



# Client Referral Agreement

PU Prime Financial Services LLC

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**Licensed Activity:** Capital Market Authority (CMA) Category 5 (Introduction and Promotion)

**Licence No.:** 20200000388

**Email:** [info@puprime.ae](mailto:info@puprime.ae)

**Web:** [www.puprime.ae](http://www.puprime.ae)

**Address:** The Prime Tower, Office No. 1209, Business Bay, Plot No. 68-0, Makani No. 25836 86879, Dubai, UAE

**RISK WARNING:**

*By entering into this Agreement, the Client acknowledges and agrees that the Introducer, acting in its capacity as a licensed entity under Category 5 of the United Arab Emirates Capital Market Authority (UAE CMA) regulations, is authorised solely to conduct introduction and promotional activities and facilitates the introduction of clients to third-party financial institutions, service providers, or counterparties (collectively, the “**Third Parties**”). The Introducer does not act as agent, fiduciary, partner, or representative of any Third Party.*

*The Client understands and accepts that any investment or financial activity undertaken with such Third Parties carries inherent risks, including but not limited to the risk of partial or total loss of capital, loss of anticipated profits, liquidity constraints, counterparty default, and market volatility. The Introducer does not provide investment advice, portfolio management, execution services, or any form of discretionary management, and makes no representations or warranties, whether express or implied, regarding the suitability, performance, creditworthiness, regulatory standing, or financial soundness of any Third Party or of any product or service offered by them.*

*The Introducer expressly disclaims, to the fullest extent permitted by applicable law, any responsibility or liability for any losses, damages, costs, expenses, or claims (whether direct, indirect, incidental, consequential, or otherwise) arising out of or in connection with the Client’s relationship or dealings with any Third Party, including, without limitation, losses resulting from market volatility, regulatory changes, insolvency, suspension of services, operational failures, cyber-security incidents, or the acts, omissions, or negligence of the Third Parties.*

*The Client acknowledges that any contractual relationship entered into with a Third Party is solely between the Client and that Third Party, and that the Introducer is not a party to, nor responsible for, the performance of any such agreement.*

*It is the sole responsibility of the Client to independently evaluate their financial position, investment objectives, level of experience, and risk tolerance prior to engaging with any Third Party. The Client is strongly encouraged to seek independent legal, financial, and tax advice before entering into any financial arrangement, and to carefully review all offering documents, risk disclosures, and contractual terms provided by the relevant Third Party.*

*By proceeding with any introduction, the Client confirms that they understand and accept the risks described above and assume full responsibility for any investment decisions made.*

## 1. THIS AGREEMENT

### 1.1. INTRODUCTION AND PROMOTION SERVICES

- 1.1.1. This agreement ("**Agreement**") constitutes the client agreement between (i) **PU PRIME FINANCIAL SERVICES LLC**, registered under the Capital Market Authority of United Arab Emirates ("**UAE**") with Licence No. 20200000388 and its registered address at The Prime Tower, Office No. 1209, Business Bay, Plot No. 68-0, Makani No. 25836 86879, Dubai, UAE (referred to as "**PUPFS**", "**Introducer and Promoter**", "**Us**" or "**We**") and (ii) you, as the client, whose particulars are set out under **Appendix A** hereto (referred to as the "**Client**" or "**You**").
- 1.1.2. Where the Client comprises two or more legal persons, any right granted to, or obligation imposed upon, the Client under this Agreement shall apply to each such person jointly and severally, and each shall be individually responsible for full performance of the Client's obligations.
- 1.1.3. We are registered with the UAE Capital Market Authority ("**CMA**") and subject to supervision by the UAE CMA, are licensed to carry out the introduction of Financial Services ("**Introduction**") and promotion of Financial Products ("**Promotion**") in such manner prescribed under CMA Decision 13 of 2021, Section 3, Chapter Five, Articles (6) and (7), respectively.
- 1.1.4. You have requested that We provide Promotion and/or Introduction services in relation to the Financial Products and/or Financial Services identified in **Appendix B** to this Agreement (the "**Services**"), and We agree to do so subject strictly to the terms and limitations set out herein.
- 1.1.5. This Agreement shall take effect on the date specified in **Appendix A** (the "**Effective Date**") and shall constitute the entire agreement between the Parties in respect of its subject matter, superseding and extinguishing all prior agreements, negotiations, representations, understandings, or arrangements, whether oral or written, relating thereto.
- a) The Parties agree that any terms, conditions, notices, disclosures, or policies published on the official website(s) of the Introducer and/or the Promoter, as amended from time to time, are incorporated by reference into this Agreement and shall form part of the contractual framework governing the Services. In the event of any inconsistency between this Agreement and the applicable website terms, the version of the website terms in force at the relevant time shall prevail, save as otherwise expressly provided in Clause 3(b).
  - b) For the avoidance of doubt, this Agreement together with the incorporated website terms (as amended from time to time) shall prevail over any prior or contemporaneous oral statements, informal communications, marketing materials, or representations. Each Party acknowledges and agrees that, in entering into this Agreement, it has not relied upon any statement, representation, warranty, or assurance that is not expressly set out herein or incorporated by reference. **Accordingly, no Party shall have any remedy in respect of any such non-contractual representation**, whether made negligently or otherwise. Nothing in this clause shall operate to limit or exclude liability for fraud or fraudulent misrepresentation to the extent prohibited by applicable law.

