# Discretionary Agreement Client and Trader



Name of Client:			
Account Number:			
Account Type:			
Date of Account Opening:	/	/	Account Type:
Account Opened By:			Designation:

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



## **DISCREATIONARY AGREEMENT**

APPOINTMENT	A	PP	O	IN'	TΝ	1E	NT
-------------	---	----	---	-----	----	----	----

I/We	(the Client)
Appoint	(the Discretionary Trader)

to act on my behalf with AXIOM TRADERS on a discretionary basis pursuant to the terms and conditions laid out hereunder.

#### **Terms and Conditions**

- 1. The Client acknowledges that he/they have reviewed the trading strategy of the discretionary trader and based on their own due diligence wishes to enter into this discretionary agreement on an informed basis.
- 2. The Client acknowledges that the Company does not endorse or promote the discretionary trader in any way, shape or form and the Client fully indemnifies the Company from any loss incurred as a result of the appointment of the discretionary trader to manage the Client's account.
- 3. The Client acknowledges that they have been given the opportunity to take this agreement away and seek independent advice prior to entering into such agreement, and further acknowledges that they have entered into this agreement on an informed basis.
- 4. The Client hereby authorizes the discretionary trader as its/his/her agent and attorney to buy, sell and trade futures, foreign exchange, equities, securities, and any Exchange traded contracts inclusive of derivatives and other off exchange products and/or arrange finance or leverage for the Client's account and risk in accordance with the Client Agreement, Disclosure documents, and any other documentation executed by the Client with the Company.
- 5. Subject to any limitations contained in writing (whereby the Client limits the discretionary trader's discretion by reference to the markets traded, size of open position, number of contracts traded per day, the proportion of money or property lodged with the Company to be used for initial margins and other limitations agreed in writing) between the Client and the discretionary trader, the Client authorizes the discretionary trader to give instructions on the Client's behalf to the Company to trade in contracts on exchange, off exchange and/or market, at the absolute discretion of the discretionary trader and without reference to, or approval by the Client.



- 6. The Client may at any time by written notice instruct the discretionary trader, Introducing or referral Broker, or the company to:
- a) Change any of the limitations referred to in clause 5 of these terms & conditions;
- b) Transfer any open position to a non-discretionary account of the Client.
- 7. The Client acknowledges that at the time any such written instructions that contravenes this original agreement are given to the discretionary trader or the Introducing Broker, the Client must immediately advise in writing the Company of those same instructions. The said new instructions are effective from the time that the Company receives the same.
- 8. The Client acknowledges that the Discretionary Trader, Introducing Broker or Referral Broker will receive commission payments in respect to the Client's account from the Company. This commission will be no more that what is being charged by the company to the client as per the trading arrangement.
- 9. As the discretionary trader or the Introducing Broker is receiving commissions for trading the Clients account, the Client is to ensure that the Introducing Broker is trading within the limitations set by the Client in clause 5 of these terms & conditions.
- 10. The Client acknowledges that the discretionary trader and the introducing broker both receive income by way of commission rebates from the Company based on the number of trades made on the Clients account. Consequently, the Client is advised that this could be in direct conflict with the performance of the account being managed under discretion. The Client also acknowledges and agrees to monitor it/his/her account to ensure that trading is not taking place in order to just generate income for the discretionary trader or the Introducing Broker.
- 11. The Client hereby ratifies and confirms any and all purchases, sales or trades entered into with the Company by the discretionary trader or the Introducing Broker Introducing. Further, the Client agrees to pay all costs, expenses or losses incurred with the Company by the discretionary trader on the Client's behalf.
- 12. This agreement is in addition to (and in no way limits or restricts) any rights which the Company may have under any other agreement or agreements between the Client and the Company.



- 13. This agreement is a continuing one and shall remain in full force and effect until revoked by the Client by a written notice addressed to the Company and delivered to its office. Such revocation shall not affect any liability in anyway resulting from any transaction initiated pursuant to this agreement prior to such revocation.
- 14. The Client agrees and acknowledges that the Introducing Broker and/or discretionary trader is acting as agent for the Client and not for the Company and that the Company has no responsibility for any advice given by the Introducing Broker and/or discretionary trader or any instructions given pursuant to this agreement.
- 15. The Client agrees and acknowledges that any dispute that the Client has whatsoever with regard to the discretionary trading policy employed by the discretionary trader, is solely a dispute between the Client and the discretionary trader and the Client further agrees and acknowledges to not involving the Company in such a dispute.

# **Discretionary Authority**

#### **Risks**

- 1. The Client acknowledges that they can lose more funds than they have deposited in the margin account. A decline in the value of securities that are purchased on margin may require the Client to provide additional funds to the Company to avoid the forced sale of those securities or other securities in the Client's account.
- 2. The Client acknowledges that they have been advised that they are not to invest money that they are not in a position to lose. In addition, trading on a margin basis means that any market movement will have a proportionate effect on the Client's deposited funds. This can work for the Client as well as against the Client. The possibility exists that the Client could sustain a total loss of initial margin funds and a call for further funds if the market moved against the Client.
- 3. Even though the client has granted trading authority, the Company shall send the client a confirmation of every trade made for the client account, and a profit and loss statement showing the financial results of each transaction closed out for your account. The client should carefully review these statements. If you have questions call the Company.

## **Disclosure**

In terms of full disclosure the Client acknowledges that the Introducing Broker is not an employee of the Company or an associated Company and further acknowledges that they have been advised that the Introducing Broker receives income by way of commission rebates from the Company based on the number of trades made on the Clients account. Consequently, the Client is advised that this could be in direct conflict with the performance of the account being managed

# Discretionary Agreement Client and Trader



under discretion. The Client also acknowledges and agrees to monitor it/his/her account to ensure that trading is not taking place in order to just generate income for the Introducing Broker.

The trading authorization over the Client account remains in effect until revoked in writing by the client, if for any reason the client wishes to revoke the trading authorization given, please bear this procedure in mind.

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