

## SERVICE AGREEMENT

PERFORMANCE RONNARU COMPANY LTD

**AGREEMENT FOR THE PROVISIONS OF SERVICES**

This Agreement is made today \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Between:

**Performance Ronnaru Company Ltd** Reg. No. HE317107 is a Company incorporated and registered in the Republic of Cyprus, authorized and regulated by Cysec under license number 253/14 having its registered office and contact address at: 7B, Andrea Papakosta Str. 1307 Nicosia, Cyprus, contact telephone: (+357) 22 250328, contact fax: (+357) 22 250326 (hereinafter called the "Investment Firm", "IF", "We, "Us"), carrying on the provision of Investment and Ancillary Services in accordance with the relevant authorization of the Cyprus Securities and Exchange Commission, on the one part, and

\_\_\_\_\_

with Registration No.....  
Registered Office.....  
Contact telephone number(s) .....  
Fax number .....  
E-mail.....

**BY THIS AGREEMENT THE PARTIES AGREE TO AND ACCEPT THE TERMS AND CONDITIONS AS STIPULATED OF THIS AGREEMENT.**

The Agreement is in English version and has been drafted in duplicate, one copy is retained by the IF and the other is delivered to the Client, each of which are considered as an original.

**1. General**

1.1 The Company onboards solely per se professional, Eligible Counterparties. You have the right to request for a different categorization provided that, You are aware that the Company may at its full discretion cease to offer You services as these are described herein.

1.2 The Client accepts that when categorizing the Client and dealing with him, the Company shall rely on the accuracy, completeness and correctness of the information provided by the Client in his Registration Form and the Client has the responsibility to immediately notify the Company in writing if such information changes at any time thereafter;

1.3 The Company reserves the right to review the Client's Categorization and change his categorization if this is deemed necessary (subject to Applicable Regulations).

**2. Effective period, Client Application**

2.1 This Service Agreement shall come into force and effect on the signature date and will continue unless or until terminated by either Party.

2.2 This Service Agreement relates to transactions in Instruments.

2.3 The Company is not obliged to accept the Client until the Client provides to the Company all the required documentation properly and fully completed.

2.4 The Company reserves the right not to accept a prospective Client as its Client for any reason, and the Company reserves the right not to disclose the reason(s) regarding such decision.

2.5 The Company shall assume that information about knowledge and experience provided from You to the Company, is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete and/or misleading and/or changes and/or becomes inaccurate and the Company shall be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes;

2.6 The Company reserves the right to request additional information from the Client, other than what is referred to in this Agreement, to allow it to comply with its regulatory obligations. The Client agrees to comply with any request for further information as the Company shall reasonably require.

### 3. Client's capacity

3.1 The present Agreement and all relevant transactions are subject to relevant regulations applied from time to time that You have to comply with, and in any conflict between provisions of this Agreement and applicable relevant regulations, the applicable relevant relations will prevail.

3.2 If a Regulatory Body makes an inquiry in relation to any of Your Transactions, then you will fully and unconditionally co-operate with the Company and immediately provide all requested information.

### 4. Services Provided

4.1 The Company provides its Services and exercises its activities based on the Operation License granted by CySEC and is entitled to provide the Services and exercise its activities for only those and in regards only to those Financial Instruments that are stated in its Operation License and/or any future amendments or additions to it. The Company may work exclusively according to the respective, valid law and legal provision of the Republic of Cyprus and will offer the following services to you:

#### Core Services:

- Execution of orders on behalf of clients

#### Ancillary Services:

- Safekeeping and administration of financial instruments, including custodianship and related services
- Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction
- Foreign exchange services where these are connected to the provision of investment services.

4.2 The Company will provide you the **service of execution of orders**, being executable prices to trade/transact in financial instruments which the Company is authorized to transact in, (hereinafter **the "Service"**).

The Service is facilitated by the procedural &/or electronic arrangements in place for archiving the Service (hereinafter the "System"), and which take the form, of either a Company's system, or shared system(s) between the Parties.

## **5. Platform and Electronic Trading**

5.1 Upon the execution of this Service Agreement the Client is entitled to apply for Access Data within the Company's Client Login, in order to be able to provide Orders for purchasing or selling the Financial Instruments and the Parties agree that the Company may at any time, at its absolute discretion, terminate or limit full or part access of the Client into its Trading System.

5.2 The Client commits not to allow any misuse (unauthorized and/or irregular use) of the Access Data and the Trading System in general and accepts liability for all the Orders made under its Access Data, even though these may have been conducted by his/her authorized representative, always subject to such representative where applicable law or the Law requires it, possessing and/or obtaining any and all appropriate licenses and/or authorization by CySEC and/or otherwise before acting in any manner.

