

Land Prime KAMINARI Account – Terms and Conditions

1. Introduction

1.1 The KAMINARI Account (hereinafter referred to as the "Account") is a trading account offered by Land Prime Ltd (hereinafter referred to as the "Company" or "Land Prime") to eligible Clients who satisfy the requirements set out in these Terms and Conditions.

1.2 The Account is available only to Clients who:

- a) Have successfully completed the Company's identity verification procedures.
- b) Meet the eligibility requirements determined by the Company.
- c) Have reached the age of eighteen (18) years or the legal age applicable in their country of residence.
- d) Have read, understood and accepted these Terms and Conditions.
- e) Maintain an active trading account with the Company.

2. Eligibility

2.1 The Account may be offered to both new and existing Clients, subject to the Company's approval.

2.2 The Company reserves the right to determine whether a Client qualifies for this Account. Meeting the basic eligibility requirements does not automatically guarantee participation.

2.3 The Company may reject any application for this Account at its sole discretion without providing any reason.

3. Funding Requirements

3.1 The Client must make a minimum deposit of 1,000 JPY in order to activate the Account.

3.2 Following successful activation, additional deposits may be made in accordance with the Company's standard funding procedures.

3.3 The Company reserves the right to modify the minimum deposit requirement at any time.

4. Withdrawals

4.1 Clients may withdraw available funds provided that sufficient margin is maintained for all open positions.

4.2 The Company reserves the right to reject any withdrawal request that may result in insufficient margin for existing positions.

4.3 Withdrawal requests shall be processed in accordance with the Company's Withdrawal Policy.

5. Purpose and Good Faith Use

The KAMINARI Account, including any enhanced leverage features offered by the Company, is provided solely for legitimate trading activities conducted in good faith and in accordance with normal market practices.

The Account must not be used for any trading strategy, activity, or pattern that is designed to exploit the Company's trading conditions, leverage framework, margin calculation methodology, stop-out mechanism, pricing environment, execution model, or market events in order to obtain risk-free, substantially risk-free, unfair, or abusive trading results.

Any such conduct shall constitute a material violation of these Terms and Conditions.

The Company reserves the right, at its sole and absolute discretion, to determine whether the Client's trading activity complies with the intended purpose of the KAMINARI Account.

6. Leverage

6.1 Dynamic Leverage System

The leverage applicable to the KAMINARI Account shall be determined by the Company in accordance with its trading conditions and internal risk management policies. The maximum leverage available is 2000:1, subject to the Dynamic Leverage System.

6.2 The Client shall be subject to the Company's Dynamic Leverage System. Where enhanced leverage is available, the Company may establish maximum position limits for each asset class or financial instrument. The applicable position limits and leverage conditions shall be determined solely by the Company and may be amended from time to time without prior notice.

6.3 While trading within the applicable position limits, the Client may receive the enhanced leverage applicable to the KAMINARI Account. Once the applicable position

limit is exceeded, any additional positions opened thereafter shall become subject to the Company's Dynamic Leverage System.

6.4 The Company reserves the right to modify, restrict, reduce, or remove the applicable leverage at any time in accordance with its internal risk management policies.

6.5 The Client acknowledges and agrees that leverage levels may change automatically as a result of the Dynamic Leverage System and that such adjustments shall not constitute a breach of these Terms and Conditions.

7. Margin Call and Stop Out

The Client account is subject to a 30% stop-out level, with a margin call threshold of 50%.

Negative Balance Protection applies to the Account.

8. Swap-Free Trading

8.1 Eligibility

The Account is a Swap-Free account.

8.2 Purpose of Swap-Free Trading

Swap-Free trading is provided solely for Clients who intend to conduct genuine trading activities in good faith. The Swap-Free feature shall not be used for the purpose of obtaining an unfair financial advantage by avoiding swap charges or benefiting from interest differentials between financial instruments.

8.3 Good Faith Use

The Client acknowledges and agrees that the Swap-Free feature is intended solely to facilitate legitimate trading activities and must not be used in a manner inconsistent with its intended purpose. Any conduct intended to exploit, abuse or circumvent the Company's Swap-Free trading conditions shall constitute a material breach of these Terms and Conditions.

8.4 Prohibited Swap-Free Activities

Without limitation, the following activities may be considered prohibited:

- a) Holding positions primarily for the purpose of avoiding swap charges.
- b) Engaging in carry trades designed to benefit from swap-free conditions.
- c) Using Swap-Free Accounts together with swap-bearing accounts held with the Company or with other brokers to obtain an unfair trading advantage.