- c) Without prejudice to the foregoing, the Parties expressly agree that the Client Disclaimer contained in **Appendix C**, and acknowledged and accepted by each referred client during the registration or onboarding process on the official website of the PUPFS or the relevant third party financial institution, shall be deemed incorporated into and form an integral part of this Agreement. This shall include, without limitation, any acknowledgements of risk, limitations of liability, disclosures, or terms of use presented to the client at the point of onboarding.

1.1.6. Where this Agreement is made available in a language other than English, such version is provided for convenience and reference only. The English language version shall be the governing and legally binding version. In the event of any inconsistency or discrepancy between the English version and any translated version, the English version shall prevail.

1.1.7. By executing and returning this Agreement by email, electronically via our website, or by any other method indicating acceptance, or by taking any action consistent with acceptance of these terms, You confirm that You:

- a) have received, read and understood this Agreement; and
- b) agree to be bound by its terms and conditions and request that We provide the Services in accordance therewith.

1.1.8. You are strongly advised to read this Agreement carefully, together with any supplementary documents, disclosures, or policies provided to you that may apply to the Services.

## 1.2. DEFINITIONS AND INTERPRETATION

Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

**Authorised Representative** means a person authorised by the Client identified under **Appendix A**, to act on behalf of the Client and communicate with PUPFS' in his/her capacity as a duly authorised attorney of the Client.

**"Business Day"** means any day other than a Saturday, Sunday, or an official public holiday in the United Arab Emirates on which banks in the Emirate in which PUPFS is incorporated are generally open for business.

**Financial Product** means securities, the foreign securities, commodities contracts or structured products.

**Financial Service** means a financial service provided by a licensed body to its clients in accordance with the relevant license or approval obtained to practice the financial activity.

**Insolvency Event** means any steps taken for:

- (a) the winding-up, dissolution or administration of the Client;
- (b) the Client to enter any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them except for the purposes of a solvent reconstruction or amalgamation; or
- (c) a receiver, receiver and manager, or other controllers, administrator or similar officer to be appointed with respect to, or takes control of, the Client or any of the Client's assets and undertakings.

**Laws** means any local or foreign laws, regulation or judgment, court order or sanctions regimes which PUPFS is subject to.

**Notice** means a notice required or permitted to be given under this Agreement or for the purposes of this Agreement.

**Our Intellectual Property Rights** has the meaning given to it under Clause 5.3 of this Agreement.

**Experienced Investor** means an investor who, at the time of registration on the Category 5 Licensee's website, expressly declares themselves to be an experienced investor. This self-declaration shall be considered sufficient for the purposes of this Agreement, provided that it is obtained and recorded in accordance with applicable laws and regulations, including but not limited to the requirements set out under Section 3, Chapter Two of the Capital Market Authority (CMA) Decision No. 13 of 2021. Category 5 Licensee.

**Terms** mean these terms and conditions, together with all schedules, attachments or other documents attached.

**PUPFS, We, Our or Us** means PUPFS, its subsidiaries, holding companies, successors and/or assigns, as well as its officers, directors, employees and agents.

**Website** means the PUPFS website.

## **2. OBLIGATIONS OF THE INTRODUCER AND PROMOTER**

2.1 We shall provide the Services to You strictly within the scope of the Introduction and Promotion activities for which We are licensed by the UAE Capital Market Authority ("CMA") pursuant to CMA Decision No. 13 of 2021 (as amended). Our role is limited to those regulated activities expressly permitted under our Category 5 licence. For the avoidance of doubt, You acknowledge and agree that:

2.1.1. We do not provide any warranty, assurance, or guarantee as to the performance, profitability, creditworthiness, or outcome of any financial product or financial service, including without limitation those offered by any third-party financial institution to whom We introduce You or whose products We promote; and

2.1.2. We reserve the right to decline, suspend, or terminate the provision of Services to You where, in Our reasonable opinion, the continuation of such Services may: (i) result in a breach of applicable law or regulatory requirements; (ii) conflict with Our internal compliance, risk management, or business conduct policies; or (iii) otherwise expose Us to regulatory, legal, or reputational risk, and We are not obliged to provide reasons for exercising such discretion.

