



## CONTENTS

1. TERMS AND CONDITIONS .....	2
2. ACCOUNT OPERATION .....	4
3. TRADING .....	7
4. MARGIN .....	8
5. DAILY VALUATION.....	9
6. CLOSING POSITIONS.....	9
7. ACKNOWLEDGEMENTS .....	10
8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS .....	10
9. DEFAULT .....	13
10. SET OFF.....	15
11. DISPUTE RESOLUTION.....	16
12. LIABILITY AND INDEMNITY.....	16
13. AMENDMENT, ASSIGNMENT AND TERMINATION.....	17
14. FORCE MAJEURE.....	18
15. TRADING PLATFORM.....	20
16. YOUR PRIVACY & DISCLOSURE.....	21
17. CONFIDENTIALITY.....	21
18. SURVIVAL OF OBLIGATIONS .....	22
19. NOTICES.....	22
20. GOVERNING LAW AND JURISDICTION.....	23
21. MISCELLANEOUS .....	23

## 1. TERMS AND CONDITIONS

### INTRODUCTION

These terms and conditions form part of the agreement between Winstone Prime Markets Limited (Business Company Number 25386 BC 2019) (“**Winstone Prime**”, “**we**”, “**our**” or “**us**”) and you, the client (**you** or **yourself**). They govern our dealings with you in relation to our Products.

**You should carefully read this Agreement in its entirety, including all documents listed below, as well as our Privacy Policy (which you can find on our Website).**

The Agreement between you and us is constituted by the following documents:

- The Application Form;
- The Product Disclosure Statement (**PDS**)
- The terms and conditions as set out in this document; and any additional terms and conditions issued by us and accepted by you, in connection with our dealings with you (together, the **Agreement**).

You are referred to other materials that explain the basis of our dealings with you, but which are not part of the Agreement, including:

- Privacy Policy;
- Financial Services Guide (**FSG**);
- Client Categorisation Policy
- AML Policy
- Order Execution Policy
- Risk Warning and
- Website Terms and Conditions

**Transactions you enter into pursuant to the terms of this Agreement carry a high level of risk and can result in losses that can exceed your initial deposit. A more detailed explanation of the risks associated with these transactions is set out in section 5 of the Product Disclosure Statement You should ensure that you fully understand such risks before entering into this Agreement or any transaction with us.**

By submitting the KYC verification via our Website, or by taking any action consistent with your agreement to these terms and conditions, you confirm that you:

- Have received, read and understood this Agreement, including our current PDS; and
- Agree that we will provide our Products and Services to you on the terms and conditions of this Agreement.

Contracts that arise out of the Positions we enter into with you under this Agreement are legally binding and enforceable. You must therefore read this Agreement carefully and seek professional advice, if necessary. We particularly draw your attention to those terms and conditions which deal with Margin, those that set out our rights to terminate and/or close out a Position and those that relate to the termination of this

Agreement and closing of your Account, as you need to clearly understand these important terms and the implications arising from your failure to comply with these condition.

## **ALL TRADES AT YOUR RISK**

We are under no obligation:

- (a) To satisfy ourselves as to the suitability of any Position for you (see section 2 of the PDS for our general client suitability obligations);
- (b) To monitor or advise you on the status of any of your Positions;
- (c) Prevent you from trading beyond your means or ability or to protect you; or
- (d) To close any open Position.

For a discussion about the risks associated with our Products, please refer to (Risk Warning) of our PDS.

## **OUR TRADING SERVICE**

Our trading service is an online service and you specifically consent to the receipt of documents and information about us and our services, costs and charges and our notices via email, website or other electronic means. Upon your request we will send you the PDS and FSG in paper form at no charge.

The “Contact Us” page of our Website provides international telephone number for clients.

## **DEFINITIONS**

In this Agreement capitalised terms and expressions have, unless the context otherwise requires, the meanings given to them in the Forex Glossary.

## **INTERPRETATION**

(a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(i) A reference to:

- (A) A legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (B) A document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (C) A party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
- (D) A person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (E) Anything (including a right, obligation or concept) includes each part of it.

- (ii) A singular word includes the plural, and vice versa.
- (iii) A word which suggests one gender includes the other genders.
- (iv) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
  - (b) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
  - (c) Unless otherwise specified in this Agreement, a reference in this Agreement to a transaction, asset, act or liability of any nature of you includes your transactions, assets, acts or liabilities as trustee of the Trust (if applicable).
  - (d) If you enter into this Agreement in your capacity as trustee of a Trust, this Agreement will be binding on you personally and in your capacity as trustee of the Trust.
  - (e) If there is any inconsistency between a Confirmation and this Agreement, the Confirmation will prevail.

## 2. ACCOUNT OPERATION

### OPENING

You can open account by online registration via our website. You can create subaccounts as per your requirement. References in this Agreement to your Account are taken to include reference to sub-accounts or the relevant sub-accounts as the case may be. We may at our absolute discretion refuse to open an Account with you for any reason we consider appropriate.

### ACCOUNT INFORMATION

- (a) You undertake and warrant to us that any information provided to us at any time is true and correct and that you will immediately inform us of any change to that information.
- (b) You are required to keep confidential all security information relating to the Account, including, but not limited to, any user name, account number, user ID and password. Once you have established this security information, we have no obligation to verify the authority of anyone using this information to operate your account. If you are aware or suspect that these items are no longer confidential, you should contact us immediately.

### INTRODUCING BROKER

You understand and agree that if your Account with us is introduced by an Introducing Broker, the Introducing Broker:  
may not have the right to enter into any trades on your behalf (unless they are an Authorised Person);and

- (a) May be authorised by us to view trades on your Account.

