Terms of Business

1. INTRODUCTION.

1.1. Ever Financial Overseas Ltd. (EFO) is a company incorporated and regulated under the laws of Saint Lucia (Register number 2026-00383) with registered address: The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia ("the company", "we", "us" or "our").

1.2. These Terms of Business are part of the agreement between the company and its client ("You", "client" or "customer"), which governs our trading services and all Trades we conduct with You. The said agreement relating to our trading services consists of the following documents:

1. **Live Money Account Application** – an online form on our website or mobile applications;
2. **Trading Instrument Tables**, which provide the commercial details for each financial Instrument, including market hours, margin factors, commissions, fees and other requirements for dealing in each market. This information is available on our website or the platform;
3. **Order Execution Policy**;
4. **Risk Disclosure Notice**;
5. **The Website** – including our Trading Platform via which You or any third party could trade online;
6. **Privacy Policy.**

1.3. Together the above-mentioned documents are referred to as the "Agreement" and they can be found on our website.

1.4. Please read this Agreement and the Notice and Policies carefully and discuss with us anything You do not understand. Unless You raise a specific issue, the Agreement will be regarded as setting out all the relevant terms concerning our trading services. Trades that we enter into with You under this Agreement are legally binding and enforceable. By signing the Application Form or by electronically submitting Your application on our Website or mobile application, You confirm acceptance of the terms of this Agreement. Once the Account is opened, You will be bound by all terms of this Agreement.

1.5. **Main Terminology:**

In this Agreement certain words and expressions have the meanings set out below:

"Account" is an Account that You hold with us which enables You to trade with currency pairs, stocks, futures of indexes and commodities. Any entries in that Account shall only be made upon the performance of the subject matter of this Agreement;

"Client" is a natural person, legal person or organizational entity that opens an Account with the company and accepts the Agreement;

"Currency Pair" means an instrument for speculation on the currency markets. The currency pair is the correlation of two currencies, e.g. EUR/USD;

"Contract for Difference", or **"CFD"** if abbreviated, has the meaning specified in item 11.1 of this Agreement;

"Good until Cancelled" (GTC) – the order will remain effective until either: a) the order is executed, b) You cancel the order, c) the related position expires, d) You manually close the related position;

"Market Hours" means the time span of trading on the financial markets as indicated on the website rs-prime.com. During those market hours, the Client shall have the right to place orders for execution for those financial instruments whose exchanges are open for trading;

"Minimum Deposit" means the minimum amount that should be deposited by the Client – USD 100, GBP 100, EUR 100 or CHF 100;

"Equity" means all of the Client's monetary funds deposited with the company in pursuance of the Agreement's Terms of Business;

"Free Funds" means all of the Client's funds which have not been blocked as security for the open positions and for the positions to limit losses (Stop Loss orders). The free funds can be withdrawn or invested;

"Expiration Day" – the date on which rights and obligations of the parties under the financial Instrument expire*;*

"Margin" has the meaning indicated in item 5.1 of this Agreement;

"Order" means an order to buy or to sell as placed by the Client via the electronic trading platform on rs-prime.com or by our mobile application;

"Minimum Order" means the minimum number of units of the financial instruments for which the company gives quotes. The minimum number for purchase and sale of foreign currency and CFDs is indicated on the website rs-prime.com;

"Index" means a futures contract on a stock index;

“Long position” means the purchase of a financial instrument by the Client;

“Short position” means the sale of a financial instrument by the Client;

“Stock” means a share of a public company, registered for trading on a foreign stock exchange, on which the contract for difference (CFD) is based;

“Rollover table” means a table on the company website indicating the schedules with the expiration days of all futures contracts;

“Liquidity provider” – a financial or technology company that uses software to receive orders from financial companies / financial websites and sends them for execution to major banks and / or exchanges. The liquidity provider is not a counterparty at the contract with the end customers of rs-prime.com and is not responsible for the quality of the service provided to its clients;

“Lot” – typically at financial markets one lot of the trading instrument is USD 100 000 or equivalent of USD 100 000 in any other currency;

“Scalping trading” - if a client fast opens and fast closes a position then we treat this activity as a scalping trading. Scalping is considered when keeping positions open for less than 10 minutes.

