

Terms & Conditions

Your account is subject to your acceptance of our Terms and Conditions and other statements and notices which form our customer agreement with you. By signing the Application form or by electronically submitting your application on our website you confirm that you accept the terms of the Agreement. When we open an account for you, you will be bound by the Agreement in your dealings with us.

Pride Wealth Ltd reserves the right to amend these Terms and Conditions at any time without notice to clients. Clients are therefore responsible for frequently reviewing these Terms and Conditions on our website. Continued use of the Pride Wealth Ltd website and/or trading platform following any amendments shall constitute the clients' approval of such changes.

A reference to an agreement or document (including a reference to this Agreement) is to the Agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.

1. SERVICES PROVIDED BY PRIDE WEALTH LTD

Pride Wealth Ltd hereby agrees to maintain for the undersigned Customer one or more accounts and to act as principal for the Customer for the execution and clearance of orders for transactions involving the purchase and sale of financial contracts including but not limited to OTC contracts, futures contracts; options on futures contracts; commodities contracts; EFPs; CFDs; Indices; any other foreign currency denominated financial instruments and any other financial transaction (collectively referred to as "Contracts"), and in consideration thereof, Customer agrees to the provisions, terms and conditions hereinafter Appearing.

2. TRADING AUTHORIZATION

Pride Wealth Ltd is authorized to purchase and sell derivatives for Customer's account (i.e., all accounts opened on Customer's behalf, accounts with Customer guarantees, and accounts for which Customer is jointly responsible) in accordance with oral or written instructions from the Customer, the Customer's PoA holder. Customer hereby waives any



defense that such instructions were not in writing. Customer shall be directly and personally responsible for performing its obligations under every transaction entered into with Pride Wealth Ltd, whether Customer is dealing as principal directly or through an agent, or as agent for another person, and customer shall indemnify Pride Wealth Ltd in respect of all liabilities, losses or costs of any kind or nature whatsoever which may be incurred by Pride Wealth Ltd as a direct or indirect result of any failure by Customer to perform any such obligation.

We do not warrant that the trading platform will always be available or accessible when the exchanges on which the underlying instruments in respect of which you have traded or wish to trade are open and we reserve the right to remove altogether or reduce the trading platform service at any time for any purpose, without thereby incurring any liability to you. You understand there may be a wider difference between 'buy' and 'sell' prices you are quoted on closing a position than when it was opened. Different prices: we, in our absolute discretion, may quote different prices to different clients and trade at different prices with different clients.

3. APPLICABLE RULES AND REGULATIONS

Pride Wealth Ltd is a brand registered under the laws of Saint Lucia. All orders entered for the purchase or sale of a Contract and all transactions in Contracts executed for Customer's accounts shall be subject to the constitution, by-laws, rules, regulations, customs and usages (collectively "rules") of the exchange or market, and its clearing house, if any, where such orders are directed or such transactions are executed and any applicable self-regulatory organization and to the rules and regulations promulgated hereunder (collectively "laws").

Pride Wealth Ltd shall not be liable to the Customer as a result of any action taken by Pride Wealth Ltd or its agents in compliance with any of the foregoing rules or laws. This paragraph is solely for the protection and benefit of Pride Wealth Ltd, and any failure by Pride Wealth Ltd or its agents to comply with any of the foregoing rules or laws shall not be a breach of this Agreement and shall not relieve Customer of any obligation under this agreement nor be construed to create rights under this agreement in favor of Customer against Pride Wealth Ltd.

4. CHARGES PAYABLE BY CUSTOMER

Customer agrees to pay Pride Wealth Ltd (a) such commissions and service fees as Pride Wealth Ltd may establish and charge from time to time without prior notice to Customer; (b) the amount of any loss that may result from transactions by Pride Wealth Ltd on Customer's behalf, including any deficit balance; and (c) interest on any deficit balance and on any other amounts payable to Pride Wealth Ltd under this agreement at the rate of three percent (3%) over the prime rate in effect from time to time, as offered by the Bank, or the maximum rate allowed by law if any, whichever is higher.