## **AUTHORISED PERSONS**

You may, by written notice, change the persons who are authorised to give us instructions on your behalf. This can include an Introducing Broker, but we will require an authorisation by you under a power of attorney or other permissible evidence of authority granting such Introducing Broker the right to trade on your Account. You agree to produce the original of any such power of attorney or other permissible evidence of authority to us on request (or a copy that has been certified as a true copy in a manner acceptable to us).

We are not bound to act according to any such variation until we receive written notice and agree to such requested change. We may act upon the orders or instructions of any Authorised Person, or any person who appears to us to be an Authorised Person, despite the fact that the person may not be authorised. We are under no obligation to verify the authority of any person who purports to be authorised by you in connection with this Agreement.

## **CHARGES AND CREDIT TO YOUR ACCOUNT**

- (a) You agree to pay the interest, charges and fees as specified in this Agreement from time to time and to receive the benefits set out in this Agreement.
- (b) Any charges will be deducted from your Account the day following the day on which the charges were incurred, and benefits will be paid the day on which they are derived. Deductions from your Account will be made any time without notice or recourse provided to you.
- (c) If we discover that we have made an error in respect of any fee calculation, we will rectify that error by giving you written notice within 28 days.
- (d) If a Position is closed at a loss, that loss will immediately be deducted from your Account and your available trading resources will be adjusted accordingly.
- (e) If a Position is closed at a profit, that profit will immediately be credited to your Account and your available trading resources will be adjusted accordingly, subject to this clause 2 and clause 3.

## **REPORTING TO YOU**

We will provide Confirmations and Reports to you via email.

Any Confirmation or Report will, in the absence of obvious error, be conclusive unless you notify us in writing to the contrary within two (2) Business Days of the Confirmation or Report being issued. You will access and use the Trading Platform to confirm all your Positions with us, to download and view the Confirmations and Reports and to monitor your obligations under this Agreement.

## **DELIVERY OF CONFIRMATIONS AND STATEMENTS ELECTRONICALLY**

At any time, you execute a transaction with us, a confirmation of the executed trade will appear in the Trading Platform. Daily and monthly statements will also be made available to you via email. You may print these daily and monthly statements for your records.

## **OPERATING YOUR ACCOUNT THROUGH OUR TRADING PLATFORM**

When using our Trading Platform your Positions may be viewed at any point in real-time, as well as all deals, orders, pending orders and available statements using the dealing platform. You agree to use the Trading Platform to:

- confirm all transactions entered into with us; and
- monitor your obligations to us.

We may make available to you documents, including those which have the effect of amending the Client Agreement, by either:

- sending them to you by email or other electronic means;
- posting them on our Website;
- sending to you an electronic link to the relevant document by email or other electronic means; or sending them as otherwise permitted bylaw.

## **DAILY STATEMENTS**

Following our end of day settlement time, provided you have dealt or have an open Position, or a balance, we will cause to be produced electronically a daily statement which will be emailed to you. Daily Statements include details of:

- your open Positions;
- your new Positions;
- the opening cash balance on your Account, together with details of Account movements such as deposits, withdrawals or settlements;
- your closing Account balance for the day;
- profits or losses made on Open Positions (your open trade equity);
- the value of your Positions and movements on your Account in the currency in which your Account is denominated, indicating, where appropriate the consolidation rates used;
- other items affecting your Account, such as Rollover Benefits or Rollover Charges applied to your Account;
- profit or loss made on open Positions (your open trade equity);
- the liquidation value;
- your Total Margin Requirement; and
- your Margin excess or deficit.

## **Monthly statements**

Following month end, we will produce an electronic version of your trading statement which will be emailed to you and also be available on the Trading Platform. This will provide the same details as the daily statements but cover all account movements and Positions opened for the month.

## **Checking of confirmations**

It is imperative that you check all the contents of the Confirmations of your trades and you contact us immediately if you disagree with any of their contents. The Confirmation will, in the absence of manifest error, otherwise be conclusive. The time from which you must contact us begins from the time the Confirmation is posted on the Trading Platform, although we may also send the document to you electronically via email.

### **Checking of statements**

It is imperative that you check all the contents of the daily statements and monthly statements in detail and contact us within 24 Business hours if you disagree with any of the content of a daily or monthly report. These documents will, in the absence of manifest error, be conclusive unless you notify us in writing to the contrary within 24 Business hours of receiving them. The 24 Business hours begins from the time the document, although we may also send the document to you electronically via email.

The summary of your financial Position will provide you with your Margin Position, and indicate to you whether you are approaching your minimum Total Equity balance. It will also indicate the excess funds available, if any, that you may either use to open new Margin FX Contracts or CFD Positions or withdraw. It is very important that you remain aware of your daily Total Equity balance, your Total Margin Requirement for your open Position(s), and any Free Equity available.

## **3. TRADING**

### **INSTRUCTIONS**

You may issue trading instructions by using our Trading Platform through a computer connected to the internet or your mobile telephone.

We will not accept orders or instructions from you through any other means, such as by email or telephone.

If you execute an order on the Trading Platform, you are deemed to be making an offer to trade at the quoted price. A Product contract and the quoted price offered by you will not be binding until your order has been accepted and confirmed by the Trading Platform. We reserve the right to decline to enter into any Position proposed by you and are under no obligation to provide you with a reason. We will, however, provide you with prompt notice in accordance with clause 19 of this document in such event.

We may, from time to time, require instructions from you in respect of any Position or proposed Position. You must promptly provide us with those instructions through the Trading Platform. If you do not, we may, in our absolute discretion, take all steps we consider reasonably necessary for our or your protection, which will be at your cost.

### **MINIMUM TRADING SIZE**

The size of your Positions must exceed the Minimum Trading Size.

### **CURRENCY**

- (a) All Positions will be entered into in the currency specified for the trade and will be converted into the Base Currency of your Account at the Current Exchange Rate at the position closing time for the purposes of calculating the components of your account summary.
- (b) All payments made by you to us and by us to you will be converted into the Base Currency of your Account unless otherwise agreed.

