



Your Private Broker

Doo Prime

Risk Disclosure And Acknowledgement Notice

Updated on 20 February 2023

1. INTRODUCTION

- 1.1 This Risk Disclosure and Acknowledgement Notice and Risk Disclosure and Acknowledgement Notice on using third party trading system ("Notice") is provided by Doo Prime.
- 1.2 This Notice is provided to help the Client to understand the general risks pursuant to trading with our Services so the Client could trade the Services fairly with an informed decision. This Notice is non-exhaustive and does not disclose or explain all of the risks associated with our Services. We shall not be liable for any loss or damages as a result of the Client's failure in understanding the risks described herein and the trading risks undisclosed in this Notice.
- 1.3 The Client undertakes to read this Notice carefully before creating an Account with us. The Client fully understands the risks involved before trading our Services and is solely responsible for any investment strategies, transactions or investments that the Client enters into. The Client should seek independent professional advice if the Client does not understand the risks explained herein.
- 1.4 The Client acknowledges that Doo Prime reserves the right to amend or update this Notice at any time without prior notice to the Client. The amendments to the Notice shall become effective immediately and shall be legally binding on the Client upon publishing of the Notice on Doo Prime's website. The Client undertakes to regularly review this Notice on the Doo Prime's website.
- 1.5 The official language of this Notice shall be English. Doo Prime may provide this Notice in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Notice and any other language version, the English version shall prevail.

2. DEFINITIONS AND INTERPRETATION

- 2.1 Throughout this Notice, unless the context otherwise requires, the following words and expressions shall bear the following meanings:
 - (a) "Account" means the assigned account that is created for the Client when the Client opens a trading account with Doo Prime, including but not limited to trading account, cash account, financial derivatives account and electronic wallet;
 - (b) "Applicable Statutes And Regulations" means:
 - (i) statutes, rules or orders of the Relevant Regulatory Authorities;
 - (ii) statutes, rules or orders of the relevant regulatory authorities in the Client's jurisdiction;
 - (iii) the rules of the relevant financial exchange market; and
 - (iv) all other applicable laws to this Agreement (and each as amended from time to time as applicable to this Agreement).

- (c) “Client Agreement” means the Client Agreement entered between the Client and Doo Prime;
- (d) “Client Asset” means all cash or cash equivalents including but not limited to cash, cheque, bonds, securities, real estate properties, collateral, insurance money/policies, electronic money, all kinds of properties and other financial derivatives transferred to Doo Prime by the Client in the Account;
- (e) “Corporate Event” means a company invested by the Client is undergoing insolvency, being suspended from trading or undertaking any major corporate restructuring, including but not limited to share buyback, corporate takeover, merger & acquisitions;
- (f) “Doo Prime” means any one of the following entities, as may be applicable:
 - (i) Doo Prime Seychelles Limited, Republic of Seychelles. Doo Prime Seychelles Limited is a licensed securities dealer, authorized and regulated by the Seychelles Financial Services Authority, and the regulatory number is SD090;
 - (ii) Doo Prime Mauritius Limited, Republic of Mauritius. Doo Prime Mauritius Limited is a licensed investment dealer, authorized and regulated by the Mauritius Financial Services Commission, and the regulatory number is C119023907;
 - (iii) Doo Prime Vanuatu Limited, Republic of Vanuatu. Doo Prime Vanuatu Limited is a licensed financial dealer, authorized and regulated by the Vanuatu Financial Services Commission, and the regulatory number is 700238.
- (g) “Equity” means the cash balance within the Account with Doo Prime and value of open positions which is calculated by the sum of profit and loss of all open positions;
- (h) “Fees” means any applicable commissions, fees and charges as provided in the Trading Platform, including but not limited to additional value-added tax, any applicable tax, settlement and exchange fees, regulatory levies or legal fees applicable;
- (i) “Free Margin” is the free margin not involved in the provision of guarantees for open positions and shall be derived from the formula (Free Margin = Equity – Margin);
- (j) “Force Majeure Event” means any of the events set forth in Clause 17 of the Client Agreement;
- (k) “Initial Margin” means the minimum amount of money required in the Client’s Account to perform a Transaction, as specified on the Trading Platform from time to time for each Services;
- (l) “Manifest Error” means an error or misquote by Doo Prime, any market, exchange, banking institution, information source, or any third party reasonably relied by Doo Prime.
- (m) “Margin” means collectively Initial Margin and Margin Requirement;

- (n) "Margin Level" shall be derived from the formula (Equity / Margin x 100%);
- (o) "Margin Call" means the value of the Margin Level as provided in the Trading Platform;
- (p) "Margin Requirement" means the minimum amount of money required in the Client's Account as specified on the Trading Platform to keep a Transaction open on the Trading Platform;
- (q) "Material" means any material and information distributed by the third party;
- (r) "Party" means the Client or Doo Prime (collectively, "Parties");
- (s) "Relevant Regulatory Authorities" means the relevant regulatory authority which may be applicable to Doo Prime's business operation and service providers, including but not limited to the United States Securities and Exchange Commission, the United States Financial Industry Regulatory Authority, the United Kingdom Financial Conduct Authority, the Australian Securities & Investments Commission, the European Securities and Markets Authority, the Seychelles Financial Services Authority, the Mauritius Financial Services Commission, the Vanuatu Financial Services Commission and etc.
- (t) "Services" means the dealing services provided by Doo Prime to the Client within the Trading Platform;
- (u) "Specified Default Event" means any of the events set forth in Clause 9 of the Client Agreement;
- (v) "Stop Loss" means an order to close an open position to achieve a certain level of prices to reduce losses;
- (w) "Stop Out" occurs when the value of the Margin Level as provided in the Trading Platform where force closing of the opened positions shall occur without any prior notice to the Client;
- (x) "Trading Platform" means Doo Prime's electronic trading platform facility;
- (y) "Transaction" or "Transactions" means:
 - (i) the opening or closing of trades, orders or positions; and
 - (ii) deposits, withdrawals, internal fund transfer and all other fund movement activities,

whether by Doo Prime or the Client, in accordance with the terms of this Agreement.

