

PRIMEXM WHITE LABEL (MT5)
TERMS AND CONDITIONS

1. DEFINITIONS

1.1 All capitalised terms used, but not defined herein shall have the meanings given to them in the PrimeXM White Label (MT5) Agreement. In addition, the following definitions apply:

<i>Affiliates</i>	shall mean, with respect to a person, any other person which directly or indirectly controls, is controlled by or is under common control with the first person. For the purposes of this definition “control” means the ability to direct, or cause the direction of, the management or policies of such person whether by means of ownership of voting securities or partnership interests, representation on board of directors or similar governing body, or contract or otherwise;
<i>Agreement</i>	shall mean the PrimeXM White Label (MT5) Agreement, incorporating these Terms and Conditions;
<i>Business Day</i>	shall mean a day (other than a Friday or Saturday or public holiday) on which banks are generally open in Dubai for the transaction of normal banking business;
<i>Confidential Information</i>	shall mean any information which either party (“ Disclosing Party ”) may find beneficial to disclose or allow to be disclosed or make available to the other party (“ Receiving Party ”) relating to itself or its Affiliates pursuant to or in connection with the Agreement (whether orally or in writing) and whether or not such information is expressly stated to be confidential or marked as such including, but not limited to, trade or business secrets, discoveries, ideas, concepts, customer names, marketing plans, formulas, computer programs, processes, data, ideas, the Service, Service documentation, Service improvements, drawings, inventions (whether patentable or not), algorithms, source code, object code, know-how, software listings, passwords and logins, schematics, and other technical, financial, or business information;
<i>Fees</i>	shall mean all the monies due from the Client to PrimeXM for the provision of the Service, calculated and payable as per clause 5 of these Terms and Conditions and as per the PrimeXM White Label (MT5) Agreement;
<i>Technology Provider</i>	shall mean MetaQuotes Software Corp.;
<i>Terms and Conditions</i>	shall mean these PrimeXM White Label (MT5) Terms and Conditions;
<i>Personal Data</i>	shall have the meaning ascribed thereof in the personal data protection legislation applicable;
<i>XCore</i>	shall mean the software to which the Service establishes connectivity for the purposes of pricing and trading.

1.2 In these Terms and Conditions, unless the context requires otherwise:

- 1.2.1 references to ***persons*** shall include individuals, bodies corporate (wherever incorporated), and unincorporated associations and partnerships;
- 1.2.2 the ***headings*** are inserted for convenience only and shall not affect the construction of the Agreement;
- 1.2.3 references to the singular include the plural and vice versa and references to one ***gender*** include all genders;
- 1.2.4 any reference to any ***enactment*** or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 the words ***including*** and ***in particular*** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any earlier words;
- 1.2.6 references to any statute, legislation or regulation are references to Cyprus statutes, legislation or regulations unless otherwise specified;
- 1.2.7 references to ‘**USD**’ and/or the ‘**\$**’ symbol shall mean the official currency of the United States of America;

- 1.2.8 unless stated otherwise, references to any time, are to the local time in Cyprus;
- 1.2.9 references to **'MetaTrader'** shall mean the computer software package owned by Technology Provider, incorporating therein all of the relevant intellectual property rights; and
- 1.2.10 references to **'MetaTrader Component'** or **'MetaTrader Terminal'** or **'Terminal'** shall mean the MetaTrader components, namely the Client Terminal and/or the Mobile Terminal and/or the Web Terminal, chosen by the Client for its Setup pursuant the PrimeXM White Label (MT5) Agreement.