### **OPPOSING POSITIONS**

You may run opposing Positions in the same market. A Position in a market where you have an opposing Position already open may be deemed to be an instruction to close out the earlier Position (to the extent of any overlap).

## **ERRORS IN PRICES**

Errors in pricing may occur from time to time. In these circumstances, we may adjust any element of your Position.

## **HEDGING DISRUPTION**

In some circumstances, we may be unable, after using all reasonable efforts, to acquire, substitute, maintain, unwind or dispose of any underlying hedge position we consider necessary to hedge or protect our exposure to the market and other risks arising from an open Position. In such circumstances, we may, at our absolute discretion, close that open Position at the Contract Price.

## **4. MARGIN**

### **INITIAL MARGIN**

Upon placing a trade that creates an open Position you are required to pay into your Account the Initial Margin for that Position as calculated by us.

### **YOUR MARGIN OBLIGATIONS**

- (a) You must pay to us such amounts of Margin as we may require under this Agreement.
- (b) It is your sole responsibility to monitor at all times through the Trading Platform any notifications that we may, but are not obliged to, provide, the Margin deposited or any Minimum Margin requirement under this Agreement having regard to such matters as:
  - (i) your open Positions;
  - (ii) the volatility of any relevant Underlying Instrument;
  - (iii) the volatility of the Underlying Market and the markets generally;
  - (iv) any applicable Exchange Rate risk; and
  - (v) the time it will take for you to remit sufficient cleared funds to us.
- (c) You must always ensure your Account balance meets the higher of the Margin Requirement or the Minimum Margin Requirement.

### **CHANGING MARGIN PERCENTAGE**

- (a) We may vary the Margin Percentage in respect of any Position at any time by giving notice in accordance with clause 19.
- (b) Any variation of the Margin Percentage and/or increase in Margin or Minimum Margin requirement will be due and payable immediately on our demand, subject to clause 4.2(d) above.

## 5. DAILY VALUATION

### CONTRACT VALUE

We will calculate the Contract Value for each Position, as at each Valuation Time during the term of a Position. The Contract Price for each Position at Close of Business is to be calculated, in respect of each relevant Product, in accordance with sections 3, 5 & 7 of the PDS.

### VALUATION

If, at any Valuation Time:

- (a) The Contract Value exceeds the Contract Value at the preceding Valuation Time, the Short Party will pay to the Long Party the value of such excess; and
- (b) The Contract Value at the preceding Valuation Time exceeds the current Contract Value, the Long Party will pay to the Short Party the value of such excess.

### ACCOUNT ADJUSTMENTS

Any payments due under this clause 5 will, subject to clause 10 of this Agreement, be made by us debiting or crediting the Account with effect immediately after the relevant Valuation Time.

## 6. CLOSING POSITIONS

### GENERAL

- (a) You may provide instructions through the Trading Platform to close out a Position at any time. We will act on those instructions as soon as reasonably practicable.
- (b) Details of the last day and time for closing out a Position are available on request. It is your responsibility to be aware of the last day and time for closing out a particular Position on the Website, and available on the TradingPlatform.
- (c) The close out provisions are set out in section 5 of the PDS.

### AUTOMATIC CLOSURE

A Position may close automatically on the fifth anniversary of the date on which the Position was first entered into unless the Position has already been closed in the circumstances that account is not operative i.e. no login and no order placed in that account. If account is active then position will not be closed.

### TIMING OF PAYMENTS

Any payment due by either us or you under this clause 6 in respect of dates on or after the Closing Date will be made by us debiting or crediting your Account at Close of Business on the Settlement Date. If you have insufficient funds in your Account to meet a payment obligation, you must immediately pay to us as a debt an amount equal to the shortfall.

## 7. ACKNOWLEDGEMENTS

### YOU ACKNOWLEDGE AND AGREE THAT:

- (a) **Independence:** we operate independently of any Introducing Broker who is not an authorised representative or related body corporate of ours, or any other third- party vendors that you may interact with in relation to a Position under this Agreement. You understand that any agreement between us and an Introducing Broker does not establish a joint venture or partnership and any such Introducing Broker is not an agent or employee of ours. You also acknowledge that we make no warranty as to an Introducing Broker's or a third party's regulatory status, compliance with Applicable Laws or their quality of service they provide to you in relation to any Products entered into under this Agreement;
- (b) **Spread:** We may remunerate an Introducing Broker for introducing you to us and such remuneration may be on a per-trade basis or other basis. Such remuneration to the Introducing Broker may require you to make an additional payment above and beyond the ordinary spread generally provided by us. This payment could take the form of wider spreads, commissions, fees or other charges. We will provide you with information as to the precise nature of such remuneration upon request; and
- (c) **Acting as a agent:** In our dealings with you, we will act as a agent to all of your Positions.

## 8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

### YOUR WARRANTIES

You represent, warrant and undertake to us, at the time of entering into this Agreement and each time you provide instructions through the Trading Platform or to us directly:

### NATURAL PERSONS

- (a) **Status:** you are not bankrupt, of unsound mind or incapable of managing your own affairs;

### CORPORATE ENTITIES

- (b) **Authorisation:** where applicable, you are empowered by, and have obtained, all necessary authorities under your constitution and at law to enable you to:
  - (i) Properly execute this Agreement and to carry out the transactions contemplated;
  - (ii) Ensure this Agreement is legal, valid, binding and admissible in evidence; and
  - (iii) Enable you to properly carry on your business as it is now being conducted

and you are complying with any conditions to which any of these authorisations is subject;

### NATURAL PERSONS & CORPORATE ENTITIES

- (c) **Power:** you have full legal capacity and power to enter into this Agreement and to carry out the transactions that it contemplates;
- (d) **This Agreement:** this Agreement constitutes your legal, valid and binding obligations, enforceable against you in accordance with its terms;
- (e) **Consents:** where applicable, you have obtained all necessary consents and have the authority to enter into this Agreement;

Winstone Prime Markets Limited, Suite 305, Griffith Corporate Centre, P.O Box 1510, Beachmont Kingstown, St.Vincent and the Grenadines.