2.2 The meanings of words and expressions that were not defined in this Notice shall follow the definitions described in the Client Agreement.

3. GENERAL RISKS IN RELATION TO THE SERVICES

- 3.1 The Client understands and acknowledges that the Client should not directly or indirectly engage in any trading activity in our Services unless the Client is aware of and understands the risks involved. The Client should consider carefully whether each of the Services is suitable for the Client's trading behaviour and whether the Client has the necessary financial resources to deal with the specific Services.
- 3.2 The Client acknowledges and understands the following general risks of trading:
- 3.2.1 the Client is financially willing and capable of assuming the risk of trading in speculative investments;
 - 3.2.2 the Client's investment decisions will be based solely on his evaluation of the market, financial circumstances and investment objectives;
 - 3.2.3 the Client is aware and understands the characteristics and risks in relation to each Services and the Fees and features of Trading Platform, and shall not trade or deal with each Services unless the Client accepts and understands so;
 - 3.2.4 the high volatility and speculative nature of trading meant that the Client may lose all investments within a short period;
 - 3.2.5 the market data and information of the previous performance of the Services does not guarantee or reflect its current and/or future performance;
 - 3.2.6 due to rapid market fluctuation and unforeseeable events:
 - (a) a Stop Loss order may not be effective in limiting the loss incurred;
 - (b) the Client may be required to deposit a substantial amount of funds in a short term to maintain the open positions;
 - (c) there will be difficulty in liquidating some positions;
 - (d) we may exercise Margin Call and/or Stop Out and we shall not be liable for any loss suffered by the Client;
 - 3.2.7 investment in some Services shall utilise the margin, "gearing" or "leverage" effect, where a relatively small movement in the trading prices could have a disproportionately dramatic effect on the Client's investments, so the Client should be prepared to suffer huge losses when utilising such trading facilities;
 - 3.2.8 in the event the Client trade in Services in a currency other than the currency of the Client's Account, the currency exchange fluctuations will affect the Client's profits and losses; and
 - 3.2.9 the insolvency or default of any third parties involved with the Client's transaction may lead to the Client's positions being liquidated or closed out without the Client's consent.

4. THIRD PARTY RISKS

- 4.1 Subject to the Privacy Policy, the Client acknowledges that we may involve or delegate our obligations under the Client Agreement to third parties necessary to perform our contractual obligations under the Client Agreement.
- 4.2 Electronic trading transaction systems are subject to the regulations and terms of the system provider. The Client shall review the regulations and terms of the system provider and/or listing the trading instruments before using their services.
- 4.3 Trading or routing orders through electronic system varies according to the system providers. The Client shall review and understand the regulations and terms of the electronic trading system providers to understand the procedures and policies of their trading process, including but not limited to the system's order matching procedure, opening and closing procedures, prices and trading limitations. We shall not be liable for any loss or damages as a result of any error, failure or unavailability of the electronic trading system.
- 4.4 The Client Asset shall be held on trust by us for the Client and the Client Asset shall be segregated from our bank account at all times. We may hold the Client Asset and the money of other clients in the same account and it might not be possible to segregate the Client's Money from the other client. We shall retain the necessary records and Client Account details to distinguish this.
- 4.5 We have exercised reasonable care and due diligence while engaging:
- (a) the third parties necessary to perform our contractual obligations under the Client Agreement; and
 - (b) the financial institutions responsible for managing the bank accounts described in Clause 4.4.
- 4.6 However, in the event of the monetary loss or insolvency of the relevant parties described in Clause 4.5, the Client may be forced to liquidate its positions or may lose the money deposited within the relevant third parties and/or financial institutions. We shall not be liable for any loss or damages to the Client as a result of the monetary loss, insolvency or similar proceedings suffered by the third parties or financial institutions.
- 4.7 We may deposit the Client Asset with a depository who may have a security interest, lien or right of set-off in relation to the Client Asset.
- 4.8 The financial institutions and third parties described in Clause 4.5 may have interest's contrary to the Client's business or personal interests.

5. MARGIN

- 5.1 The Client acknowledges and understands that the high-risk nature of margin trading and the Client may lose funds greater than the amount deposited in the Account.

- 5.2 Certain Services will require the Client to deposit margins in the Account. The Margin will depend on the underlying instrument of the Services, the degree of leverage adopted and the value of position sought by the Client.
- 5.3 The Client undertakes to provide the Initial Margin in the Account to open a Transaction for any Services. We reserve the right to reject the Client's instruction to proceed with a Transaction if the Free Margin is less than the Margin required to secure a position.
- 5.4 When a Stop Out occurs, the Client understands that force closing of the opened positions shall occur without any prior notice to the Client. In the event there is additional amount due in the Account which arise after force closing of the opened positions, the Client undertakes to pay the amount balance due to us within 5 Business Days.
- 5.5 We reserve the right in refusing to open new positions and close any of the Client's highest loss-making positions without any prior notice to the Client in the event:
- (a) the Client has three or more open positions in the Account; and
 - (b) the Margin Call occurs.
- 5.6 Our delay or failure in exercising Clause 5.5 shall not waive our rights to do so in the future.
- 5.7 In the event Margin Call occurs, the Client is advised to:
- (a) limit his trade exposure by closing trade; or
 - (b) deposit funds into the Account to meet the Margin Requirement.
- 5.8 We reserve the right to restrict the amount and number of open positions if the Margin Requirement is not maintained by the Client.
- 5.9 We may from time to time send the Client reminder in relation to the Client's Margin Requirement or the possibility of the Client's Margin Call occurring. We reserve our rights to amend the Initial Margin, Margin Level and Margin Requirement at any time. The Client undertakes to check and monitor the Client's Margin Level and Margin Requirement at all times.
- 5.10 We reserve our rights to close the Client's open positions at market prices, limit the size of the Client's open positions, reject Transactions or amend the Margin, including but not limited in the following circumstances;
- (a) there is a change in volatility in the market which Doo Prime is based in, or to which Doo Prime in any way relate;
 - (b) there is a change in the Client's credit risk;
 - (c) a company whose investments or positions represent all or part of the Client's Transaction is undergoing a Corporate Event;
 - (d) a Force Majeure Event or Specified Default Event occurs;

