Individual Account Opening Agreement



Name of Client2:			
Account Number:			
Account Type:			
Date of Account Opening:	/	/	Account Type:
Account Opened By:			Designation:
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Trading foreign exchange on margin carries a high level of risk and may not be suitable for all investors. Always invest the money you can afford to lose. The high degree of leverage can work against you as well as for benefiting you. Before deciding to trade foreign exchange you should carefully consider your investment objectives, level of experience and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with foreign exchange trading, and seek advice from an independent financial advisor if you have any doubts.

Always use the "STOP LOSS ORDERS" to minimize your risk.... Always-Always



Account Opening Agreement

Appendix I: Individual Account Information

Appendix II: Risk Disclosure Statement

Appendix III: Personal Details of Trader / Client

Appendix IV: Additional Requirements & Account Funding

This is a legal contract (hereinafter referred to as "Agreement") between AXIOM TRADERS (herein after referred to as "AXIOM TRADERS") a limited corporation, its successors and assigns, and the party (hereinafter referred to as "Trader" or "Client") executing this document. In connection with opening an account with AXIOM TRADERS to speculate and purchase and or sell financial instruments, which may be purchased and or sold to AXIOM or through AXIOM TRADERS for Trader's account(s), Trader acknowledges and agrees as follows:

- **1. Over-The-Counter Foreign Exchange**. Trader may purchase and or sell cash or spot foreign currency (hereinafter referred to as "Currency") and any similar financial instruments, through the over-the-counter foreign exchange markets (collectively referred to as "OTCFX"), where AXIOM TRADERS may act as Trader's counterparty in the purchase and or sale of the Currency.
- **2. Authorization to Trade OTCFX**. AXIOM TRADERS is authorized to purchase and sell OTCFX for Trader's account(s) with counterparty banks or sophisticated institutions or participants, in accordance with Trader's oral or written or computer instructions. AXIOM TRADERS is authorized to execute all orders with such banks or sophisticated institutions or participants as AXIOM TRADERS deems appropriate.
- **3.** Margins and Deposit Requirements. Trader shall provide to and maintain with AXIOM TRADERS margin in such amounts and in such forms as AXIOM TRADERS, in its sole discretion, may require or as may be otherwise required by applicable regulation. Trader is aware and acknowledges that the requirements for margin vary, and may be changed from time to time, at AXIOM TRADERS sole discretion, based upon account size; volume traded, and market conditions. Such margin requirements may be greater or less than margins required by a counterparty bank. AXIOM TRADERS may change margin requirements at any time. Trader agrees to deposit by immediate wire transfer such additional margin when and as required by AXIOM TRADERS and will promptly meet all margin calls in such mode of transmission as AXIOM TRADERS in its sole discretion designates. AXIOM TRADERS may at any time proceed to liquidate Trader's account in accordance any failure by AXIOM TRADERS to enforce its rights



hereunder shall not be deemed a waiver by AXIOM TRADERS to enforce its rights thereafter. No previous margin requirement by AXIOM TRADERS shall preclude AXIOM from increasing that requirement without prior notice.

- **4. Settlement Date, Rollovers and Delivery**. With respect to purchases or sales of Currencies through an OTCFX account, Trader agrees to instruct AXIOM TRADERS as to the offset or rollover of a Currency position. Except as provided herein, during the term of the Currency position, Trader shall give AXIOM TRADERS instructions for rolling the Currency position no later than two hours prior to the settlement of trading in the Currency contract on the day Trader intends to rollover a Currency position. In addition, Trader, by noon of the business day before the settlement date of the Currency contract, shall instruct AXIOM TRADERS whether to deliver, offset or rollover the Currency position. In the absence of timely instructions from Trader, AXIOM TRADERS is authorized, at AXIOM TRADERS absolute discretion, to deliver rollover or offset all or any portion of the Currency positions in the OTCFX account(s) for Trader's Account(s) and at Trader's risk. Trader's account(s) shall be charged commissions, at broker's rates, upon the rollover or offset of a Currency position. Trader also acknowledges that the purchase or sale of a Currency always anticipates the accepting or making of delivery, though in most cases the accepting or making of delivery will not actually occur.
- **5. Price Differences**. Trader acknowledges that OTCFX business is not traded on an organized exchange and therefore does not require open-outcry. Even though quotations or prices are afforded by many computer-based component systems, the quotations and prices may vary due to various reasons, including without limitation to spread sizes, markups and markdowns, commissions, fees, delays in transmission and market liquidity.
- **6. Interest / Premium**. Interest on open positions will not be charged or paid on a daily basis. If a requires interest / premium to be charged or paid on the underlying currency pair has to sign a document for the request, Trader acknowledges that such interest rates shall be determined by AXIOM TRADERS, in its sole discretion.
- 7. Governmental, Counterparty Institution and Inter-banking System Rules. All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the counterparty institution or other interbank market (and its clearing organization, if any) where executed and to all applicable laws and regulations. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, or a contract market or clearing organization which shall be binding upon AXIOM TRADERS and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. Trader acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements and Trader shall not



thereby be given any independent legal or contractual rights with respect to such requirements.