2. SUBJECT MATTER OF THE AGREEMENT.

2.1. The Client hereby assigns, and the company undertakes to receive and execute orders for transaction with contracts for difference (CFD) under item 3.1 via the electronic trading platform on the website rs-prime.com or our mobile application, at the Client’s expense and risk.

2.2. The company shall classify the Client as non-professional.

2.3. All transactions under the subject matter of this Agreement shall be concluded via the Client’s Account with the company.

2.4. Each transaction shall be concluded only at the Client’s discretion and order and shall be entirely at the Client’s expense and risk. The company shall not provide any advice to the Client and shall not be liable for the Client’s investment decisions. Trading with CFDs entails a high level of financial risk. The Client may lose all the money in their account.

3. SERVICES PROVIDED BY THE COMPANY AND TERMS OF BUSINESS.

3.1. The services provided by the company to the Client according to the subject matter of this Agreement are to receive and execute orders for:

1. Trading with CFDs on currency pairs;
2. Trading with CFDs on stocks;
3. Trading with CFDs on index futures;
4. Trading with CFDs on commodity futures.

3.2. The company shall open an Account in the name of the Client in euros (EUR), US dollars (USD) or British pounds (GBP). This Agreement shall take effect after a minimum deposit is received at the company, which may not be less than USD 100, GBP 100, EUR 100 or CHF 100.

3.3. The Client shall make a profit or incur a loss as a result of the transactions concluded by the Client under item 3.1. All profits and losses shall be re-calculated immediately into the currency in which the Account under item 3.2 was opened.

3.4. The Client declares that they shall place all orders for transactions in their own name and at their own expense.

3.5. The order shall only be deemed placed by the Client as soon as the company confirms its receipt via the electronic trading platform or by telephone.

4. PARTIES' RIGHTS AND OBLIGATIONS. LIABILITY.

4.1. The Client shall have the right to receive quotes during the market hours.

4.2. The Client shall have the right to receive confirmations for the executed transactions as well as statements of their account balance.

4.3. The company may provide to the Client, via the electronic trading platform under item 2.1., information on charts, current information on the status of an instrument or a market where the instrument is traded, economic calendar, news, analysis, training materials, market sentiment, technical indicators, and any such information, but the Client shall be expressly informed that this is neither advice, nor a recommendation to make transactions.

4.4. The Client shall be obliged to monitor their open positions and are aware that they bear the risk of suffering a loss from trading up to the amount of money available in their Account.

4.5. The company shall provide to the Client on a daily basis, via the electronic trading platform under item 2.1., a statement and a confirmation of their transactions, as well as an account balance and a record of all transactions for the Client's Account. The Client shall be obliged to check, on a daily basis, the electronic statements received, and to notify the company in case of any discrepancy.

4.6. The Client agrees that all orders given by them by telephone shall be recorded by the company and later played back in case of disputes between the Parties.

4.7. All transactions under this Agreement that refer to instruments traded on a stock exchange or another regulated market shall be carried out according to the regulations of the relevant market. The company shall not be liable for any loss incurred by the Client as a result from changes to the trading terms of the relevant stock exchange or currency market.

4.8. The company shall not accept orders for transactions when:

1. The relevant market is closed for trading;
2. The Client does not have enough money in their Account to guarantee the transaction;
3. There are force majeure events.

