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Client Agreement Prime Codex LLC

Prime Codex LLC is regulated by the Mwali International Services Authority,
Comoros Union with International Brokerage and Clearing Houses License.
License Number: T2023334



Client Agreement Prime Codex LLC

Office Address:

Suite 305, Griffith Corporate Centre, Beachmont, Kingstown,
Saint Vincent and the Grenadines

by Prime Codex LLC

Representative Office:

Crystal Tower 805, Al Asayel St Business Bay, Dubai, United Arab Emirates

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Introduction

1. This Client Agreement is established between Prime Codex LLC ("the Company") as the first party and the Client, who may be either a legal entity or a natural person, identified as such upon completion of the Account Opening Application Form (hereinafter referred to as "the Client") as the second party.
2. The Company operates under the regulation of the Mwali International Services Authority in the Comoros Union, holding an International Brokerage and Clearing Houses License with License Number: T2023334.
3. The Client Agreement, comprising the documents accessible on the Company's website (namely "Risk Disclosure," "Risk Warning," "Full Disclaimer," "Terms and Conditions," "Anti-Spam Policy," "Refund & Cancellation Policy," "Anti-Money Laundering Policy," "Trading Policy," and "Margin Call & Stop Out Policy," collectively referred to as the "Agreement"), along with any additional documentation communicated to the Client due to participation in Company campaigns and/or loyalty programs, outlines the terms upon which the Company will provide services to the Client. This Agreement governs all CFD activities of the Client with the Company throughout its duration.
4. It is expressly stated that this Agreement takes precedence over any other agreements, arrangements, or express or implied statements made by the Company or any Introducer(s).
5. The Company, in accordance with its Privacy Policy, as periodically amended and available on its website, will collect, use, store, and process the personal information of the Client.

Risk Disclosure

Foreign exchange (Forex) online trading carries a high-risk level and may not be suitable for all types of investors. Therefore, please ensure that you have carefully considered your investment objectives, experience level, and risk tolerance before attempting to trade Forex on Prime Codex LLC.

As with every investment, there is a possibility that you could sustain a loss of some or all of your assets. Therefore, you should not invest money you cannot afford to lose, and please be aware of your risk management. You should be aware of all the risks associated with Forex trading online and seek advice from an independent financial advisor if you have any doubts.

The above limitation may not apply to those living in or under the states/ jurisdictions that forbid the exclusion or limitation of liability for consequential or incidental damages. Please

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discontinue using our services if you are dissatisfied with any portion of the services or with any of these terms.

Risk Warning

Trading Foreign Exchange (Forex) and Contracts for Differences (CFDs) is speculative and carries a level of risk that may not be suitable for all persons interested in trading online. You may sustain a loss of some or all of your invested capital. Therefore, you should not speculate with capital you cannot afford to lose. Unlike traditional trading in other financial instruments, CFD trading allows you to participate in the markets by paying only a small fraction of the total trade value. However, it's important to note that leverage, often referenced, implies that a relatively minor market movement can result in a significantly larger change in the value of your position. This also indicates that a negative market movement may amplify your losses proportionately, potentially resulting in the loss of your entire investment.

It is important to note that Prime Codex LLC will continuously monitor the leverage applied to your positions. Prime Codex LLC reserves the right to reduce the leverage based on your trading volume at any given time.

Full Disclaimer

The content on this website is updated frequently and is subject to change at any time without prior notice. Prime Codex LLC has taken reasonable measures to ensure the accuracy, timeliness, and reliability of the information on the website. However, this does not guarantee that the information on our website is error-free and completely accurate. You should always exercise discretion and precaution when intending to apply or use the information on our website.

Prime Codex LLC is not liable for any direct, indirect, consequential, special, incidental, or punitive damages resulting from or in connection with the content or your inability to access the website, for any delay in, loss of data or profits, malfunction of the software, program or services or failure of the transmission or the receipt of any instruction or notifications sent through this website. In case of a Force Majeure Event, you shall accept any loss arising, and Prime Codex LLC will not be responsible for any such losses.

The information provided on this website is for the sole purpose of assisting traders to make independent investment decisions. Any suggestions, ideas, news, reports, analyses, prices, or other information contained on this website are provided for your general knowledge only and do

not constitute investment advice. Prime Codex LLC is not liable for any losses incurred as a result of the information published on the Prime Codex LLC website.