- (e) the Client failed to meet the Margin Requirements;
- (f) any change to the Applicable Statutes And Regulations.

5.11 The Client acknowledges that additional payment of Margin may be necessary if:

- (a) the Transaction fails or there has been a change in pricing of the Services;
- (b) when the Account shows a negative balance; or
- (c) we reasonably think such payment is necessary to protect us against loss or risk of loss on present, future or contemplated Transactions.

5.12 The Client acknowledges that when the Client opens a position, we shall retain the right to transfer funds in the Margin Requirement to our designated bank account to secure any repayment obligations from the Client.

5.13 Margin Call and Stop Out, when triggered, shall supersede and take precedent over all Transactions in the Account.

6. GENERAL RISK ACKNOWLEDGEMENT

6A. RISKS OF MATERIALS PROVIDED

6A.1 We offer dealing services to the Client in relation to the Services.

6A.2 The Client acknowledges and agrees that our Services do not include the provision of any investment, tax, legal, regulatory or financial advice or recommendation. Any possible discussions carried on between the Client and our employees or any information provided by us shall not constitute any binding relationship among them, nor do they constitute our recommendations to the Client.

6A.3 Any investment information displayed on Doo Prime's or any of Doo Prime's holding company's website shall not constitute any investment advice and has no regard to specific investment objectives, financial situations or particular needs of the Client. The Client understands and acknowledges:

- (a) that all information published on Doo Prime's or any of Doo Prime's holding company's website is addressed to the general public solely for information purposes; and
- (b) that mere explanation of the terms of any Transactions or its performance characteristics does not amount to advice on the merits of the investment.

6A.4 The Client affirms, acknowledges and accepts that we shall not in any circumstances:

- (a) obliged to provide any investment advice in relation to any Services;
- (b) bear any responsibility for any Transaction or investment decision carried out by the Client; and

- (c) in response to the Client's request for further market information, our disclosure of such factual market information to the Client will not constitute as investment advice.

6A.5 The Client understands and accepts that he is solely responsible for any investment strategy, transactions or investments that the Client enters into.

6A.6 We may, from time to time and as often as it deems appropriate, issue and/or distribute material or third-party material ("Material"), which contains information including but not limited to the conditions of the financial markets, posted on Doo Prime's website and other media and/or material received by the Client. It should be noted that the Material is considered to be a marketing communication only and does not contain, and should not be construed as containing investment advice and/or an investment recommendation for any Transactions. While we will make all reasonable efforts to ensure the accuracy and completeness of the information, we make no representation and warranties to the Material and shall not be liable for any direct or indirect loss or damages for any inaccuracies and incompleteness of the information provided.

6B. TRADING AND TECHNICAL RISKS

6B.1 The Client acknowledges that the Client has read the Client Agreement available on Doo Prime's website.

6B.2 The Client understands that the Services on Doo Prime's website are highly speculative and may expose the Client's financial position to a high degree of volatility. The Client accepts, understands and is aware of the risks herein and is willing to undertake this risk.

6B.3 All Services available on Doo Prime's Website shall not constitute as a solicitation or offer to transact the Services. Some Services are only limited to customers in certain countries and regions.

6B.4 The Client acknowledges and accepts that:

- (a) the Client is financially willing and capable of assuming the risk of trading in speculative investments;
- (b) the Client is solely responsible for any profit or loss from the investment or trading decisions made;
- (c) the Client's investment decisions will be based solely on his evaluation of the market, financial circumstances and investment objectives wherein the Client undertakes not to hold Doo Prime liable for any trading loss incurred;
- (d) the Client is responsible to maintain proper functional computer equipment, steady internet connection, operating system with sufficient anti-virus protection and back-up system to prevent damage and/or unauthorised access to the Client's Account and Trading Platform;
- (e) past performance of an investment is not an indication of its performance in the future;

- (f) some Services are contingent liabilities transactions and we can't provide any guarantee on their liquidity. Due to unforeseeable market circumstances:
 - (i) there may be difficulty in liquidating positions;
 - (ii) liquidation may only be possible at a large loss; or
 - (iii) the Client may be required to deposit additional large sums in a short period as Margin to secure the Client's positions from being liquidated at a loss;
- (g) Transactions on markets in other jurisdictions may expose the Client to additional risks as such markets may offer different or inferior investor protection, and you are advised to understand the relevant rules and risks prior trading in markets of other jurisdictions;
- (h) the provision of Services is subject to changes of any Applicable Statutes And Regulations;
- (i) all Transactions made on Trading Platform shall be deemed to have been made by the Client or his authorised representative;
- (j) trading on Margin is extremely risky and may result in loss of funds greater than the amount deposited in the Client's Account;
- (k) the Client is aware and understands the characteristics and risks in relation to each Services and the Fees and features of Trading Platform, and shall not trade or deal with each Services unless the Client accepts and understands so;
- (l) the Client has read the Client Agreement, agree to all the terms and conditions and independently evaluated the risks and merits of our Trading Platform and Transaction without relying on any representation and warranties otherwise mentioned in the Client Agreement;
- (m) the Client has independently evaluated the Applicable Statutes And Regulations in the Client's region and undertakes to enter this Agreement without violating any Applicable Statutes And Regulations;
- (n) we shall not be liable for any loss or damages caused by failure, delay, interruption, malfunction in information, communication, or electronic systems, save for gross negligence or wilful default by us;
- (o) due to rapid market fluctuation and unforeseeable events:
 - (i) a Stop Loss order may not be effective in limiting the loss incurred;
 - (ii) the Client may be required to deposit a substantial amount of funds in a short term to maintain the open positions;
 - (iii) there will be difficulty in liquidating some positions;