4.9. The company may terminate all or any part of the services without prior notice in cases where:

1. The company finds that there are force majeure events;
2. The company suspects that the Client may be engaged in money laundering and/or funding terrorism;
3. The company suspects that the Client has malicious attitude towards the company or there is evidence of such attitude;
4. The company suspects that the Client is using/has previously used front-running practices or has acquired and misused inside information or any other information protected by law or the relevant market practices. In such cases, the company shall have the right to refuse to execute the Client's orders or instructions and to make void all of the Client's trading transactions, even if they have already been confirmed by the company, without stating any reasons for its decision. In this case, the company shall have the right not to pay the amounts received in the Client's account as a result of such transactions;
5. In the above cases, the company shall not be held liable for any damages incurred by the Client.

4.10. The Client understands that sometimes there may be technical issues or faults with the trading platform. In such cases the Client should immediately contact the company and request information about the prices of the instruments or place an order by phone.

4.11. The Client agrees that all entry pending orders ('Stop' orders) placed by them may be executed at a price different from the specified one in case of sharp fluctuations in the price of the instrument.

4.12.1. By signing the Agreement, the Client is informed that errors may occur in the prices of certain financial instruments to which they have access via the electronic trading platform as a result of technical errors or delays in obtaining the necessary information, which could make the quote incorrect, since quotes under this Agreement shall be formed using quotes of multiple brokers and banks, which are obtained via an API or DDE protocol.

4.12.2. If as per the hypothesis of the preceding paragraph, an obvious factual error in a specific quote is found, the company shall be entitled to cancel the transaction (executed under a wrong quote) and the relevant consequences – in terms of either a profit or a loss for the Client – no later than 3 (three**)** working days after the transaction. If the cancellation is made after the expiry of the deadline specified in the previous sentence, the company shall be responsible for the damage suffered by the Client as a result of the cancellation (if any) and shall be obliged to compensate the Client up to the amount of the damage suffered.

4.12.3. The company shall be liable (including within the three-day period stated in the above item) for the damage suffered by the Client (if any) up to the amount of the damage suffered as a result of any error in quotes that could have been prevented with due care or was caused by premeditated actions by the company's employees, including when the error has been caused by drawbacks of the electronic platform software or by an entry of a wrong price, as per item 4.12.1.

4.13. By accepting the Agreement, the Client acknowledges that the company may stop providing quotes at certain times if there are temporary technical difficulties or circumstances that make it impossible to carry out transactions on a given market and hence to set quotes. In this case, the company shall not be liable for damages sustained by the Client.

4.14. By accepting this Terms of Business, the Client declares that:

1. They are familiar with and accept the documents listed in item 1.2;
2. They are familiar with and accept the Terms of Use which are available on the website: rs-prime.com;
3. They are familiar with the Trading Instrument Tables of the company, which include all costs of executing orders;
4. They shall provide to the company all personal data necessary for the conclusion of this Agreement, and agree that data shall be treated under the Law on Protection of Personal Data;

4.15. The Client hereby declares that they want to receive all information that the company is obliged to provide to the Client by electronic means of communication, including via the website rs-prime.com, which provides access to the electronic trading platform, the mobile application and/or on their email.

4.16. The company shall not be liable for the results of the investment decisions (orders) made by the Client while using the services as described in the Agreement. The company, however, shall be fully responsible before the Client for the correct execution of their orders. In compliance with the relevant regulations, the company shall ensure the Client's protection and shall act in the Client's best interest.

4.17. The Client shall be obliged to comply with the tax legislation on income generated from transactions with contracts for difference.

4.18. The company shall issue, upon request, an official statement to the Client as described in item 4.17.

4.19. The Client has the right – without owing compensation or penalty and without stating any reason – to cancel this Agreement within fourteen (14) days after the date of its conclusion, and must close all open positions.

4.20. For each of the transactions made to execute a Client's order under this Agreement, the company shall act as eligible counterparty, irrespective of the type of order – **"BUY"** or **"SELL"**.

4.21. The company shall not be liable for damages suffered by the Client if the latter violates or does not fulfil the technical requirements for use of the platform or transfer to third parties their personal username and password allowing them to access the trading platform.