- 8. Collateral Terms. All currencies and other tradable instruments of Trader which AXIOM TRADERS or its affiliates may at any time be carrying for Trader or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by AXIOM TRADERS as security and subject to a general lien and right of set-off for liabilities of Trader to AXIOM TRADERS whether or not AXIOM TRADERS has made advances in connection with such currencies or other tradable instruments, and irrespective of the number of accounts Trader may have with AXIOM TRADERS. AXIOM TRADERS may in its discretion, at any time and from time to time, without notice to Trader, apply and or transfer any or all funds of Trader between any of Trader's accounts. Trader hereby also grants to AXIOM TRADERS the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Traders, to itself as broker or to others, any funds of Trader held by AXIOM as margin or security. AXIOM TRADERS shall at no time be required to deliver to Trader the identical property delivered to or purchased by AXIOM TRADERS for any account of Trader. This authorization shall apply to all accounts carried by AXIOM TRADERS for Trader and shall remain in full force until all accounts are fully paid for by Trader or notice of revocation is sent by AXIOM TRADERS from its home office.
- 9. Liquidation of Accounts and Payment of Deficit Balances. In the event of (a) the death or judicial declaration of incompetence of Trader; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Trader; (c) the filing of an attachment against any of Trader's accounts carried by AXIOM TRADERS, (d) insufficient margin, or AXIOM TRADERS determination that any collateral deposited to protect one or more accounts of Trader is inadequate, regardless of current market quotations, to secure the account; (e) Trader's failure to provide AXIOM TRADERS any information requested pursuant to this agreement; or (f) any other circumstances or developments that AXIOM TRADERS deems appropriate for its protection, and in AXIOM TRADERS sole discretion, it may take one or more, or any portion of, the following actions: (1) satisfy any obligation Trader may have to AXIOM TRADERS, either directly or by way of guaranty of surety ship, out of any of Trader's funds in its custody or control; (2) sell any or purchase any or all financial instruments held or carried for Trader; and (3) cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Trader. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Trader, Trader's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Trader's or held jointly with others. In liquidation of Trader's long or short positions, AXIOM TRADERS may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in AXIOM



TRADERS sole judgment may be advisable to protect or reduce existing positions in Trader's account. Any sales or purchases hereunder may be made according to AXIOM TRADERS judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and AXIOM TRADERS may purchase the whole or any part thereof free from any right of redemption. Trader shall at all times be liable for the payment of any deficit balance of Trader upon demand by AXIOM TRADERS and in all cases, Trader shall be liable for any deficiency remaining in Trader's account(s) in the event of the liquidation thereof in whole or in part by AXIOM TRADERS or by Trader. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of Trader due to AXIOM TRADERS, trader shall promptly pay upon demand, the deficit and all unpaid liabilities, together with interest thereon equal to three (3) percentage points above the then prevailing prime rate at AXIOM TRADERS principal bank or the maximum interest rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, witness fees, travel expenses and the like. In the event AXIOM TRADERS incurs expenses other than for the collection of deficits, with respect to any of the account(s) of Trader, Trader agrees to pay such expenses.

- 10. Charges. Trader shall pay such brokerage, commission and special service and all other charges (including, without limitation, markups and markdowns, statement charges, idle account charges, order cancellation charges, account transfer charges or other charges), fees (including, without limitation, fees imposed by any interbank agency, bank, contract markets or other regulatory or self-regulatory organizations) arising out of AXIOM TRADERS providing services hereunder. AXIOM TRADERS may change its commission, charges, and or fees without notice. Trader agrees to be liable to AXIOM TRADERS for interest on amounts due from Trader to AXIOM TRADERS at an interest rate equal to three (3) percentage points above the then prevailing prime rate at AXIOM TRADERS principal bank or the maximum interest rate allowed by law, whichever is lower. All such charges shall be paid by Trader as they are incurred, or as AXIOM TRADERS in its sole and absolute discretion, may determine, and Trader hereby authorizes AXIOM TRADERS to withdraw the amount of any such charges from Trader's accounts(s). AXIOM TRADERS and Trader agree and confirm that all prices quoted to Trader are not inclusive of markups and markdowns.
- 11. Trading Agent. In the event that Trader grants trading authority or control over Trader's account to a third party (Trading Agent), whether on a discretionary or non-discretionary basis, AXIOM TRADERS shall in no way be responsible for reviewing Trader's choice of such Trading Agent or for making any recommendations with respect thereto. AXIOM TRADERS makes no representations or warranties concerning any Trading Agent; AXIOM TRADERS shall not be responsible for any loss to Trader occasioned by the actions of the Trading Agent; and AXIOM TRADERS does not, by implication or otherwise endorse or approve of the operating methods



of the Trading Agent. If Trader gives the Trading Agent authority to exercise any of its rights over Trader's account, Trader does so at his own risk.