2. SUBJECT

PrimeXM grants to the Client and the Client hereby accepts subject to these Terms and Conditions, during the term of the Agreement, access to the Service on the basis of the Setup requested, or as may be requested from time to time, by the Client.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 The Client represents and warrants that:
 - 3.1.1 It has fulfilled all registration, qualification and/or other requirements of the applicable jurisdiction and is duly organised, validly existing and in good standing.
 - 3.1.2 It is approved and/or authorised and/or qualified under its local regulatory requirements to provide services in the financial markets.
 - 3.1.3 It has all requisite authority to enter into contract with PrimeXM and be fully bound by such contract, and all necessary action has been taken in connection to such contract.
 - 3.1.4 All information and documentation provided to PrimeXM by or on its behalf is complete, accurate and not misleading.
 - 3.1.5 The Client warrants that it is the owner and/or licensee of the websites and domains and of the respective names, trade names, trademarks, logos, brands or other symbol provided to PrimeXM for incorporation into the MetaTrader Terminals (**'Marks'**). The Client shall indemnify PrimeXM against all damages liabilities, losses, costs or expenses, including but not limited to attorney's fees and costs, incurred in relation to or as a result of any third-party claim that the use of the Marks and/or Client's websites and domains in connection with the Services and/or an MetaTrader Terminal infringes its rights.
- 3.2 Except as expressly stated in the Agreement, PrimeXM excludes all representations, conditions, terms or warranties of any kind, whether express or implied (either in fact or by operation of laws, common law, case law or otherwise) with respect to the MetaTrader and the Service, including but not limited to, the implied conditions as to satisfactory quality and fitness for purpose. The MetaTrader and/or the Service is provided to the Client on an "as is" and "as available" basis and PrimeXM does not warrant the use of the MetaTrader and/or the Service will be uninterrupted or error free or that it will achieve its intended purposes or results.
- 3.3 Neither PrimeXM nor the Technology Provider warrant operational efficiency of the Service and/or MetaTrader or its parts and Components in conjunction with additional modules developed by the Client, on the basis of the available APIs, or any other programs developed by any third party.
- 3.4 PrimeXM makes no warranty or representation that the MetaTrader and/or the Service will be free from viruses.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 4.1 A MetaTrader Terminal will be issued under the name of the Client, following receipt of payment as per clause 5 herein below, the filled in and signed application forms, due diligence and KYC documentation.
- 4.2 The Client acknowledges and agrees that all intellectual property rights in the Service are owned by Technology Provider and shall remain the exclusive property of the Technology Provider, and nothing in the Agreement intends to transfer any such rights or to vest any such rights in the Client.
- 4.3 The Client is prohibited to directly or indirectly develop any similar software for his own or public use, based on the **'Materials owned by the Technology Provider'** specified in clause 7 of these Terms and Conditions, and/or any other resources of the Technology Provider and/or PrimeXM. Violation of this clause shall constitute a material breach of the Agreement.

- 4.4 Each MetaTrader Component is issued particularly for the Client and shall be used exclusively by the Client. Use of any MetaTrader Component by any other company, whether affiliated or belonging to the same group of companies, is forbidden.
- 4.5 Provision of services to customers and/or traders through the MetaTrader shall be performed using solely the MetaTrader Terminals, or additionally ordered terminals, issued by the Technology Provider. Modifications of the Terminals issued by the Technology Provider and/or use of any other Terminals, is prohibited. Violation of this clause shall constitute a material breach of the Agreement.
- 4.6 Terminals branded under the name and/or trademarks of the Technology Provider and/or PrimeXM, downloaded from any website, shall only be used for demo and/or testing purposes. The Client acknowledges and agrees that any other use is strictly forbidden.
- 4.7 Each MetaTrader Component is issued particularly and only for the Client and shall not be re-sold, forwarded, or transferred to any other legal entity and/or third party. Violation of this clause shall constitute a breach of the Agreement.
- 4.8 The Client is obliged to inform PrimeXM's support team of any contact details change of the Client (e.g. website, email, address) to enable their update in the MetaTrader Terminal.
- 4.9 PrimeXM has the right to execute regular Due Diligence and KYC investigation procedures on the Client. In the event when the Client is in breach of the applicable laws and regulations of its jurisdiction, e.g. is not in a good standing, and/or has been through material legal/corporate changes, such as change of control, PrimeXM shall procure the immediate cancellation of the corresponding MetaTrader Terminal of the Client.
- In the event of a change in the status of the Client, a subsequent registration of a new entity by the Client shall not entitle transfer of the MetaTrader Terminal to the new entity.
- 4.10 The Client shall:
- 4.10.1 at all times conduct business activities as regards the Agreement in a manner that does not reflect negatively on the MetaTrader as a system, the good name and reputation of the Technology Provider and/or PrimeXM;
- 4.10.2 not withhold information as to the Technology Provider's legal ownership of the copyrights and other intellectual property rights in MetaTrader;
- 4.10.3 not alter, obscure, remove, interfere with or add to any of the trademarks, trade names, markings or notices affixed to or contained in the MetaTrader Components delivered to the Client; and
- 4.10.4 not attempt at any time unauthorized use and/or access to the MetaTrader Components and/or the Technology Provider's intellectual property rights.
- Violation of this clause shall constitute a material breach of the Agreement and shall entitle PrimeXM to terminate it and cancel the Client's access to the Service.
- 4.11 The Client shall not participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of MetaTrader as a system or other practices which may be detrimental to MetaTrader, the Technology Provider, PrimeXM or the public interest. In the event the Client is reported and/or found liable by a national and/or international authority to have committed, or there is suspicion to have committed, a criminal activity or an act of a fraudulent and related activity, PrimeXM shall terminate the Agreement.
- 4.12 The Client shall not, and/or shall not allow others to, adapt, reproduce, enhance, translate, decompile, disassemble or reverse-engineer any program parts of the MetaTrader Terminal or otherwise modify or engage in any similar manipulation of any software provided by the Technology Provider or PrimeXM, or compromise the data transmission protocols of PrimeXM's or the Technology Provider's software security system or use services based on unlicensed or hacked network protocols. Violation of this clause shall constitute a material breach of the Agreement and shall entitle PrimeXM to terminate it.
- 4.13 The Client shall inform PrimeXM of any developments, of which the Client becomes aware, that may significantly impact the Client's functions and operations and may lead to a breach of applicable laws and regulatory requirements.
- 4.14 The Client agrees and warrants not to publish on its website and/or any website under its control, any materials and/or files derived from any unauthorized access to MetaTrader, its Components and/or its derivatives. In the event such materials are found to be published on the Client's websites,