- (iv) we may exercise Margin Call and/or Stop Out and we shall not be liable for any loss suffered by the Client;
- (p) the Client is aware of and understands the Fees payable for each Services;
- (q) if the Services are traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance and may lead to losses for the Client;
- (r) the Client acknowledges that we may hold or deduct Client Asset on the Client's behalf in an account with an approved bank or third party where:
 - (i) the account may be subject to set-off rights, security or lien by us, the bank or third party, or we are required to do so by any regulatory authority; and
 - (ii) in the event of the insolvency of the bank or the third party, we shall not be liable for any loss or damages against the Client;
- (s) our prices of trading instruments are obtained from our liquidity providers, and when the liquidity of Services is limited, there will be price gaps and liquidity shortages where Transactions may not be executed at the price and volume intended;
- (t) the prices of some Services available on the Trading Platform may be independent of any exchanges and we are not obliged to follow the prices of other exchange platforms;
- (u) we shall not be liable for any loss, including loss of profits, income or opportunity to the Client suffered as a result of Manifest Error;
- (v) the Client should obtain the relevant details in relation to the intended investment, such as Margin Requirements, positions and/or volume limits, etc;
- (w) the Client is liable for his taxes and/or other duty in ensuring compliance with the Applicable Statutes And Regulations;
- (x) in the event of Doo Prime's insolvency or involvement in a debt restructuring mechanism, the Client may not fully recover the funds or properties deposited in the Account;
- (y) we shall not be under any obligation to inform the Client any occurrence of Corporate Event, and shall not be liable for any loss for doing so; and
- (z) we shall not engage any business relationships with individuals or companies of certain jurisdictions, as updated from time to time on Doo Prime's Website. We reserve our right to amend our prohibited country list at any time without prior notice.

6B.5 The risks disclosed in the Agreement and this Notice are non-exhaustive and may not have disclosed or explained all of the risks associated in dealing with the Services. The Client should seek independent advice if the Client does not understand the risks explained herein.

7. SPECIFIC RISKS OF DEALING WITH SERVICES

7A. FOREIGN CURRENCIES AND METALS

- 7A.1 Trading in foreign currencies and metals involves a high risk of loss due to the fluctuation in the value and prices of the underlying financial instruments. The Client should understand and aware of the specific risks involved with the Services prior engaging with any Transaction.
- 7A.2 The Client understands that due to the adverse and unpredictable market movements, large losses could incur within a short period. The Client should carefully consider the risks associated before dealing with any Transaction and is encouraged to trade at volumes which the Client is prepared to lose.

7B. FUTURES

- 7B.1 Futures are standardized contracts that deliver a certain number of subject matter at a specific time and place in the future. Parties are obliged to deliver and transact an asset at a future date and price.
- 7B.2 The leverage available also meant that a small amount of funds can lead to a large movement in the Services invested, subsequently bring large losses or large gains. The Client may be required to deposit a substantial amount of funds in a short term to maintain the open positions, failing which your positions shall be liquidated at a loss and we shall not be liable for any direct or indirect loss or damages. As such, you acknowledge that futures transactions have contingent liabilities attached to it.

7C. SHARES

- 7C.1 Shares or "equities" represents an equity ownership in a company's share capital. Shares are generally not as high risk as the Services here, but there are still risks of losing money as there may be a huge difference in the price of shares depending on the time of transaction and market conditions.
- 7C.2 All shares purchased for the Client or transferred to us by the Client into the Trading Account will be purchased in the name of and/or held by a nominee company selected by us, for the benefit of the Client. As investments will be held in the name of a nominee company, the Client may not have voting rights which he would have had if he held the investment in his name.
- 7C.3 Risks of trading shares in smaller companies may be higher in comparison with blue-chip companies. They have a larger degree of price fluctuation and the Client may have to sell at a lower market price as a result of the difficulty in liquidation.
- 7C.4 In the event of insolvency of the companies of which the Client holds shares in them, the Client should understand that the Client may not be able to get back their invested capital.

7D. CONTRACT FOR DIFFERENCES (“CFD”)

7D.1 A CFD is where investors trade the difference in values or prices of a financial instrument without actually owning the underlying asset. The Client could trade on margin, utilise “gearing” or “leverage” effect while trading CFD, so only a small amount of deposit is required to trade and as such, a small market movement or fluctuation in prices may affect the asset or investment value greatly. Even when the products are not traded on margin, the Client may be required to make further payments in certain circumstances.

7D.2 The Client acknowledges that:

- (a) CFDs are not suitable for long term investor due to several factors, such as overnight fees or gapping (financial instrument opens above or below the previous day’s close with no trading activities in between). Market volatility and leverage also meant that the trading risks increase as you hold CFDs longer;
- (b) trading in CFDs meant that the Client is only trading for the price difference of the underlying financial instruments and as such, CFDs do not provide any rights to the underlying financial instruments;
- (c) Slippage may occur in some transactions where there could be a difference between where the computer signalled the entry and exit for a trade and where actual clients, with actual money, entered and exited the market using the computer’s signals; and
- (d) CFDs are not traded on any exchange and they are Over-The-Counter products whereby the prices of the CFDs are derived from the underlying market.

