Client Agreement

Terms & Conditions of Business

Milele Prime Ltd · Effective: August 2026

1. Introduction and Parties

This Client Agreement (the "Agreement") is entered into between Milele Prime Ltd, a company incorporated in Saint Lucia with registered office at Ground Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia, operating under the trading name "Milele Prime" (the "Company", "we", "us" or "our"), and the person or entity that completes the account application and is accepted by the Company as a client (the "Client", "you" or "your").

This Agreement, together with the Risk Disclosure Warning, Order Execution Policy, Conflicts of Interest Policy, Money Laundering Prevention Policy, Complaints Handling Procedure, Privacy Policy, Cookie Policy, Website Terms of Use, and any account opening documentation, fee schedules, contract specifications and notices published on www.mileleprime.com (together, the "Operative Documents"), constitutes the entire agreement between the parties and supersedes all prior discussions, representations and understandings, and any statement on the Website or in marketing materials that does not form part of the Operative Documents. In the event of inconsistency, the Company shall determine in good faith which provision prevails.

By submitting an account application, ticking an acceptance box, funding an account, or placing any order, you confirm that you have read, understood and accepted all Operative Documents and that you agree to be legally bound by them.

2. Eligibility and Restricted Jurisdictions

The Company's services are available only to persons of legal age and full legal capacity in their jurisdiction of residence. The services are not directed at, and may not be used by, any person in any jurisdiction where such use would be contrary to applicable law or regulation, or where the Company has elected not to offer services ("Restricted Jurisdictions"). The current list of Restricted Jurisdictions is published on the Website and may be amended by the Company at any time without prior notice.

It is your sole responsibility to ascertain, before opening an account and on a continuing basis, whether your access to and use of the services is lawful in your jurisdiction. The Company makes no representation that the services are appropriate or available for use in any particular location, and accepts no liability arising from your use of the services in breach of local law.

The Company may, at its absolute discretion and without giving reasons, decline any application, decline to provide or continue providing any service to any person, or impose conditions on the provision of services.

3. Nature of Services: Execution Only

The Company provides an execution-only service in over-the-counter derivative products, including contracts for difference ("CFDs") on currency pairs, metals, energies, indices, shares and digital assets, and such other instruments as the Company may make available from time to time (the "Products").

The Company does not provide, and nothing on the Website, the trading platform, or in any communication from the Company or its personnel, partners or introducers shall be construed as, investment advice, financial advice, tax advice, legal advice, a personal recommendation, or a solicitation to enter into any transaction. Market commentary, signals, educational materials, analyst views, news and tools are provided for general information only, are not tailored to your circumstances, and must not be relied upon in making trading decisions.

You enter into every transaction solely in reliance on your own judgment. You are solely responsible for assessing whether any Product and any transaction is suitable and appropriate for you in light of your knowledge, experience, financial situation and objectives. The Company owes you no duty to assess suitability or appropriateness except to the extent mandated by applicable law, and owes you no fiduciary, advisory, trust or similar duties, and no duties beyond those expressly stated in this Agreement.

All Products are cash-settled contracts entered into with the Company as principal. You will not acquire, and are not entitled to, any interest in, or delivery of, any underlying asset, security, currency or digital asset, nor any voting, dividend or ownership rights in respect of any underlying instrument.

4. Dealing as Principal

The Company deals with you as principal and is the sole counterparty and sole execution venue for your transactions. Prices quoted by the Company are the Company's own prices, derived from sources the Company considers appropriate, and may differ from prices available elsewhere, including on any underlying market. You have no right to demand execution at any price other than the Company's quoted price, and closing a position is possible only with the Company.

You acknowledge and accept the conflicts of interest inherent in principal dealing, including that the Company's revenue may include spreads, mark-ups, commissions, swap charges and, in some circumstances, trading outcomes, and you consent to the Company acting notwithstanding such conflicts, as further described in the Conflicts of Interest Policy.

5. Account Opening, Verification and Ongoing Checks

You must provide complete, accurate and current information in the account application and promptly notify the Company of any change. The Company may rely on the information you provide without independent verification, and you bear all consequences of any inaccuracy or omission.