5.3 The Client also understands and accepts that the Company shall not be held responsible in case unauthorized persons gain access to his/her personal data at the time these are transmitted between the Company and any third party via internet, telephone or other electronic means.

5.4 The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer, mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform or other systems of the Company.

5.5 The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform from his personal computer or mobile phone or tablet

5.6 The Company shall not be liable to the Client in the event that his computer system or mobile phone or tablet fails, is damaged or destroyed, and/or if the Client formats his records and data. The Company shall not be liable if the Client incurs delays or experiences any other form of data integrity problems that are a result of his hardware configuration or mismanagement.

5.7 Orders with the Company are placed on the Platform through the Client's personal computer or phone or tablet connected to the Internet. It is agreed and understood that the Company shall be entitled to rely and act on any Order placed on the Platform, without any further enquiry to the Client and any such Order shall be binding upon the Client;

## **6. Execution of Orders**

6.1 The Orders placed by the Client are received by the Company and transmitted for execution directly to the liquidity provider (called straight through processing or STP).

6.2 Orders carried out with or for Eligible Counterparties ("ECP"); Due to your categorization as Eligible Counterparty, you do not benefit from the Best Execution provisions under MiFID II.

6.3 The Operating (Trading) Time of the Company are:  
Round-the-clock from Monday 00:00:01 A.M Cyprus Time (GMT+ 2) through Friday 00:00:00 P.M Cyprus Time (GMT+2).The non-Operating (Trading) Time of the Company is from Saturday 00:00:01 A.M Cyprus Time (GMT+2) through Sunday 00:00:00 PM Cyprus Time (GMT +2) and on national holidays. Holidays shall be announced through the Website or through the internal mail supplied by the Company.

6.4 The Company may proceed to Stop Out when the margin level of the Client reaches the Stop Out level of 70%.

## **7. Prohibited Actions on the Platform**

7.1 It is absolutely prohibited for the Client to take any of the following actions in relation to the Company's systems and/or Platform and/or Client's Account(s):

- a) Use, without the prior and written consent of the Company, of any software which applies artificial intelligence analysis;
- b) Intercept, monitor, damage or modify any communication which is not intended for him;
- c) Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to hack into, distort, delete, damage or disassemble;
- d) Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations;
- e) Do anything that may violate the integrity of the Company computer system or Platform or cause such system(s) to malfunction or stop their operation;
- f) Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any Company security measures;
- g) Any action that could potentially allow the irregular or unauthorized access or use of the Platform;
- h) Send massive requests on the server which may cause delays in the execution time;
- i) Perform Abusive Trading.

7.2 Should the Company reasonably suspect that the Client has violated the terms of clause it is entitled to terminate the account as stated in paragraph 18.

## **8. Safety**

8.1 The Client agrees to keep secret and not to disclose his Access Code to any unauthorized person. The Client should change the initial password as provided by the Company;

8.2 The Client acknowledges that the Company bears no responsibility if unauthorized persons gain access to information, including electronic addresses, electronic communication, personal data and Access Codes, when these are transmitted between the Parties or any other party, using the Internet or other network communication facilities, post, telephone, or any other electronic means.

## **9. Advice**

9.1 The Company does not offer advice of any nature. As an Eligible Counterparty you represent and confirm that , You have knowledge and experience to make Your own judgments, evaluations and decide on any of your actions in relation to this present agreement including but not limited to the suitability and risk of any transaction You enter into.

9.2 Any information provided to the Client by the Company or made available is subject to change and it may be withdrawn at any time without prior notice.

## **10. Clients Funds**

10.1 Client funds are held in segregated accounts.

10.2 Unless otherwise notified by You, the Company may use your funds for the purpose of holding it as margin for effecting or maintaining Your transactions in financial instruments (the "Margin" ) and for reason of covering any of Your obligations under this present Agreement.

10.3 The Company shall pay directly to the Client any amounts payable by it and the Client may withdraw any amounts from the Client Account, not used for Margin covering, without closing it.

10.4 The Company may hold segregated funds on behalf of the Client, unless the Client notifies the Company otherwise, in a segregated account which will be located outside the Republic of Cyprus.

10.5 The Company will periodically reconcile the records and segregated funds with the records and accounts of the money the Company holds in segregated accounts.

10.6 Payment of funds will typically be made to the Client by the Company in the same business day with the client request and according to the business hours of the Company, extended to the next business day.