Prime Codex LLC may contain advice and content from third-party users, and we are not obligated to pre-screen each and every comment. It is your responsibility to carefully evaluate the reliability, accuracy, and trustworthiness of the information. You should also seek professional help before applying any suggestions or advice from the website. Prime Codex LLC refutes all liability in connection with or resulting from the use of the content on the website.

Terms and Conditions

For the general use of www.pcxfx.com

The following terms and conditions serve as a binding agreement between you and Prime Codex LLC. By accessing any page on our Site, you agree to comply with the terms and conditions contained herein. If you do not agree with the Terms, please do not access or use our Site. primecodex.com reserves the right to modify or update the Terms, at its sole discretion, without notice. It is your responsibility to review the Terms regularly to ensure that your usage of the Site and services are always in line with the Terms and Conditions. Please read the terms of use carefully.

Any references to “Site,” “Website,” “Company,” “Service,” “We,” and “us” in this Terms of Use refer to Prime Codex LLC and the services provided. References to “terms” imply these Terms of Conditions, and references to “you,” “your,” and “yours” imply the person accessing and using this site and its services.

Ownership of website and copyright issues

All content on this website is completely owned and operated by Prime Codex LLC, its licensors, and its content suppliers. This includes but is not limited to the logo, design, text, graphics, pricing data, trade data, performance information images, photos, animations, audio, and software, which are all protected under copyrights, trademarks, and other laws pertaining to intellectual property rights. Therefore, you are prohibited from modifying, reproducing, or retransmitting any of the contents without the express written permission of the owner thereof.

You hereby agree to indemnify Prime Codex LLC and related parties for any loss, costs, and damages incurred by your misuse, misconduct, or breach of any terms and conditions as stipulated in this agreement.

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Prohibited Use of Website

As a user of this Site, you are strictly prohibited from the following:

1. Transfer, stream, or otherwise make available copyrighted, trademarked, patented, or service-marked materials or software without the authorization of the author or owner;
2. Create, publish, download, upload, distribute any illegal, offensive, damaging, harassing, stalking, threatening, abusive, tortuous, derogatory, vulgar, explicit, vilifying, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
3. Create, send, or transfer harmful, contains viruses, corrupted data, false or missing market information, or any other damaging component;
4. Violate any terms and conditions of the Prime Codex LLC on our website or its links;
5. Use the Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative, bulk, or unsolicited messages (commercial or otherwise).
6. Use the Services to advertise or offer to buy or sell any goods or services or to run a business or commercial entity without the express written agreement of Prime Codex LLC.
7. Access or interfere, in any way, with the account or computer system of another user of the Site without authorization by the account owner.
8. Exploit minors in any way.
9. Collect information about others, including email addresses, through our Site.

Prohibited Country

As a broker company, we strictly comply with international laws and regulations related to trading activities. Therefore, we would like to inform our clients that due to the regulatory restrictions and potential risks associated with certain countries, our company does not engage in business activities with the following countries:

Afghanistan, Angola, Antigua, Barbuda, Bolivia, Botswana, Burma (Myanmar), Cambodia, Côte d'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Former, Liberian, Regime of Charles Taylor, Gambia, Guinea, Bissau, Guinea, Conakry, Iran, Iraq, Kyrgyzstan, Lesotho, Liberia, Libya, Mali, Namibia, Niger North Korea, Senegal, Sierra, Leone, Syria, Tanzania, Togo, Yemen, Zimbabwe, China, Japan, the United States, and Africa.

Please note that this list is subject to change based on updates to international laws and regulations. We urge our clients to comply with the relevant laws and regulations in their respective jurisdictions to avoid any potential legal or financial repercussions.

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Legal Age

You need to be 18 years old or older in order to use the services on our site unless written consent from your parent or guardian has been documented.

Limitations of Contents Provided

pimecodex.com allows users on this site to share and post information, opinions, advice and even make available their portfolio and financial performance information to other registered users of the Site. This does not mean that Prime Codex LLC approves and endorses the information provided by such registered users of the site, as Prime Codex LLC does not exercise editorial control over any content created or posted by users of this site. Therefore, you should exercise extra caution and use your discernment when reviewing the portfolio, financial performance information, opinions, or advice of another registered user.