In the event of any miscalculation in reports/balance/accounts/deposits/withdrawal/swap/O.N.C. Charges, Pride Wealth Ltd has the right to make amendments.

During a deposit or withdrawal transaction, Pride Wealth Ltd reserves the right to pass on the transaction charges levied by the bank or Payment Service Provider (PSP) to the client. Pride Wealth Ltd acknowledges its authority to impose such charges as a direct consequence of the charges imposed by the bank or PSP facilitating the transaction. The client agrees and acknowledges that they may be liable for transaction charges corresponding to the charges levied by the bank or PSP. It is important to note that the transaction charges passed on by Pride Wealth Ltd are separate from any charges or fees imposed by the bank or PSP. Pride Wealth Ltd shall not be held responsible for any charges or fees imposed by the bank or PSP. By engaging in a transaction with Pride Wealth Ltd, the Client explicitly consents to the passing on of transaction charges as outlined herein.

5. CREDIT

Customer can request credit from the company, in emergency situations. Pride Wealth Ltd may or may not provide credit at its discretion. If received, the client should clear the credit within 24 hours. If not cleared, Pride Wealth Ltd holds rights to take action, as deemed appropriate, including but not limited to closing the account or opting for legal route.

6. RISK OF LOSS

All transactions effected for Customer's accounts and all fluctuations in the market prices of the Contracts carried in Customer's accounts are at Customer's sole risk and Customer shall be solely liable under all circumstances. By execution of this agreement, Customer warrants that Customer is willing and financially able to sustain any such losses. Pride Wealth Ltd is not responsible for the obligations of the persons with whom Customer's transactions are not affected, nor is Pride Wealth Ltd responsible for delays in transmission, delivery or execution of Customer's orders due to malfunctions of communications facilities or other causes. Pride Wealth Ltd shall not be liable to Customer for the loss of any margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship or assignment for the benefit of creditors of any bank, another clearing broker, and exchange, clearing organization or similar entities. If at any time, Customer is not able, for whatever reason, to communicate with Pride Wealth Ltd.

Pride Wealth Ltd shall not be responsible for any act, error, delay or omission resulting from where such loss, damage or cost is a result of Customer's inability to enter into a transaction. Customer acknowledges and agrees that any instruction and communication transmitted by Customer or on his behalf is made at Customer's risk and Customer authorizes Pride Wealth Ltd to rely and act on, and treat as fully authorized and binding upon Customer, any instruction (whether or not in writing) which Pride Wealth Ltd believes in good faith to have been given by Customer or on his behalf by any agent, attorney or intermediary whom Pride Wealth Ltd believes in good faith to have been duly authorized by Customer.

Customer further acknowledges and agrees that Pride Wealth Ltd is not responsible for any losses resulting directly or indirectly from any government restriction, exchange ruling, suspension of trading, promulgation of new laws and regulations, actions of independent floor brokers, or other persons beyond Pride Wealth Ltd's control, clearing house failures, delays in receipt of funds and margins, hostilities, terrorist acts, war, strikes, national disaster or wire malfunction, delay in mails, electronic transmission or any other delay or inaccuracy in the transmission of orders or the information because of a breakdown or failure of transmission or communication facilities.

7. TRADING RECOMMENDATIONS

Customer acknowledges that any trading recommendations and market or other information communicated to customer by Pride Wealth Ltd, although based upon information obtained from sources believed by Pride Wealth Ltd to be reliable, may be incomplete, may not be verified, are subject to change and errors, may differ from advice given to other customers and may be changed without notice to Customer.

Customer understands that Pride Wealth Ltd or one or more of its affiliates may have a position in and buy or sell Contracts which are the subject of information, or recommendations furnished to Customer and that these positions and transactions of Pride Wealth Ltd or any affiliate may not be consistent with the recommendations furnished to Customer. Pride Wealth Ltd makes no representation or warranty with respect to the accuracy of trading recommendation and other information, nor to the tax Consequences of Customer's transactions. The Customer always shall enter into Contracts at his own risk and shall limit his dealing with Pride Wealth Ltd on an execution-only basis.