2.2 The Services provided by Us are strictly limited to the facilitation of introductions and the promotion of financial products or services, in accordance with CMA Decision No. 13 of 2021. We do not undertake any advisory, execution, discretionary, custodial, or portfolio management functions.

2.3 We shall comply with all applicable regulatory disclosure obligations, including the disclosure of any actual or potential conflicts of interest which could reasonably be expected to impair the provision of the Services in an impartial, fair, and professional manner.

2.4 We represent and warrant to You that We:

- 2.4.1. are duly incorporated and of good standing in the jurisdiction in which We are incorporated;
  - 2.4.2. hold the necessary regulatory authorisation from the UAE CMA to conduct the Services described in this Agreement; and
  - 2.4.3. operate and conduct, and shall undertake best efforts to continue to operate and conduct, the Services in accordance with all applicable Laws and regulations.
- 2.5 You expressly acknowledge and agree that, in providing the Services, PUPFS is under no obligation to:
- 2.5.1. assess, determine, or ensure the suitability or appropriateness of any financial product, service, or position for You;
  - 2.5.2. monitor, supervise, or provide ongoing advice in respect of any transaction or position entered into by You with a third party;
  - 2.5.3. restrict, prevent, or otherwise intervene in any financial decision made by You, including trading beyond Your financial capacity or risk tolerance; or
  - 2.5.4. guarantee or assume responsibility for the performance or outcome of any financial product or service promoted or introduced to You.

### **3. CLIENT OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

- 3.1. You warrant that:
- 3.1.1. where You are an individual (or more than one individual), You are each of full legal age, possess full legal capacity, and are competent to enter into this Agreement;
  - 3.1.2. where You are a partnership, firm, or body corporate, You are duly organised, validly existing, and in good standing under the laws of Your jurisdiction of incorporation or establishment, and possess full corporate power and authority to enter into and perform this Agreement;
  - 3.1.3. where You act in the capacity of trustee, You have been validly appointed as trustee, the trust instrument is valid and compliant with all applicable laws, You are authorised to enter into this Agreement in that capacity, You shall be personally liable in addition to Your capacity as trustee, and You are entitled to be indemnified out of the trust assets in respect of obligations incurred under this Agreement; and
  - 3.1.4. in all cases, this Agreement constitutes, and any related agreements will constitute, legal, valid, binding, and enforceable obligations upon You in accordance with their respective terms.
- 3.2. You further represent and warrant to PUPFS that:
- 3.2.1. Your execution and delivery of this Agreement, and performance of all Your obligations contemplated under this Agreement does not violate any Law applicable to You;
  - 3.2.2. all information provided by You to PUPFS is true, correct and complete, and You will provide us with all necessary information to enable Us to provide the agreed upon Services, and shall notify Us promptly of any changes to any such information;
  - 3.2.3. You acknowledge that any financial or investment decision made by You is undertaken independently and at Your sole discretion, and that You are under no obligation to act upon, rely upon, or implement any promotional material or communication provided by Us in the course of delivering the Services;
  - 3.2.4. where the Client comprises more than one legal person, the individual identified as the primary contact in **Appendix A** shall be authorised to receive

notices and communications on behalf of all such persons, without prejudice to the joint and several liability of each such person; and

- 3.2.5. You confirm that You do not have any undisclosed relationship, whether direct or indirect, with PUPFS, its directors, officers, employees, or affiliated entities that may give rise to a conflict of interest. You further confirm that You do not have any relationship with capital market institutions, listed companies, or members of their governing bodies which may create a regulatory or disclosure obligation. In the event that any such relationship exists or arises, You undertake to disclose this promptly to PUPFS in writing.

### 3.3. The Client:

- 3.3.1. expressly consents to PUPFS providing the Services described in this Agreement, including the introduction to and promotion of financial products or services offered by third-party financial institutions;
- 3.3.2. consents to being contacted by PUPFS and, where applicable, relevant third-party financial institutions introduced by PUPFS, using the contact details provided by the Client, including by electronic communication, in accordance with applicable law; and
- 3.3.3. undertakes to ensure that all contact details and information provided to PUPFS remain accurate and up to date, and acknowledges that PUPFS shall not be responsible for any failure of communication arising from inaccurate or outdated information.