You should understand that these are just the sole opinions of the user and that the information provided may be biased, inaccurate, or even missing. It is also important to note that historical performance is not a guarantee of future performance. Therefore, before attempting to apply any piece of advice posted on Prime Codex LLC, please consult an independent financial expert for advice.

Information Purposes, not Recommendations

The Site should be used for informational purposes only and should not be construed as financial advice or recommendations of any kind. Prime Codex LLC, its employees, and agents are not investment advisers. Before making any investment decisions based on the advice given, please ensure that you have conducted thorough research as to the accuracy and timeliness of the information. You are solely responsible for ensuring that any investment, strategy, or any other product or service is appropriate and in line with your investment objectives, financial situation, and risk tolerance.

Prime Codex LLC., its employees, and agents will not be liable for any losses that you may sustain from the investment decisions you make. Please note that any past performance indicated on this Site is not indicative of future performance. Since there is no guarantee, you should only invest the money that you are able and prepared to lose.

Indemnification

You agree to indemnify and not hold Prime Codex LLC liable for any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs, and expenses (including reasonably

related expenses, legal fees, and costs of investigation) of every nature whatsoever incurred by Prime Codex LLC arising out of or in connection with your use of the Services, violation of these Terms by you, or infringement by you, or any other user of the Services using your computer or identity, of any intellectual property or other right of any person or entity. You are responsible for all activities that occur in your Service account.

Access Restriction/ Termination of Account

Prime Codex LLC reserves the right, in its sole discretion, to limit or terminate your access to and use of the Service or any portion thereof at any time without notice. Unless a separate agreement has been made between you and Prime Codex LLC, we have the right to terminate or suspend your access to the Service when you are found to be violating the terms contained herein.

Electronic Notices

As long as you access and use this Site, you agree and allow Prime Codex LLC to send you notices, messages, newsletters, information, updates, or any electrical documents to the e-mail address specified during your registration for the Service or by access to our website. If you do not consent to receive any notices electronically, you must discontinue your use of the Service.

Third-Party Links

Unless specifically stated, the presence of a third-party link does not denote our endorsement of the linked site, its sponsors, or any products or services offered. Prime Codex LLC is not responsible for any image changes or updates found on these linked sites. The use of any linked site is at your own risk.

Anti-Spam Policy

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Prime Codex LLC views the transmission or distribution of any unsolicited bulk or unsolicited commercial e-mails (“Spam”) as a serious and punishable offense. Users of Prime Codex LLC services are strictly prohibited from sending or causing Spam to be delivered to any customers of Prime Codex LLC.

In compliance with international anti-spam policies, Prime Codex LLC prohibits the sending of emails to or through our website or services that contain the following:

- Invalid or non-existent domain names
- Invalid or forged headers
- A third party's internet domain name, or be transmitted from or through a third party's equipment without permission of the third party
- Any techniques to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path
- Other means of deceptive addressing
- False or missing information in the subject line or otherwise contain false or missing content
- Otherwise violates our Terms of Use.

Prime Codex LLC strictly forbids the harvesting, mining, or collection of e-mail addresses or other information about our customers or subscribers through the website or its services. It is also forbidden to use our services in a way that would damage, disable, overburden, or impair any aspect of the services or would in any way impede other users' use and enjoyment of Prime Codex LLC services.

Civil, criminal, or administrative penalties may be imposed against the sender and those assisting the sender for the unauthorized use of any Prime Codex LLC service in connection with the transmission of unsolicited e-mail, including the transmission of e-mail that violates this policy.

Violators of the international anti-spam laws, according to countries, shall be subject to “cease and desist” orders or penalties from the authorities. Criminal prosecution is also possible in the case of outrageous offenders, which can result in penalties such as fines and forfeiture of proceeds and equipment. Offenders can and may also be subjected to imprisonment.