- 12. No Guarantees to Credit Worthiness. There are no guarantees to the credit worthiness of the counterparty of your positions. Every attempt has been made to deal with reputable creditworthy banks, institutions, clearing houses and other participants. Also, there may be certain cases in which trading liquidity decreases causing trading in certain financial instruments to cease, thereby preventing the liquidation of an adverse position that may result in a substantial financial loss.
- 13. Internet Failures. Since AXIOM TRADERS does not control signal power, its reception or routing via Internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortions or delays when trading on-line (via Internet).
- 14. Right to Refuse Orders. AXIOM TRADERS retains the right to limit the amount and / or total number of open positions that Trader may acquire or maintain at AXIOM TRADERS. AXIOM TRADERS will attempt to execute all orders, which it may, in its sole discretion, choose to accept in accordance with the oral or written or computer instructions of Trader's. AXIOM TRADERS reserves the right to refuse to accept any order. However, AXIOM TRADERS shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of AXIOM TRADERS including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and / or information due to a breakdown in or failure of any transmission or communication facilities.
- 15. Password Protection. The Trader is obligated to keep passwords secret and ensure that third parties do not obtain access to the trading facilities. The Trader will be liable to AXIOM TRADERS for trades executed by means of the Trader's password even if such use may be wrongful.
- 16. Quoting Errors. Should quoting errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote which is not representative of fair market prices, an erroneous price quote from a Trader, such as but not limited to a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and / or inaccurate external data feeds provided by third-party vendors, AXIOM TRADERS will not be liable for the resulting errors in account balances. The foregoing list is not meant to be exhaustive and in the event of a quoting error, AXIOM TRADERS reserves the right to make the necessary corrections or adjustments on the account involved. Any dispute arising from such quoting errors will be resolved on a basis of a fair market value of a financial instrument at the time such an error occurred.
- 17. Electronic trading. Trading on an electronic trading system may differ not only from trading in the interbank market but also from trading on other electronic trading systems. If you



undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

- **18. Conflicts of Interest**. Trader acknowledges that AXIOM TRADERS and / or its subsidiaries, officers, directors, affiliates, associates, stockholders or representatives may have positions in or may intend to buy or sell financial instruments, which are offered to Trader by AXIOM TRADERS or through AXIOM TRADERS, or which are subject of market recommendations furnished to Trader, and that the market positions of AXIOM TRADERS or any such subsidiary, officer, director, affiliate, associate, stockholder or representative may be opposing to the positions of Trader, and may not be consistent with the recommendations furnished to Trader by AXIOM TRADERS.
- 19. Trading Recommendations, Signals and Alerts. Trader acknowledges that (1) any market recommendations and information, including the trading signals and alerts ("Trading Recommendations"), communicated to Trader by AXIOM TRADERS or by any person within the company or by any market analyst listed on the AXIOM TRADERS website does not constitute an offer to sell or the solicitation of an offer to buy any financial instrument, (2) such Trading Recommendations, although based upon information obtained from sources believed by AXIOM TRADERS to be reliable, may be based solely on an opinion and that such information may be incomplete and may be unverified, and (3) AXIOM TRADERS makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy, completeness or profitability of any Trading Recommendations furnished to Trader.
- 20. Account Hibernation. In the event Trader does not deposit funds into Trader's account and does not access Trader's account for ninety (30) days, AXIOM TRADERS may cancel all active orders, close all open positions and place the Trader's account into a hibernation state until the Trader returns and re-activates the Trader's account. Trader acknowledges that AXIOM TRADERS places inactive accounts into hibernation state in order to preserve computer resources.
- 21. Taxation. Trader acknowledges that AXIOM TRADERS makes no representations concerning the tax implications or treatment of any financial instrument or contract offered by AXIOM TRADERS or through AXIOM TRADERS. Trader acknowledges and agrees that tax obligations of Trader are Trader's sole responsibility and that AXIOM TRADERS does not provide any advice, recommendation or information on tax obligations of Trader.
- 22. International Clientele and Jurisdiction. In light of AXIOM TRADERS offering financial instruments and other products and services ("Offerings") to international clientele subject to an enormous number of local, state and federal laws in many countries around the world, Trader acknowledges and agrees that it is Trader's responsibility to check with Trader's local, state and federal government, if AXIOM TRADERS and the offerings and use or purchase of the



