



KATO PRIME
GLOBAL ASSETS & EQUITIES

CLIENTS AGREEMENT TERMS & CONDITIONS

KATO PRIME LIMITED

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1. Website Terms and Conditions

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Your access to and use of this website is subject to these terms and conditions, our Customer Agreement (The Customer Agreement), and any notices, disclaimers, or other terms and conditions or other statements contained on this website (together referred to as the Terms and Conditions). By using this website, you agree to be bound by the applicable Terms and Conditions.

2. Visitor Responsibilities

The information on this website is not directed for residents of the United States of America and is not intended for distribution to or use by anyone in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of visitors of this website to ensure terms and conditions and to comply with any local laws or regulations to which they are subject.

3. No Investment Advice Given to You

This website is not designed for the purpose of providing personal finance or personal investment advice. The information provided does not consider your investment objectives, financial situation or special investment needs.

You should assess whether the information on this website is appropriate for your investment objectives, financial situation, and investment needs. You should do this before making any investment decisions based on the information on this website. You can make this assessment yourself or seek help from any independent financial advisor.

The information on this website does not constitute a recommendation to invest in any financial product or service offered by Kato Prime.

4. Product and Service

Not all products and services referenced on this website are provided by us. The identification or use of any third party products, services, websites or networks does not constitute a promotion of such products, services or websites or networks. This website allows you to access various websites or networks provided by people other than us via hypertext or other links.

We do not accept any responsibility or liability to any material on any website or network which is not under our control. You acknowledge that your access to a website or network via such link may require us to provide certain information about you to the owner of that website or network. Nothing in this website, product, service, website or network is in the form of Commodity Futures Trading except Kato Prime's product and or services.

5. Offers from Third Parties

This website may contain references to other special offers or promotions (other than Commodity Futures Trading offers and/or promotions) by persons who are not part of Kato Prime. Subject to applicable law without exception, Kato Prime makes no warranties or representations regarding the quality, accuracy, merchantability, or suitability of usability of the goods or services provided. The goods or services you obtain from these persons are at your own risk. You shall indemnify Kato Prime from all liabilities, losses, damages, costs and expenses arising out of relating to your acquisition of goods or services from any third party referenced in this website.

6. Dealing

This website contains public and client areas. The client area is accessible to client who have opened an account and contains our internet platform. The internet platform allows you to open and close positions with us and provides you with access to account information including your open positions and other features. You can open or close a position in the entry screen by pressing the relevant button. A confirmation will appear on the screen and the new position will be reflected in your account information.

7. Market Data

With respect to market data or other information that we or third-party service providers display on the Website,

such data is indicative only and we and such providers are not responsible or liable if such data or information is inaccurate or incomplete in any way;

we and such providers are not responsible or liable for any action you take or do not take based on such data or information; and

such data or information is the property of us and/or such providers and you are not permitted to retransmit, redistribute, publish, disclose, or display in whole or in part such data or information to third parties except as required by law or any regulations.

8. Investment Performance

Kato Prime does not guarantee a specific rate or return, the performance of any investment, or the payback of capital on any investment. Investment is subject to investment and other risks. Possible risks can include late payments and loss of income or invested capital.

9. Privacy

We will comply with the obligations imposed on us by applicable data protection laws. We will use the personal information you provide in accordance with the terms of the Customer Agreement and/or Privacy Notice.

10. Confidentiality

After you open an account with us, we will provide you with an account number and password. It is your obligation to maintain this confidentiality and must not disclose it to others. You acknowledge and agree that any instructions or communications sent by you or your behalf through our website are made at your own risk. You authorize us to rely on and act on, and treat as your sole and binding authority, any instructions given to us that we believe have been given by your or on your behalf by any agent or intermediary that we believe in good faith has been given authority by you. You acknowledge and agree that we reserve the right to rely on your account number and /or password to identify you and you agree that you will not disclose this information to anyone does not disclose this information to anyone not authorized by you.