The Company will carry out identity verification, screening and due diligence checks as described in the Money Laundering Prevention Policy, and may repeat, extend or update such checks at any time. The Company may refuse, suspend or restrict the account, decline or reverse transactions, and withhold deposits or withdrawals, pending completion of any check, and shall not be liable for any resulting loss, cost, missed opportunity or delay.

You will operate the account solely for your own benefit and not on behalf of any third party unless expressly disclosed to and approved in writing by the Company.

6. Client Representations and Warranties

You represent, warrant and undertake, on the date of this Agreement and each time you place an order, that:

- you are of legal age and have full capacity and authority to enter into this Agreement and each transaction, and doing so does not violate any law, regulation, judgment or contract applicable to you;
- all information and documents provided to the Company are true, accurate, current and complete, and all funds deposited are your own, lawfully obtained, and not derived from or connected to any criminal activity;
- you are not located in, a resident, citizen or national of, or acting for the benefit of any person in, a Restricted Jurisdiction, and you are not a person subject to sanctions administered by any competent authority;
- you understand the nature and risks of leveraged over-the-counter derivatives, have read the Risk Disclosure Warning, and are financially able to bear the loss of the entire amount invested and any further amounts for which you may become liable;
- you act as principal for your own account, exercise your own independent judgment in all trading decisions, and do not rely on any communication from the Company as advice or recommendation;
- you will use the services and the trading platform only for lawful, good-faith trading purposes and in accordance with this Agreement; and
- you will comply with all tax obligations applicable to you, it being acknowledged that the Company provides no tax advice, makes no representation regarding your tax treatment, and has no responsibility for your tax affairs, save for any withholding or reporting the Company is legally required to perform.

Each representation is deemed repeated continuously for as long as the account remains open. Any breach constitutes an Event of Default under Section 17.

7. Orders, Execution and Pricing

Orders may be placed only through the means made available by the Company. An order is executed only when confirmed by the Company's systems; transmission of an order does not guarantee execution. Execution is subject to the Order Execution Policy, which you accept as reasonable and to which you consent, including express consent to execution outside a regulated market or trading facility.

All prices are indicative until execution. Quotes may change at any time, and the price at which an order is executed may differ from the price displayed when the order was submitted ("slippage"). Slippage may be positive or negative and may be significant in volatile, illiquid or fast markets, at market open, around news events, and over weekends or market closures. Stop loss, stop entry and similar orders are not guaranteed and will be executed at the first price the Company is reasonably able to provide once triggered, which may be materially worse than the order level. The Company shall have no liability for slippage, gapping, requotes, partial fills, delays, or failure or refusal to execute any order.

The Company may, at its discretion and without liability: set and vary minimum and maximum trade sizes, spreads, commissions and swap rates; widen spreads; restrict order types; limit the number or aggregate exposure of open positions; place any instrument in close-only mode; or remove any instrument, in each case at any time and with immediate effect.

8. Leverage, Margin and Close-Out

Leveraged trading requires you to maintain margin. Margin requirements per instrument and account type are published on the Website or the platform and may be changed by the Company at any time, with immediate effect and without prior individual notice, including in respect of open positions, where the Company considers it appropriate, including in anticipation of volatility, news events, market closures, reduced liquidity, or changes in your risk profile.

You are solely responsible for monitoring your account, your margin level and your open positions at all times. The Company may, but is not obliged to, notify you of margin calls; any margin call communication is provided as a courtesy only, and failure to send, or your failure to receive, a margin call does not affect the Company's rights.

If your margin level reaches or falls below the applicable close-out threshold, the Company may, without prior notice and without liability, close any or all of your open positions, in whole or in part, in any order and at such prices as the Company is reasonably able to obtain. Automatic close-out is provided on a best-efforts basis only: in fast or gapped markets, positions may be closed at levels substantially worse than the threshold, and close-out may fail, be delayed or be partial. The Company shall have no liability for closing, for failing to close, or for the timing, sequence or price of any close-out.

The Company provides negative balance protection: where your account balance becomes negative as a result of trading activity, the Company will adjust the balance to zero and you will not be required to pay the deficit. This protection does not apply where the negative balance arises from or in connection with a prohibited trading practice, abuse of this protection (including coordinated or opposite trading across accounts), fraud, or any breach of this Agreement; in such cases the negative balance is a debt immediately due and payable to the Company on demand, together with the Company's costs of recovery.