forums or other media controlled by the Client, they must be immediately removed. The Client also agrees and warrants not to distribute any such materials by electronic and/or non-electronic form. Violation of the above terms shall constitute a material breach of the Agreement.

- 4.15 Updates may periodically be applied to the Service and/or the MetaTrader Terminals to improve functionality, security and performance.
- 4.16 The Technology Provider, at its sole discretion, has the right to modify, delete, or add new functionality, programming fixes, updates, and upgrades to MetaTrader as a system and its Components.

5. FEES AND PAYMENT

5.1 Fees

5.1.1 The Client shall, subject to clause 5.2, pay to PrimeXM the non-refundable and non-creditable Fees which shall be the PrimeXM Monthly Fees and the MetaQuotes Monthly Fees, in consideration of the provision of the Service by PrimeXM. It is agreed and understood that the first invoice issued by PrimeXM to the Client, will include, in addition to the Setup Fees (PrimeXM and MetaQuotes), an amount equivalent to one (1) month's PrimeXM Monthly Fees (as per the initial requested Setup under the PrimeXM White Label (MT5) Agreement), and two (2) months' MetaQuotes Monthly Fees which shall be non-refundable, and will constitute credit towards the future Fees.

5.1.2 In addition:

5.1.2.1 after the expiry of the Initial Term, the PrimeXM MetaTrader White Label Fees (including the Setup Fees) may be subject to change. The said revised fees will take effect on expiry of the period expressly referred in the notice for such change, unless the Client notifies PrimeXM within such period that it wishes to terminate the Agreement for reasons concerning the change of the above fees;

5.1.2.2 The technical support fees of all MT5 Components may be increased at the Technology Provider's own discretion, no more than 20% per annum, and such increase(s) shall, by analogy, be duly implemented by PrimeXM.

5.1.2.3 the Client shall not be entitled to withhold payment of any sum by reason of any right of set-off or any claim or dispute with PrimeXM, whether relating to the quality or performance of the Service or otherwise.

5.2 Payment

5.2.1 PrimeXM will issue an invoice in respect of any fees due under the Agreement and the Client shall procure that all payments due under the Agreement are paid by electronic funds transfer to such bank account, as PrimeXM may from time to time notify the Client in writing, within twenty (20) days of receipt of such invoice for the relevant fee, clear of any outgoing, intermediary and incoming bank charges resulting from the payment. All payments shall, unless otherwise specified, be made in United States Dollars. Without prejudice to clause 8 below, late or, no or, partial payment, shall constitute a breach of the Agreement giving to PrimeXM the absolute right to consider, at its absolute discretion, the same instantly terminated and to immediately disable access of the Client to the full functionalities of the Service without further notice according to clause 9, below. In this event PrimeXM reserves the right to apply an one-time fee amounting to \$250.00, for every invoice that remains unpaid, as pre-estimated administrative costs.