- (f) **Compliance with laws:** you are complying with all laws to which you are subject;
- (g) **No litigation:** no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to your knowledge after due enquiry, threatened which, if adversely decided, could have a material adverse effect on you;
- (h) **Solvency:** you are able to pay your debts as and when they fall due and are not otherwise insolvent or presumed to be insolvent under any law;
- (i) **Information accurate:** at all times the information provided by you to us in connection with this Agreement, whether in the Application Form or otherwise will be complete, true and accurate and not misleading (including by omission);
- (j) **Disclosure of relevant information:** you have disclosed to us all the information that we require for an assessment by us of the risks that we assume by entering into this Agreement with you;
- (k) **No contravention:** neither your execution of this Agreement nor your carrying out of the transactions under this Agreement contemplates does or will:
  - (i) contravene any law to which you or any of your property is subject or any order of any Government Agency that is binding on you or any of your property;
  - (ii) contravene any Authorisation;
  - (iii) contravene any agreement binding on you or any of your property; or
  - (iv) contravene your constitution or the powers or duties of your directors;
- (l) **Payment:** you will pay any amount due and payable by you under this Agreement when it is due;
- (m) **AML:** You acknowledge that by entering into this Agreement, we may require further information from you from time to time to comply our obligations under the Anti- Money Laundering and Terrorist Financing Regulations (“AML Regulations”). By entering into this Agreement, opening an account and transacting with us, you undertake to promptly provide us with all additional information and assistance that we may reasonably require to comply with the AML Regulations.
- (n) **AML:** You also warrant that:
  - (i) You are not aware and have no reason to suspect that:
    - i. The moneys used to fund your transactions have been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Applicable Laws, international law or convention or by agreement; or
    - ii. The proceeds of your investment will be used to finance any illegal activities; and
  - (ii) Neither you nor your directors are a politically exposed person or organisation as the term is used in the AML Regulations.

## TRUSTEE OF A TRUST

Where you are the trustee of a trust, settlement or fund (the **Trust**) you further represent, warrant and undertake to us, at the time of entering into this Agreement and each time you provide instructions to us:

- (a) **Status of the Trust:** The Trust is validly constituted and has not terminated, nor has the date or any event occurred for the vesting of the assets of the Trust. You will notify us immediately in writing if the Trust is determined or ceases to exist;
  - (b) **Status as Trustee:** you are the sole trustee or trustees of the Trust and you have been validly appointed. You have not given any notice of resignation and no action has been taken to remove you or to appoint an additional trustee of the Trust. You will notify us immediately in writing if you cease for any reason to be the trustee of the Trust;
  - (c) **Trust power:** you have power under the instrument that constitutes the Trust (**Trust Deed**) to:
    - (i) own the Trust assets and carry on the business of the Trust as it is now being conducted; and
    - (ii) enter into this Agreement and to perform your obligations under this Agreement. You will ensure that your powers under the Trust Deed are not revoked or modified;
  - (d) **Trust authority:** all action has been taken that is necessary or desirable under the Trust Deed or at law to:
    - (i) authorise your entry into the Agreement and to perform your obligations under this Agreement;
    - (ii) ensure that this Agreement is binding on you as trustee of the Trust; and
    - (iii) enable you to properly carry on the business of the Trust;
  - (e) **No amendment:** The Trust Deed has not been amended;
  - (f) **Benefit of beneficiaries:** you are entering into this Agreement as part of the proper administration of the Trust, for the commercial benefit of the Trust and for the benefit of the beneficiaries of the Trust;
- Right of indemnity:**
- (i) you have the right to be indemnified out of the Trust assets in relation to any liability arising under or in connection with the proper performance of your rights and obligations under this Agreement; and
  - (ii) the Trust assets are sufficient to satisfy that right in full; and
  - (iii) you have not released or disposed of your equitable lien over the Trust assets;
- (g) **Right of beneficiaries:** the rights of the beneficiaries to and their interest in the Trust assets are subject to:
    - (i) our rights and interests in the Trust assets under this Agreement; and
    - (ii) any rights and interests that you hold in the Trust assets to which our rights may be subrogated;
  - (h) **Priority against beneficiaries:** this Agreement has priority over the interests of the beneficiaries of the Trust;
  - (i) **Terms of Trust:** you have disclosed to us the full particulars of the Trust and of any other trust or fiduciary relationship affecting the Trust assets and have given us a complete and up-to-date copy of the Trust Deed;
  - (j) **Compliance:** you will comply with all of your obligations as trustee of the Trust, whether under the terms of the Trust Deed or otherwise;

- (k) **No breach:** you are not in breach of any of your obligations as trustee of the Trust, whether under the terms of the Trust Deed or otherwise;
- (l) **No termination:** no action has been taken nor is there any proposal or requirement to wind up, terminate, reconstitute or resettle the Trust, and that no date or event for the vesting of the Trust is contemplated to occur before the final vesting date for distribution specified in the Trust Deed;
- (m) **No other business:** you will not act as trustee of any other trust or fund, or carry on any business except as trustee of the Trust, without our consent;
- (n) **No distribution of capital or income:** you will not make any distribution of any income or capital or assets of the Trust that results in there being insufficient assets of the Trust to meet any of your liabilities under this Agreement;
- (o) **Right of indemnity:** you will not release, dispose of or otherwise prejudice your:
  - (i) rights of indemnity against the Trust assets; or
  - (ii) equitable lien over the Trust assets,

and, at our request, must exercise those rights and that lien and facilitate the subrogation of our rights to them;

- (p) **Other information:** you will give us promptly on request and in any event, within five(5) Business Days any information relating to the financial condition, business, assets and affairs of the Trust that we reasonably request. As at the date of this Agreement or, if given later, when given you represent and warrant that:
  - (i) the other information and reports (if any) relating to the Trust that you have given to us in connection with this Agreement are true and accurate in all material respects and not misleading in any material respect (including by omission);and
  - (ii) any forecasts, projections and opinions in that other information and reports are fair and reasonable (and were made or formed on the basis of recent historical information and reasonable assumptions after inquiry and consideration).