7D.3 The Fees and the swap fees are not included in our quoted prices and are charged explicitly to the Account(s). In the case of the swap fees, the value of opened positions in some types of financial instruments is increased or reduced by a daily financing fee as long as the Client holds the respective financial instrument. The financing fees shall be based on prevailing market interest rates. From Mondays to Thursdays, swap fees are charged daily. However, on Fridays swap fees are charged triple to take into account the swap fees on weekends. Details of our Fees and swap fees are available on Doo Prime’s website and the Trading Platform.

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Your Private Broker

Doo Prime

风险披露及确认通知

更新于 2023 年 2 月 20 日

1. 介绍

- 1.1 本风险披露和确认通知以及关于使用第三方交易系统的风险披露和确认通知（“通知”）由 Doo Prime 提供。
- 1.2 提供本通知是为了帮助客户了解与我们的服务进行交易的一般风险，以便客户可以在事先通知的决定下公平地交易服务。本通知并非详尽无遗，并未披露或解释与我们的服务相关的所有风险。对于因客户未能理解此处所述风险以及本通知未披露的交易风险而导致的任何损失或损害，我们不承担任何责任。
- 1.3 客户承诺在与我们创建账户之前仔细阅读本通知。客户在交易我们的服务之前充分了解所涉及的风险，并对客户进行的任何投资策略、交易或投资承担全部责任。如果客户不了解此处解释的风险，客户应寻求独立的专业建议。
- 1.4 客户承认 Doo Prime 保留随时修改或更新本通知的权利，恕不另行通知客户。通知的修改应立即生效，并在 Doo Prime 网站上发布通知后对客户具有法律约束力。客户承诺定期在 Doo Prime 网站上查看本通知。
- 1.5 本通知的官方语言为英语。Doo Prime 可能会以其他语言提供本通知，仅供参考，如果本通知的英文版本与任何其他语言版本之间存在任何不一致或差异，则以英文版本为准。

2. 定义和解释

- 2.1 在整个本通知中，除非上下文另有要求，否则以下词语和表达应具有以下含义：
 - (a) “账户”是指客户在 Doo Prime 开立交易账户时为客户创建的指定账户，包括但不限于交易账户、现金账户、金融衍生品账户和电子钱包；
 - (b) “适用的法规和条例”是指：
 - (i) 相关监管机构的法规、规则或命令；
 - (ii) 客户管辖范围内相关监管机构的法规、规则或命令；
 - (iii) 相关金融交易市场的规则；和
 - (iv) 本协议的所有其他适用法律（以及适用于本协议的不时修订的每项法律）。

- (c) “客户协议”是指客户与 Doo Prime 之间签订的客户协议；
- (d) “客户资产”是指所有现金或现金等价物，包括但不限于现金、支票、债券、证券、房地产、抵押品、保险金/保单、电子货币、各种财产和其他金融衍生品，通过以下方式转让给 Doo Prime 账户中的客户；
- (e) “公司事件”是指客户投资的公司正在破产、停牌或进行任何重大的公司重组，包括但不限于股票回购、公司收购、并购；
- (f) “Doo Prime”是指以下任何一种实体，如适用：
 - (i) Doo Prime Seychelles Limited，塞舌尔共和国。Doo Prime Seychelles Limited 是一家持牌证券交易商，受塞舌尔金融服务管理局授权和监管，监管编号为 SD090；
 - (ii) Doo Prime Mauritius Limited，毛里求斯共和国。Doo Prime Mauritius Limited 是一家持牌投资交易商，受毛里求斯金融服务委员会授权和监管，监管号为 C119023907；
 - (iii) Doo Prime Vanuatu Limited，瓦努阿图共和国。Doo Prime Vanuatu Limited 是一家持牌金融交易商，由瓦努阿图金融服务委员会授权和监管，监管号为 700238。
- (g) “权益”是指 Doo Prime 账户内的现金余额和未平仓头寸的价值，由所有未平仓头寸的损益之和计算得出；
- (h) “费用”指交易平台规定的任何适用的佣金、费用和收费，包括但不限于附加增值税、任何适用的税费、结算和兑换费、监管征费或适用的法律费用；
- (i) “可用保证金”是不涉及为未平仓头寸提供担保的可用保证金，由公式（可用保证金=净值-保证金）推导出来；
- (j) “不可抗力事件”指客户协议第 17 条规定的任何事件；
- (k) “初始保证金”是指客户账户中执行交易所需的最低金额，如交易平台上不时为每项服务指定的；

- (l) “明显错误”是指 Doo Prime、任何市场、交易所、银行机构、信息来源或 Doo Prime 合理依赖的任何第三方的错误或错误引用。
- (m) “保证金”是指初始保证金和保证金要求的统称；
- (n) “保证金水平”应从公式中得出（净值/保证金 x 100%）；
- (o) “追加保证金”是指交易平台提供的保证金水平的价值；
- (p) “保证金要求”是指在交易平台上指定的客户账户中保持交易在交易平台上进行的最低金额；
- (q) “材料”是指由第三方分发的任何材料和信息；
- (r) “一方”是指客户或 Doo Prime（统称“各方”）；
- (s) “相关监管机构”是指可能适用于 Doo Prime 业务运营和服务提供商的相关监管机构，包括但不限于美国证券交易委员会、美国金融业监管局、英国金融行为监管局、澳大利亚证券和投资委员会、欧洲证券和市场管理局、塞舌尔金融服务管理局、毛里求斯金融服务委员会、瓦努阿图金融服务委员会等。
- (t) “服务”是指 Doo Prime 在交易平台内向客户提供的交易服务；
- (u) “特定违约事件”指客户协议第 9 条规定的任何事件；
- (v) “止损”是指将未平仓头寸平仓以达到一定价格水平以减少损失的指令；
- (w) “强制平仓”发生在交易平台中规定的保证金水平值发生强制平仓未事先通知客户的情况下；
- (x) “交易平台”是指 Doo Prime 的电子交易平台设施；
- (y) “交易”是指：
 - (i) 交易、订单或头寸的开仓或平仓；和
 - (ii) 存款、取款、内部资金转账和所有其他资金流动活动，根据本协议的条款，无论是 Doo Prime 还是客户。

