Agreement for the Provision of Financial Brokerage Services

(Online Service)

V 1.6

- **Parties to the Agreement**

First Party to the Agreement - The Company:

APC Prime Ltd., hereinafter referred to as the **"Company"**, **"Arab Investment Platform Company"**, **"Arab Platform Company"**, **"APC Prime"**, or **"APC"**.

Registration Number: 2024-00565
Registered Address:
Top Floor Ace Corporate Services, Rodney Court Building, Rodney Bay, Lc01
401 Gros Islet / St. Lucia
Telephone: +971522222581
Email: info@apcprime.com

Second Party to the Agreement - The Client:
The following are the Client's details as stated in the official documents (identity document or passport) presented to the Company:

(1) Full Name:
(2) Foreigner Identification Number:
(3) National Identification Number:
(4) Passport Number:
(5) Date of Birth (Day-Month-Year):
(6) Address:

(7) Telephone Number:

(8) Email:

- **Provisions of the Agreement**

Article (1): Effective Date and Nature of Services

1. This Agreement shall take effect as of (Day-Month-Year): (   ) and shall apply to all Client accounts previously existing, currently existing, or subsequently created on the Company's MT5 MetaTrader 5 server.

2. The Company provides financial brokerage services for trading in financial asset markets and the Forex market through its server with MetaQuotes Ltd., available through the MetaTrader 5 application.

3. The Company's services are limited to making available the server referred to in the preceding paragraph for the electronic execution of trading orders issued electronically by the Client, without providing any investment recommendations, investment advice, or portfolio management.

4. The Company does not guarantee the achievement of profits or the avoidance of losses, and the Client acknowledges and accepts this.

5. The Company does not physically provide or offer any of its services in Syria or Turkey.

Article (2): Client Acknowledgment of Responsibility

1. The Client acknowledges that all trading decisions will be made independently of any person or entity and entirely at the Client's own responsibility.

2. The Client agrees that the Company is not responsible for any financial losses, results, or consequences arising from the Client's trading activities.

3. The Client undertakes not to rely on the Company for any investment advice, financial decisions, or trading guidance.

4. The Client acknowledges that the Client will not interpret or claim that any information provided by the Company constitutes advisory or guidance information that contributed to the Client's trading decisions, and that the Client's trading and investment decisions will be made entirely at the Client's own discretion and under the Client's full control.

Article (3): Client Eligibility

1. The Client declares that the Client has reached the legal age for contracting under the laws of the Client's country (not less than 18 years of age).

2. The Client confirms having full legal capacity to enter into financial contracts and agreements, including this Agreement.

3. The Client acknowledges understanding the nature of the risks of investing in Forex and financial assets and the risks of trading them, including the possibility of losing capital and any profits earned in full, whether in stages or in a single occurrence, depending on market conditions.

4. The Client understands that trading in Forex and financial assets requires mental and psychological capacity in addition to legal capacity, and confirms possessing all forms of capacity required.

5. The Client declares possessing the maturity and sound judgment necessary for investing in financial assets and Forex.

6. The Client acknowledges that the funds intended to be invested, now and at all times, are lawful funds not obtained through borrowing, a suspicious grant, criminal activity, or unlawful activity; that the Client will independently manage the account; and that the Client will not provide access to the account or disclose the password to any other person under any pretext.

Article (4): Legal Disclaimer

1. The Company is not responsible for any financial losses, incorrect decisions, or unlawful use of the account assigned to the Client.

2. The Company is not responsible for any tax or regulatory obligations imposed on the Client in any country or under any jurisdiction.

3. The Client bears full responsibility for compliance with the laws in Saint Lucia, Turkey, and Syria, and in the Client's own country or any country in which the Client trades, resides, or relocates.

4. The Client is responsible for securing the equipment and networks used by the Client, including but not limited to a mobile device or computer, against technical risks or risks of unauthorized access. If the equipment or networks used by the Client cause a technical malfunction, the Client acknowledges the resulting risks that may affect the Client's account and trading activities, hereby releases the Company from any financial or legal liability resulting from losses incurred due to the Client's equipment or communication networks, and waives any right to dispute or sue the Company in this regard.

5. The Client acknowledges having read and undertakes to continuously review all agreements, notices, and legal statements published on the Company's website www.apcprime.com, and confirms full compliance with and understanding of them.