4.22. The company shall not be liable for damages suffered by the Client if they occur following a technical failure with the company's Internet suppliers or hosting centres as such circumstances are beyond the intermediary's control or ability to prevent them.

4.23. The company shall not be liable for damages suffered by the Client if the latter loses access to Internet or their computer/phone/tablet encounters hardware or software problems.

4.24. In case of an inactive account (a trading account with no activity for a period of 30 days), the company has the right to charge a penalty of up to 1%/day of the account balance, but not less than 10 EUR per day.

5. MARGIN. SETTLEMENTS BETWEEN THE PARTIES.

5.1. For each open position the company shall block a part of the funds deposited by the Client as collateral. These funds are known as "Margin" and cannot be

withdrawn by the Client. If the Client opens a position in CFDs on stocks, their Account should be funded with at least twice the funds that are blocked as collateral for the transaction. Information on the current margin rates is available on the website rs-prime.com.

5.2. By signing this Agreement, the Client agrees that all trade profits and losses shall be recorded in their Account.

5.3. By signing this Agreement, the Client agrees that they shall at all times maintain an appropriate margin level as per item 5.1 and are required to independently monitor the compliance of the margin and recover it immediately when it drops below the required minimum.

5.4. In case the Client fails to provide the required margin under item 5.1 (if the total of the Client's account balance falls below the minimum margin required for the respective instrument), the company shall inform the Client instantly via the electronic trading platform, which provides access to their account status, and by means of an automatically generated email to the Client.

5.5. The Client unconditionally agrees that upon the receipt of the information under the preceding item, the company shall close the open positions at current market prices without informing the Client in advance, in order to prevent the Client from sustaining losses exceeding the funds deposited in their Account. Under this Agreement, the Client agrees to the price levels of the transactions upon closing the positions. The Client shall be informed about their closed positions by means of an instant notification via the electronic trading platform that gives them access to their account balance or by an automatically generated email to the Client.

5.6. The measures under item 5.5 shall apply when the shortage of funds expands to more than 70% of the margin required and all of the Client’s open positions will be closed simultaneously.

5.7. The procedure and actions under items 5.5 and 5.6 in case of margin shortage are automatically set in the electronic trading platform and are activated with no human intervention, so there cannot be any subjective attitude or deception on the part of the company’s employees.

5.8. The procedure and actions under items 5.5 and 5.6 are taken to protect the Client from the accumulation of large losses that would be expressed in a negative account balance. Thus, the Client shall avoid the assumption of additional liabilities exceeding the funds in their Account with the company.

5.9. The Client shall have the right to withdraw money from their Account up to the amount of the free money in their Account. No payments to third parties from the Client’s money shall be allowed. Bank deposits from third parties to the Client’s Account shall not be accepted either. The Client shall have the right to transfer

money to the company's bank accounts only after accepting an agreement with the company and receiving a username and password to access the electronic trading platform.

5.10. If the balance /the amount/ in the client's trading account falls to zero or a negative number, the Company has the right to immediately close all open positions of the client, including the instruments which market is closed at the moment of the above event. In this case, the client agrees unconditionally to the price at which these positions will be closed.

Positions with instruments, which market is closed, will be closed at the last price available before closing on the Company trading platform. In the event that, despite the actions described in the previous sentences, the client's trading balance is reduced to a negative number, the Company undertakes to cover this negative amount at its own expense.

6. INSTRUCTIONS AND COMMUNICATIONS BETWEEN THE PARTIES.

6.1. The Client shall place their orders via the website rs-prime.com or mobile application after identifying themselves with their user name and password.

6.2. The Client may also place orders by phone at the phone numbers provided by the company after identifying themselves with their name, user name, and personal details.

6.3. The company shall not be liable for any losses incurred by the Client due to an inaccurately placed order, interruption of the Internet connection or failure of the means of communication.

7. MAKING DEALS. TYPES OF ORDERS.

7.1. The transactions between the Parties shall be concluded by using the means of communication specified in item 6.

7.2. For each transaction the Client shall receive a quote from the website rs-prime.com or mobile application. The quote shall be valid until replaced by a new one.