offerings are in accordance with all the relevant local, state and federal laws ("Relevant Laws"). If AXIOM TRADERS or the Offerings or use or purchase of the Offerings are not in accordance with the Relevant Laws, it is Trader's obligation to immediately stop using and purchasing Offerings, cancel all active orders, close all open positions held with AXIOM TRADERS and request closure of Trader's account(s) with AXIOM TRADERS. Trader agrees to indemnify and hold AXIOM harmless from all damages or liability resulting from Trader's failure to comply with provisions stipulated in this paragraph.

- 23. Third Party Trading Advice. AXIOM TRADERS does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Client may have received or may receive in the future from Referring Agent or from any other person not employed by AXIOM TRADERS regarding trading of the financial instruments offered by AXIOM TRADERS or the risks involved in such trading.
- 24. No Supervision or Liability. AXIOM TRADERS does not supervise the activities of referring and introducing agents and affiliates (hereinafter referred to as "Introducing Agent" or "Referring Affiliate" or "Referring Agent") and assumes no liability for any representations made by Referring Agent. AXIOM TRADERS and Referring Agents are wholly separate and independent from each other. The agreement between AXIOM TRADERS and Referring Agent does not establish a joint venture or partnership and Referring Agent is not an agent or employee of AXIOM TRADERS.
- 25. Integral Risk Disclosure. AXIOM TRADERS provides risk disclosure information to all new Clients when they open accounts. Client should read that information carefully, and should not rely on any information to the contrary from any other source.
- 26. No Promises Regarding Profits. Client acknowledges that no promises have been made by AXIOM TRADERS or any individual associated with AXIOM TRADERS regarding future profits or losses in Client's account. Client understands that trading is very risky, and that many people lose money trading.
- 27. No Responsibility for Trading Advice. If Referring Agent or any other third party provides Client with information or advice regarding trading of the instruments offered by AXIOM TRADERS, AXIOM TRADERS shall in no way be responsible for any loss to Client resulting from Client's use of such information or advice.
- 28. Trading Systems and Courses. To the extent Client has previously been led to believe or believes that utilizing any third party trading system, course, program, research or recommendations provided by Referring Agent or any other third party will result in trading profits, Client hereby acknowledges, agrees and understands that all trading, including trading done pursuant to a system, course, program, research or recommendations of Referring Agent or another third party involves a substantial risk of loss. In addition, Client hereby acknowledges, agrees and understands that the use of a trading system, course, program,



research or recommendations of Referring Agent or another third party will not necessarily result in profits, avoid losses or limit losses.

- 29. Limited Referral Data Access. Client understands and agrees that if Client's account with AXIOM TRADERS is introduced by Referring Agent, that Referring Agent shall have a limited access, determined in AXIOM TRADERS sole discretion, to data in Client's AXIOM TRADERS account, but the Referring Agent shall not have the right to enter into any trades on Client's account with AXIOM TRADERS.
- 30. Compensation for Referring. Client understands and acknowledges that AXIOM TRADERS may compensate Referring Agent for introducing Client to AXIOM TRADERS and that such compensation may be on a per-trade basis or other basis. Such compensation to the Referring Agent may require the Client to incur a markup, above and beyond the ordinary spread generally provided by AXIOM TRADERS. Further, the Client has a right to be informed of the precise nature of such remuneration.
- 31. Non-Regulated Third Parties. Client understands that Referring Agent and many third party vendors of trading systems, courses, programs, research or recommendations are not regulated by a government agency.
- 32. Risk Acknowledgment. Trader acknowledges that investments in leveraged and nonleveraged transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss in excess of their principal investment and margin deposit. Trader warrants that Trader is willing and able, financially and otherwise, to assume the risk of trading in financial instruments offered by AXIOM TRADERS, and in consideration of AXIOM TRADERS carrying Trader's account(s), Trader agrees not to hold AXIOM TRADERS responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Trader recognizes that guarantees of profit or freedom from loss are impossible of performance in trading. Trader acknowledges that Trader has received no such guarantees from AXIOM TRADERS or from any of its representatives or any Introducing Agent or other entity with whom Trader is conducting his / her AXIOM TRADERS account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations. Trader acknowledges that he /she has been advised and understands the risk factors described in this Agreement and in the Risk Disclosure statement which has been provided to Trader.
- 33. Communications. Reports, statements, notices and any other communications may be transmitted to electronic mail as Trader may from time to time designate in writing to AXIOM TRADERS. All communications so sent shall be deemed transmitted by AXIOM TRADERS when electronically submitted, whether actually received by Trader or not.
- **34. AXIOM TRADERS Responsibilities.** AXIOM TRADERS will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond AXIOM TRADERS control or