9. Prohibited Trading Practices

You must not engage in, and must not assist or permit any person to engage in, any abusive, manipulative or exploitative practice, including without limitation: exploiting price latency, delayed quotes, misquotes or connectivity errors; arbitrage of pricing errors or of promotions, bonuses or swap-free arrangements; coordinated or opposite trading across accounts (including with other persons) to extract riskless profit or abuse bonus terms; use of unauthorized automated systems, artificial intelligence exploits, or tools that interfere with the platform; churning; opening accounts under false identities; trading on the basis of inside information or manipulated markets; or any strategy the primary purpose of which is to profit from system characteristics rather than genuine market risk-taking.

Where the Company determines, in its sole discretion, that any account activity constitutes or is connected with a prohibited practice, the Company may, without notice and without liability: void, cancel or reverse the affected transactions ab initio and any profits or losses arising from them; adjust prices or account balances to the position that would have prevailed absent the practice; withhold or cancel bonuses, rebates or promotional benefits; charge an administration fee reflecting its costs; suspend, restrict or close the account; and terminate this Agreement. The Company's determination shall be final and binding, absent manifest error.

10. Manifest Errors and Off-Market Pricing

A "Manifest Error" is any error, omission, misquote or anomaly in pricing, execution, contract specifications, swaps, or account processing that is obvious or palpable, or that materially deviates from the prevailing fair market level, whether arising from the Company's systems, a liquidity or data provider, or otherwise.

The Company may, without your consent and without liability, and whether or not the error was in your favor: amend the terms of, void from the outset, or close at then-prevailing prices any transaction affected by a Manifest Error, and correct any related account entries. The Company will act within a reasonable time of becoming aware of the error, and its good-faith determination of whether a Manifest Error occurred, and of the corrective action, shall be conclusive.

11. Fees, Charges and Taxes

You shall pay the spreads, commissions, swap and rollover charges, conversion charges, inactivity fees, administrative fees and any other charges set out on the Website, the platform or the applicable fee schedule, each as amended by the Company from time to time with effect from publication. It is your responsibility to review the current charges before trading.

The Company may deduct any amount you owe it from any account you hold with the Company without prior notice. Dormant or inactive accounts may be charged the published inactivity fee and may be archived or closed. All fees, commissions, spreads, swap and other charges paid to the Company are non-refundable except as expressly stated. For the avoidance of doubt, this does not apply to deposited client funds, which remain withdrawable subject to this Agreement.

All amounts are exclusive of taxes, duties and levies, which are your sole responsibility. The Company may withhold or deduct amounts where required by applicable law.

12. Client Money, Deposits and Withdrawals

Client funds are held in accounts with such institutions as the Company selects. The Company exercises reasonable care in selecting such institutions but is not liable for their acts, omissions, insolvency or failure. Unless required by applicable law, funds may be held together with funds of other clients, and no interest is payable to you on any balance. You have no claim to any specific asset and rank as an unsecured creditor of the Company in respect of account balances, save as otherwise required by applicable law.

Deposits are accepted only from payment sources in your own name. Withdrawals will be returned to the originating source and method to the extent practicable, in the account base currency, net of applicable charges and conversion costs. The Company may decline third-party payments and may return them to source.

The Company may delay, decline or reverse any deposit or withdrawal, and may require additional documentation, where it considers it necessary for verification, security, fraud prevention, sanctions, chargeback, anti-money laundering or regulatory reasons, or where you have open positions, unsettled transactions, pending investigations or amounts owing to the Company. Withdrawal processing times are indicative only. The Company shall not be liable for any loss, cost or exchange-rate movement arising from any such delay, decline or reversal.

The Company has a general lien over, and a right of set-off against, all funds and balances held for you, as continuing security for all amounts you owe the Company, and may consolidate accounts and net balances at any time.

13. Trading Platform and Technology

The trading platform (including any third-party platform such as MetaTrader, and any web or mobile terminal), market data, tools and APIs (together, the "Platform") are provided "as is" and "as available", without warranty of any kind, express or implied, including as to accuracy, completeness, continuity, fitness for purpose or freedom from error, interruption, delay or vulnerability. Third-party platforms are licensed from their providers, and the Company is not responsible for their performance, availability, defects or discontinuation.