Refund & Cancellation Policy

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1. This Policy is to inform you that due to the nature of business, no refunds are provided by the Company.
2. The only exception is made if you are not the Company's Customer. To qualify as a non-customer, you must not hold a trading account with the Company that has completed the KYC process (ID verification at minimum). In this case, the Company will refund any money received from you using the same method originally used by you.
3. Without derogating from the provisions of the Clauses above. It is expressly stipulated that you are free to use a withdrawal procedure to get money from your trading account. The ways of withdrawal provided by the Company are listed on our website: <https://pcxfx.com/>
4. In the circumstance of a chargeback, as the client, you are responsible for covering any reversed payments and/or chargeback fees. If there are insufficient funds in the trading account to cover, you agree to deposit to your trading account to cover via bank wire transfer.
5. The company will take all necessary measures to prevent and block both input and withdrawal by third parties of money from the customer account. Input and output of money from the account can be carried out only by the account owner.

Language Discrepancies

This Policy has been drafted in the English language. If there is any discrepancy between the meanings of any translated versions of this Agreement and the English language version, the meaning of the English language version shall prevail.

Anti-Money Laundering Policy

Prime Codex LLC is committed to the highest standards of Anti-Money laundering (AML) compliance and requires management and employees to adhere to these standards to prevent the use of our products and services for money laundering purposes.

Prime Codex LLC will examine its Anti Money Laundering strategies, goals, and objectives on an ongoing basis and maintain an effective Anti-Money Laundering program for the firm's business that reflects the best practices for a global financial brokerage. Adherence to Prime Codex LLC's Anti-Money Laundering Program is the responsibility of all employees. The program includes client screening and monitoring requirements, "know your customer" policies (including the requirement to establish the identity of beneficial owners), record-keeping requirements, the reporting of suspicious circumstances in accordance with relevant laws, and AML training.

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Objectives

The standards set out in the Prime Codex LLC Global Anti-Money Laundering Program (“AML Program”) are minimum requirements based on applicable legal and regulatory requirements and apply to Prime Codex LLC. These requirements are intended to prevent Prime Codex LLC, our employees, and clients from being misused for money laundering, terrorist financing, or other financial crimes. The AML Program establishes the general framework for the fight against money laundering and financing terrorism.

Applicability

Prime Codex LLC must ensure that our subordinated subsidiaries and affiliates globally fulfill the legal duties resulting from the regulations set out. Wherever local regulations are stricter than the requirements set out in the AML Program, the stricter standard has to be applied. If any applicable laws are in conflict with the AML Program, Prime Codex LLC must consult with the local legal department to resolve the conflict. If the minimum requirements set out in the AML. The program cannot be applied in a certain country because the application would be against local law or cannot be enforced due to other than legal reasons, Prime Codex LLC has to ensure that it will not:

- Enter into a business relationship;
- Continue a business relationship or;
- Carry out any transactions. If business relations already exist in that country, Prime Codex LLC has to ensure that the business relationship is terminated regardless of other contractual or legal obligations.

Definition of the Term Money Laundering

Money Laundering is the introduction of assets derived from illegal and criminal activities (Predicate offenses) into the legal, financial, and business cycle. Offenses are, for example, forgery of money, extortionate robbery, drug crime, fraud, corruption, organized crime, terrorism, etc. Predicate offenses for money laundering are defined by local law. Generally speaking, the money laundering process consists of three “stages.”

Placement: The introduction of illegally obtained monies or other valuables into financial or nonfinancial institutions.

Layering: Separating the proceeds of criminal activity from their source through the use of layers of complex financial transactions. These layers are designed to hamper the audit trail, disguise the origin of funds, and provide anonymity.

Integration: Placing the laundered proceeds back into the economy in such a way that they re-enter the financial system as apparently legitimate funds. These “stages” are not static and overlap broadly. Financial institutions may be misused at any point in the money laundering process.

Management and Controls of AML Risks

Prime Codex LLC has developed an AML Program that is based upon The Financial Action Task Force (FATF) Recommendations, which set out a comprehensive and consistent framework of measures to be implemented to combat money laundering and terrorist financing, as well as the financing of proliferation of weapons of mass destruction. The AML Program includes but is not limited to:

1. Customer Due Diligence Program, which includes client identification and verification, Know Your Client principles and implementing various programs that are appropriate to remediate customer due diligence of existing clients.
2. Customer Due Diligence measures for non-face-to-face business relationships to address specific risks.
3. Conduct enhanced due diligence on customers assessed as higher risk, such as politically exposed persons and close associates to politically exposed persons.
4. Establishing systems and procedures designed to monitor client transactions designed to identify suspicious transactions.
5. Ensuring that employees, members of the committee of management, and directors of Prime Codex LLC are regularly and appropriately trained on AML/CFT laws and regulations, customer due diligence measures, and detecting and reporting suspicious transactions.
6. Establishing robust screening procedures to ensure high standards when hiring employees, members of the management committee, and directors.