## **NOTIFICATION OF CHANGES**

You undertake that throughout the term of this Agreement you will promptly notify us of:

- (a) Any change to the details supplied by you in KYC; and
- (b) Any change to your officeholders, share structure or control and any material or anticipated change in your financial circumstances.

## **9. DEFAULT**

### **EVENTS OF DEFAULT**

The following constitute Events of Default, which upon their occurrence give us the right to take action in accordance with clause 9.2:

- (a) An Insolvency Event occurs in relation to you;
- (b) You are an individual and you die or become of unsound mind;

- (c) You fail to provide any Margin or other sum due under this Agreement in respect of any Position, or the Margin held by us in respect of your Positions falls below our Margin Requirement;
- (d) You are in breach of any representation, warranty or undertaking made under this Agreement or any other material term of this Agreement and/or any information provided to us in connection with this Agreement is or has become untrue or misleading;
- (e) You knowingly take advantage of an incorrect price when dealing with us and a reasonable person in your position would have known the price offered was incorrect or we consider that you have, or have attempted to, manipulate the Trading Platform or any other system of ours in anyway;
- (f) Any fee or charges or other payments due to us are not paid in accordance with this Agreement;
- (g) At any time or for any period deemed reasonable by us you are not contactable, or you do not respond to any notice or correspondence from us;
- (h) We reasonably believe it is prudent for us to take any or all of the actions described in clause 9.2 in light of any relevant legal or regulatory requirement applicable either to you or to us;
- (i) We reasonably consider it necessary for the protection of our rights under this Agreement;
- (j) We reasonably consider that you may be in breach of or have failed to comply with any Applicable Law;
- (k) We are so requested by any government body, regulatory body or other authority;
- (l) Your Account balance falls below the Minimum Margin Requirement;
- (m) Any Dispute occurs, or litigation is commenced and, in view of the subject matter of or any issues in dispute in relation to that litigation, we reasonably decide that we cannot continue to deal with you while the litigation is pending;
- (n) Where we have not received, within ten days of a written request, all information which we have requested in connection with this Agreement;
- (o) Where we believe on reasonable grounds that you are unable to manage the risks that arise from your Positions;
- (p) Any restriction on your Position size is, or is likely to be, exceeded;
- (q) Where you are trustee of a Trust, and without our consent, you cease to be sole trustee of the Trust, or any step is taken to:
  - (i) remove you as trustee, or to appoint a substitute or additional trustee; or
  - (ii) bring any part of the Trust assets under the control of any court; or
  - (iii) any of the following were to occur where you are trustee of a Trust:
    - (i) any application or order is made in any court for:
      - (A) accounts to be taken in respect of the Trust; or
      - (B) any property of the Trust is to be brought into court or administered by the court under its control;
    - (ii) the beneficiaries of the Trust resolve to wind up the Trust;

- (iii) you are required to wind up the Trust under the Trust Deed or applicable law; or (iv) the winding up of the Trust commences for any other reason;
- (s) Where you are trustee of a Trust, the Trust is held, or is conceded by you, not to have been properly constituted;
- (t) Where you are trustee of a Trust, you cease to be authorised under the Trust Deed or at law to own the Trust assets in your name or to perform your obligations under this Agreement; or
- (u) Where you are trustee of a Trust, you breach any of your obligations as trustee of the Trust.

### **CONSEQUENCES OF DEFAULT**

If an Event of Default occurs, we may take all or any of the following actions;

Immediately require payment of any amount you owe us, including Margin;

Terminate this Agreement;

- (a) Close or limit the size of all or any of your open Positions or the number of Positions you have with us;
- (b) Refuse orders to establish new Positions;
- (c) Cancel existing Positions;
- (d) Convert any ledger balances to the Base Currency of your Account;
- (e) Exercise our rights under this clause 9 and clause 10 below;
- (f) Change the Margin level at which we may close your Account;
- (g) Impose new Margin requirements on your Trading or Account;
- (h) Limit or withdraw the credit on your Account;
- (i) Call on any guarantee in respect of your obligations;
- (j) Enter into any transaction at such rates and times as we may determine in order to meet or hedge any obligation you may have incurred under a Position; or
- (k) Retain any amount owed by us to you against any contingent liability of yours to us, so long as the contingency exists.

### **10. SET OFF**

- (a) This Agreement and all Positions under it form part of a singular agreement between us and you.
- (b) When an Event of Default occurs, we shall:
  - (i) calculate a final Contract Value in respect of all Positions;
  - (ii) calculate all amounts owing by you to us or us to you, under this Agreement or otherwise (including any costs arising from the Event of Default) to form a single net sum;

- (iii) if a relevant amount in clause 10(b)(i) or 10(b)(ii) above is denominated in a currency other than the Account Currency, then we shall determine the amount in US Dollars that would be required to purchase the equivalent amount of the other currency on the date of the calculation at a rate as we in, our absolute discretion, shall reasonably determine;
  - (iv) as soon as reasonably practicable, following our determination of the above amounts, we shall aggregate all such amounts and set-off the total of all amounts due from us to you against the total of all amounts due from you to us, and the only net difference between those amounts (the **Net Termination Amount**) is payable by the relevant party having a net payment obligation; and
  - (v) we will notify you in writing, pursuant to clause 19 of this document, of our calculation of the Net Termination Amount promptly following our determination. The Net Termination Amount shall be payable on the date on which such notice is effective.
- (c) The Net Termination Amount shall accrue interest at the rate reasonably determined by us from (and including) the date of the close out (but excluding) the date on which the relevant Net Termination Amount is paid in full.
- (d) For the avoidance for doubt, we have a right of set-off across all Accounts and sub- accounts you hold with us.