You are solely responsible for your own hardware, software, connectivity, power and security environment, for the confidentiality of your account credentials, and for all activity conducted through your credentials, which shall be deemed conducted by you. You must notify the Company immediately of any suspected unauthorized access; the Company bears no liability for losses arising before or after such notification from compromised credentials, except to the extent caused by the Company's own fraud.

The Company may suspend, restrict or withdraw the Platform or any feature at any time, including for maintenance, security or market disruption, and shall not be liable for any inability to access the Platform, transmit or execute orders, or manage positions, however arising.

Use of expert advisors, scripts, APIs, copy or social trading features and VPS services is at your own risk and may be restricted or disabled by the Company at any time. Signals or strategies of third parties, including copy-trading providers, are not vetted, endorsed or advised by the Company, and you bear all outcomes of following them.

14. Records, Communications and Reporting

The Company may record and monitor all communications and shall own such recordings, which, together with the Company's electronic records, logs and account statements, shall be conclusive evidence of their contents absent manifest error, and shall prevail over any records maintained by you or any third party.

You agree to receive all agreements, notices, confirmations, statements and other communications electronically, including by posting on the Website or Platform, by email to your registered address, or by platform notification, each of which is deemed received when sent or posted. You must review confirmations and statements promptly and must notify the Company of any objection within two (2) business days of posting, failing which they are deemed correct and accepted by you, absent manifest error.

15. Intellectual Property

All intellectual property rights in the Website, the Platform, the Company's brands, logos, content, data, software and documentation belong to the Company or its licensors. You are granted a personal, limited, revocable, non-exclusive, non-transferable license to use them solely for your own trading under this Agreement. You must not copy, distribute, reverse engineer, scrape, resell, commercially exploit, or create derivative works from any of them, and all rights not expressly granted are reserved.

16. Limitation of Liability and Indemnity

Nothing in this Agreement excludes or limits liability that cannot be excluded or limited under applicable law, including liability for fraud. Subject to that:

- The Company, its affiliates, and their respective directors, officers, employees, agents, liquidity and technology providers and introducers (the "Company Parties") shall not be liable for any indirect, incidental, special, consequential, punitive or exemplary loss, loss of profits, loss of opportunity, loss of anticipated savings, trading losses, loss of data, or loss of goodwill, however arising, even if advised of the possibility.
- The Company Parties shall not be liable for any loss arising from or connected with: market movements and volatility; slippage, gapping, spreads or liquidity conditions; execution, non-execution, delay or rejection of orders; margin close-out or the absence, failure, timing or level thereof; suspension or removal of instruments; acts, omissions, errors, insolvency or failure of any bank, payment provider, liquidity provider, data vendor, platform provider or other third party; Platform or connectivity failures; unauthorized access resulting from compromised credentials; your reliance on any information, signal, analysis or third-party strategy; changes in law or regulatory action; or any Force Majeure Event.
- The total aggregate liability of the Company Parties to you for all claims arising in any calendar year, however arising and whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total spreads, commissions and fees actually earned by the Company from your account in the three (3) months immediately preceding the first event giving rise to liability. This cap applies to claims for damages and does not limit the Company's obligation to return your own verified account balance in accordance with this Agreement.
- No claim may be brought by you against the Company more than twelve (12) months after the date on which the facts giving rise to the claim first arose, and you waive any longer limitation period to the fullest extent permitted by law.

You shall indemnify and hold harmless the Company Parties, on demand, from and against all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal fees, chargeback costs and recovery costs) arising out of or in connection with: your breach of this Agreement or applicable law; any inaccuracy in your representations; your account activity, taxes, or any negative balance excluded from negative balance protection under Section 8; any prohibited trading practice; claims by third parties relating to your account or your instructions; and any use of your credentials. This indemnity survives termination.