8. OVER-THE-COUNTER (OTC) TRADING

Customer acknowledges that any trading recommendations and market or other information communicated to customer by Pride Wealth Ltd, although based upon information obtained from sources believed by Pride Wealth Ltd to be reliable, may be incomplete, may not be verified, are subject to change and errors, may differ from advice given to other customers and may be changed without notice to Customer. Customer understands that Pride Wealth Ltd or one or more of its affiliates may have a position in and buy or sell Contracts which are the subject of information, or recommendations furnished to Customer and that these positions and transactions of Pride Wealth Ltd or any affiliate may not be consistent with the recommendations furnished to Customer.

Pride Wealth Ltd makes no representation or warranty with respect to the accuracy of trading recommendation and other information, nor to the tax Consequences of Customer's transactions. The Customer at all times shall enter into Contracts at his own risk and shall limit his dealing with Pride Wealth Ltd on an execution-only basis.

9. TRANSACTION CHARGES

- The transaction charges outlined below are for standard accounts only and may change. Contact your Account Manager for specific account details.
- Exotic pairs (e.g., pairs involving ZAR, TRY, SEK, DKK, NOK, HUF, SGD, HKD, RUB, CNH): Holding positions open for over 1 day incur transaction charges starting from the day of opening, varying with market rates.
- Other pairs: Charges apply after holding positions open for a specified period.
- On Wednesday nights, charges will be three times the standard rate.

10. INDEMNIFICATION

The Customer agrees to indemnify Pride Wealth Ltd from any liability, losses, costs, or expenses (including attorney fees) arising from the Customer's account or transactions. This includes, but is not limited to, covering any deficit balances in the account(s). The indemnity does not apply if Pride Wealth Ltd becomes involved in litigation without its fault.

Additionally, the Customer agrees to reimburse Pride Wealth Ltd for any collection costs, legal fees, or expenses arising from efforts to recover sums owed by the Customer.

11. RECORDING

The Customer consents to the recording of all conversations regarding the Customer's accounts, orders, and contracts. Pride Wealth Ltd reserves the right to use these recordings as evidence in any proceedings or as otherwise deemed appropriate. These recordings will remain the sole property of Pride Wealth Ltd.

12. FOREIGN CURRENCY

If any transaction is conducted in a foreign currency, the Customer is responsible for any profits or losses resulting from fluctuations in the exchange rate. Pride Wealth Ltd is authorized to convert funds to and from the foreign currency at prevailing rates.

13. MARGIN REQUIREMENTS

The Customer must always maintain margin requirements as set by Pride Wealth Ltd, which may exceed exchange or clearing house standards. Pride Wealth Ltd's assessment of margin value is final. Margin deposits must be made promptly, typically within one hour, by wire transfer or other methods directed by Pride Wealth Ltd.

14. LIQUIDATION OF POSITIONS

In certain events, including failure to maintain margin, death, bankruptcy, or if Pride Wealth Ltd determines it necessary, the company may liquidate the Customer's positions without prior notice. Proceeds will first be applied to any outstanding debt owed to Pride Wealth Ltd. Additionally, any unauthorized profits generated from a debit/deficit account may be claimed by Pride Wealth Ltd at its discretion.

15. TRADING LIMITATIONS

Pride Wealth Ltd reserves the right to impose limits on the number of positions the Customer may hold and may refuse orders exceeding those limits. If limits are surpassed, the company may liquidate positions. Pride Wealth Ltd may also take action, including withholding profits, if the Customer engages in activities such as wrong quote trading, system misuse, hedging, or scalping (trading for less than four minutes).

16. ERRORS IN PRICES

This section addresses potential issues like material errors in pricing and market conditions. Pride Wealth Ltd reserves the right to modify trades, close positions, void contracts, or reclaim profits if trades are executed based on erroneous data. The company can also terminate its trading relationship with the customer if necessary.

17. PRICE, EXECUTION PROCESS, AND TRADING PLATFORM MANIPULATION

Pride Wealth Ltd safeguards against any manipulation of prices, the trading platform, or execution processes. If manipulation is suspected, the company may void trades, enforce monetary obligations on the customer, retain suspicious funds, adjust accounts, or close the customer's account.