## 4. REMUNERATION AND MONIES

- 4.1. No fees, charges, or commissions shall be payable by You to Us in consideration for the provision of the Services under this Agreement. For the avoidance of doubt, You acknowledge and agree that We do not receive, hold, control, or retain any client monies, deposits, investment funds, or other cash assets from You, whether directly or indirectly, in connection with the Services.
- 4.2. You further acknowledge and agree that, where applicable, We may receive remuneration, referral fees, marketing fees, or other forms of compensation from a provider of financial products and/or financial services in connection with the introduction and/or promotion of such products or services to You. Such remuneration shall be determined in accordance with the relevant provider's published fee schedules, commercial arrangements, or referral terms in effect from time to time.
- 4.3. You acknowledge that any remuneration received by Us from a third-party provider may give rise to a potential conflict of interest, and We undertake to comply with our regulatory obligations in respect of disclosure and management of such conflicts in accordance with applicable CMA requirements.

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Neither Party shall, without the prior written consent of the other Party::
  - 5.1.1. use, reproduce, display, distribute, or otherwise exploit the name, logo, trade marks, service marks, branding, or other intellectual property of the other Party; or
  - 5.1.2. make any representation, statement, or implication that it is affiliated with, endorsed by, authorised to act for, or otherwise connected with the other Party beyond the scope expressly permitted under this Agreement.

- 5.2. Neither Party shall enter into any commitment, undertaking, or obligation on behalf of the other Party, nor shall either Party hold itself out as having authority to bind the other Party in any manner whatsoever.
- 5.3. All intellectual property rights owned or controlled by Us, whether existing prior to the Effective Date or developed independently of this Agreement, shall remain Our sole and exclusive property (“**Our Intellectual Property Rights**”).

You acknowledge and agree that We own and shall retain all right, title, and interest in and to Our Intellectual Property Rights, including, without limitation, all documents, materials, promotional content, branding elements, methodologies, systems, software, tools, processes, templates, techniques, know-how, confidential information, technical data, designs, concepts, and any other proprietary materials used or made available in connection with the provision of the Services, including without limitation all Promotional Materials.

**Nothing in this Agreement shall operate to assign, transfer, licence, or otherwise confer upon You any ownership interest in Our Intellectual Property Rights, save for any limited, non-exclusive, revocable right to use such materials strictly for the purposes contemplated under this Agreement.**

- 5.4. Any unauthorised use, reproduction, or distribution of Our Intellectual Property Rights shall constitute a material breach of this Agreement and may give rise to injunctive relief and/or damages to the fullest extent permitted by applicable law.

## **6. AMENDMENT, ASSIGNMENT AND TERMINATION**

### **6.1. AMENDMENT**

6.1.1. The terms of this Agreement and any transactions under it may be amended by PUPFS at any time in its sole and absolute discretion. PUPFS will provide Notice to the Client of any such amendment. The Client agrees to be bound by the terms of such an amendment ten (10) Days after PUPFS has issued a notification to the Client. Where the Client disagrees with any such amendments, the Client may elect to terminate this Agreement in accordance with Clause 6.3 below.

6.1.2. Any other amendments must be agreed to in writing between PUPFS and the Client.

### **6.2. ASSIGNMENT**

Any rights or obligations that the Client may have pursuant to this Agreement shall not be assigned, transferred, sold, or otherwise conveyed, except with the prior written consent of PU Prime Dubai. PUPFS may, however, transfer any rights or obligations it may have pursuant to this Agreement to another party without the consent of the Client including, without limitation, in connection with a sale or transfer of all or part of PUPFS 'business to another person or entity.

## **7. TERMINATION**

- 7.1. This Agreement may be terminated at any time by either the Client or PUPFS by giving written Notice to the other Party. Termination shall take effect upon receipt of such Notice unless otherwise specified therein. Termination shall not affect:

- a) any transaction, introduction, or arrangement previously entered into;

- b) any rights, liabilities, or obligations accrued prior to the effective date of termination; or
  - c) any obligations of the Client arising in connection with engagements,
  - d) arrangements, or transactions entered into with third parties prior to termination.
- 7.2. Without prejudice to any other rights or remedies available to PUPFS, PUPFS may, at its sole discretion and with immediate effect, terminate this Agreement by written Notice to the Client if PUPFS becomes aware of, or reasonably suspects, any of the following:
- a) the Client has provided false, inaccurate, incomplete, or misleading information;
  - b) the Client has engaged, is engaging, or is suspected of engaging in money laundering, terrorist financing, sanctions breaches, or other financial crime;
  - c) the Client is subject to any official investigation, enforcement action, or regulatory inquiry by a competent authority;
  - d) circumstances exist which, in PUPFS's reasonable opinion, give rise to abnormal, suspicious, or irregular trading or transactional activity;
  - e) the Client is, or is reasonably suspected of being, in possession of non-public price-sensitive information ("inside information") in breach of applicable market conduct laws;
  - f) a Default Event (as defined in this Agreement) has occurred; or
  - g) an Insolvency Event has occurred in respect of the Client.