- d) Using arbitrage, hedging or coordinated trading strategies designed to exploit the Swap-Free feature.
- e) Any trading strategy intended to benefit from differences in financing costs, rollover conditions or interest adjustments.

The above list is illustrative only and shall not limit the Company's right to determine whether any conduct constitutes prohibited use of the Swap-Free feature.

- f) Using one or more Swap-Free Accounts in combination with swap-bearing positions, whether held with the Company or with another broker, for the purpose of generating, preserving or enhancing positive swap or financing-related benefits through hedging, offsetting or correlated trading strategies.

8.5 Company's Rights

The Company reserves the right, at its sole and absolute discretion and without prior notice, to:

- a) revoke the Swap-Free status of any trading account;
- b) apply or recover any swap charges, financing costs or related adjustments that would otherwise have accrued during the period in which the account benefited from Swap-Free status;
- c) suspend, restrict or terminate any Swap-Free trading account;
- d) void or reverse any trades, profits or benefits that the Company determines were obtained through abusive or prohibited use of the Swap-Free feature; and
- e) take any other action reasonably necessary to protect the integrity of the Company's trading environment and ensure compliance with applicable laws, regulations and internal policies.

8.6 Reclassification

Where the Company determines that a Client no longer satisfies the eligibility requirements for Swap-Free trading, the Company may immediately convert the Client's account to a Non Swap-Free trading account without prior notice.

8.7 No Waiver

The Company's failure to exercise any right under this Section shall not constitute a waiver of such right or prevent the Company from exercising such right at any later time.

9. Prohibited Trading Activities

9.1 The KAMINARI Account is intended solely for legitimate leveraged trading in which Clients assume genuine market risk. Clients shall use the Account in good faith and in accordance with prudent trading and risk management practices.

9.2 Prohibited Trading Activities

Any conduct, strategy, trading pattern or activity that is intended to eliminate, materially reduce, manipulate or unfairly transfer market risk, or otherwise exploit the Company's trading environment, trading conditions, pricing model, execution model, leverage structure, margin calculation methodology, risk management framework, promotional features or any other trading-related mechanism, shall constitute prohibited trading activity.

Without limitation, the following activities may be considered prohibited:

- (a) Opening offsetting, correlated or opposing positions designed to generate risk-free or substantially risk-free trading results.
- (b) Closing one side of a hedged position immediately before or during significant market events, including but not limited to economic announcements, market openings or closings, weekends, public holidays, low-liquidity periods or periods of abnormal market spreads.
- (c) Hedging between multiple accounts held with the Company or between accounts maintained with different brokers.
- (d) Coordinated trading between related individuals, associated accounts or third parties for the purpose of reducing, transferring or eliminating market risk.
- (e) Using enhanced leverage or any trading feature in a manner intended to eliminate or materially reduce genuine market exposure.
- (f) Concentrating substantially all available equity, margin or account balance into highly leveraged or "all-in" trading strategies.
- (g) Maintaining intentionally low margin levels while maximizing market exposure.
- (h) Intentionally withdrawing, transferring or reducing available equity, free margin or usable funds for the purpose of increasing effective leverage or facilitating concentrated trading strategies.
- (i) Using temporary hedging, offsetting positions or similar techniques to circumvent the Company's risk management controls.

- (j) Intentionally allowing positions to reach Margin Call or Stop Out levels as part of a trading strategy.
- (k) Attempting to obtain an unfair trading advantage by exploiting negative balance protection, pricing adjustments, pricing errors, technical or system malfunctions, execution delays, leverage mechanisms, margin calculation methods, promotional features or any other trading conditions provided by the Company.
- (l) Engaging in trading practices that resemble gambling, binary-style speculation, excessive risk concentration or any strategy intended to exploit the Company's trading infrastructure, execution environment or risk management framework.

The examples above are illustrative only and shall not limit the Company's right to determine whether any trading activity constitutes prohibited trading conduct.

9.3 Any trading activity which, in the Company's reasonable opinion:

- (a) produces risk-free or substantially risk-reduced trading results;
 - (b) circumvents the intended purpose, trading conditions or risk characteristics of the KAMINARI Account;
 - (c) undermines the integrity, fairness or commercial interests of the Company's trading services; or
 - (d) constitutes abusive, manipulative, opportunistic, fraudulent or bad-faith trading,
- shall be deemed to constitute a material breach of these Terms and Conditions regardless of whether such conduct is specifically described in this Agreement.