anticipation. AXIOM TRADERS shall only be liable for its actions directly attributable to negligence, willful default or fraud on the part of AXIOM TRADERS. AXIOM TRADERS shall not be liable for losses arising from the default of any agent or any other party used by AXIOM TRADERS under this agreement.

- 35. Consent to Electronic Transmission. Client hereby consents to have Client's account information and trade confirmations available on the Internet in lieu of having such information delivered to Client via e-mail. Client will be able to access account information via the AXIOM TRADERS website using Client's account login information to access the account. AXIOM TRADERS will post Client's account activity and Client will be able to generate daily, monthly and yearly reports of account activity as well as a report of each executed trade. Updated account information will be available no more than twenty-four (24) hours after any activity takes place on Client's account. AXIOM TRADERS may show a portion of trading activity in an aggregated form in order to optimize system performance, in which case Client will be able to request email delivery of records of all trading activity that has been aggregated for optimization purposes. Posting of account information on Client's online account will be deemed delivery of confirmation and account statements. Account information will include trade confirmations with trade identifiers, purchase and sale rates, margin information if applicable, statements of profits and losses, as well as current open or pending positions.
- 36. Statements and Confirmation. Reports of the confirmation of orders and statements of accounts for Trader shall be deemed correct and shall be conclusive and binding upon Trader if not objected to immediately upon receipt and confirmed in writing within (1) day after transmittal to Trader by e-mail. Margin calls shall be conclusive and binding unless objected to immediately in writing. In lieu of sending trade confirmation via postal mail, AXIOM TRADERS L will provide Trader Internet access to view his / her account at any time with an online login. Written objections on Trader's part shall be directed to AXIOM TRADERS at its e-mail as indicated on the AXIOM TRADERS website. Failure to object shall be deemed ratification of all actions taken by AXIOM TRADERS or AXIOM TRADERS agents prior to Trader's receipt of said reports. Trader's failure to receive a trade confirmation shall not relieve Trader of the obligation to object as set out herein.
- 37. E-Mail and Address Acknowledgment. Client acknowledge that it is Client's obligation to immediately notify AXIOM TRADERS if there is a change in Client's electronic mail address, or other location to which the electronic records may be provided. The Customer shall acknowledge that the unencrypted information transmitted by e-mail is not protected from any unauthorized access. The Customer is wholly responsible for the privacy of the information received from the email and accepts the risk of any financial losses caused by the unauthorized access of the third party to Customer trading account.
- 38. Privacy Policy. AXIOM TRADERS is committed to safeguarding the personal information that Client provides to us.



- **39.** Trader Representations and Warranties. Trader represents and warrants that: (a) Trader is of sound mind, legal age and legal competence; and, (b) No person other than Trader has or will have an interest in Trader's account(s); and, (c) Trader hereby warrants that regardless of any subsequent determination to the contrary, Trader is suitable to trade instruments offered by AXIOM TRADERS and is a sophisticated institution and / or market participant; and, (d) Trader is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and / or firm registered on any exchange, or any bank, trust, or insurance company that trades the same instruments as those offered by AXIOM TRADERS, and in the event that Trader becomes so employed, Trader will promptly notify AXIOM TRADERS at its home office in writing of such employment; and, (e) All the information provided by the Trader, in the account opening and identification process on AXIOM TRADERS website, is true, correct and complete as of the date hereof and Trader will notify AXIOM TRADERS promptly of any changes in such information.
- **40. Disclosure of Financial Information**. The Trader represents and warrants that the financial information disclosed to AXIOM TRADERS is an accurate representation of the Trader's current financial condition. The Trader represents and warrants that the Trader has very carefully considered the portion of the Trader's assets which the Trader considers to be Risk Capital. The Trader recognizes that Risk Capital is the amount of money the Trader is willing to put at risk and if lost would not, in any way, change the Trader's lifestyle. The Trader agrees to immediately inform AXIOM TRADERS if the Trader's financial condition changes in such a way to reduce the Trader's Risk Capital.
- **41. No Guarantees**. Trader acknowledges that Trader has no separate agreement with Trader's broker or any AXIOM TRADERS employee or agent regarding the trading in Trader's AXIOM TRADERS account, including any agreement to guarantee profits or limit losses in Trader's account. Trader understands that Trader is under an obligation to notify AXIOM TRADERS Compliance Officer immediately in writing as to any agreement of this type. Further, Trader understands that any representations made by anyone concerning Trader's account that differ from any statements Trader receives from AXIOM TRADERS must be brought to the attention of AXIOM TRADERS Compliance Officer immediately in writing. Trader understands that Trader must authorize every transaction prior to its execution, and any disputed transactions must be brought to the attention of AXIOM TRADERS Compliance Officer pursuant to the notice requirements of this Agreement. Trader agrees to indemnify and hold AXIOM TRADERS harmless from all damages or liability resulting from Trader's failure to immediately notify AXIOM TRADERS Compliance Officer of any of the occurrences referred to herein. All notices required under this section shall be sent to AXIOM TRADERS at its e-mail address.
- **42. No Waiver or Amendment.** No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both Trader and an authorized officer of AXIOM TRADERS. No waiver or amendment of this Agreement may be implied from