10.7 Payment of funds will typically be made to the Client within 7 (seven) business days, which includes its execution by the banks or payment institutions. The Client understands that the Company is not and cannot be responsible for the duration of processing of funds transfers by any banks or payment institutions.

10.8 The Company reserves the right to postpone any payment of funds, in cases where it has reasonable grounds to believe the Client is engaged in fraudulent activities, misuse of trading account and/or market abuse whilst carrying out its investigations. In such cases the Client shall be informed accordingly.

10.9 The Company may refuse any withdrawal made under a certain payment method and request for a different payment method whilst it also reserves the right to request further documentation in the course of processing any withdrawal.

## **11. Notices**

11.1 All the notices to the Company shall be sent to the postal address or email address which are made available in the Company's Website.

## **12. Commissions, charges and other related costs**

12.1 The Client undertakes to pay all stamp duties, fees, levies, duties or charges relating to this Service Agreement and any documentation which may be required for the carrying out of the Transactions and it shall be responsible for paying all filings, tax returns and reports on any transactions which should be made to any relevant authority, whether governmental or otherwise, and for the payment of all taxes which may occur from any Transaction.

12.2 The Client shall be solely responsible for all filings, tax returns and reports on any transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any contract or Transaction.

12.3 No commissions, zero spread and zero account charges relating to the maintenance of your trading account.

## **13. Client Complaints**

13.1 The Company shall maintain effective and transparent procedures for the reasonable and prompt handling of complaints received from the Client and shall keep a record of each complaint and the measures taken for its resolution or handling

13.2 The Parties agree to make every reasonable effort for resolving any disputes between them before commencing any litigation proceedings.

#### **14. Means of communication and Personal Data**

14.1 All communication between the Parties shall be in the English language unless specified otherwise by the Company.

14.2 The Client agrees to provide the Company with any information it may request in order to enable the Company to provide the Services and comply with the Applicable Regulations.

14.3 The Company reserves the right to record the telephone conversations between itself and the Client and any recordings shall be the Company's property and will be accepted as proof of the telephone conversations by both Parties. These recordings may be made with or without the use of a spoken warning, tone, or similar notification. The Client accepts and understands that the Company may provide these recordings to any competent court or other relevant authority.

14.4 You acknowledge that the personal information supplied it will be processed according to the '**Privacy Policy**' made available to the Client on the Website of the Company, which client confirm and accepts.

14.5 The Company is legally required to report to the Cyprus Securities and Exchange Commission ("CySEC"), information about the Client's transactions in financial instruments the underlying of which is traded on regulated market. Such information includes Client's personal detail, such as first name, last name, country of citizenship, date of birth and other personal identification data for individuals, and for legal entities, LEI code along with the name, surname and date of birth of the legal entity's decision-maker with respect to its account with Performance Ronnaru Company. The Client accepts the requirement for disclosure of the said information with the Competent Authorities, and thereby agrees to waive any rights to confidentiality regarding said information.

#### **15. Confidentiality**

15.1 The Company declares that it will treat the Client's data as confidential and will not disclose it to any person without the Client's prior written consent, except to those members of the Company's personnel who require information thereof for the performance of their duties, in whole or in part, throughout the term of this Service Agreement.

15.2 The Company, after the expiry or termination of this Service Agreement, for any reason whatsoever, may disclose any confidential non-public information concerning the Service Agreement and/or any operation carried out thereunder, if this is considered necessary in order for the Company to abide to a court decision or the legislation of the Republic of Cyprus, Regulatory or Supervisory Authorities of the Republic of Cyprus and the Law and to the Company's consultants, lawyers and auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality obligations herein as well.

15.3 The Company is not obliged to protect and not disclose any information in the event this information is made available to the public by (i) any of the Parties directly, or (ii) by the Parties' behavior and actions, or (iii) there was no obligation for confidentiality or non-disclosure at the moment the information was received by the Party which made the disclosure.

#### **16. Force Majeure Event**

16.1 The Company will not be liable or whatsoever responsible for any type of loss or damage which may occur in case of any failure, interruption, or delay in performing its obligations under this Service Agreement in the event such failure, interruption or delay derives from:

a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis;

- (b) Earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster;
- (c) Labor Disputes not including Disputes involving our workforce;
- (d) Suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations or governing bodies of organized trading platforms;
- (e) The declaration of a financial services moratorium by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- (f) Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or willful default of the Company), hacker attacks and other illegal actions against the Company's server and Trading System;
- (g) Any event, act or circumstances not reasonably within the control of the Company and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.

16.2 If a force majeure event occurs, the affected Party must notify the other Party of the circumstances and of the events beyond its reasonable control within three (3) Business Days.