9.4 The Company shall have the sole and absolute discretion to determine whether any trading activity constitutes prohibited conduct.

9.5 Where the Company reasonably determines that a Client no longer satisfies the eligibility requirements for the KAMINARI Account, or that the Client's trading activity presents an unacceptable operational, financial, regulatory or commercial risk, the Company reserves the right, without prior notice, to reject, suspend, restrict, downgrade or terminate the KAMINARI Account.

9.6 The Company may also determine that a Client is not eligible for the KAMINARI Account where such Client is directly or indirectly associated with, or connected to, other Clients who have engaged in prohibited trading activities or breached these Terms and Conditions. Furthermore, the Company reserves the right, at its sole discretion, to refuse, suspend or withdraw eligibility for the KAMINARI Account where a Client is considered to present an elevated or unacceptable risk profile.

9.7 Scalping is permitted on the Account, provided it does not involve the activities described in Section 9.2.

10. Acknowledgements

10.1 The Client acknowledges, confirms and agrees to be legally bound by these Terms and Conditions, the Client Agreement, and any other legally binding agreements entered into between the Client and the Company.

10.2 By applying for, registering or using the KAMINARI Account, the Client confirms that they have read, understood and agreed to comply with these Terms and Conditions, together with any other policies, procedures or agreements published by the Company from time to time.

10.3 The Client acknowledges that participation in the KAMINARI Account does not create any vested right to maintain the Account or any associated trading conditions. The Company reserves the right to amend, suspend, withdraw or terminate the KAMINARI Account at its sole discretion in accordance with these Terms and Conditions.

10.4 The Client acknowledges that the Company may request additional information or documentation at any time for the purposes of account verification, regulatory compliance, risk management or ongoing account monitoring. Failure to provide such information within the timeframe specified by the Company may result in restrictions on the Account or suspension of trading services.

10.5 The Client acknowledges that all trading activities conducted through the KAMINARI Account remain subject to the Company's Client Agreement, Order Execution Policy, Risk Disclosure, Anti-Money Laundering Policy and all other applicable legal documents published by the Company.

10.6 The Client acknowledges that trading Contracts for Difference (CFDs) involves a high level of risk and may result in the loss of all invested capital or more. CFD trading is not suitable for every investor. The Client confirms that they fully understand the risks associated with leveraged trading and, where appropriate, have obtained independent financial, legal or tax advice before trading.

10.7 The Client acknowledges that all orders submitted through the KAMINARI Account shall be executed in accordance with the Company's Order Execution Policy and applicable trading conditions published on the Company's official website.

10.8 Where the Company reasonably believes or suspects that a Client has engaged in prohibited trading activities, arbitrage, market manipulation, abusive trading, fraudulent

conduct, collusion, misuse of promotional benefits or any activity inconsistent with these Terms and Conditions, the Company reserves the right, at its sole discretion and without prior notice, to take one or more of the following actions:

- a) Suspend, restrict or permanently terminate any trading account held by the Client.
- b) Cancel, withdraw or reverse any promotional benefits, credits or trading privileges granted to the Client.
- c) Cancel, void or reverse any transaction, including executed trades, pending orders, profits, losses or account balances that the Company reasonably determines were obtained through prohibited conduct.
- d) Take any other action reasonably necessary to protect the integrity of the Company's trading environment and comply with applicable legal or regulatory obligations.

10.9 The Client acknowledges and agrees that where the Company exercises any rights available under these Terms and Conditions, the Company shall not be liable for any direct, indirect, incidental or consequential loss or damage arising from such actions, except where otherwise required by applicable law.

10.10 These Terms and Conditions are prepared in the English language. Any translation into another language is provided solely for convenience. In the event of any inconsistency, conflict or discrepancy between the English version and any translated version, the English version shall prevail.

11. Dispute Resolution

11.1 Any dispute arising out of or in connection with these Terms and Conditions shall be handled in accordance with the Company's Complaints Handling Policy and other applicable internal procedures.

11.2 Any complaint relating to the KAMINARI Account must be submitted in writing to the Company's Customer Support Department using the contact methods specified on the Company's official website. The Client acknowledges that all complaints shall be reviewed in accordance with the Company's internal complaint handling procedures and applicable regulatory requirements.