7.3. The company and the Client cannot cancel the execution of a deal if the deal is executed at a valid quote price and the Client has confirmed that they "BUY" or "SELL" the desired quantity of the relevant instrument.

7.4. The company shall quote two prices for each instrument via the website rs-prime.com or by mobile application – **"BUY"** price and **"SELL"** price. The Client shall buy at the **"BUY"** price and shall sell at the **"SELL"** price.

7.5. The Client may place the following types of orders:

7.5.1. **“Market Order”** – this order is executed immediately at the current market price; if there is a change in the market price before the execution, then the company will execute the order at the new market price. Please bear in mind that the new price could be higher or lower than the initial price you have chosen to ‘buy’ or ‘sell’.

7.5.2. **“Associated Order”** – this order will be executed if the market price reaches the level specified in the order. This order is associated with an open position. If the open position is closed, then the Associated Order will be automatically cancelled. During market hours, the
Associated Order will be executed at the specified price. The Associated Order may be executed at a different price when the market opens. There are two types of Associated Orders:

(1) **“Stop Loss Order”** – it is used to close an open position at a certain loss. The platform may show you the target loss in the currency of your Account. This information is indicative and not guaranteed.

(2) **“Take Profit Order”** – it is used to close an open position at a certain profit. The platform may show you the target profit in the currency of your Account. This information is indicative and not guaranteed.

7.5.3. **“Entry Order”** – this order will be executed if the market price reaches the price specified in the order. The entry order is used to open a new position or to modify an existing open position. The execution price of the Entry Order is not guaranteed. This order may be executed at a different price, especially when the market is volatile or not liquid. There are two types of Entry Orders – a **“Limit Order”** and a **“Stop Order”**. The trading platform will automatically set the type of the order according to the current market price and the specified price.

8. CLIENT’S EXPENSES – INTERESTS, FEES, COMMISSIONS, PAYMENT.

8.1. In return for providing the services under this Agreement, the company shall receive from the Client payment, fees or commissions, described in detail in the company’s Trading Instrument Tables.

8.2. The company shall not pay any interest on the funds deposited by the Client in their Account with the company.

8.3. For each day when the Client has an open position they shall pay or receive an Interest Swap as specified in the company’s Trading Instrument Tables.

8.4. The amounts or percentage set in the Trading Instrument Tables under item 8 may be amended, and the change shall take effect after being announced on the website: rsprime.com, including the Trading Instrument Tables on it.

8.5. All amounts payable by the Client under item 8 shall be deducted from their Account, and if the Interest Swap under item 8.3 is positive, it shall be credited to the Client's Account.

8.6. The Client agrees that when depositing funds to their Account with us or making withdrawals from it, the bank or the relevant payment provider may charge fees/commissions. When we are charged such fees/commissions from the relevant bank or payment provider, we are entitled to deduct those costs from the Client's Account. The company has a withdrawal processing fee of 0.75%, minimum 20 EUR.

9. REPORTING.

9.1. By signing this Agreement, the Client declares their desire to receive the information – which the company is obliged to provide to them – by electronic means of communication, including via the website giving access to the platform – rs-prime.com and/or via the Client's email.

9.2. The Client must check the statements upon their receipt and must notify the company if there are any errors or discrepancies in them. Statements shall be final and shall not be corrected if the Client fails to notify the company about errors or discrepancies within one (1) work day from the date of the statement's receipt.

