PRIME DESK

MULTI-ASSET INSTITUTIONAL-GRADE BROKERAGE

Client Agreement

Terms Governing the Relationship Between
Prime Desk Ltd. and its Clients

Company Registration Number 2026-00429
Saint Lucia International Business Company
Version 1.0 · Reference PD·LEG·01

PLEASE READ THIS DOCUMENT IN FULL BEFORE OPENING AN ACCOUNT

WWW.PRIME-DESK.COM

1 — Introduction

1.1 The Parties

This Client Agreement (the "Agreement") is made between **Prime Desk Ltd.**, an International Business Company incorporated in Saint Lucia under company number 2026-00429, with its registered office at Top Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia LC01 401 (the "Company", "we", "us"), and the person who opens an account with the Company (the "Client", "you").

1.2 What This Agreement Covers

This Agreement sets out the terms on which the Company provides access to trading in foreign exchange and contracts for difference. It takes effect when you accept it during account registration, or when you first fund or trade on an account, whichever occurs first, and remains in force until terminated under Section 14.

1.3 Documents Forming Part of This Agreement

The following documents, each published at www.prime-desk.com, form part of this Agreement and are binding on you:

- Risk Disclosure
- Order Execution Policy and Best Execution Policy
- Conflicts of Interest Policy
- Complaints Handling Policy
- AML and KYC Policy
- Client Money Policy
- Client Categorisation Policy
- Margin and Stop-Out Policy
- Deposit and Withdrawal Terms
- Privacy Policy and Cookie Policy
- Website Terms and Conditions

Where this Agreement conflicts with any of those documents, this Agreement prevails unless the other document states otherwise.

1.4 Definitions

Account	Any trading account opened in your name with the Company.
Balance	The result of all closed activity on the Account.
Equity	Balance adjusted for the floating profit and loss of open positions.
Margin Level	Equity divided by used margin, expressed as a percentage.
Platform	The electronic trading platform made available by the Company, currently MetaTrader 5.
Lot	The standard unit of trading volume for an instrument, as published in the contract specifications.
Business Day	Any day other than a Saturday, Sunday, or public holiday in Saint Lucia.

2 — Eligibility

2.1 Who May Open an Account

You may open an Account only if you are at least eighteen (18) years of age, have full legal capacity, and are not resident in or a national of a jurisdiction in which the Company does not offer services.

2.2 Restricted Jurisdictions

The Company does not provide services to residents of the **United States of America, Türkiye, the United Arab Emirates, India, or Saint Lucia**. This list may be amended from time to time and the current list is published on our website. Where the Company discovers that an Account has been opened in breach of this clause, it may close the Account and return the remaining balance to its source.

2.3 Your Representations

a) All information you provide is true, complete, and not misleading, and you will notify us promptly of any change.

b) You act for your own account and not on behalf of any undisclosed person.

c) The funds you deposit are lawfully yours, derive from a legitimate source, and are not the proceeds of crime.

d) You are not a politically exposed person, or if you are, you have disclosed that fact to us.

e) You are not subject to any sanctions regime and do not act for any sanctioned person or entity.

f) You understand the nature and risks of leveraged trading and can bear the loss of your entire investment.

3 — Account Opening

3.1 Application and Verification

An application is not accepted until the Company has completed its verification checks. You must provide identity documents, proof of address, and, where requested, evidence of source of funds. The Company may decline any application at its discretion and is not obliged to give reasons.

3.2 Access and Security

You are responsible for keeping your credentials confidential. Any instruction received through your credentials is treated as given by you. You must notify us immediately of any suspected unauthorised access. The Company is not liable for losses arising from your failure to protect your credentials.

3.3 Ongoing Due Diligence

The Company may at any time request updated documentation and may suspend an Account, refuse a transaction, or restrict withdrawals pending receipt of that documentation.

4 — Trading Terms

4.1 Nature of the Service

The Company provides an execution-only service. We do not provide investment advice, portfolio management, or personal recommendations. Nothing said or published by the Company or its staff constitutes advice, and you trade entirely on your own judgement.

4.2 Orders and Execution

a) Orders are placed through the Platform and are executed in accordance with the Order Execution Policy.

b) An order is accepted only when confirmed by the server. A request shown on your screen is not confirmation of execution.

c) Prices are indicative until execution. Slippage, whether favourable or unfavourable, may occur in fast markets.

d) The Company may refuse, cancel, or amend an order where it exceeds a limit, breaches this Agreement, results from an error, or cannot be hedged with a liquidity provider.

e) You may not place, modify, or close an order in another person's account, and no employee of the Company will do so in yours.

4.3 Instruments and Specifications

Contract sizes, trading hours, minimum and maximum volumes, and other specifications are published on the Platform and may be amended by the Company. Amendments take effect when published.

4.4 Quotes and Manifest Error

Where a price is materially incorrect by reference to the underlying market at the time of execution, the Company may void the affected trade or adjust it to the correct market price, acting in good faith and notifying you of the action taken.

4.5 Platform Availability

The Company does not warrant uninterrupted access to the Platform. Access may be suspended for maintenance, in the event of a technical failure, or where required for security. The Company is not liable for losses arising from an interruption outside its reasonable control.