## 11. DISPUTERESOLUTION

### PROCEDURE

Please refer to section 12 of the PDS for our procedure for complaints and dispute resolution.

### CONTINUANCE OF PERFORMANCE

Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this Agreement, unless the parties have agreed otherwise in writing. If you have submitted your complaint to us (or an alternative external dispute resolution service), you are still required to do what you can to mitigate your losses.

## 12. LIABILITY AND INDEMNITY

### EXCLUSION OF LIABILITY

To the maximum extent permitted by law, we are not liable for:

- (a) Any Loss or Claim in respect of an alleged loss of profits, loss of revenue or loss of opportunity;
- (b) Any Loss that was not reasonably foreseeable;
- (c) Any action we may take under this Agreement, so long as we act within the terms of its provisions;
- (d) Any action taken by or on the instruction of a market, clearing house or regulatory body;
- (e) Any breach of this Agreement, except in the case of our fraud, negligence or willful default;
- (f) Any Error that may occur;
- (g) Any Claim in respect of general financial advice provided by us;

- (h) Any error or inaccuracy in, or unsuitability of, or omission from the Agreement, or any other information provided by us, whether negligent or otherwise;
- (i) any Loss or Claim suffered or incurred by you in respect of our Trading Platform including due to the unavailability of the Trading Platform or Trading Platform, system and data errors, delays, inaccuracies, errors or omissions in data provided to you, software or computer viruses or the unauthorised use of the Trading Platform at any time; and
- (j) Any errors, actions or inactions of any Introducing Broker, Associate or any other third party.

## **TRADING PLATFORM**

We give no warranty as to the availability, accessibility, description, quality, performance or fitness for purpose for you of the Trading Platform or any component of the Trading Platform. We reserve the right to remove altogether or reduce the Trading Platform service at any time for any purpose, without incurring any liability to you, however will provide written notice of our intention to do so in accordance with clause 19.

## **INDEMNITY**

You agree to indemnify us against, and you must pay on demand, all Losses or Claims (including without limitation loss of profit or business opportunity and loss of or damage to reputation) which may be suffered or incurred or brought against us or in connection with or caused by:

- (a) A breach by you of your obligations under this Agreement or, where relevant, by any of your officers, employees, agents or contractors;
- (b) Any willful, unlawful or negligent act or omission by you or, where relevant, any of your officers, employees, agents or contractors;
- (c) Any Loss suffered by us as a result of any computer viruses, worms, software bombs or similar items introduced by you into the system via the Trading Platform or any software provided by us to you in order to enable you to use the Trading Platform;
- (d) Us entering into any Position with you;
- (e) Us taking any action under clause 9 and clause 10 of this Agreement,

unless such Loss or Claim is suffered or incurred as a result of our fraud, negligence or willful default.

## **13. AMENDMENT, ASSIGNMENT AND TERMINATION**

### **AMENDING AGREEMENT**

We may amend or replace this Agreement at any time by giving written notice to you of the changes.

### **TERMINATION**

Notwithstanding any other termination rights, we have under this Agreement, we may immediately terminate this Agreement at any time by giving you written notice in accordance with clause 19 of this document. You may terminate this Agreement at any time by giving us ten (10) Business Days' written

notice in accordance with clause 19 of this document. Your Account will be closed as soon as reasonably practicable after the expiry of the termination notice period, with all open Positions, or orders cancelled, and all your obligations discharged.

## **RESERVATION OF RIGHTS**

If you provide such notice under clause 13.2, we reserve the right to refuse to allow you to enter into any further Positions or orders which may lead to you holding further open Positions during the termination notice period.

## **ASSIGNMENT AND DELEGATION**

- (a) You may not assign any of your rights or delegate any of your obligations under this Agreement to any person without our prior written consent.
- (b) You may not create any security interest over any of your rights under this Agreement, including any rights to deposits held by us.
- (c) We may assign, novate or otherwise transfer our rights or delegate any of our obligations under this Agreement to any person, in whole or in part, without your prior consent on giving not less than seven (7) Business Days' notice in accordance with clause 19 of this document.
- (d) If you are in default of any of your obligations under this Agreement, we will be entitled (without prejudice to any other rights we may have) to assign to any person with immediate effect all or any of our rights in respect of moneys owing to us under this Agreement, as well as any security or other remedies available to us in respect of such moneys. You may be required to acknowledge in writing to us that the assignee has assumed our rights and obligations under this Agreement in relation to the relevant moneys owing by you.

## **14. FORCE MAJEURE**

### **DEFINITION OF FORCE MAJEURE EVENT**

A Force Majeure Event refers to any occurrence or non-occurrence as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation) under this Agreement and that is beyond the reasonable control of that party, including forces of nature, industrial action and action or inaction by a government agency.

A Force Majeure Event includes:

- (a) Us, in our opinion, becoming unable to maintain an orderly market in respect of a Product for one or more of the Underlying Instruments as a result of the occurrence of any act, omission or event (including a strike, riot, civil unrest or failure of power supply, communications or other infrastructure);
- (b) The suspension, closure, liquidation or abandonment of any relevant market or Underlying Instruments; or
- (c) The imposition of limits or special or unusual terms in the relevant markets or Underlying Instruments; or
- (d) The excessive movement, volatility or loss of liquidity in the relevant markets or Underlying Instruments; or

- (e) Where we reasonably anticipate that any of the circumstances listed in sub-sections (a) to (d) above are about to occur.