18. EXPERT ADVISER (EA) TRADING RESTRICTIONS

EA trading is prohibited unless explicitly permitted. Customers wishing to use EAs must request approval. Additionally, the machine-gunning policy prohibits placing multiple rapid orders of the same type to prevent market disruptions. Pride Wealth Ltd disclaims responsibility for third-party software like EAs and encourages customers to be cautious when using them.

19. STOP LOSS AND LIMIT ORDERS

While stop loss and limit orders may be available for specific instruments, Pride Wealth Ltd retains the right to place or cancel them. Customers remain responsible for any losses incurred from executing such orders. Pride Wealth Ltd may impose stop loss orders if it has concerns about the customer's ability to meet financial obligations.

20. OPTION TRANSACTIONS

Customers must ensure they instruct Pride Wealth Ltd to exercise or let their options expire. The company is not responsible for failing to act on options unless explicit instructions are given. Options are assigned randomly to customer accounts for exercise, which may lead to potential losses.

21. SECURITY AGREEMENT

This section grants Pride Wealth Ltd a security interest in the customer's assets held in their accounts. The company may use customer assets to satisfy any outstanding debts, including pledging or selling them without prior notice. Pride Wealth Ltd holds broad authority to handle customer property, ensuring that all debts are covered.

This continuation emphasizes the platform's control over trades, customer liabilities, and the handling of errors, ensuring Pride Wealth Ltd has the flexibility to protect its operations from customer errors or market disruptions.

22. AUTHORITY TO TRANSFER ACCOUNTS

Pride Wealth Ltd reserves the right to transfer excess funds or assets between the customer's accounts at its discretion, without prior notice. This includes the right to liquidate assets as needed to cover margin or settle debts, ensuring financial security for both parties.

23. ORAL, TELEPHONIC, AND ELECTRONIC ORDERS

The company accepts various forms of customer orders, including oral, telephonic, and electronic instructions, without requiring them in writing. The customer waives the defense that an order was not documented in writing, which simplifies the trading process but requires trust in the company's handling of instructions.

24. JOINT ACCOUNTS

For accounts held by multiple parties, all owners are jointly responsible for the account's obligations. Any joint owner may act on behalf of the entire account. In the event of a death, the account will be split into equal shares, and Pride Wealth Ltd is not liable for actions taken by individual joint owners without consulting others.

25. NON-EXECUTION OR WRONG EXECUTION

Pride Wealth Ltd is only liable for losses due to non-execution or wrong execution of orders if the customer had notified them in writing of the risk of significant damage. Otherwise, liability is limited to the loss of interest.

26. NOTICES AND COMMUNICATIONS

All communications from Pride Wealth Ltd are binding unless the customer promptly raises errors. Failure to respond within prescribed timeframes results in automatic acceptance of communications. The company retains the right to correct any errors discovered, and customers waive claims arising from non-receipt of communications.

27. PRINTED MEDIA STORAGE

Pride Wealth Ltd may store all account documentation electronically, and customers agree that these stored records will serve as complete and genuine records, even replacing original signed documents.

28. REPRESENTATIONS

The customer represents their authority to enter into the agreement, whether as an individual or an entity. They also assert that their account information is accurate and that no other individuals or entities have an interest in their account unless disclosed.

29. INTRODUCING BROKER

The customer acknowledges that Pride Wealth Ltd is not responsible for the actions of introducing brokers. The customer agrees to waive any claims against Pride Wealth Ltd for actions taken by such brokers.

30. CONFLICTS OF INTEREST

Pride Wealth Ltd may act as both principal and broker in executing contracts for the customer, which could result in conflicts of interest. The customer acknowledges that Pride Wealth Ltd may take positions contrary to their own or compete with them in the market, though the company agrees not to deliberately favor any party.

This section emphasizes the company's authority over customer accounts, liability limitations, and the importance of accurate communication and representation. It also highlights potential conflicts of interest and the customer's responsibility to manage their account relationship with introducing brokers.