Notwithstanding the above absolute right for immediate disabling of access of the Client to the Service as above described, PrimeXM may elect to apply intermediate measures such as to limit the access to the MetaTrader Components and/or the Service as it may deem fit until full repayment of the unpaid invoice by the Client. In such a case PrimeXM will proceed with further invoicing related to the limited access of the Client to the Service.

5.2.2 The fees payable under the Agreement, including the MetaQuotes Fees, shall be solely for the Service and shall not relate to any other services which PrimeXM may provide to the Client including, but not limited to hosting services, connectivity services, technical support services or any other service.

- 5.2.3 If the Client fails to pay any amount payable by it under the Agreement, on condition that such amounts have remained unpaid for sixty (60) days of receipt of an invoice for the relevant amount, PrimeXM reserves the right to claim an annual interest to the rate applicable by the laws governing the Agreement.
- 5.2.4 The fees payable pursuant to the Agreement are exclusive of all taxes, duties or levies, however designated or computed. Client shall be responsible for and pay all taxes based upon the transfer, use, distribution of Service, or upon payments due under the Agreement, including but not limited to sales, use, or VAT, duties, withholding taxes and other assessments now or hereafter imposed on or in connection with the Agreement.

6. INDEMNITY AND LIMITATION OF LIABILITY

- 6.1 The Client understands and acknowledges that PrimeXM is a software company and does not provide nor offers any kind of financial, investment, brokerage, trading services in any local or international currency or stock market, nor is PrimeXM involved in any respect directly or indirectly in any commission-based payments concerning any trading operations of the Client.
- 6.2 The Client shall defend, hold harmless and fully indemnify PrimeXM, its affiliates and staff from and against any and all liability, claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses including attorney's fees, whether or not involving a third party claim, that arise or are alleged to have arisen as a result of the use or misuse, whether negligent or intentional, of the MetaTrader by the Client; or arising out of the Client's services in relation to the Service and/or the MetaTrader.
- 6.3 The Client acknowledges and agrees that the laws and regulations in some jurisdictions may prohibit or limit trading on some or all instruments, thus the Service shall only be used for viewing purposes and all functions for test purposes in such jurisdictions. In the event of the use of the Service by the Client in such jurisdictions without proper regulatory license where it is prohibited by law and/or by a financial regulator and constitutes an offense, the Client is doing so at its own risk and without PrimeXM's consent or knowledge, and the Client indemnifies PrimeXM from any and all liability.
- 6.4 The Client shall not be deemed to be an insider with respect to the Client, its customers or traders and shall not be held liable under any laws of the jurisdictions of any party concerning the holders of privileged or inside information.
- 6.5 PrimeXM does not provide services of a web hosting provider or computer equipment installation and monitoring services, therefore PrimeXM cannot be held liable for any communication and/or equipment failure, delay in reporting transactions in accounting books or their confirmation, or any fault in electric circuits.
- 6.6 In no event shall PrimeXM, or any of its employees, affiliates, directors, officers be held liable to the Client or any third party, whether in contract, tort (including negligence), or otherwise, whether foreseeable or not for:
- 6.6.1 Any direct, indirect, incidental, special, punitive or consequential damages (including without limitation any loss or corruption of data, interruption, computer failure or pecuniary loss) arising out of the use or inability to use the Services, the MetaTrader and/or services provided via www.mql4.com and websites with www.mql5.com domain name;
- 6.6.2 Any loss of income, business, profits or anticipated savings (whether direct or indirect), arising out of the use or inability to use the MetaTrader and/or the Service and/or services provided via www.mql4.com and websites with [mql5.com](http://www.mql5.com) domain name;
- 6.6.3 Any loss or damage arising out of or in connection with:
- 6.6.3.1 Any disruption or delay in any communication when using the MetaTrader and/or the Service and/or services provided via www.mql4.com and websites with [mql5.com](http://www.mql5.com) domain name;
- 6.6.3.2 The suspension or termination of the Agreement by either party;
- 6.6.3.3 The decision of PrimeXM or the Technology Provider not to supply the Client with direct download links for the regularly updated version of the MetaTrader; and
- 6.6.3.4 PrimeXM's decision not to update upon release of new versions of the Services and/or the MetaTrader.