## **NOTICE AND SUSPENSION OF OBLIGATIONS**

If a party to this Agreement is affected, or likely to be affected, by a Force Majeure Event:

- (a) That party must immediately give the other prompt notice of that fact including:
  - (i) full particulars of the Force Majeure Event;
  - (ii) an estimate of its likely duration;
  - (iii) the obligations affected by it and the extent of its effect on those obligations; and
  - (iv) the steps taken to rectify it; and
- (b) The obligations under this Agreement of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

## **REASONABLE ENDEAVOURS**

A party claiming a Force Majeure Event must use reasonable endeavors to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible. This does not require a party to settle any industrial dispute in any way that it considers inappropriate. If the party comes to the view that the Force Majeure Event is not amenable to such actions, it must notify the other party as soon as possible.

## **TERMINATION DUE TO FORCE MAJEURE EVENT**

- (a) If a Force Majeure Event continues for more than five (5) Business Days, either party may terminate this Agreement immediately by giving written notice to the other party in accordance with clause 19 of this document; and
- (b) In the event of termination under paragraph (a), neither party is liable to the other except to the extent of rights or obligations which accrued before the termination.

## **ADDITIONAL ACTIONS**

Notwithstanding clauses 14.2 and 14.3 above, if we reasonably determine that a Force Majeure Event exists then we may (without prejudice to any other rights under this Agreement and at our sole discretion) take any one or more of the following actions:

- (a) Alter normal trading times;
- (b) Alter the Margin Requirement;
- (c) Amend or vary this Agreement and any transaction contemplated by this Agreement, including any Position, insofar as it is impractical or impossible for us to comply with our obligations to you;
- (d) Close any or all existing Positions, cancel instructions and orders as we deem to be appropriate in the circumstances; or
- (e) Take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances having regard to the Positions of us, you and other clients.

To the extent practicable, we will take reasonable steps to notify you, in accordance with clause 19, of any action that we propose to take under this clause 14.5. If it is not practicable to give you prior notice, we will notify you promptly after taking any such action.

## **LIABILITY**

If we reasonably determine in our absolute discretion that a Force Majeure Event exists, we will not be liable to you for any failure, hindrance or delay in performing our obligations under this Agreement or for taking or omitting to take any action in accordance with clauses 14.2 or 14.3 of this Agreement.

## **15. TRADING PLATFORM**

### **USE OF INFORMATION, DATA AND SOFTWARE**

- (a) If you receive any data, information or software via the Trading Platform other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.
- (b) You will promptly take all reasonable steps to delete such data, information or software from your systems if we request you to do so.

### **MAINTAINING STANDARDS**

When using the Trading Platform, you must:

- (c) Ensure that your systems are maintained in good order and is suitable for use with the Trading Platform;
- (d) Carry out virus checks on a regular basis;
- (e) Not at any time leave the terminal from which you have accessed the Trading Platform or let anyone else use the terminal until you have logged off the Trading Platform;
- (f) Run such tests and provide such information to us as we reasonably consider necessary to establish that the system satisfies the requirements notified by us to you from time to time; and
- (g) Inform us immediately of any system defect, or any unauthorised access to the Trading Platform or any unauthorised transaction or instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease and cease all use of such Trading Platform until you have received permission from us to continue.

### **SYSTEMD EFFECTS**

In the event, you become aware of a defect, malfunction or virus in your systems or in the Trading Platform, you will immediately notify us of such defect, malfunction or virus and cease all use of such Trading Platform until you have received permission from us to resume use.

### **INTELLECTUAL PROPERTY**

All rights in patents, copyrights, design rights, trade-marks and any other intellectual property rights (whether registered or unregistered) relating to the Trading Platform remain vested in us or our licensors.

You will not copy, interfere with, tamper with, alter, amend or modify the Trading Platform or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the Trading Platform, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Trading Platform made in accordance with law are subject to the terms and conditions of this Agreement. You must ensure that all the licensors trademarks and copyright and restricted rights notices are reproduced on these copies. You must maintain an up-to-date written record of the number of copies of the Trading Platform made by you. If we so request, you must as soon as reasonably practicable, provide to us a statement of the number and whereabouts of copies of the Trading Platform.

## **IMMEDIATE SUSPENSION OR PERMANENT WITHDRAWAL**

We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use the Trading Platform, or any part thereof, without notice, where we consider it necessary or advisable to do so. In addition, your use of the Trading Platform will be terminated automatically, upon the termination (for whatever reason) of (i) any licence granted to us that relates to the Trading Platform; or (ii) this Agreement.

## **EFFECTS OF TERMINATION**

If either party terminates your use of the Trading Platform for any reason, upon request by us, you must, at our option, return to us or destroy all hardware, software and documentation that we have provided you in connection with the Trading Platform and any copies thereof.

## **16. YOUR PRIVACY & DISCLOSURE**

The information you provide to us on KYC and in connection with your transactions will primarily be used for the processing of your application and for complying with certain laws and regulations. We collect, maintain, use and disclose Personal Information in the manner described in our Privacy Policy. Our Privacy Policy is available on our Website or by calling our client services team.

## **17. CONFIDENTIALITY**

Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of the Agreements) except:

- (a) With the consent of the party who provided the information (such consent not to be unreasonably withheld);
- (b) If allowed, compelled or required by law, the Agreements, our Privacy Policy or required by any market exchange;
- (c) In connection with any legal proceedings relating to the Agreements; or
- (d) To any person in connection with an exercise of rights or when dealing with rights or obligations under the Agreements (including in connection with preparatory steps such as in relation to assignments).

This clause does not apply in relation to Personal Information (as defined and as set out in clause 16 above).

## 18. SURVIVAL OF OBLIGATIONS

Clauses 1, 8, 10, 11, 12, 13.3, 17, 18, 19 and 20 survive any termination or expiry of this Agreement.