11. Disclaimer and Limitation of Liability

To the maximum extent permitted by law, Kato Prime will not be liable in any way for any loss or damage you suffer through your use of or access to this website, or Kato Prime's failure to provide this website. Our liability for negligence, breach of contract or breach of any law as a result of our failure to provide for this website or any part thereof, or for any problems with this website, which cannot be excluded by law, is limited to options us and to the extent permitted by law, to supply this website or any part thereof back to you, or to pay to supply this website or any part thereof back to you.

12. Amendment

Although we have made every effort to ensure the accuracy of the information on this website, the information provided on this website is subject to change, often without notice. These Terms and Conditions may be modified from time to time by Kato Prime and you agree to continue to be bound by these Terms and Conditions as amended. We will give you notice of these changes by publishing the revised Terms and Conditions on this website – we will not notify you separately of these changes.

13. Separation

If all or part of a provision of these Terms and Conditions is void, unenforceable or illegal in a jurisdiction, then that provision or, where permitted, the relevant part thereof will be severed in respect of that jurisdiction. The remainder of the Terms and Conditions shall have full force and effect and the validity or enforceability of such provisions in any other jurisdiction shall not be affected. This clause will have no effect if the payment of compensation changes the nature of the Terms and Conditions or conflicts with public policy.

14. Intellectual Property Rights

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15. Dormant Account

15.1. An Account will be considered as a Dormant Account, if there is no financial (deposit/withdrawal) or trading activity (opening /closing orders) in the Account for a set period of 6 (six) months. Pending orders that have been cancelled as per section 15.2 and 15.3 shall not be considered as orders for the determination of the trading activity.

15.2. Dormant Accounts will be charged as follows:

- (a) 6 months - 1 year: a monthly Dormant Fee of 5 USD (Five US Dollars) (or the equivalent amount of the base currency of the Account at the date of the charge) on the remaining balance of the Account until the balance is 0 (zero).
- (b) 1 year – 2 year: a monthly Dormant Fee of 5 USD (Five US Dollars) (or the equivalent amount of the base currency of the Account at the date of the charge) on the remaining balance of the Account until the balance is 0 (zero).
- (c) 2 years – 3 years: a monthly Dormant Fee of 5 USD (Five US Dollars) (or the equivalent amount of the base currency of the Account at the date of the charge) on the remaining balance of the Account until the balance is 0 (zero).
- (d) More than 3 years: a monthly Dormant Fee equivalent to previous year monthly Dormant Fee plus 5 USD (Five USD Dollars) (or the equivalent amount of the base currency of the Account at the date of the charge) will be added for every additional year to, on the remaining balance of the Account until the balance is 0 (zero).

15.3. If the balance of the Account is less than the prescribed charges, the full remaining amount will be charged and the Company has the right to terminate the Account, upon a notice of termination to the Client.

15.4. There will be no charge if the balance in the Account is 0 (zero). The Company shall proceed with notifying the Client that his Account will be terminated with immediate effect. The Company undertakes to make good any valid claim against the released balances.

15.5. The Company reserves the right to charge the Dormant fee retroactively for any month in which the Company had the right to charge it but for technical reasons did not.

15.6. The Dormant Fee is charged for the maintenance, administration and compliance management of such Dormant Accounts.

15.7. For any information regarding the closure of accounts, please contact the Company at support@katoprime.com .

16. Notification

We may send notifications to the e-mail address you provide to us. It is your responsibility to ensure that you notify us of any changes to your e-mail address. Any notification we send to your e-mail address will be deemed to have been sent at the time of delivery.

17. Termination

We reserve the right to terminate your use of this website if we determine that you have violated the Terms and Conditions of our policy.

RISK WARNING: All financial products traded on margin carry high risks. They are not suitable for all investors because leverage has both positive and negative aspects. Your loss may exceed your initial investment amount. Therefore, before you decide to trade, please confirm that you understand the relevant risks, while taking into account your investment objectives and level of experience. Past performance does not represent future results. Seek advice from an independent professional if needed. For more details, please refer to “Customer Service Agreement”, Read more risk tips “Risk Disclosure Statement”. If you have any questions, please consult online customer service or contact us at support@katoprime.com.