- 6.7 The Client is solely responsible for determining the appropriateness of use and assumes all risks associated with the use of the Service and/or the MetaTrader, including but not limited to the risks of the program errors, damage to equipment, loss of data or software programs, or unavailability or interruption of operations. The Client indemnifies PrimeXM from any and all liability and/or under no circumstance shall PrimeXM be liable for claims, damages or any other liability arising from, out of, or in connection with the Service and/or the MetaTrader, whether foreseeable or not.
- 6.8 The Client shall not be held liable for any legal actions and/or third-party claims arising from the relationship between the Client and its customers and/or traders, relating to the operation of the Service and/or the MetaTrader or from the use of any and all services provided on www.mql4.com and www.mql5.com web sites by the Client and its customers.
- 6.9 This clause shall survive termination of the Agreement.

7. CONFIDENTIALITY

- 7.1 The Client agrees that all matters relating to the Agreement and the Service and the MetaTrader shall remain confidential.
- 7.2 The Client shall observe the conditions of confidentiality with respect to the Agreement and its specific provisions, including but not limited to prices, fees and financial arrangements, and shall recognize their commercial value for the Technology Provider and PrimeXM. The Terms and Conditions of the Agreement are absolutely confidential and shall not be disclosed to any third party, except as shall be necessary to effectuate its terms and/or unless legally compelled to do so, and then, only upon timely prior notice to PrimeXM giving sufficient time to contest any such disclosure.
- 7.3 Both parties agree that, within the effective term of the Agreement, as well as after its expiration, they shall treat as confidential and not use, or disclose to any third party without the prior written consent of the other party, any Confidential Information, including, without limitation, 'Materials owned by the Technology Provider', any operational or technical data, know-how or other information, business and strategic plans, discoveries, production methods, designs, financial and accounting information, sales and marketing data, except when legally compelled to do so under clause 7.6 herein, and except for the cases where such information:
- 7.3.1 exists in the public domain, or
 - 7.3.2 is already available to such party at the moment of its disclosure, or
 - 7.3.3 subsequently passes into the public domain other than through the violation of the Agreement, or
 - 7.3.4 is expressly allowed to be made available by such Party to any third party; or
 - 7.3.5 is made available by such Party to a third party in a legal manner.
- 7.4 The **'Materials owned by the Technology Provider'** include:
- 7.4.1 MetaTrader software, as well as any updates and upgrades thereto, new versions thereof and associated subsystems, parts, services and Components, including secure data transmission protocols;
 - 7.4.2 Technology Provider's technical solutions, any upgrades of such materials and any parts of such materials in any form;
 - 7.4.3 any other information or data, whether in written, graphical or machine-readable form, relating to the Technology Provider's technical designs;
 - 7.4.4 Technology Provider's technical documentation, including but not limited to the APIs, articles, news and materials published at www.mql4.com, www.mql5.com and any website owned by the Technology Provider or its partners.

The Client understands and acknowledges that the 'Materials owned by the Technology Provider' are Confidential Information and constitute assets which are valuable for the Technology Provider. The Client shall not use any 'Materials owned by the Technology Provider' for any purposes not specifically mentioned in the Agreement.

- 7.5 The Client undertakes not to disclose any Confidential Information or provide any 'Materials owned by the Technology Provider' or any part thereof, in any form, to any persons other than its employees on a "need to know" basis. The Client undertakes to take appropriate steps to perform its obligations under the Agreement with respect to copying, modification, protection and integrity of Confidential Information and the 'Materials owned by the Technology Provider'.
- 7.6 In the event that either party becomes compelled by law to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this clause.
- 7.7 In the event that a protective order or other remedy is not obtained, or the Disclosing Party waives compliance to the provisions of this clause, the Receiving Party shall: (1) disclose only the portion of Confidential Information that is legally required to be disclosed and (2) exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded to Confidential Information.
- 7.8 Any disclosure in violation of this clause shall be deemed a material breach of the Agreement and shall entitle the innocent party to terminate it.
- 7.9 Termination of the Agreement for any reason by either party shall not relieve the parties of any obligation with respect to information and documentation disclosed under the Agreement.
- 7.10 The obligations of confidentiality set out in this clause shall survive termination of the Agreement and, as soon as possible following termination of the Agreement, but in any event within three (3) months thereafter, the Receiving Party shall, and shall procure that any of its employees with access thereto shall, upon the Disclosing Party's instructions, either deliver to the Disclosing Party or destroy, Service documentation and Confidential Information and any other materials provided by the Disclosing Party to the Receiving Party pursuant hereto, which are in its possession or under its control, and shall deliver to the Disclosing Party a certificate signed by an officer of the Receiving Party certifying that the same has been done, unless the Receiving Party has obtained the Disclosing Party's prior written consent to retain one copy for archive purposes which the Disclosing Party may authorise, together with any conditions the Disclosing Party may impose in respect of such continued retention.
- 7.11 The Client acknowledges and agrees that PrimeXM may use the Client's name for PrimeXM's own promotional purposes, including PrimeXM's website, subject to the relevant rules and regulations, for so long as the use of the Client's name would not objectively be considered to be harmful to the reputation of such party or would not objectively be considered likely to lead any person to reduce their level of business with such party.