31. BINDING EFFECT OF AGREEMENT

This agreement is binding on Pride Wealth Ltd, its successors, assigns, and the customer's heirs and representatives. Upon the customer's death, bankruptcy, or dissolution, Pride Wealth Ltd may cancel or complete open orders and take necessary actions without prior notice to the customer's heirs or representatives.

32. LIABILITY FOR ACCOUNT(S)

The customer is solely responsible for all losses, debts, and deficiencies in their account, including costs and attorney's fees. This includes losses resulting from the liquidation of the account.

33. LIABILITY AND INDEMNITY

This clause addresses liability for electronic services:

- System Errors: No liability for damages due to transmission errors or technical issues.
- Delays: No liability for delays or inaccuracies in data provided.
- Viruses from Electronic Service: No liability for viruses introduced through the service, provided reasonable precautions were taken.
- Viruses from Your System: The customer is responsible for ensuring their system is free of viruses and must indemnify Pride Wealth Ltd for any losses caused by viruses introduced from their system.
- Unauthorized Use: The customer is liable for losses from unauthorized use of the electronic service and agrees to indemnify Pride Wealth Ltd.
- Markets: No liability for actions taken by market authorities or regulators.

34. AMENDMENTS TO AGREEMENT

The agreement can be amended and updated on the website. Oral agreements contrary to the written terms are not recognized. Failure to enforce a provision does not waive it, and continued use of the services after amendments constitutes acceptance of the changes. Amendments apply to all positions and orders.

35. TERMINATION OF BUSINESS RELATIONS

- **Our Right to Terminate:** Pride Wealth Ltd can terminate the agreement and close the account at any time for any reason.
- **Your Right to Terminate:** The customer can terminate the agreement by giving written notice. The account will be closed after all positions are settled.
- **Reservation of Rights:** We may refuse new trades or orders after notice of termination.
- **Suspension or Permanent Withdrawal with Notice:** We may suspend or withdraw electronic services with 10 days' notice.
- **Immediate Suspension or Permanent Withdrawal:** We can suspend or withdraw electronic services immediately for reasons such as non-compliance or technical issues.

36. FORCE MAJEURE EVENTS

Pride Wealth Ltd may respond to emergencies or exceptional market conditions by increasing deposit requirements, closing open contracts, or modifying agreement terms if a Force Majeure Event occurs.

37. ENTIRE AGREEMENT

This agreement represents the full understanding between the parties. If any provision is invalid under the law, it will be ineffective only to that extent without invalidating the entire agreement.

38. HEADINGS

Headings are for descriptive purposes only and do not modify or qualify the rights and obligations in the agreement.

39. GOVERNING LAW

The agreement is governed by the laws of Saint Lucia. Claims must be brought within three months of the cause of action. The agreement pertains only to Pride Wealth Ltd and not to other companies in the Pride group.

40. JURISDICTION

Disputes related to the agreement will be adjudicated in courts within Saint Lucia or other jurisdictions deemed appropriate by Pride Wealth Ltd. The customer consents to the jurisdiction of these courts and waives claims regarding jurisdiction or venue.

41. ACCEPTANCE OF AGREEMENT

The agreement becomes effective upon acceptance by an authorized officer of Pride Wealth Ltd.

42. MULTIPLE ACCOUNTS

Pride Wealth Ltd may change account numbers, and this agreement remains in effect. Any closed and reopened accounts or additional accounts will be covered by this agreement unless a new agreement is signed.

43. ASSIGNMENT

Pride Wealth Ltd may assign the customer's account to another commodity principal with prior notice. The customer cannot assign their rights or obligations without Pride Wealth Ltd's written consent; such attempted assignments are null and void.

44. CUSTOMER ACKNOWLEDGMENTS

The customer acknowledges that the customer has read and understood all the terms and conditions of this agreement and shall be bound by them as set forth above. The customer also acknowledges that trading in commodity contracts is speculative, involves a high degree of risk and is appropriate only for people who can assume risk of loss more than their margin deposits.

In this respect, the customer further acknowledges having read and understood the customer risk disclosure statement prior to this agreement. The customer agrees only to enter transactions that are within the customer's financial means. The customer confirms that the customer is taking on and can take on any risk that may arise from such transactions.