2.2 本通知中未定义的词语和表达的含义应遵循客户协议中的定义。

3. 与服务有关的一般风险

3.1 客户理解并承认，除非客户意识到并了解所涉及的风险，否则客户不应直接或间接参与我们服务中的任何交易活动。客户应仔细考虑每项服务是否适合客户的交易行为，以及客户是否有必要的财务资源来处理特定服务。

3.2 客户承认并理解以下一般交易风险：

3.2.1 客户在财务上愿意并有能力承担投机性投资交易的风险；

3.2.2 客户的投资决定将完全基于他对市场、财务状况和投资目标的评估；

3.2.3 客户知晓并理解每项服务的特征和风险以及交易平台的费用和功能，除非客户接受并理解，否则不得交易或处理每项服务；

3.2.4 交易的高波动性和投机性意味着客户可能会在短期内损失所有投资；

3.2.5 先前服务表现的市场数据和信息不保证或反映其当前和/或未来的表现；

3.2.6 由于快速的市场波动和不可预见的事件：

(a) 止损单可能无法有效限制所产生的损失；

(b) 客户可能需要在短期内存入大量资金以维持未平仓头寸；

(c) 部分仓位将难以平仓；

(d) 我们可以行使追加保证金和/或强制平仓，并且我们不对客户遭受的任何损失负责；

3.2.7 对某些服务的投资应利用保证金、或“杠杆”效应，其中交易价格的相对较小变动可能对客户的投资产生不成比例的巨大影响，因此客户应准备好在利用此类交易设施时遭受巨大损失；

3.2.8 如果客户以客户账户货币以外的货币进行服务交易，货币汇率波动将影响客户的损益；
和

3.2.9 与客户交易有关的任何第三方的无力偿债或违约可能导致客户的头寸在未经客户同意的情况下被清算或平仓。

4. 第三方风险

4.1 在遵守隐私政策的前提下，客户承认我们可能会涉及或将我们在客户协议下的义务委托给第三方，以履行我们在客户协议下的合同义务。

4.2 电子交易交易系统受系统供应商的规定和条款约束。客户在使用其服务之前应查看系统提供商的规定和条款和/或列出交易工具。

4.3 通过电子系统进行交易或传递订单因系统供应商而异。客户应查看和了解电子交易系统提供商的规定和条款，以了解其交易过程的程序和政策，包括但不限于系统的订单匹配程序、开仓和平仓程序、价格和交易限制。对于因电子交易系统的任何错误、故障或不可用而导致的任何损失或损害，我们概不负责。

4.4 客户资产应由我们为客户托管，并且客户资产应始终与我们的银行账户分开。我们可能将客户资产和其他客户的资金存放在同一个账户中，并且可能无法将客户资产与其他客户分开。我们将保留必要的记录和客户帐户详细信息以区分此事。

4.5 在聘请以下所述时，我们已进行了合理谨慎和尽职调查：

(a) 履行我们在客户协议项下的合同义务所必需的第三方；和

(b) 负责管理第 4.4 条所述银行账户的金融机构。

4.6 但是，如果发生第 4.5 条所述相关方的金钱损失或无力偿债，客户可能被迫平仓或损失存放在相关第三方和/或金融机构的资金。对于因第三方或金融机构遭受的金钱损失、破产或类似程序而给客户造成的任何损失或损害，我们概不负责。

4.7 我们可能将客户资产存入可能对客户资产拥有担保权益、留置权或抵销权的存管机构。

4.8 第 4.5 条所述的金融机构和第三方的利益可能与客户的业务或个人利益相悖。

5. 保证金

5.1 客户承认并理解保证金交易的高风险性质，客户损失的资金可能会超过账户中存入的金额。

- 5.2 某些服务将要求客户在账户中存入保证金。 保证金将取决于服务的基础工具、所采用的杠杆程度以及客户寻求的头寸价值。
- 5.3 客户承诺在账户中提供初始保证金，以便为任何服务开立交易。 如果可用保证金低于确保头寸所需的保证金，我们保留拒绝客户进行交易的指示的权利。
- 5.4 当发生强制平仓时，客户理解将在未事先通知客户的情况下强制平仓。 如果在强制平仓后账户中出现额外的应付金额，客户承诺在 5 个工作日内支付应付给我们的余额。
- 5.5 在以下情况下，我们保留在不事先通知客户的情况下拒绝开设新头寸和关闭客户的任何最高亏损头寸的权利：
- (a) 客户在账户中有三个或更多未平仓头寸； 和
 - (b) 追加保证金发生。
- 5.6 我们延迟或未能行使第 5.5 条不应视为放弃我们将来这样做的权利。
- 5.7 如果发生追加保证金，建议客户：
- (a) 通过平仓限制他的交易风险； 或
 - (b) 将资金存入账户以满足保证金要求。
- 5.8 如果客户未维持保证金要求，我们保留限制未平仓头寸额度和数量的权利。
- 5.9 我们可能会不时向客户发送有关客户保证金要求或客户追加保证金的可能性的提醒。 我们保留随时修改初始保证金、保证金水平和保证金要求的权利。 客户承诺随时检查和监控客户的保证金水平和保证金要求。
- 5.10 我们保留以市场价格平仓客户未平仓头寸、限制客户未平仓头寸规模、拒绝交易或修改保证金的权利，包括但不限于在以下情况；
- (a) Doo Prime 所在的市场或 Doo Prime 以任何方式与之相关的市场波动性发生变化；
 - (b) 客户的信用风险发生变化；