8. TERMINATION

- 8.1 In addition to the right of the party to terminate the Agreement without cause with written notice of not less than thirty (30) days, as set out in the PrimeXM White Label (MT5) Agreement or as may otherwise be expressly provided in the same, either party may terminate the Agreement at any time and with immediate effect by serving a notice of termination on the other party if the other commits any breach of any term of the Agreement and fails to remedy such breach within ten (10) Business Days after the receipt of a request in writing from the first party to do so (such request to contain a warning of that party's intention to terminate).
- 8.2 PrimeXM has the right, provided that it has reasonable grounds to believe that due diligence and KYC process as well as financial obligations of the Client under the Agreement are not being met, to immediately terminate the Service.
- 8.3 Either party may terminate the Agreement at any time and with immediate effect by serving a notice of termination on the other party if the other party:
- 8.3.1 presents a petition or has a petition presented against it by a creditor for the appointment of an administrator or for its winding up;
 - 8.3.2 convenes a meeting to pass a resolution for voluntary winding up or the making of an administration order;
 - 8.3.3 enters into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation);

- 8.3.4 calls a meeting of its creditors, or has a receiver, administrator, administrative receiver, liquidator or any other similar officer or insolvency practitioner appointed in respect of all or any of its undertakings or assets;
- 8.3.5 suspends payment of its debts or becomes unable to pay its debts as they fall due, or the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities;
- 8.3.6 refuses or becomes unable to meet any sums due to the other party when such sums fall due;
- 8.3.7 ceases to carry on business as a going concern or ceases to be in a position to fulfill the Agreement;
- 8.3.8 any security created by any mortgage or charge becomes enforceable against the party and the mortgagee or chargee takes steps to enforce the security or charge;
- 8.3.9 the party takes or suffers any similar, under 8.3.1. to 8.3.8., action or occurrence in any jurisdiction;
- 8.3.10 the party ceases or threatens to cease to carry on business or any substantial part of its business;
- 8.3.11 the party has been convicted of any criminal or fraudulent offence; or
- 8.3.12 any relevant regulator, requires the Agreement to be terminated or imposes any requirement or restriction which materially affects the ability of either party to take the action required of it under the Agreement, including but not limited to, revoking or amending a license granted to that party in a manner which is prejudicial to the interests of the other party, or PrimeXM has reasonable cause to suspect that such action will be taken in relation to a party.
- 8.4 PrimeXM may terminate the Agreement at any time and with immediate effect by serving a notice of termination on the Client in the case when the Technology Provider decides to cease and/or recall and/or terminate the license for the use of the MetaTrader Components.
- 8.5 In the event of the termination of the XCore software licensing (irrespective of the grounds), the Agreement and, hence, the provision of the Service shall be deemed automatically terminated on the date of such termination.
- 8.6 Termination of the Agreement shall not act as a waiver of any breach of the Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under the Agreement.
- 8.7 Upon termination or expiration of the Agreement:
 - 8.7.1 PrimeXM will be discharged from any further obligation to perform under the Agreement;
 - 8.7.2 the Client shall pay to PrimeXM on demand all sums then properly due and owing, including all agreed costs, and expenses and other fees incurred by PrimeXM pursuant hereto in connection with the performance of its obligations to the Client up to the date of such termination for which the Client has provided its written approval and PrimeXM has paid or is legally obliged to pay, and all arrears of fees, charges or other payments arising in respect of the Service and/or the Agreement, on condition that such amounts are due and payable to PrimeXM, and that PrimeXM will use reasonable endeavours to avoid or mitigate such costs or expenses;
 - 8.7.3 the Client agrees and warrants to remove and delete all copies of the MetaTrader from the servers, personal computers and any other devices of the Client, its employees, servants or agents. The Client is obliged to confirm in writing that all copies of MetaTrader in its possession, manuals, promotional materials, technical information and other literature provided to the Client within the scope of the Agreement have been returned to PrimeXM, or destroyed;
 - 8.7.4 the Client is obliged to and shall ensure that all references, links and 'Materials owned by the Technology Provider' are removed from the Client's websites and shall confirm this to PrimeXM; and
 - 8.7.5 the Client and PrimeXM (as the case may be) shall comply with its obligations to return or destroy Confidential Information as set out in clause 7.10 above.
- 8.8 Termination will be without prejudice to any rights and remedies that the terminating party may have in law or equity and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance of force of any provision which is expressly or by implication intended to come into