9.3. **SEMI-FUNDED ACCOUNT.**

9.3.1. The customer agrees that the company could provide its own funds in the amount of 100% of the funds deposited by the customer, for which an additional contract will be signed by the client. The deposits by the customer and by the company will be for a minimum period of 12 months. The customer agrees that the co-financing by the company will be under the following conditions:

9.3.2. 75% of the profit realized by the customer with the funds on the account will be for the customer. The other 25% of the profit realized will be for the company;

9.3.3. The customer can withdraw the realized profits from the account at any time after 12 months;

9.3.4. During the first 12 months from the signing of this contract, the customer will be able to withdraw up to 20% of his deposit, with the

company reserving the right to reciprocally withdraw the same amount from its funds;

9.3.5. The customer will be limited to invest no more than 30% of the funds used as margin in his account in shares, and may not invest more than 10% of the money used as margin in the shares of a single company. This restriction is imposed because shares are very volatile and can bring both high profit and high loss of funds in the account. The client should make a balanced portfolio of commodities, forex, indices and shares;

9.3.6. The company's risk tolerance is 20% of the amount of funds it has provided to the customer. If the customer loses more than 20% of the funds, he/she will cover the difference with the funds deposited by him/her;

9.3.7. Every 6 months, the company will assess the customer's productivity and risk appetite. If the customer takes unreasonable risks, the company has the right to withdraw from this agreement and withdraw its funds. In this case, the company will pay the client the profit specified in paragraph 9.3.2. If the results achieved by the customer are satisfying/very good, the company may decide to increase the amount of its funds in the customer's account; 9.3.8. The customer is prohibited from trading by scalping because these strategies are high risk and the customer and the company agree that the purpose of the co-funding is to achieve a good profit without taking unnecessary risks;

9.3.9. If the customer uses the copy-trading functionality, any profit realized on the semifunded account from copy trading will be split 50/50 between the customer and the company; 9.3.10. The customer undertakes to actively manage the funds provided to him by the company, otherwise the company has the right to withdraw the funds and provide them to another customer to manage them. We consider actively managing the funds if the customer invests more than 40% of the money in the account.

10. TRADING WITH CFDs ON CURRENCY PAIRS.

10.1. The price of a currency pair shows the exchange rate at which the two currencies are traded. Purchase of a currency pair means the purchase of the first currency of the pair and the sale of the second one. Sale of a currency pair means the sale of the first currency of the pair and the purchase of the second one. Transactions in currency pairs do not include the actual delivery of currency. They are traded for speculation purposes only.

10.2. The minimum order volumes are indicated on the website rs-prime.com.

10.3. The Client is aware that the prices of the currency pairs are indicated on the website rsprime.com or mobile application and may have minimal differences from the prices quoted by other financial companies.

10.4. Profits and losses generated by trading with currency pairs are always in the second currency of the pair. For instance: if the Client trades EUR/USD, they will incur profits or losses in US dollars.

10.5. All transactions with currency pairs shall be concluded in accordance with item 7, using the types of communication specified in item 6.

10.6. The company may determine Restricted Price Zones in which the Client cannot place pending orders. Usually these are prices which are too close to or too far from the market price of an instrument. The company shall have the right to change those Restricted Price Zones ahead of important news events without having to notify the Client in advance.

10.7. In case of major fluctuations in the price of a currency pair, the company may change the rate of the collateral for this instrument and additional money may be requested from the Client. The change may enter into force immediately.

11. TRADING WITH CFDs ON STOCKS AND INDEXES.

11.1. The Contract for Difference, or CFD, is a derivative financial instrument created on the basis of a stock, an index, a futures contract, or another financial instrument (base instrument). The Contracts for Difference are created to enable the Client to speculate on the price of a stock, an index, or a futures contract without having to physically buy the instrument.

11.2. When trading with CFDs, the Client and the company explicitly agree on the following conditions:

1. None of the Parties shall physically acquire the base instrument purchased by the Contract for Difference;

2. None of the Parties shall be obliged to buy, sell or deliver the respective base instrument traded as a Contract for Difference.

11.3. Prices, interests and commissions:

11.3.1. The price of the Contract for Difference changes on a daily basis and is close or equal to the exchange price of the respective base instrument – stock, index or futures contract on an index.