Upon such termination, PUPFS shall be released from any further obligation to provide the Services, without prejudice to any rights accrued prior to termination.

- 7.3. Within two (2) Business Days of termination of this Agreement, the Client shall, at PUPFS's election and in accordance with its written instructions, return or securely destroy all documents, materials, confidential information, and proprietary content received from PUPFS.
- 7.4. Obligations relating to payment (if any), confidentiality, intellectual property, indemnities, destruction of materials, and any other provisions which by their nature are intended to survive termination shall remain in full force and effect notwithstanding termination of this Agreement.

## **8. LIABILITY AND INDEMNITY**

- 8.1. The Client shall indemnify, defend, and hold harmless PUPFS, its directors, officers, employees, and affiliates from and against any and all liabilities, losses, claims, demands, actions, damages, costs, and expenses of whatsoever nature (including, without limitation, reasonable legal fees and related expenses), arising out of or in connection with:
- a) any negligence, fraud, wilful misconduct, or default by the Client;
  - b) any breach by the Client of this Agreement;
  - c) any violation by the Client of applicable laws, regulations, or regulatory requirements; or
  - d) any act or omission by the Client in connection with any third-party financial institution or service provider introduced pursuant to this Agreement.
- 8.2. The Client further agrees to reimburse PUPFS promptly upon demand for all reasonable costs, charges, and expenses (including legal fees on a full indemnity basis where permitted by law) incurred by PUPFS in enforcing its rights under this Agreement or in connection with any breach by the Client.

- 8.3. To the fullest extent permitted by applicable law, PUPFS shall not be liable for any loss, damage, cost, or expense incurred by the Client arising directly or indirectly from the acts or omissions of any third party, including any financial institution or service provider introduced to the Client. In particular, PUPFS shall not be liable for any indirect, incidental, special, or consequential loss, including loss of profits, loss of opportunity, loss of anticipated savings, or loss of business, whether or not such loss was foreseeable.
- 8.4. Nothing in this Agreement shall operate to exclude or limit any liability which cannot lawfully be excluded or limited under applicable UAE law, including liability arising from fraud or fraudulent misrepresentation.
- 8.5. The provisions of this Clause 8 shall survive termination or expiry of this Agreement for any reason.

## **9. INFORMATION AND CONFIDENTIALITY**

- 9.1. You agree that You shall provide Us with all necessary information to provide the agreed upon Services.
- 9.2. The Parties agree and acknowledge that any materials, documents, presentations, reports or other information shared by PUPFS with the Client in the course of providing the Services, and expressly informed to the Client as being part of the provision of Services, whether in written, electronic, or other form (collectively, the “**Promotional Materials**”), shall be deemed to be incorporated into this Agreement and shall form an integral part thereof. By receiving the Promotional Materials, the Client acknowledges and agrees that the contents, terms and any representations made within such Promotional Materials are binding on both Parties as if expressly included in the body of this Agreement. The Client further acknowledges and agrees that in the event of any inconsistency between the provisions of this Agreement and any information contained in the Promotional Materials, the provisions of this Agreement shall prevail.
- 9.3. PUPFS reserves the right to collect such information as is necessary from the Client to meet its obligations under the applicable Anti-Money Laundering and Counter-Terrorism Financing Laws. PUPFS may pass on information collected from the Client and relating to transactions as required by applicable Anti-Money Laundering and Counter-Terrorism Financing Laws and is under no obligation to inform the Client it has done so. PUPFS may undertake all such Anti-Money Laundering and Counter-Terrorism Financing checks in relation to the Client (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by PUPFS.
- 9.4. Personal information collected by PUPFS shall be treated as confidential and is protected by the applicable Data Protection Laws.
- 9.5. The Client accepts the risk of a third-party receiving confidential information concerning the Client and specifically releases and indemnifies PUPFS from any claim arising out of a third-party intercepting, accessing, monitoring or receiving any communication from a Client intended to be provided to PUPFS or from PUPFS intended to be provided to the Client.
- 9.6. The Client acknowledges and agrees that PUPFS may disclose the Client’s name and other personal and financial information about the Client, and any relevant details of an Authorized User, to its employees, representatives, officers, agents, third party financial institutions, introducing brokers and affiliates, as well as to a governmental entity or self-regulatory authority, an internet service provider or any other third-party agent or service provider for any purpose related to offering, providing, administering or maintaining the

PUPFS services, or to comply with applicable Laws. By entering into this Agreement, the Client hereby consents to the transmittal and/or processing of the Client's personal information within and/or outside the UAE.

