatives involves significant risk, that the Client may lose all invested capital, and that losses may exceed deposits unless negative balance protection expressly applies.

29. SCHEDULE 1: GLOSSARY

"FxGrow": means the trading name, brand name, commercial style, website name, logo, or online identity used by Grow Prime Ltd in connection with the provision, promotion, or operation of its services. FxGrow is not a separate legal entity from Grow Prime Ltd.

Account: any trading account, wallet, vault, portal profile or other account maintained by the Client with the Company.

Authorised Representative: a person accepted by the Company as authorised to act on behalf of the Client.

Balance: the funds recorded in an account before taking account of unrealised profit or loss on open positions, unless the Platform defines it differently.

Business Day: a day on which banks are generally open for business in Seychelles, excluding Saturdays, Sundays and public holidays.

Client Money: money treated as client money under applicable law and the Company's client money arrangements.

Contract for Difference or CFD: an OTC derivative contract that allows the Client to gain exposure to price movements in an underlying asset without owning that asset.

Equity: balance plus or minus unrealised profit or loss and any applicable credits, adjustments or charges, as displayed on the Platform.

Free Margin: equity less margin used for open positions, as calculated by the Platform.

FSA: the Seychelles Financial Services Authority.

Margin: funds or collateral required to open or maintain leveraged positions.

Margin Call: a warning or status indicating that the Client may need to provide additional funds or reduce exposure. The Company is not obliged to issue margin calls before liquidation.

Negative Balance Protection: a feature, if expressly offered, that may limit a qualifying Client's losses to the balance of the relevant account, subject to policy conditions and exclusions.

Order: an instruction to buy, sell, open, close, amend or cancel a transaction in a financial instrument.

OTC: over-the-counter, meaning transactions executed outside a centralised exchange or regulated market.

Platform: any trading platform, client portal, web terminal, mobile application, API or electronic system made available by or through the Company.

Professional Client: a client classified as professional in accordance with applicable conduct of business rules.

Retail Client: a client classified as retail in accordance with applicable conduct of business rules.

Stop-Out: the margin level or condition at which the Company may close positions, reject orders or take other protective action.

Value Date: the date on which funds are considered cleared and available, subject to Company and payment-provider confirmation.