11.3.2. In order to trade with CFDs, the Client must have sufficient free funds in their Account, as per the currently effective security percentages available on the website rs-prime.com. The requirements of item 5.3 to 5.7 shall be valid for all open positions.

11.3.3. When the Client has opened a long position, they shall pay from their Account an interest for every day this position is open, according to the company's Trading Instrument Tables.

11.3.4. When the Client has opened a short position, their Account shall be credited or debited with an interest for every day this position is open, according to the company's Trading Instrument Tables.

11.3.5. The Client's Account will be charged with the costs for each transaction with contracts for difference, according to the company's Trading Instrument Tables.

11.3.6. Payment of dividends on stocks that are the base for a CFD:

1. in case the Client has a long position in a CFD, the Client agrees to receive 100% of the net dividend in their Account.

2. in case the Client has a short position in a CFD, the Client shall pay from their Account 100% of the gross dividend payable.

11.4. If a publicly traded company performs a split or reverse split of its stock, the Client shall be informed and agrees that the quantity of the CFDs in the Client's position will be increased or reduced.

11.5. If a company bankrupts or is delisted from the respective stock exchange, the Client shall be informed that their positions in CFDs of this company will be closed, and the Client agrees to the closing prices.

11.6. In case of major fluctuations in the price of an instrument, the company may change the rate of the collateral for this instrument and additional money may be requested from the Client. The change may enter into force immediately.

11.6.1. The company reserves the right to increase significantly the rate of the collateral for CFDs on stocks one day ahead of the release of important corporate reports without having to notify the Client in advance. The increase may be from 2 to 3 times greater than standard margin requirement for the said instrument.

11.6.2. The company may determine Restricted Price Zones in which the Client cannot place pending orders. Usually these are prices which are too close to or too far from the market price of an instrument. The company shall have the right to change those Restricted Price Zones ahead of important news events without having to notify the Client in advance.

11.7. **TRADING WITH CFDs ON FUTURES OF COMMODITIES AND INDEXES.**

11.7.1. All provisions of items 11-11.3.5 shall be valid for trading with CFDs on futures.

11.7.2. Each futures contract is traded for a specific period of time. The Client agrees that if they have open positions in CFDs on futures, they have to close them themselves before the day indicated in the Rollover table on the website rs-prime.com.

11.7.3. The Client agrees that if they fail to close themselves the positions mentioned in item 11.7.2, then after the day indicated in the Rollover table, we will automatically transfer the Client's positions from the soon-to-expire contract to the contract expiring later in time.

11.7.4. The Client agrees that during the rollover as per item 11.7.3, their Account will be charged with the price difference between the old and the new contract. This price difference will be positive if the old contract was priced higher/lower than the new contract and the Client has a long/short position. Respectively, the price difference will be negative if the old contract was priced lower/higher than the new one and the Client's has a long/short position. This adjustment will appear in the Client's Account under Rollover Adjustment and it is aimed at offsetting the rollover effect so that it won't affect the real value of Your Equity. When calculating the price difference between the old and the new contract, the average 'buy' and 'sell' prices of both contracts will be taken into account.

11.7.5. The Client agrees that during the rollover under item 11.7.3, all Entry Orders and Associated Orders for that instrument may be cancelled.

11.7.6. In case of major fluctuations in the price of a futures contract, the company may change the rate of the collateral for this instrument and additional money may be requested from the Client. The change may enter into force immediately.

11.7.7. The company may determine Restricted Price Zones in which the Client cannot place pending orders. Usually these are prices which are too close to or too far from the market price of an instrument. The company shall have the right to change those Restricted Price Zones ahead of important news events without having to notify the Client in advance.

11.8. **TRADING WITH CFDs ON PRECIOUS METALS.**

11.8.1. Trading with CFDs on Gold, Silver and other precious metals is based on spot prices and does not include the actual delivery of the quantities that have been purchased or sold.

11.8.2. When trading with CFDs on precious metals, the price of the precious metal shows the proportion in which it is traded against the currencies.