16.3 If a force majeure event occurs the Company may suspend, freeze or close the Client's positions and request the revision of the executed transactions.

## **17. Events of Default**

17.1 Each of the following constitutes an Event of Default:

- a) Failure of the Client to perform any obligation due to the Company;
- b) If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent act in another jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- c) Where any representation or warranty made by the Client under this Agreement is or becomes untrue;
- d) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action.
- e) The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing;
- f) The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company;
- g) If the Company suspects that the Client is engaged in money laundering activities or terrorist financing or credit card fraud or other criminal activities;
- h) The Company reasonably suspects that the Client performed a Prohibited Action, as stated above in paragraph 7
- i) The Company reasonably suspects that the Client performed Abusive Trading;
- j) The Company reasonably suspects that the Client opened the Client's Trading Account fraudulently;

17.2 If an Event of Default occurs, the Company may, at its absolute discretion, at any time and without prior written notice, take one or more of the following actions:

- a) Terminate this Agreement immediately
- b) Cancel any Open Positions;



- c) Temporarily or permanently bar access to the Platform or suspend or prohibit any functions of the Platform;
- d) Reject any Order of the Client; e) Restrict the Client's trading activity;
- f) In the case of fraud, reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of the relevant country or of the payment service provider/financial institution;
- g) Cancel or reverse any profits generated through Abusive Trading. Losses resulting from Abusive Trading of the Client shall not be reversed;
- h) Take legal action for any losses suffered by the Company;

## **18. Termination**

18.1 Each party may terminate the present agreement, by informing the other Party in writing, with an immediate effect in case of voluntary or involuntary liquidation and or bankruptcy or in case any of the Parties is deprived of any or all of its necessary authorizations, permissions, or licenses to perform its respective activities or to provide its respective services.

18.2 Each Party may terminate this present Agreement, for no reason provided that a 30 calendar days written notice is delivered to the other Party

18.3 Upon termination of this Service Agreement by either Party, the Company shall terminate all and any access by the Client to the Trading Platform.

18.4 The Company has the right to suspend the Client's Trading Account for any good reason (including Abnormal Market Conditions).

## **19. Representations and warranties**

19.1 All the information provided by the Client is at any time true, accurate, exact and complete in all objective respects. The Client undertakes to notify the Company of any change in their personal circumstances regarding their name, passport details, residential address and tax residency status, as well as any other material change causing the information on the Application to open a Trading Account.

## **20. Client's records**

20.1 The Company is obliged to keep the Client's records for at least five years after the termination of this Service Agreement.

## **21. Protection of information**

21.1 Where the Company treats You as an Eligible Counterparty, you will be entitled to fewer protections and less information disclosure, under the Regulations, than You would be entitled to, as a professional or retail client.

21.2 The Company is not required to assess the appropriateness or suitability of any product or service that the Company provided to You or in relation to any transaction You may effect, and can assume and consider as granted/valid that, you have expertise to choose the most appropriate & suitable product or service, or transaction, for Yourself.

21.3 You acknowledge that you will not be entitled to compensation under the applicable Investor Compensation Fund.

21.4 You acknowledge that the Company shall have no liability for any network interventions, internet failures or interruptions happening while You are using the System.

21.5 Due to your categorization You acknowledge that the Company is not required to provide You with risk disclosures on the products or services that You select from the Company.

21.7 When providing the Services to Clients who are legal entities, the Company is only able to offer trading in Financial Contracts for Difference to such legal entities which have a valid LEI number.

## 22. Limitation of liability

22.1 You accept that, the Company will have no liability for any losses suffered by You for any special or consequential damages, loss of profit, or loss of goodwill arising and connected directly or indirectly to this present agreement.

22.2 You accept that the Company will have no liability for any internet breakdown

## 23. Consent

By signing this Agreement, the Client acknowledges to have read, understood and accepted all the information provided in the documents which forms part of this Agreement and the following policies available on the Website at the following url: [https://www.prcbroker.com/cy/legal\\_documents.html](https://www.prcbroker.com/cy/legal_documents.html)

Client Categorization Policy

Website Terms of Use

Risk Disclosure

Conflict of Interest Policy

Client Complaint Policy and Procedure

Remuneration

Privacy and Cookies Policy

Order Execution Policy

Parties hereto acknowledge that they have read the foregoing agreement, and by their initials and signatories that, they possess full and complete authority to execute this present agreement document.

The parties hereto have executed this Agreement today \_\_\_\_\_

### Client

### The Company

**SIGNATURE:**

**SIGNATURE:**

Full name:

Full name:

Title: Director

Title: Director



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