- 9.7. The Client should be fully aware that in appropriate cases all communications and information concerning the Client held by PUPFS, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities. In addition, the Client agrees to comply with all applicable anti-money laundering and counter-terrorism financing laws, including, but not limited to, the requirement to obtain satisfactory evidence of the identity of any principal whom the Client may represent in any transaction entered into with PUPFS.

## **10. ELECTRONIC VERIFICATION TERMS AND CONDITIONS**

- 10.1. In order to comply with applicable anti-money laundering ("AML"), counter-terrorist financing ("CTF"), sanctions, and related regulatory obligations, PUPFS may be required to verify the identity of a Client prior to, and on an ongoing basis during, the provision of the Services. Such verification may include electronic identity verification conducted through authorised electronic systems and reputable external data sources.
- 10.2. For the purposes of electronic verification, PUPFS may request and process certain personal information relating to the Client, including but not limited to full name, residential address, date of birth, nationality, and details of identification documents (such as passport or Emirates ID information), and may validate such information against third-party databases or verification providers.
- 10.3. The Client acknowledges and agrees that:
- 10.3.1. PUPFS may collect, use, process, and disclose the Client's personal data to authorised third-party service providers, data verification agencies, or competent authorities for the purposes of conducting identity verification and complying with AML, CTF, sanctions, and other regulatory requirements;
  - 10.3.2. the Client shall provide accurate, complete, and up-to-date information for verification purposes and shall promptly notify PUPFS of any changes thereto; and
  - 10.3.3. it may constitute a criminal offence under applicable AML and CTF legislation to knowingly provide false, forged, incomplete, or misleading information or documentation in connection with identity verification requirements.
- 10.4. PUPFS reserves the right to delay, suspend, decline, or terminate the provision of Services where identity verification cannot be satisfactorily completed or where regulatory concerns arise.

## **11. COMPLAINTS PROCEDURE**

Details of our complaints handling process are set out in our Complaints Handling Policy, which is available on our official website. The policy outlines the procedure for submitting a complaint, the applicable review process, and the timeframes within which complaints will be addressed.

You acknowledge and agree that the availability of internal or external dispute resolution mechanisms shall not prejudice or restrict PUPFS's right to commence legal proceedings in any court of competent jurisdiction for the purpose of enforcing its rights or implementing any determination arising from a complaint.

Nothing in this clause shall limit any statutory rights available to You under applicable UAE law.

## **12. ELECTRONIC ACCEPTANCE**

- 12.1. By selecting "Agree", ticking an acceptance box, electronically signing, or otherwise indicating assent through the designated electronic interface during the registration, onboarding, or information submission process, the Client confirms that they have read, understood, and agreed to be legally bound by the terms and conditions of this Agreement. Such electronic acceptance shall constitute valid, binding, and enforceable execution of this Agreement by the Client and shall have the same legal force and effect as a handwritten signature.
- 12.2. The Client acknowledges and agrees that no physical signature, wet-ink execution, or paper copy of this Agreement shall be required for its validity or enforceability. PUPFS may retain electronic records of acceptance, including digital confirmations, system logs, IP records, time stamps, and related audit data, which shall be admissible and relied upon as conclusive evidence of the Client's agreement to the terms herein, to the fullest extent permitted by applicable law.

## **13. NOTICES AND COMMUNICATIONS**

- 13.1. PUPFS may, subject to Your prior authorisation, deliver any notice or communication under this Agreement to You or to Your authorised representative, as identified in **Appendix A** or as otherwise notified to PUPFS in writing from time to time.
- 13.2. Unless expressly provided otherwise in this Agreement, all notices, certificates, consents, approvals, waivers, and other communications given in connection with this Agreement:
  - 13.2.1. may be transmitted by electronic mail or by such other electronic means as PUPFS may specify from time to time;
  - 13.2.2. shall be issued or authorised by the sender (if an individual) or by a duly authorised representative of the sender (if a body corporate or other legal person); and
  - 13.2.3. shall be deemed received at the time of transmission, provided that no automated delivery failure notification or similar message indicating non-delivery has been received by the sender.
- 13.3. Communications shall take effect from the time they are deemed received in accordance with Clause 13.2, unless a later effective time is expressly specified in the communication.
- 13.4. The Client is responsible for ensuring that contact details provided to PUPFS remain accurate and up to date, and PUPFS shall not be liable for any delay or failure of communication resulting from inaccurate or outdated contact information.