any course of dealing between the parties or from any failure by AXIOM TRADERS or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

- **43. Severability**. If any provisions hereof are deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability or effectiveness of the remainder of the Agreement shall not be affected and this Agreement shall be enforceable without reference to the unenforceable provision.
- **44. Governing Law and Jurisdiction**. This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby, whether brought by Trader or AXIOM TRADERS, shall be governed by, construed and enforced in all respects by the law.
- **45. Binding Effect**. This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Trader at any time opened or reopened with AXIOM TRADERS irrespective of any change or changes at any time in the personnel of AXIOM TRADERS or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of AXIOM TRADERS and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Trader and / or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Trader. Trader hereby ratifies all transactions with AXIOM TRADERS affected prior to the date of this Agreement, and agrees that the rights and obligations of Trader in respect thereto shall be governed by the terms of this Agreement.
- **46. Termination**. This Agreement shall continue in effect until termination, and may be terminated by Trader at any time when Trader has no open position(s) and no liabilities held by or owed to AXIOM TRADERS upon the actual receipt by AXIOM TRADERS at its home office of written notice of termination, or at any time whatsoever by AXIOM TRADERS upon the transmittal of written notice of termination to Trader; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this agreement nor shall it relieve Trader of any obligations arising out of any deficit balance.
- **47. Indemnification**. Trader agrees to indemnify and hold AXIOM TRADERS, its affiliates, employees, consultants, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by AXIOM TRADERS arising out of Trader's failure to fully and timely perform Trader's agreements herein or should any of the representations and warranties fail to be true and correct. Trader also



agrees to pay promptly to AXIOM TRADERS all damages, costs and expenses, including attorney's fees, incurred by AXIOM TRADERS in the enforcement of any of the provisions of this Agreement and any other agreements between AXIOM TRADERS and Trader.

48. Terms and Headings. The term "AXIOM TRADERS" shall be deemed to include AXIOM TRADERS, its divisions, its successors and assigns; the term "home office" is office of AXIOM TRADERS, accessible through AXIOM TRADERS 's website located at http://www.axiom-traders.com, and through contact forms on AXIOM TRADERS website; the term "Trader" shall mean the party executing the Agreement; and the term "Agreement" shall include all other agreements and authorizations executed by Trader in connection with the maintenance of Trader's account with AXIOM TRADERS regardless of when executed.

The paragraph and segment headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

- **49. Acceptance**. This Agreement shall not be deemed to be accepted by AXIOM TRADERS nor become a binding contract between Trader and AXIOM TRADERS until approved by AXIOM TRADERS home office.
- **50. Consent to Jurisdiction and Venue**. In order to induce AXIOM TRADERS to accept this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trader hereby agrees to the following: (a) Any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby, whether brought by Trader or AXIOM TRADERS, shall be held, within geographical location AXIOM TRADERS chooses, in its sole discretion. Trader consents and submits to, and waives any and all objections Trader may have to such venue, and further agrees to waive and forego any right Trader may have to transfer or change the venue of any action or proceeding encompassed hereby; and, (b) Trader consents and submits to the jurisdiction of any local, state, federal or international court located within the geographical location AXIOM TRADERS chooses, in its sole discretion, in any action or proceeding arising directly or indirectly hereunder or in connection with the transaction hereby, whether brought by Trader or AXIOM TRADERS.
- **51. Recordings**. Trader agrees and acknowledges that all communications and conversations regarding Trader's account(s) between Trader and AXIOM TRADERS personnel may be electronically recorded with or without the use of an automatic tone-warning device. Trader further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Trader or AXIOM TRADERS. Trader understands that AXIOM TRADERS destroys such recordings at regular intervals in accordance with AXIOM TRADERS established business procedures and Trader hereby consents to such destruction.