Minimum Requirements

Prospective clients who are interested in establishing a business relationship with Prime Codex LLC will have to be subject to the following anti-money laundering controls and measures to ensure that funds or assets of customers are not proceeds from drug dealing, criminal conduct, or terrorism financing.

Identification and Verification of Customer Identity: Before entering into a business relationship with a client, Prime Codex LLC will identify the client by obtaining mandatory information about the client and verifying the identity of the client using a reliable, independent source of data, documents, or information.

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Identification and Verification of Beneficial Owner: Prime Codex LLC will inquire on the existence of any beneficial owner in relation to the client and will identify the beneficial owners and verify the beneficial owner's identity using relevant information or data obtained from reliable, independent sources.

Ongoing Monitoring: All clients will be subject to ongoing monitoring, which includes observing the conduct of the client's account and scrutinizing transactions undertaken throughout the course of business relations. Clients' transactions must be consistent with the client's profile and source of funds.

Prohibited Activities: Prime Codex LLC will not keep anonymous accounts, accounts with fictitious names, or accounts with tampered and forged documents.

Suspicious Transactions Reporting: Prime Codex LLC shall submit reports on suspicious transactions (including attempted transactions) to the relevant local competent authorities. The Group Anti-Money Laundering Department will be informed of all suspicious transactions.

Record Retention

All client-related information and documents, transactions, account files, business correspondence, and analysis results shall be retained for a minimum of 10 years.

Prohibited Business Relationships

Prime Codex LLC shall refuse to establish a business relationship or to terminate an existing relationship with a client if Prime Codex LLC cannot reasonably ascertain the true identity of the client and/or beneficial owners or if the client is unwilling or reluctant to provide any information or document requested by Prime Codex LLC. In particular, the firm will not:

- Accept monies that are known or suspected to be the proceeds of criminal activity.
- Enter into/maintain business relationships with individuals or entities known or suspected to be a terrorist or criminal organization or member of such or listed on sanction lists.
- Enter into relationships with clients from restricted or prohibited countries.
- Enter into relationships with clients operating in sensitive/high-risk/prohibited industries.

Risk Analysis

Prime Codex LLC has implemented an ongoing AML Risk Analysis to assess the level of risk exposure considering the firm's customers, products, services, entities, and geographic locations

risk and to derive appropriate security measures from this analysis. AML safeguards are derived from the results of the AML Risk Analysis.

Controls

Adherence to the global-wide AML program needs to be reviewed regularly to ensure that the firm's efforts are successful. The AML Officer in Prime Codex LLC is, therefore, obliged to conduct appropriate controls. The responsible AML Officer must ensure, by implementing adequate customer- and business-related controls, that all applicable AML requirements are being adhered to and that security measures are properly functioning.

KYC Programme

Prime Codex LLC has implemented a strict KYC program to ensure all kinds of customers (natural or legal persons or legal structures) are subject to adequate identification, risk rating, and Monitoring measures. This program has been implemented globally. KYC includes not only knowing the clients and entities the firm deals with or renders services to but also the Ultimate Beneficial Owners (UBOs), Legal Representatives, and Authorized Signatories as appropriate. The program includes strict identification requirements, name screening procedures, and ongoing monitoring and regular review of all existing business relationships. Special safeguards are implemented for business relationships with politically exposed persons (PEPs) and clients from countries or industries deemed high risk.

Training Programme

Prime Codex LLC has implemented a comprehensive AML training program to ensure that all staff, particularly those responsible for transaction processing and/or initiating and/or establishing business relationships, undergo AML awareness training. Prime Codex LLC's training is tailored to the business to ensure that staff are aware of different possible patterns and techniques of money laundering that may occur in their everyday business. Training also covers the general duties arising from applicable external (legal and regulatory) internal requirements and the resulting individual duties that must be adhered to in everyday business, as well as typologies to recognize money laundering or financial crime activities.

Reliability of Staff

Prime Codex LLC has implemented processes to ensure that only reliable individuals are employed.