## 19. NOTICES

### NOTICES MUST BE IN WRITING

Subject to clause 19.2, any notice or other communication (including any Confirmations, Reports, statements or supplementary PDS) given or made under or in connection with the matters contemplated by this Agreement will, except where oral communication is expressly provided for, be in writing and will be sent:

- (a) Us: The “Contact Us” page of our Website provides our business addresses for the purposes of written notifications to email: [support@winstoneprime.com](mailto:support@winstoneprime.com).
- (b) Our registered address is Winstone Prime Markets Limited, Suite 305, Griffith, Corporate Centre, PO Box 1510, Beachmont, Kingstown, Saint Vincent and the Grenadines.
- (c) You: The address and electronic mail address provided by you in the KYC.

### PROVISION OF NOTICE

A notice in writing can be provided by letter, email or, to the extent permitted by Applicable Laws, the Website including the Trading Platform.

### WHEN NOTICES ARE RECEIVED

Any such notice will be deemed to have been received:

- (a) If delivered personally or by hand, at the time of delivery;
- (b) If sent by mail, when it would be delivered in the ordinary course of post, but in any event
  - (i) not later than seven (7) Business Days after posting.
- (c) If sent by electronic transmission, when received by the recipient in readable form:
  - (i) by 9.00 pm (GMT Time in the place of receipt) on a Business Day – on that day; or
  - (ii) after 9.00 pm (GMT time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day; and
- (d) If it is given in any other manner permitted by law, when actually received by that person, unless a later time of receipt is specified in it.

### CHANGE OF NOTICE DETAILS

You may alter the address (including electronic mail address) to which Confirmations, Reports, notices and other communications are issued, by written notice to us. Such change, however, will not be actioned until approved by us. You agree and acknowledge that you are solely responsible for ensuring that we have your current address, telephone number, and electronic mail address.

## 20. GOVERNING LAW AND JURISDICTION

### LAW

This Agreement, and each Position between us and you will be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines.

### JURISDICTION

Both parties submit irrevocably, for our benefit only, to the exclusive jurisdiction of the laws of Saint Vincent and the Grenadines. Both parties waive any objection they may have to proceedings being brought in such courts, waive any claim that such proceedings have been brought in an inconvenient forum and further waive the right to object, with respect to such proceedings, that such courts do not have any jurisdiction over such party. For the avoidance of doubt, this clause 20.2 will not prevent us from commencing proceedings in any other relevant jurisdiction.

## 21. MISCELLANEOUS

### CONSENT TO RECORDING OF TELEPHONE CONVERSATIONS

You consent to the electronic recording of your telephone discussions with us, emails logs, and chat records, and the use of recordings or transcripts from such recordings for any purpose.

### OUR ACTIONS TO COMPLY WITH THE LAW

Despite any other provision of this Agreement, in providing the Services in this Agreement, we will be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with all Applicable Laws.

### CLIENT MONEY

- (a) Details of how we handle your Client Money can be found in section 6 of the PDS.
- (b) Treatment of interest

Unless otherwise agreed in writing with you, we are solely entitled to any interest or earnings derived from your money;

- (c) You irrevocably and unconditionally authorise us to:
  - (i) withdraw, deduct or apply any amounts payable by you to us under this Agreement from your account, including, without limitation making a payment for, or in connection with, the margining, adjusting or settling of dealings in Positions entered into by you or the payment of interest or fees or charges to us, it being acknowledged and agreed by you that such amounts belong to us under this Agreement and may be used by us in our business from time to time, including for the payment of amounts to our counterparties;
  - (ii) deal with any property, other than money, given to us in accordance with the terms and conditions of this Agreement, including, without limitation:
    - A. dealing with such property in connection with the margining, adjusting or settling of dealings in Positions entered into by you: or
    - B. selling or charging in any way any or all of your property which may from time to time be in the possession or control of us or any of our Associates following the happening an Event of Default.

## **OPERATION OF THIS AGREEMENT**

- (a) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.
- (b) If there is any inconsistency between the English version of this Agreement and any translation of this Agreement, the English version will prevail to the extent of any inconsistency.

## **RIGHTS AND REMEDIES**

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

## **RIGHTS OF THIRD PARTIES**

Nothing in this Agreement is intended to confer on any person other than us or you any right to enforce any term of this Agreement.

## **WAIVER AND VARIATION OF RIGHTS**

- (a) No delay or omission on our part in exercising any right, power or remedy provided by law or under this Agreement, or partial or defective exercise thereof, will:
  - (i) impair or prevent further or other exercise of such right, power or remedy; or
  - (ii) operate as a waiver of such right, power or remedy.
- (b) No waiver of any breach of any term of this Agreement will (unless expressly agreed in writing by us) be construed as a waiver of a future breach of the same term or as authorising a continuation of the particular breach.
- (c) Our exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this Agreement. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this Agreement.

## **OUR OFFICE AND TRADING HOURS**

Trading hours for Margin FX Contracts and CFDs vary and will depend on the relevant Underlying Instrument's hours of operation. They are published on our Website.

We are under no obligation to quote prices or accept orders or instructions on Contracts to which Limited Trading Hours applies.

## **MULTIPLE PARTIES**

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party, then unless otherwise specified in this document:

- (a) An obligation of those persons is joint and several;
- (b) A right of those persons is held by each of them severally; and

- (c) Any other reference to that party or that term is a reference to each of those persons separately, so that (for example):
- (i) a representation, warranty or undertaking relates to each of them separately; and
  - (ii) a reference to that party or that term in clause 8 is a reference to each of those persons separately.

#### **TIME IS OF THE ESSENCE**

Time is of the essence for this Agreement.

#### **LIABILITY FOR EXPENSES**

Each party must pay its own expenses incurred in executing this Agreement and negotiating any additional terms and conditions as it relates to a Position.

#### **GIVING EFFECT TO TRANSACTIONS**

Each party must do anything (including execute any document) and must ensure that its employees and Authorised Person does anything (including execute any document), that any other party may reasonably require to give full effect to this Agreement.



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