force or continue to be in force on or after such termination including, clauses 3, 4, 5, 6, 7 and 10 which shall survive the termination of the Agreement.

9. NOTICES

9.1 Any notice or other communication to be given by one party to the other under or in connection with the Agreement, shall be in writing and signed by or on behalf of the party giving it. It shall be served by delivering it by hand, or sending it by registered post to the address set out in clause 9.2 and in each case marked for the attention of the relevant party set out in clause 9.2 (or as otherwise notified from time to time in accordance with the provisions of the Agreement). Any notice so served by hand or registered post shall be deemed to have been duly given:

9.1.1 in the case of delivery by hand, when delivered; and

9.1.2 in the case of registered post, at 10am on the first Business Day following the date of receipt notice as this will be notified to the sender by the elected postal services,

provided that in each case where delivery by hand occurs after 6pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

9.2 The addresses of the parties for the purposes of clause 9.1 are as set out in the Agreement or as notified from one party to the other at any given time the Agreement will be valid.

9.3 A party may notify the other party to the Agreement of a change to its name, relevant addressee or address for the purposes of clause 9.2, provided that, such notice shall only be effective on:

9.3.1 the date specified in the notice as the date on which the change is to take place; or

9.3.2 if no date is specified or the date specified is less than 5 Business Days after the date on which notice is given, the date following five (5) Business Days after notice of any change has been given.

9.4 In proving such service, it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered either to the address shown thereon or into the custody of the postal authorities as a pre-paid recorded delivery, special delivery or registered post letter.

10. DATA PROTECTION CLAUSE

10.1 Each party shall comply with all applicable data protection, privacy laws, and regulations applicable.

10.2 Where PrimeXM processes Personal Data on behalf of the Client, PrimeXM represents and warrants that:

10.2.1 it will only process Personal Data supplied to it by the Client to the extent and in such manner as is necessary for the performance of its obligations under the Agreement, and in accordance with the instructions of the Client and by signing the PrimeXM White Label (MT5) Agreement Client accepts to have given full and explicit consent in processing of Personal Data for the purpose described herein;

10.2.2 it will not disclose, sell, assign, copy, or reproduce any Personal Data without the Client's express written consent, except as necessary to comply with the Agreement;

10.2.3 the Personal Data processed and stored in PrimeXM's systems are in accordance with the applicable data protection, privacy laws and regulations, systems and policies and that any access and control of the Personal Data must be handled by PrimeXM accordingly;

10.2.4 it will take appropriate technical and organizational measures to prevent unlawful disclosure or unauthorized processing of the Personal Data supplied to it by the Client;

10.2.5 upon expiration or termination of the Agreement, it will:

10.2.6 promptly return to the Client, all or any part of the Personal Data, at PrimeXM's expense; and

10.2.7 erase or destroy all or any part of the Personal Data in PrimeXM's possession, in each case to the extent requested by the Client, or as permitted by applicable law.

11. SUPPORT SERVICE

PrimeXM will provide the following standard support service to the Client via the contact information as given on PrimeXM's website. Support will be available during business hours and PrimeXM will use reasonable endeavors to diagnose and resolve any issue with the Service. Changes and alterations to any Client Setup must be emailed to Support so that they can be dealt with efficiently using a ticketing system.