4.6 Costs

The cost of trading comprises the spread, and where applicable a commission and swap, as published for the account type you hold. Cost parameters vary by account type and are published on our website and Platform. The Company may amend them on notice.

5 — Leverage, Margin & Stop-Out

5.1 Leverage

Leverage is set by account type and may be amended by the Company at any time, including during periods of heightened volatility, around scheduled economic events, or where your exposure warrants it. A reduction in leverage increases the margin required and may cause positions to be closed.

5.2 Margin

You must maintain sufficient margin to support your open positions at all times. Margin requirements are calculated by the Platform and are your responsibility to monitor. The Company is under no obligation to notify you that your margin level is falling.

5.3 Margin Call and Stop-Out

EVENT	EFFECT
Margin call	A warning that your margin level has fallen to the notification threshold. You should deposit additional funds or reduce exposure.
Stop-out	Positions are closed automatically, beginning with the largest loss, once the margin level falls below the stop-out level for your account type.

Stop-out levels are published for each account type and set out in the Margin and Stop-Out Policy. A margin call is a courtesy, not a condition precedent to a stop-out: the Company may close positions without prior warning.

IMPORTANT

A stop-out is an automated process and does not guarantee closure at any particular price. In a gapping or illiquid market, positions may be closed at a price materially worse than the stop-out level, and your losses may exceed the balance shown at the moment the stop-out was triggered.

5.4 Negative Balance

Where market conditions cause the Account to close with a negative balance, the Company may at its discretion reset the balance to zero. Any such reset is a discretionary act, is not a right, and does not apply where the negative balance results from abusive trading under Section 7.

5.5 Position Limits

The Company may set limits on the size or number of positions you hold, in aggregate or in a single instrument, and may require you to reduce exposure within a stated period.

6 — Client Money, Deposits & Withdrawals

6.1 Segregation

Client funds are held in accounts separate from the Company's own operating funds and are not used to finance the Company's business. Client funds are never pledged, lent, or invested on the Company's own account. Full terms are set out in the Client Money Policy.

6.2 Deposits

a) Deposits are accepted only from a source held in your own name. Third-party payments are refused and returned.

b) Funds are credited once cleared and received by the Company.

c) Payment provider, conversion, and transfer costs are borne by you unless stated otherwise.

d) The Company may refuse a deposit where its source cannot be verified.

6.3 Withdrawals

a) Withdrawals are paid to the same method and account from which funds were deposited, to the extent of the original deposit.

b) You may not withdraw funds committed as margin for open positions.

c) Withdrawal requests are processed within the period stated in the Deposit and Withdrawal Terms.

d) The Company may withhold a withdrawal where verification is incomplete, where the request is subject to review under the AML and KYC Policy, or where a chargeback or dispute is outstanding.

e) Withdrawals on accounts subject to specific terms, including challenge accounts, are further limited by the terms published for that account type.

6.4 Chargebacks

Where a deposit is reversed by a payment provider, the Company may close open positions, suspend the Account, and recover the reversed amount together with any costs incurred.

6.5 Dormant Accounts

An Account with no trading activity for twelve (12) consecutive months may be classified as dormant and subject to an administration fee, as published in the Deposit and Withdrawal Terms. You will be notified before any fee is applied.

6.6 Set-Off

The Company may set off any amount you owe it against any amount held for you across all of your Accounts.

7 — Prohibited Trading Practices

The following are prohibited. Where the Company determines, acting reasonably, that any has occurred, it may void the affected trades, deduct the resulting profit, close positions, suspend or terminate the Account, and withhold withdrawal of amounts derived from the conduct.

a) **Latency and arbitrage abuse** — exploiting delayed, erroneous, or off-market pricing, including through toxic order flow.

b) **Manipulation of the Platform** — use of software, scripts, or techniques intended to exploit a technical fault or gain an unfair execution advantage.

c) **Coordinated or opposing positions** — trading in concert across multiple accounts, or holding opposing positions across accounts, to extract a benefit that could not be obtained on a single account.

d) **Abuse of promotions** — opening multiple accounts or using third parties to obtain a bonus, rebate, or promotional benefit more than once.

e) **Unlawful use** — any use of the Account for money laundering, terrorist financing, sanctions evasion, or other unlawful purpose.

f) **False information** — providing or maintaining information you know to be untrue.

Where funds have already been withdrawn in connection with prohibited conduct, the Company reserves the right to recover them.

8 — Bonuses, Rebates & Promotions

8.1 Discretionary Nature

Any bonus, credit, rebate, gift, or promotional benefit is offered at the Company's sole discretion, is subject to its own written terms, and may be withdrawn, amended, or cancelled at any time. No promotion constitutes a promise of profit or a guarantee against loss.

8.2 Conditions

a) A promotional credit is not withdrawable unless its published terms expressly permit it.

b) The Company may remove a promotional credit on withdrawal of the underlying deposit, on Account closure, or on breach of the promotion's terms.

c) Where a promotion is described as loss coverage, it applies only within the percentage, period, and conditions stated in writing at the time it is granted.

d) One promotion applies per client, per household, and per device unless expressly stated otherwise.