12. Amendments

12.1 The Company reserves the right, at its sole and absolute discretion, to amend, modify, suspend or terminate the KAMINARI Account and/or these Terms and Conditions at any time without prior notice. Any such amendment shall become effective immediately upon publication on the Company's official website unless otherwise

specified. Continued use of the KAMINARI Account following such amendment shall constitute the Client's acceptance of the revised Terms and Conditions.

13. Termination

13.1 The Company reserves the right, at its sole and absolute discretion, to refuse, suspend, restrict or terminate the KAMINARI Account offered to any Client without providing any reason.

13.2 Where the Company reasonably believes that a Client has provided false, misleading, inaccurate or fraudulent information during the account opening process, identity verification process, or at any time while using the KAMINARI Account, the Company reserves the right, without prior notice, to:

- a) Reject or terminate the Client's eligibility for the KAMINARI Account.
- b) Suspend, restrict or permanently close any trading account held by the Client.
- c) Cancel any promotional benefits, trading privileges or credits granted to the Client.
- d) Void any transaction, profit, credit or benefit obtained as a result of such conduct.
- e) Take any other action reasonably necessary to protect the Company's legitimate business interests and comply with applicable legal or regulatory obligations.

13.3 The Company may terminate or suspend the KAMINARI Account immediately where the Client breaches these Terms and Conditions, the Client Agreement, or any other agreement or policy applicable to the Client's trading relationship with the Company.

13.4 Termination or suspension of the KAMINARI Account shall not affect any rights, obligations or liabilities accrued prior to the date of termination. The Company reserves the right to complete any pending investigation or review relating to the Client's trading activities before releasing any remaining funds or closing the Account.

13.5 Breach of Terms and Good Faith

Where the Company reasonably believes that a Client has abused, manipulated, exploited or otherwise breached these Terms and Conditions, the Client Agreement, or any other applicable policy, promotional program or trading condition offered by the Company, or has failed to act in good faith, the Company reserves the right, at its sole and absolute discretion and without prior notice, to:

- a) Cancel, withhold, withdraw or reverse any promotional benefits, trading privileges, credits or rewards granted to the Client;

- b) Suspend, restrict or terminate the Client's eligibility for the KAMINARI Account with immediate effect;
- c) Void, cancel or reverse any trades, profits, credits or other benefits that the Company reasonably determines were obtained through prohibited or abusive trading activities.

13.6 Hedging and Risk Circumvention

Where the Company reasonably believes that a Client has abused these Terms and Conditions through internal hedging (using multiple accounts held with the Company), external hedging (using accounts maintained with other brokers), coordinated trading, or any other strategy intended to eliminate, reduce or transfer genuine market risk, or has otherwise failed to act in good faith, the Company reserves the right, without prior notice and at its sole discretion, to take one or more of the following actions:

- a) Remove the Client's eligibility for the KAMINARI Account.
- b) Suspend, restrict or terminate one or more trading accounts held by the Client.
- c) Cancel, withhold or reverse any promotional benefits, trading privileges, credits or profits associated with such activity.
- d) Take any other action reasonably necessary to protect the integrity of the Company's trading environment and ensure compliance with applicable laws, regulations and internal policies.

14. Company Actions in Respect of Prohibited Trading

Where the Company determines, at its sole and absolute discretion, that a Client has engaged in prohibited trading activities or otherwise breached these Terms and Conditions, the Company may, without prior notice, take one or more of the following actions:

- a) Remove, restrict or modify any enhanced leverage privileges applicable to the KAMINARI Account.
- b) Reduce the leverage level applicable to one or more trading accounts.
- c) Convert the KAMINARI Account to the Company's standard trading conditions or any other account type deemed appropriate.
- d) Void, cancel or reverse any trades, profits, credits, rebates, promotional benefits or other advantages that the Company reasonably determines were obtained through prohibited conduct.

- e) Reverse or adjust any negative balance protection or other account adjustments where applicable.
- f) Impose reasonable administrative charges, risk management fees or other costs arising from the Client's prohibited trading activities.
- g) Suspend, restrict, close or permanently terminate any or all trading accounts held by the Client.
- h) Remove the Client's eligibility to participate in the KAMINARI Account or any future promotional programs offered by the Company.
- i) Take any additional action reasonably necessary to protect the Company's trading environment, other Clients and the Company's legitimate business, legal and regulatory interests.