Support Email: support@primexm.com

Emergency Support Email: emergency@primexm.com

12. SEVERABILITY

If any provision of the Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in the Agreement but without invalidating any of the remaining provisions of the Agreement. The parties shall then use all reasonable endeavors to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

13. FORCE MAJEURE

PrimeXM will be under no liability to the Client in respect of anything which, apart from this provision, may constitute breach of the Agreement arising by reason of *force majeure*, namely, circumstances beyond the control of PrimeXM, including but not limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; inability to supply or licence the Service, materials, breakdown of equipment which inability affects the entire software development industry, and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties to the Agreement or any other employer).

14. WAIVER

14.1 No failure or delay in exercising or relaxation by PrimeXM of any of these terms and conditions shall operate as a general waiver of the relevant term, condition, right or power and no partial or single exercise of any term, condition, right or power shall preclude any other or further exercise of some or any of PrimeXM's other rights and remedies against the Client.

14.2 No waiver of any breach of any term of the Agreement shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same term or as authorising a continuation of the particular breach.

15. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement (or any of the arrangements contemplated by it) is or shall be deemed to constitute a partnership between the parties nor, except as may be expressly set out in it, constitute either party the agent of the other for any purpose. Neither the Client nor its agents have any authority of any kind to bind PrimeXM in any respect whatsoever.

16. ASSIGNMENT

Neither this Agreement, nor any rights or obligations hereunder, may be assigned by the Client without the prior written consent of the Company which consent shall not be unreasonably delayed or withheld. Any attempted assignment by the Client without such written consent will be void and of no effect. The Company agrees to give adequate notice to the Client in the event it intends to assign any of its rights or obligations under this Agreement.

17. OFFER OF EMPLOYMENT

The parties undertake that they shall not for the duration of the Agreement and for a period of twelve (12) months following termination solicit, procure or attempt to procure the employment of any persons employed at any time by the other party during the course of the Agreement. Nothing in the Agreement shall prevent a party at any time from running recruitment advertising campaigns nor from offering employment to any of the other party's partners, members, directors or employees, as the case may be, who may respond to any such campaign.

18. FURTHER ASSURANCE

Each party agrees to execute such documents and waivers and generally do everything further that may be necessary to fulfil its obligations under the Agreement.

19. ENTIRE AGREEMENT

The Agreement sets out the entire agreement and understanding between the parties in respect of the Service and supersedes all proposals or prior agreements whether oral or written, and all communications between the parties relating to the subject matter of the Agreement and all past courses of dealing or industry custom. It is agreed that no party has entered into the Agreement or any other document referred to in the Agreement in reliance upon any statement, representation, warranty or undertaking of the other party or any of the other party's employees, officers, agents or advisers which is not expressly set out or referred to in the Agreement or such other document.

20. GOVERNING LAW

20.1 The Agreement shall be governed by and construed in accordance with the laws of Cyprus.

20.2 Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force:

- a. Either party may demand such arbitration in writing within ten days after the controversy arises, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.
- b. Within 10 days after such demand, the other party shall name its arbitrator, or in default of such naming, such arbitrator shall be named immediately or as soon as that is possible by the Secretary General of the Permanent Court of Arbitration at the Hague ("the Arbitration Committee"), and the two arbitrators so selected shall name a third arbitrator within further days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Arbitration Committee.
- c. The arbitration hearing shall be held at Limassol Cyprus on sixty days' notice to the parties.
- d. The language of the arbitration shall be the English language.
- e. An award rendered by a majority of the arbitrators appointed under this agreement shall be final and binding on all parties to the proceeding.

21. MISCELLANEOUS

21.1 PrimeXM may introduce changes to the terms and conditions of the Agreement deemed necessary from time to time. The Parties shall coordinate and cooperate with each other in order to enter and execute supplementary/amending arrangements to facilitate such changes. Any amendments and/or supplements to the Agreement shall be invalid unless made in writing and duly signed by both Parties.

21.2 The express terms and conditions of the Agreement are in lieu of all warranties, conditions, terms and obligations whether implied by or arising under statutes, common law, custom, trade usages, common practice, business or other provisions, all of which are hereby excluded to the fullest extent permitted by law.

By signing the PrimeXM White Label (MT5) Agreement, the Client agrees to these Terms and Conditions.