Article (5): Anti-Money Laundering (AML) and Know Your Customer (KYC)

1. The Client undertakes to provide accurate and complete information when opening the account and shall be responsible for such information.

2. The Client agrees that the Company may request additional documents to verify identity, source of funds, and other matters.

3. The Client acknowledges that any misleading information or invalid documents submitted to the Company may result in the Company immediately closing the Client's account.

Article (6): Service Limitations

1. The Company provides online brokerage services only (through its server on MT5).

2. The Company does not provide any guarantees of profits or protection from losses and is not responsible for the Client's interpretation of any service or information if such interpretation conflicts with this Agreement.

3. The Company is not responsible for any losses or disruptions resulting from technical failures or internet outages outside its control.

4. The Company has the right to suspend or restrict trading on the Client's accounts at any time without stating reasons and may take any action it deems appropriate if it determines that the Client is trading through unlawful methods or in violation of applicable rules. This includes, without limitation, the use of any unauthorized or unlicensed programs, applications, systems, or tools; automated trading systems; arbitrage techniques or strategies; or any current or future technical, organizational, or deceptive means intended to exploit vulnerabilities or obtain gains through unlawful or unfair methods or in violation of the Company's terms and conditions.

Article (7): Miscellaneous Policies

1- Automatic Closure Policy When the Protection/Margin Level Falls:

The Client acknowledges and agrees that if the protection level/margin level (Margin Level) in the account reaches 10% (or less), in accordance with the trading platform's calculation mechanism, the Company and/or the platform has the right to automatically close open positions, in whole or in part, without prior notice, for the purpose of protecting the account and reducing liquidation risks. The Client alone bears any results, losses, or damages that may arise from this.

2- Policy of Compliance with Margin and Leverage for Each Instrument:

The Client shall comply with the approved margin and leverage for each pair/financial instrument (including pairs and indices) in accordance with the trading conditions published on the platform or continuously determined by the Company, and acknowledges that non-compliance may lead to the rejection, modification, or closure of positions or the imposition of trading restrictions in order to protect the account.

3- Weekend Warning - Prohibition on Doubling Margin:

The Client is prohibited from doubling margin at the end of the week, and the total value of open positions must be equal to the value of the current capital (Equity). The Company has the right to take any action it deems appropriate in the event of a violation, including reducing or closing positions in whole or in part or imposing temporary restrictions on opening new positions, in accordance with the approved risk management policies.

4- Execution of Pending Orders:

The Client accepts and fully understands that the Company cannot provide any guarantee regarding the execution of pending orders, nor regarding the results arising from their execution, delayed execution, or non-execution. The Client understands that this is due to the nature of financial markets, which are characterized by high volatility and rapid price movements, and that such conditions often lead to sudden price changes and may also cause price slippage.
The Client understands all of the foregoing and accepts that all such matters are outside the Company's control, and releases the Company in advance from any liability that may arise therefrom, whatever its type or extent.

5- Overnight Fees/Penalties for Specified Instruments:

With respect to the instruments (Crypto - Indices Cash - Energies Cash / Crypto, Indices Cash, Energies Cash), the Client agrees that an overnight fee/penalty will be imposed on each trade whose duration exceeds 24 hours, and that such fee/penalty will be calculated and deducted in accordance with the mechanism and timing specified in the Company's trading conditions or on the platform.

6- Notices and Updates:

The Client acknowledges that the details, implementation mechanism, timings, and exceptions relating to the provisions of this Article may be stated or updated through the inbox within the platform and/or the Trading Conditions page, and the Client undertakes to monitor them continuously.

Article (8): Governing Law and Severability

1. The Client agrees that this Agreement shall be governed only by the laws of Saint Lucia.

2. The Client declares that, in the event of any dispute, the courts of Saint Lucia shall have jurisdiction.

6. The Client acknowledges the necessity of complying with the local laws in Saint Lucia, Turkey, and Syria, and in the Client's own country or in the country in which the Client trades, resides, or relocates.

3. The Client agrees and declares that if any judicial authority considers any provision or paragraph of this Agreement invalid, this shall not cancel or invalidate the other provisions and paragraphs.

Article (9): Client Signature:

- End of Agreement -