- 52. Modifications to the Agreement. AXIOM TRADERS reserves the right to change and / or modify any and all terms of this Agreement from time to time, and at any time, with or without notice to Trader, by posting such changes on the AXIOM TRADERS website. Trader is responsible for regularly reviewing these terms and conditions for any modifications and agrees to be bound by the same.
- **53. Force Majeure.** In case of force major the Customer shall accept the risk of financial losses. Should circumstances precluding any of the Parties from partial or complete performance of the responsibilities set forth in this Agreement arise, such as war, hostilities of any nature, blockade, export and import restrictions, fires, floods, earthquakes, and other natural phenomena beyond control of any of the Parties, the due date of Parties? Obligations will be postponed in accordance with the period of existence of the aforementioned circumstances. If the duration of the aforementioned circumstances should exceed three months, any of the Parties will have the right to abandon its obligations pursuant to this Agreement and, in such a case, the other Party will have no right to enter a claim against the first Party to recover possible losses. The Party, whose performance of this Agreement should become impossible, will have to notify the other Party about the beginning and cessation of the existence of the circumstances precluding the Party from the performance of its obligations immediately.

I ACKNOWLEDGE THAT I AM AT LEAST 18 YEARS OF AGE AND THAT I HAVE READ AND UNDERSTOOD THE USER AGREEMENT, INCLUDING THE RISK DISCLOSURE, AND I UNDERSTAND AND ACCEPT THAT THESE ELECTRONIC DOCUMENTS ARE LEGALLY BINDING

Signature:	Clients/Investor Name:

Risk Disclosure

Appendix II: Risk Disclosure Statement

High Risk Investment

Trading foreign exchange on margin carries a high level of risk, and may not be suitable for all investors. Always invest the money you can afford to lose. The high degree of leverage can work against you as well as for benefiting you. Before deciding to trade foreign exchange you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or your entire initial investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with foreign exchange trading, and seek advice from an independent financial advisor if you have any doubts.

AXIOM TRADERS Market Opinions

Any opinions, news, research, analysis, prices, or other information contained on this website is provided as general market commentary, and does not constitute investment advice. AXIOM TRADERS will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information. The trades ordered or placed by the investor or on behalf of the investor by his/her discretionary trader which brings profit or loss will not be on the responsibility of the company or its any staff member.

Internet Trading Risks

There are risks associated with utilizing an Internet-based deal execution trading system including, but not limited to, the failure of hardware, software, and Internet connection. Since AXIOM TRADERS does not control signal power, its reception or routing via Internet or wireless connection, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortions or delays when trading via the Internet. AXIOM TRADERS employs backup systems and a contingency plan to minimize the possibility of system failure, and trading via telephone is always available.

Accuracy of Information

The content on this website is subject to change at any time without notice, the contents on the website are just an information and data which is been provided to the traders and the visitor of the website and is provided for the sole purpose of assisting traders to make independent investment decisions. AXIOM TRADERS has taken reasonable measures to ensure the accuracy of the information on the website, however, does not guarantee its accuracy, and will not accept liability for any loss or damage which may arise directly or indirectly from the



content or your inability to access the website, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through this website.

Distribution

This site is not intended for distribution, or use by, any person in any country where such distribution or use would be contrary to local law or regulation. None of the services or investments referred to in this website is available to persons residing in any country where the provision of such services or investments would be contrary to local law or regulation. It is the responsibility of visitors to this website to ascertain the terms of and comply with any local law or regulation to which they are subject. Any such claims if received from any such visitor or investor will not be accepted and there will be no justification for the same.

Market Risks and Online Trading

Our trading platform provides sophisticated order entry and tracking of orders. All stop-loss, limit and entry orders are guaranteed against slippage except in extraordinary volatile market conditions. Trading on-line, no matter how convenient or efficient does not necessarily reduce risks associated with currency trading. All quotes and trades are subject to the terms and conditions of the Client Agreement accessible through this website. Any failure in the quotes or delayed quotes will not be guaranteed for any loss or profit as the data provided to the online trading platform is been linked up with the data providers.

"AXIOM TRADERS does not take responsibility for Third Party Account Managers"

Should a Customer grant a Third Party Account Manager trading discretionary trading authority or control over a Customer's Account, the Customer acknowledges that AXIOM TRADERS does not take any responsibility for any action done by that Third Party on the Customer's behalf. The Customer grants Third Party trading authority for the Customer's Account at it sole, and full risk. AXIOM TRADERS reserves the right to correct any deals executed on misquoting errors: In the case when a quoting error occurs that results in a Customer deal done at an off-market price, AXIOM TRADERS reserves the sole discretionary right to make the necessary corrections and adjustments to the Customer's Account whether it be in the favor of the Customer or not in the Customer's favor. Any change will be reported to the Customer either verbally or via an electronic method such as but not limited to email.