Independent Testing

Adherence to the requirements of Prime Codex LLC's AML program is subject to independent testing by Prime Codex LLC's Internal Audit function and the Semi-Annual External Auditor.

Trading Policy

Misquotes Policy

We have multiple liquidity providers, and quotes are aggregated using an aggregation system that generates a price from multiple liquidity providers. Misquotes may happen when 1 or more liquidity providers have "skewed" prices and quotes are very different from other liquidity providers. In such a case we reserve the right to reverse, cancel, or delete orders where misquotes occurred.

Arbitrage Policy

We have multiple liquidity providers, and quotes are aggregated using an aggregation system that generates a price from multiple liquidity providers. Similar to the misquotes policy, Arbitrage is when traders take unfair advantage of quotes that are very different from other liquidity providers. This may happen when 1 or more liquidity providers have "skewed" prices and quotes that may be different from other liquidity providers.

Inactivity Policy

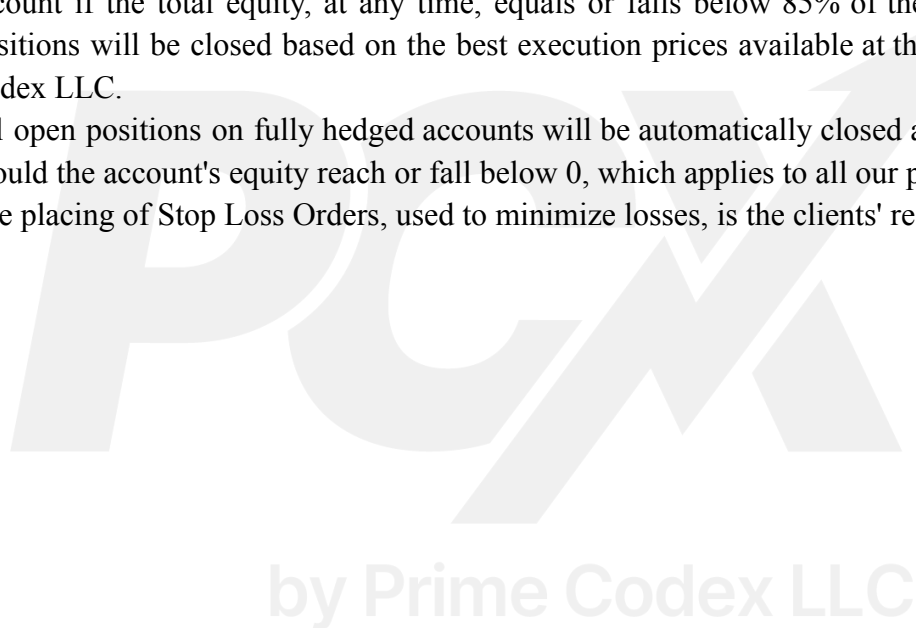
If a real account is not accessed for three consecutive months, it will be considered inactive. Meanwhile, a demo account will be classified as inactive if it has not been accessed for six months. In the event that an account is classified as inactive, Prime Codex LLC may choose to archive it.

Margin Call & Stop Out Policy

Trading accounts with Prime Codex LLC will automatically experience a margin call if the criteria below are met. It is important to note that proper risk management and setting stop losses can help to reduce the need for a margin call on a trader's account. We strongly encourage all clients and traders to comply with margin requirements when trading.

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- Minimum Margin Requirements on Open Positions must be maintained by the customer at all times.
- All open positions and pending orders are subject to liquidation by Prime Codex LLC In the event of failure to maintain the Minimum Margin Requirement.
- Margin requirements are subject to change at any time. Prime Codex LLC will do its best to notify customers of any projected changes via email and the trading platform's message system.
- Margin Call will occur if the total equity, at any time, equals or falls below 100% of the Used Margin. Positions will be based on the best execution prices available at the time to Prime Codex LLC.
- Prime Codex LLC will liquidate all Open Positions and pending orders in a customer's account if the total equity, at any time, equals or falls below 85% of the Used Margin. Positions will be closed based on the best execution prices available at the time to Prime Codex LLC.
- All open positions on fully hedged accounts will be automatically closed at market prices should the account's equity reach or fall below 0, which applies to all our platforms.
- The placing of Stop Loss Orders, used to minimize losses, is the clients' responsibility.



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