9 — Liability

9.1 Limitation

The Company is liable only for loss directly caused by its own fraud, wilful default, or gross negligence. It is not liable for indirect or consequential loss, loss of profit, or loss of opportunity.

9.2 Matters Outside Our Control

The Company is not liable for loss arising from your internet connection or equipment, the act or omission of a liquidity provider, payment provider, or other third party, or from any event described at Section 9.3.

9.3 Force Majeure

A force majeure event includes market disruption or suspension, the failure or closure of a liquidity provider, extraordinary volatility, regulatory or governmental action, war, terrorism, civil unrest, natural disaster, pandemic, power or communications failure, and cyber attack. During such an event the Company may widen spreads, increase margin requirements, close positions, suspend trading, or take any other step it considers reasonable.

9.4 Indemnity

You indemnify the Company against any cost, claim, or liability arising from your breach of this Agreement or from any unlawful or abusive use of your Account.

10 — Communications & Records

Communications are conducted in English unless otherwise agreed, and where a translation is provided for convenience the English text prevails. Notices are sent to the email address on your Account and are deemed received on the day of sending. The Company may record telephone calls and retain electronic correspondence; those records are its property and are admissible as evidence of an instruction.

11 — Conflicts of Interest

The Company maintains arrangements to identify and manage conflicts between its interests and yours, as set out in the Conflicts of Interest Policy. Where a conflict cannot be managed such that the risk of damage to your interests is prevented, the Company will disclose it to you before proceeding.

12 — Complaints

Complaints should be sent to **complaints@prime-desk.com** and are handled under the Complaints Handling Policy, which sets out acknowledgement and resolution periods and the escalation route available to you.

13 — Amendment

The Company may amend this Agreement and any document forming part of it. Material changes take effect not less than seven (7) days after publication or notification, except where a change is required immediately by law, by a counterparty, or to protect client funds, in which case it takes effect on publication. Continued use of your Account after a change takes effect constitutes acceptance.

14 — Suspension & Termination

14.1 By You

You may terminate this Agreement at any time by written notice, provided no position is open and no amount is owed to the Company.

14.2 By the Company

The Company may terminate on seven (7) days' written notice, and immediately where you breach this Agreement, where required by law or a competent authority, where you provide false information, or where your conduct falls within Section 7.

14.3 Effect

On termination, open positions are closed, amounts owed become immediately due, and the remaining balance is returned to you subject to completed verification. Termination does not affect rights or obligations accrued before it took effect.

15 — Data & Intellectual Property

Personal data is processed in accordance with the Privacy Policy and the Cookie Policy. All rights in the Platform, the Company's website, market data, branding, and materials remain with the Company or its licensors. You are granted a personal, non-transferable, revocable licence to use them for trading on your own Account only.

16 — General

Entire agreement	This Agreement and the documents listed at 1.3 constitute the entire agreement between the parties on its subject matter.
Assignment	You may not assign your rights. The Company may assign or transfer its rights and obligations on notice to you.
Severability	If a provision is held invalid, it is severed and the remainder continues in force.
No waiver	A failure to exercise a right is not a waiver of it.
Third parties	No person other than the parties has any right under this Agreement.
Language	English is the governing language of this Agreement.

17 — Governing Law & Disputes

This Agreement is governed by the laws of Saint Lucia. Any dispute shall first be raised under the Complaints Handling Policy. Where it is not resolved within thirty (30) days, the parties shall seek to settle it by good-faith negotiation for a further fourteen (14) days, and failing that the dispute shall be referred to binding arbitration seated in the Republic of Iraq or in Saint Lucia as agreed between the parties, and failing agreement, in Saint Lucia. The language of the proceedings shall be English.

Regulatory Standing

Prime Desk Ltd. is incorporated in Saint Lucia and is **not authorised or regulated by a Tier-1 financial regulator**. Accordingly, the statutory investor compensation and protection schemes available in such jurisdictions do not apply to your Account. The Company holds itself to an internal compliance and governance framework modelled on the requirements of major regulated jurisdictions, segregates client funds, and publishes the policies listed at Section 1.3. You should consider this carefully, and take independent advice if in any doubt, before depositing funds.

RISK WARNING

Trading foreign exchange and contracts for difference is highly speculative, carries a high level of risk, and is not suitable for all investors. You may sustain a loss of some or all of your invested capital and should not speculate with capital that you cannot afford to lose. You should be aware of all the risks associated with trading on margin and seek advice from an independent financial adviser if you have any doubts. The Risk Disclosure forms part of this Agreement and should be read in full.

ACKNOWLEDGEMENT

By opening an Account, funding it, or placing a trade, you confirm that you have read, understood, and agree to be bound by this Agreement and the documents listed at Section 1.3; that the information you have provided is true and complete; and that you accept the risks of leveraged trading.

Contact

General	info@prime-desk.com
Client Support	support@prime-desk.com
Complaints	complaints@prime-desk.com
Registered Office	Top Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia LC01 401