## **14. GOVERNING LAW AND DISPUTE RESOLUTION**

- 14.1. This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, without regard to its conflicts of law principles.
- 14.2. If the Parties fail to resolve any dispute arising or in relation to this Agreement within a reasonable period from the date on which the dispute is first raised by either or both the Parties, the Parties agree that the dispute shall be referred to an external consultant

or advisor who specializes in the resolution of the dispute. Any decision made by the external consultant or advisor shall be final and binding on the Parties.

## **15. SEVERANCE**

- 15.1. A provision of the Agreement that is void, illegal or unenforceable is ineffective only to the extent of the provision's illegality or unenforceability, but the remaining provisions are not affected.
- 15.2. Any present or future legislation which operates to vary the Client's obligations in connection with this Agreement with the result that PUPFS' rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

## **16. RELATIONSHIP OF PARTIES**

The Parties acknowledge and agree that nothing in this Agreement shall be construed to create a partnership, joint venture, agency, fiduciary relationship, or any other relationship of a similar nature between the Parties. Each Party is an independent contractor, and no Party shall have any authority to bind or act on behalf of any other Party unless explicitly agreed in writing by both Parties. Each Party shall be solely responsible for its own operations, expenses, and obligations, and neither Party shall be liable for the acts or omissions of the other, except as expressly provided herein.

## **17. FORCE MAJEURE**

- 17.1. PUPFS shall not be liable for the non-performance or improper performance of its obligations under this Agreement, should PUPFS be prevented from or be unable to do so due to a Force Majeure Event.
- 17.2. A Force Majeure Event is defined to include (but is not limited to) any government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; labour disputes not including disputes involving the company's workforce; discontinuance or suspension of the operation of any market; failure of communication for any reason with market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the trading platform(s); any other extreme event beyond the reasonable control of the company which may suddenly or drastically affect the prices in any underlying asset / market as well as any other event, act and/or circumstances that shall have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within PUPFS's reasonable control, and the effect of that event(s) is such that PUPFS is not in a position to take any reasonable action to prevent.
- 17.3. If PUPFS determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) PUPFS may without prior written Notice and at any time take or omit to take all such actions as PUPFS deem to be reasonably appropriate in these circumstances.

## **18. FURTHER ACTS**

- 18.1. This Agreement may consist of several copies each signed by one or more parties to this Agreement. If so, the signed copies are treated as making up the one document.
- 18.2. The Client agrees to do anything PUPFS reasonably requests (such as obtaining consents, signing and producing documents and arranging documents to be completed and signed):
  - 18.2.1. to bind the Client and any other person intended to be bound under this Agreement;
  - 18.2.2. to show whether the Client is complying with this Agreement.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date electronically.**

This Agreement is executed by the Parties through electronic acceptance in accordance with Clause 12 (Electronic Acceptance) of the Agreement. By clicking "Agree," the Client confirms their acceptance of and consent to be bound by the terms of this Agreement. No physical signature is required.

**APPENDIX A**

**Effective Date and Client Information**

<b>Effective Date</b> :	
<b>Client Name</b> :	
<b>Client Classification</b> :	Experienced Investor
<b>Residential Address</b> <i>(if individual)</i> / <b>Registered Office Address</b> <i>(if corporate)</i>	
<b>E-mail Address:</b>	
<b>Passport and Identity No.</b> <i>(if individual)</i> / <b>Registration No.</b> <i>(if corporate)</i>	
<i>(if acting through authorized representatives)</i> :	
<b>Name, Address and Identity No. of Authorized Representative(s)</b>  <i>* Please attach a copy of the proof of authorization / attorney.</i>	
Method of Execution:	Electronic Acceptance via "Proceed" Button

## APPENDIX B

### Services

#### **Part A: Financial Products**

PU Prime Limited (Mauritius) offers access to the following financial products on regulated trading platforms:

1. **Foreign Exchange (Forex)**

Major, minor, and exotic currency pairs delivered via Contracts for Difference (CFDs) with leverage and real-time execution.