11.8.3. The minimum order volumes are indicated on the website rs-prime.com.

11.8.4. The Client is aware that the prices of CFDs on precious metals as indicated via the website rs-prime.com and mobile application may have minimal differences from the prices quoted by other financial companies.

11.8.5. Trades in CFDs on precious metals are concluded in the manner specified in item 7, using the means of communication described in item 6 above.

11.8.6. The company may determine Restricted Price Zones in which the Client cannot place pending orders. Usually these are prices which are too close to or too far from the market price of an instrument. The company shall have the right to change those Restricted Price Zones ahead of important news events without having to notify the Client in advance.

11.8.7. In case of major fluctuations in the price of a precious metal, the company may change the rate of the collateral for this instrument and additional money may be requested from the Client. The change may enter into force immediately.

12. EFFECTIVE TERM, EFFECT AND TERMINATION OF THE AGREEMENT.

12.1. This Agreement does not have an end date. It comes into force from the moment the Client's funds (the amount of the minimum deposit is specified in item 1.5.) are received by the company via one of the payment methods listed on the website: rs-prime.com.

12.2. This Agreement may be terminated as follows:

12.2.1. by the written consent of both Parties;

12.2.2. by a fourteen-day prior notice in writing by each of the Parties. In case the Client has open positions, the company will have the right to close them;

12.2.3. without prior notice in case the Client commits a breach of any of their obligations under this Agreement.

13. OTHER PROVISIONS.

13.1. This Agreement can be translated into different languages. If there are any discrepancies in the translation, the English text shall prevail.

13.2. The communication between the Parties shall be in English.

13.3. By accepting this Agreement, the Client shall be obliged to notify the company of any changes to the personal information declared.

13.4. The company shall comply with all of its obligations under the relevant regulations, including ensuring an effective and reliable implementation of the Agreement as well as continuity and quality of the services provided under this Agreement.

13.5. Under this Agreement, the company shall guarantee that the Client's assets will be identified and stored with the company separately from the company's own assets, including via the analytical account of the Client's funds as per item 3.2.

13.6. In situations where the company suspects platform abuse, we reserve the right to seek reimbursement from you or any Connected Account if transactions conducted on your account, the possibly Connected Account or the account of any other Acting in Concert with you, result in a recurring need for Company to cover losses. We may obtain such reimbursement by charging your Trading Account or any Connected Account, deducting amounts from future payments owed to you or to any Connected Account or by obtaining reimbursement from you by any other lawful means.

13.7. We reserve the right to net off balances on accounts that we reasonably believe to be owned or controlled by the same person, or operated in concert. Where we believe there has been misrepresentation or fraud, we reserve the right not to write off negative balances.

13.8. When the Client deposits funds to their Account via debit/credit card or e-wallet it is possible for the company to be charged a fee of up to 4% of the deposit's amount by the payment operator or e-wallet provider. In this case, the company will deduct the amount of the fee from the Client's account. In order to compensate the Client, the company will credit their Account with a bonus equivalent to the amount of the relevant fee. In this case, however, the bonus cannot be withdrawn.

13.9. Any disputes shall be settled with the mutual consent of the Parties. If they cannot reach an agreement, the dispute shall be referred for settlement to the competent court of Mohéli (Comoros Union).

13.10. We accept customers above 18 years.

13.11. The client declares and confirms that he read and understood the entire text content of the terms and conditions, he has read all the information in the company website including privacy policy, risk disclosure, conflict of interest policy and order execution policy. The client declares that he is over 18 and the provided information is accurate and correct. The client hereby accepts and agrees to all the sections of the terms and conditions, risk disclosure, privacy policy, conflict of interest policy and order execution policy.

13.12. If the client has any complaint about the services of the company or the execution of any deal he/she has to inform officially the company to this email: cs@rs-prime.com. The deals executed in the platform become irrevocable after three working days and they cannot be subject of complaint after the end of this period.