- (c) 代表客户交易的全部或部分的投资或头寸的公司正在进行公司事件;
- (d) 发生不可抗力事件或特定违约事件;
- (e) 客户未能达到保证金要求;
- (f) 适用法规和条例的任何更改。

5.11 客户承认在以下情况下可能需要额外支付保证金:

- (a) 交易失败或服务定价发生变化;
- (b) 当账户显示负余额时; 或
- (c) 我们合理地认为此类付款对于保护我们免受当前、未来或预期交易的损失或损失风险是必要的。

5.12 客户承认, 当客户开仓时, 我们将保留将保证金要求中的资金转移到我们指定的银行账户的权利, 以确保客户的任何还款义务。

5.13 追加保证金和强制平仓一经触发, 将取代并优先于账户中的所有交易。

6. 一般风险确认

6A. 所提供材料的风险

6A.1 我们向客户提供与服务相关的交易服务。

6A.2 客户承认并同意我们的服务不包括提供任何投资、税务、法律、监管或财务建议或推荐。客户与我们的员工之间进行的任何可能的讨论或我们提供的任何信息均不构成他们之间的任何约束关系, 也不构成我们对客户的建议。

6A.3 Doo Prime 或 Doo Prime 的任何控股公司网站上显示的任何投资信息均不构成任何投资建议, 也不考虑客户的特定投资目标、财务状况或特定需求。客户理解并承认:

- (a) 在 Doo Prime 或 Doo Prime 的任何控股公司网站上发布的所有信息仅供公众参考; 和
- (b) 仅仅解释任何交易的条款或其表现特征并不构成对投资价值的建议。

6A.4 客户确认、承认并接受我们在任何情况下均不得：

- (a) 有义务就任何服务提供任何投资建议；
- (b) 对客户进行的任何交易或投资决定承担任何责任； 和
- (c) 为响应客户对进一步市场信息的要求，我们向客户披露此类真实市场信息不构成投资建议。

6A.5 客户理解并接受他对客户订立的任何投资策略、交易或投资负全部责任。

6A.6 我们可能会在认为适当的情况下不时发布和/或分发材料或第三方材料（“材料”），其中包含发布在 Doo Prime 的网站上和其他媒体和/或客户收到的材料，其中包括但不限于金融市场的状况。应注意，该材料仅被视为营销传播，不包含也不应被解释为包含任何交易的投资建议和/或投资推荐。虽然我们将尽一切合理努力确保信息的准确性和完整性，但我们对材料不作任何陈述和保证，并且不对所提供信息的任何不准确和不完整造成的任何直接或间接损失或损害负责。

6B. 交易和技术风险

6B.1 客户承认客户已阅读 Doo Prime 网站上提供的客户协议。

6B.2 客户了解 Doo Prime 网站上的服务具有高度投机性，可能会使客户的财务状况面临高度波动。客户接受、理解并意识到此处的风险并愿意承担此风险。

6B.3 Doo Prime 网站上提供的所有服务均不构成交易服务的招揽或要约。某些服务仅限于某些国家和地区的客户。

6B.4 客户承认并接受：

- (a) 客户在财务上愿意并有能力承担投机性投资交易的风险；
- (b) 客户对所做出的投资或交易决定的任何利润或损失承担全部责任；
- (c) 客户的投资决定将完全基于他对市场、财务状况和投资目标的评估，其中客户承诺不向 Doo Prime 索赔任何交易损失；
- (d) 客户有责任维护功能正常的计算机设备、稳定的互联网连接、具有足够防病毒保护的操作系统和备份系统，以防止损坏和/或未经授权访问客户的账户和交易平台；

- (e) 一项投资的过往表现并不代表其未来表现；
- (f) 某些服务是或有负债交易，我们无法对其流动性提供任何保证。由于不可预见的市场情况：
 - (i) 平仓可能有困难；
 - (ii) 清算可能只能在巨额亏损的情况下进行； 或
 - (iii) 客户可能需要在短时间内存入额外的大笔保证金作为保证金，以确保客户的头寸不会被亏本的情况下平仓；
- (g) 在其他司法管辖区的市场进行交易可能会使客户面临额外的风险，因为这些市场可能提供不同或较差的投资者保护，建议您在进行其他司法管辖区的市场交易之前了解相关规则和风险；
- (h) 服务的提供受任何适用法规和条例的更改；
- (i) 在交易平台上进行的所有交易均应被视为由客户或其授权代表进行；
- (j) 保证金交易风险极大，可能导致资金损失超过客户账户中的存入金额；
- (k) 客户知晓并理解每项服务的特征和风险以及交易平台的费用和功能，除非客户接受并理解，否则不得交易或处理每项服务；
- (l) 客户已阅读客户协议，同意所有条款和条件，并独立评估我们的交易平台和交易的风险和优点，而不依赖于客户协议中另有提及的任何陈述和保证；
- (m) 客户已独立评估客户所在地区的适用法规和条例，并承诺在不违反任何适用法规和条例的情况下签订本协议；
- (n) 对于因信息、通信或电子系统的故障、延迟、中断而造成的任何损失或损害，我们概不负责，但我们的重大过失或故意违约除外；
- (o) 由于快速的市场波动和不可预见的事件：
 - (i) 止损单可能无法有效限制所产生的损失；
 - (ii) 客户可能需要在短时间内存入额外的大笔保证金作为保证金，以确保客户的头寸；