17. Default, Suspension and Termination

Each of the following is an "Event of Default": breach of this Agreement or any Operative Document; any representation being untrue or misleading; failure to pay any amount when due, including any negative balance excluded from negative balance protection under Section 8; actual or suspected prohibited trading practices, fraud, market abuse or money laundering; initiation of chargebacks or payment disputes; death, incapacity, insolvency or analogous events; sanctions exposure; regulatory or law-enforcement direction; provision of false documents; or any circumstance in which the Company reasonably considers action necessary to protect itself, other clients or the market.

On or at any time after an Event of Default, or where the Company otherwise considers it necessary, the Company may, without prior notice and without liability: suspend or restrict the account or any service; close, void or reverse any or all open positions at prevailing prices; cancel pending orders; convert balances; apply set-off; withhold, freeze or apply funds pending investigation or against amounts owed; report to competent authorities; and terminate this Agreement with immediate effect.

Either party may otherwise terminate this Agreement on notice; termination does not affect accrued rights and obligations, open transactions (which the Company may close), amounts owed, or provisions which by their nature survive, including Sections 6, 9, 10, 14, 15, 16, 18, 20 and 21. Following termination and settlement of all obligations, the Company will return any remaining verified balance to you at your originating payment source.

18. Confidentiality and Data Protection

The Company processes personal data in accordance with its Privacy Policy, which you acknowledge. The Company may disclose information about you and your account to affiliates, service providers, payment institutions, liquidity providers, auditors, professional advisers, introducers (to the extent of the referral relationship), and to courts, regulators, tax and law-enforcement authorities where the Company considers disclosure required or appropriate, without further notice to you.

19. Force Majeure

A "Force Majeure Event" includes any event or circumstance beyond the Company's reasonable control, including: acts of God; war, terrorism, civil unrest; epidemic or pandemic; strikes; failure, suspension, closure or extraordinary conduct of any market, exchange, clearing house, liquidity provider, bank or payment system; extreme volatility or illiquidity; suspension of pricing sources; sanctions or governmental action; changes in law; power, internet, telecommunications or systems failures; cyber-attack; and errors or outages of third-party platforms or data vendors.

Upon a Force Majeure Event, the Company may, without notice and without liability, take any action it considers appropriate, including widening spreads, increasing margin requirements, closing positions at such prices as it considers fair, suspending or restricting trading or withdrawals, amending contract specifications, and extending time for performance. The Company shall not be in breach of this Agreement, nor liable for any loss, arising from or connected with a Force Majeure Event.

20. Amendments, Assignment and General Provisions

The Company may amend this Agreement and any Operative Document at any time by publishing the amended version on the Website or notifying you electronically. Amendments take effect on publication or on the date stated, and your continued access to the account or the services constitutes acceptance. If you do not accept an amendment, your sole remedy is to close your positions and terminate the account before the amendment takes effect.

The Company may assign, transfer or novate this Agreement, and any rights and obligations under it, to any affiliate or successor, including in a reorganization or sale, upon notice and without your further consent. You may not assign or transfer any right or obligation under this Agreement without the Company's prior written consent.

No failure or delay by the Company in exercising any right constitutes a waiver. If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary or severed, and the remainder shall continue in full force. Nothing in this Agreement confers rights on any third party except the Company Parties, who may enforce the protections expressed in their favor. The English language version of this Agreement and all Operative Documents prevails over any translation, which is provided for convenience only.

21. Governing Law and Dispute Resolution

This Agreement and any dispute or claim (including non-contractual disputes) arising out of or in connection with it, its subject matter or formation shall be governed by the laws of Saint Lucia.

Any dispute shall first be raised through the Complaints Handling Procedure. Any dispute not resolved within ninety (90) days shall be subject to the exclusive jurisdiction of the courts of Saint Lucia, to which each party irrevocably submits, waiving any objection on grounds of venue or inconvenient forum. To the fullest extent permitted by applicable law, each party waives any right to a jury trial and to participate in any class, collective or representative action, and disputes shall be brought solely in an individual capacity. Nothing prevents the Company from seeking injunctive relief, asset preservation, or debt recovery in any court of competent jurisdiction.

22. Contact

Milele Prime Ltd, Ground Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia. Support: support@mileleprime.com. Compliance: compliance@mileleprime.com. Complaints: complaints@mileleprime.com. Website: www.mileleprime.com.