2. **Precious Metals**

- a. **Gold** with different currency pairs (XAUUSD, XAUEUR, XAUAUD, XAUJPY)
- b. **Silver** with different currency pairs (XAGUSD, XAGAUD).

3. **Oil & Commodities**

- a. Oil: WTI, Brent
- b. Commodities: Cotton, Sugar, Cocoa, Wheat

4. **Contracts for Difference (CFDs) – Equities and Indices**

- a. Shares (Equities): CFDs on global listed shares (UK Equities, US Equities, UAE Equities);
- b. Indices: CFDs on major stock indices (DJ30, Ger40, Nas100, SP500, UK100, FRA40, Nikkei 225 & etc);
- c. Futures: CFDs Future (DJ30ft, Ger40ft, Nas100ft, SP500ft & etc)

5. **CFDs - Cryptocurrencies**

CFDs on digital assets such as Bitcoin, Ethereum, Solana, Dogecoin and other major tokens.

6. **CFDs - Exchange-Traded Funds (ETFs)**

CFDs based on broad and thematic ETFs.

#### **Part B: Financial Services**

The following services are provided by PU Prime Mauritius in support of the above financial products:

1. **Order Execution Services**

Trade execution is provided through supported trading platforms connected to financial markets.

2. **Order Handling**

Client orders are submitted and processed via the supported trading platforms.

3. **Trading Platform Access**

Clients can trade through MetaTrader 4 (MT4), MetaTrader 5 (MT5), WebTrader, and mobile applications. Platforms support real-time pricing, order execution, and account management tools.

**4. Account Management**

Account opening, verification, funding and withdrawal processing, and leverage configuration are supported through the client portal.

**5. Risk Management Tools**

Standard trading risk control features such as stop-loss, margin alerts, and automatic stop-out mechanisms are available. VPS hosting is also offered.

**6. Swap-Free Account Option**

Swap-free accounts are available upon request, subject to eligibility and approval.

**7. Client Fund Protection**

Maintenance of segregated client bank accounts with authorized institutions. Strict internal controls to ensure separation from company funds.

## APPENDIX C

### Client Disclaimer

Please read the following important information carefully and confirm your understanding and agreement. By ticking the checkbox below, I confirm that I have read, understood, and agreed to all of the following:

• **Referral Consent (Deferred) - I understand and agree that no referral is being made by PU PRIME FINANCIAL SERVICES LLC at this stage.** I consent to being referred by PU PRIME FINANCIAL SERVICES LLC, licensed by the UAE Capital Market Authority (CMA) under Category 5 (Introduction), to PU PRIME LIMITED, a Full-Service Investment Dealer licensed by the Financial Services Commission of Mauritius. This referral shall only take effect upon the successful completion and approval of my client verification process by PU PRIME FINANCIAL SERVICES LLC. No referral relationship shall be deemed to exist, nor shall any regulated activity be initiated, unless and until the verification process has been successfully completed and approved.

• **Introducer Role and Data Sharing Authorisation** - I acknowledge that PU PRIME FINANCIAL SERVICES LLC is acting solely as an introducer and not as my broker or counterparty to any trades. I further authorise the sharing of my personal data between PU PRIME FINANCIAL SERVICES LLC and PU PRIME LIMITED for the purpose of facilitating my onboarding, account opening, and related financial services.

• **Verification and Approval** – I understand that my application is subject to client due diligence and verification procedures by PU PRIME FINANCIAL SERVICES LLC. Only upon successful completion of these procedures will I be referred to PU PRIME LIMITED, whose approval remains subject to its own internal review and discretion.

• **Risk Disclosure Acknowledgement** - I understand that Contracts for Difference (CFDs) are complex financial instruments traded on margin and carry a high level of risk. Leverage can work against me, and I may incur losses exceeding my initial deposit. I acknowledge the associated risk warnings, accept full responsibility for my trading decisions, and confirm that I am opening a real-money trading account at my own discretion and risk. I confirm that I have carefully considered my financial circumstances, trading objectives, and risk tolerance before choosing to engage in CFD trading or any other financial products and services introduced to me.

• **Legal Documents** - I acknowledge that I have reviewed and accepted all relevant documents provided on the PU PRIME website, including but not limited to the Client Referral Agreement, Risk Disclosures, Privacy Policy, and other applicable legal notices. I understand and confirm my agreement that the Client Referral Agreement will only take effect upon successful completion of KYC verification by PU PRIME FINANCIAL SERVICES LLC.

• I agree to be contacted by PU PRIME for account-related and marketing purposes, with the option to manage my marketing subscriptions at any time.