- (iii) 部分仓位将难以平仓；
- (iv) 我们可以行使追加保证金和/或强制平仓，并且我们不对客户遭受的任何损失负责；
- (p) 客户知道并理解每项服务的应付费用；
- (q) 如果服务以客户居住国货币以外的货币进行交易，汇率的任何变化都可能对其价值、价格和表现产生负面影响，并可能导致客户遭受损失；
- (r) 客户承认，我们可以代表客户在经批准的银行或第三方的账户中持有或扣除客户资产，其中：
 - (i) 该账户可能受到我们、银行或第三方的抵销权、担保或留置权的约束，或者我们被任何监管机构要求这样做； 和
 - (ii) 在银行或第三方无力偿债的情况下，我们不对客户的任何损失或损害承担责任；
- (s) 我们的交易工具价格是从我们的流动量供应商处获得的，当服务的流动量有限时，将出现价格差距和流动量短缺，交易可能无法按预期的价格和数量执行；
- (t) 交易平台上提供的某些服务的价格可能独立于任何交易所，我们没有义务遵循其他交易所平台的价格；
- (u) 我们不对任何损失负责，包括客户因明显错误而遭受的利润、收入或机会损失；
- (v) 客户应获取有关预期投资的相关详情，例如保证金要求、头寸和/或交易量限制等；
- (w) 客户有责任为确保遵守适用的法规和条例而缴纳税款和/或履行其他义务；
- (x) 如果 Doo Prime 破产或参与债务重组机制，客户可能无法完全收回存入账户的资金或财产；
- (y) 我们没有义务将任何公司事件的发生通知客户，并且不对这样做造成的任何损失负责； 和
- (z) 我们不会与 Doo Prime 网站上不时更新的某些司法管辖区的个人或公司建立任何业务关系。我们保留随时修改禁止国家名单的权利，恕不另行通知。

6B.5 本协议和本通知中披露的风险并非详尽无遗，并且可能未披露或解释与处理服务相关的所有风险。如果客户不理解此处解释的风险，客户应寻求独立建议。

7. 处理服务的具体风险

7A. 外币和金属

7A.1 由于相关金融工具的价值和价格波动，外汇和金属交易涉及高风险损失。在进行任何交易之前，客户应了解并了解服务所涉及的特定风险。

7A.2 客户明白，由于不利和不可预测的市场走势，可能会在短期内产生巨大损失。客户在处理任何交易之前应仔细考虑相关风险，并鼓励客户以客户准备损失的数量进行交易。

7B. 期货

7B.1 期货是在未来特定时间和地点交付一定数量标的物的标准化合约。各方有义务在未来的日期和价格交付和交易资产。

7B.2 可用的杠杆意味着少量资金可以导致所投资服务的大幅变动，从而带来巨大的损失或巨大的收益。客户可能需要在短期内存入大量资金以维持未平仓头寸，否则您的头寸将被亏损平仓，我们不对任何直接或间接的损失或损害承担责任。因此，您承认期货交易附带或有负债。

7C. 股票

7C.1 股票或“股权”代表公司股本中的股权。股票一般没有此处服务那么高的风险，但仍然存在亏损的风险，因为股票价格可能会根据交易时间和市场状况而存在巨大差异。

7C.2 为客户购买或由客户转入交易账户的所有股票将以我们选择的提名公司的名义购买和/或由提名公司为客户利益持有。由于投资将以提名公司的名义持有，因此客户可能没有以自己名义持有投资的投票权。

7C.3 与蓝筹公司相比，交易小公司股票的风险可能更高。它们的价格波动幅度较大，客户可能由于难以清算而不得不以较低的市场价格出售。

7C.4 如果客户持有其股份的公司破产，客户应了解客户可能无法收回其投资资本。

7D. 差价合约 (“CFD”)

7D.1 差价合约是投资者在不实际拥有标的资产的情况下交易金融工具的价值或价格差异的情况。客户可以在交易差价合约时使用保证金交易，利用“杠杆”效应，因此只需少量存款即可进行交易，因此，市场的小幅波动或价格波动可能会大大影响资产或投资价值。即使产品不以保证金交易，客户在某些情况下也可能需要进一步付款。

7D.2 客户承认：

- (a) 由于隔夜费用或跳空（金融工具开盘价高于或低于前一天收盘价，中间没有交易活动）等多种因素，差价合约不适合长期投资者。市场波动和杠杆也意味着交易风险会随着您持有 CFD 的时间增加而增加；
- (b) 差价合约交易意味着客户仅针对标的金融工具的价差进行交易，因此，差价合约不为标的金融工具提供任何权利；
- (c) 滑点可能发生在某些交易中，在计算机发出的进入和退出交易信号的位置与在实际客户使用实际资金使用计算机信号进入和退出市场的位置可能存在差异；和
- (d) 差价合约不在任何交易所交易，它们是场外交易产品，差价合约的价格来自基础市场。

7D.3 费用和掉期费用不包括在我们的报价中，而是明确向账户收取。在掉期费用的情况下，只要客户持有相应的金融工具，某些类型的金融工具的未平仓头寸的价值就会增加或减少每日融资费用。融资费用应基于现行市场利率。从周一到周四，掉期费将每天收取。但是，考虑到周末的掉期费用，周五的掉期费将三倍收取。我们的费用和掉期费用的详细信息可在 Doo Prime 的网站和交易平台上找到。

(本页的其余部分故意留空。)