"Customers are responsible for any reporting errors"

Any reporting and confirmation errors of omission, and/or errors in details of transactions including but not limited to the price contracts were executed, the currency pair traded, the market direction (i.e. "buy" or "sell") of order, the type of order and/or any errors in fees, charges or credits to the Customer's Account including but not limited to charges for executing a transaction, wiring funds, rolling over position, and sweeping foreign currency balances into the home currency, require that the customer notify the Dealing Desk immediately upon discovery for review. In addition, the Customer is responsible to submit any errors in writing to



Dealing Desk and send the complete details to Customer Care Department at the mailing address Dealing Desk and send the complete details to Customer Care Department.

The above Risk Disclosure Statement is read and understood by the client/investor, and this is an acknowledgement that after reading the above risk disclosure the client/investor agrees to start business with AXIOM TRADERS.

Signature:	Clients/Investor Name:	Clients/Investor Name:		
Witness Name				
Signature:	Designation:			



Appendix III: Personal Details of Trader / Client

PERSONAL DETAILS						
First Name:	Middle:	Last:				
Father/Husband Name:						
Gender:	Marital Status:		Date of Birth: / /			
Apartment/Suite:	Street:					
City:	Postal Code:		Country:			
Telephone (work):		Telephone (hom	ne):			
Mobile:		Fax:				
Email:		Website:	Website:			
Nationality:		Country of Resid	dence:			
PERMANENT ADDRESS OTH	IFR THAN TH	F ABOVE ADD	RESS			
Apartment/Suite:	Street:					
City:	Postal Code:		Country:			
Telephone (work):		Telephone (hom	ne):			
Mobile:		Fax:				
Email:		Website:				
Nationality:		Country of Resid	dence:			
OCCUPATIONAL DETAILS						
Business Title:						
Employer Name (if employed):						
Email:		Website:				
OCCUPATIONAL DETAILS Business Title: Employer Name (if employed):			dence:			



BANK ACCOUNT INFORMA	TION					
Bank Account Title:						
Bank Name:						
Branch:	Account Number:					
SWIFT:	SWIFT:					
NEXT OF KIN (BENEFICARY)					
First Name:	Middle:	Last:				
Father/Husband Name:						
Gender:	Relation:		Date of	Birth:	/	/
Apartment/Suite:	Street:					
City:	Postal Code:		Country:			
Telephone (work):		Telephone (home):				
Mobile:		Fax:				
Email:	Website:					
Nationality:	Country of Residence					
FINANCIAL INFORMATION						
What is your trading experience?						
Spot	CFDs		Commodities			
Where did you hear about Axiom	Traders Limited?	l				
Will any other person(s) control, n	Will any other person(s) control, manage or direct the trading in this account? YES NO					

If YES, please fill out the Discretionary Form.



- The undersigned hereby attest(s) and certifies that the above information is complete and accurate.
- The undersigned hereby authorize(s) AXIOM TRADERS LIMITED to verify any or all of the foregoing information.

Specimen Signature Client:	Specimen Signature Client:
Clients/Investor Name:	Date:/
Clients/Investor Name:	Date:/
For Office Use:	
Account Number: Use	rname:
Deposited in USD: Opening Dat	e:/
IB / Referral:	Гуре of Account:



Appendix IV - CLIENT CHECK SHEET - INDIVIDUAL ACCOUNT

We request that you take time to complete this check sheet to ensure that the account opening

forms have been completed correctly and that all the necessary documentation is attached before submitting.							
Did you	u Client Check for Off	ce Use					
✓	Signed the Client	Acknowledgment form?	Yes	5	No		
\checkmark	Has your signature	e been witnessed?	Yes	5	No		
\checkmark	Completed the Cli	ent Information form?	Yes	5	No		
✓	✓ Completed the Authorized Signatories form? Yes No						
	MENTS REQUIRED Include Client Check						
Certifie	d copy of a Governme	ent issued photo ID i.e. passport	t?				
Copy of	f a Bank Deposit Slip o	or Statement that records your r	name, account	number and	address?		
	Yes No						
Copy of Birth Certificate (if under 18 years of age)?							
	Yes No						
Resident withholding tax exemption certificate or declaration confirming Non-Resident status?							
	Yes No						
Photo ID & Bank Deposit Slip for Authorized Signatory?							
	Yes No)					