

Axiom Traders Dealers Agreement



AXIOM TRADERS

Learn to Earn

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-Always



DEALER AGREEMENT

This agreement is duly signed on the date as of ____/____/____ between AXIOM TRADERS with its office at Titoff Place, 24.5 Old Northern Highways, Boston Village, Belize District, Belize. Central America

And (Dealer)

Resident of:	
Name of Dealer:	
Address 1:	
Address 2:	
Telephone:	Fax:
Email:	Mobile:

BANK ACCOUNT DETAILS

Bank:	Title of Account:
Address:	Branch:
Account No:	SWIFT CODE:
IBAN No:	

:

INTRODUCTION

A. AXIOM TRADERS is an Online Trading Service provider and authorized to carry on the business of dealing Forex, Commodities, Indices, Metals, Energy, Binary, Crypto Currencies and CFDs and online stocks generally as per the regulations of its offshore jurisdiction on behalf its clients and itself on any global exchange with connection with online trading.

B. (Dealer) is a AXIOM TRADERS Dealer in

SPOT TRADING

CFDs

ONLINE STOCKS

✓ (please the choice of yours)

FUTURES TRADING

OPTION TRADING

ARBITRAGE TRADING



C. (Dealer) and AXIOM TRADERS desire to enter into this Agreement pursuant to which (Dealer) will introduce Clients to his office location/city/country at the address and details of the premises given in the Appendix 1 (as defined) to AXIOM TRADERS, on a fully disclosed basis, (i) execute and clear orders (as defined) Now therefore, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. CERTAIN DEFINITIONS. When used herein the following terms shall have the following meaning:

1.1 "Account" shall mean an account established in AXIOM TRADERS for a Client introduced to it and accepted by AXIOM TRADERS.

1.2 "Broker" means broker-dealers AXIOM TRADERS, in the case of, AXIOM TRADERS executed orders.

1.3 "Dealer" means a dealer using the partial back office (with parameters decided by AXIOM TRADERS)

1.4 "Client" means a Client of a Broker AXIOM TRADERS as introduced to AXIOM TRADERS by (Dealer).

1.5 "Effective Date" shall mean the date first set forth above.

1.6 "Order" means an order for the purchase or sale of a contract for a Customer.

1.7 "Termination Date" means the date of effectiveness of any termination

1.8 "Covering or Coverage Account" means the account the Dealer has opened with AXIOM TRADERS to cover its trades or orders of its back office trades or orders.

2. RELATIONSHIP BETWEEN THE PARTIES

AXIOM TRADERS and (Dealer) agree that the general allocation of responsibility between them with respect to Clients business shall, on the terms and subject to the conditions set forth in this Agreement, be as follows:

2.1 The (Dealer) will be acting under this agreement as agent of the Client and not of AXIOM TRADERS and the (Dealer) will not hold itself out as agent, partner or representative of AXIOM TRADERS or as authorized to speak or act in any manner on behalf of, or as agent of AXIOM TRADERS.

2.2 (Dealer) shall introduce to AXIOM TRADERS, for clients seeking to purchase or sell Forex, Commodities, Indices, Metals, Energy, Binary, Crypto Currencies CFDs or Online Stocks thereon. (Dealer) shall have no authority to contract for or in the name of AXIOM TRADERS or to bind AXIOM TRADERS in any manner whatsoever either with Clients or with any other party, subject to terms and conditions established by AXIOM TRADERS.

2.3 AXIOM TRADERS will transmit Orders received by Dealer to a Clearing Broker or make a market based on the dealing policies of AXIOM TRADERS as per the client agreement executed by the client. During the term of this Agreement, (Dealer) shall not transmit any Orders for



clearance to any broker other than AXIOM TRADERS without AXIOM TRADERS prior written consent.

2.4 AXIOM TRADERS may provide, to each client upon the opening of an Account, and at any time thereafter, notice of the existence of this Agreement and the general relationship established with the (Dealer) there under, in case of litigation, with respect to matters relating to Accounts.

2.5 Any change in the allocation of responsibilities between the parties from that described in this Agreement may be effected only by a written amendment executed by the parties in accordance with Section 22.2 below.

2.6 The Dealer will always use the “Account Opening Agreement” designated and given by AXIOM TRADERS and get it filled and signed and will attach all the required documents from the Client and mail all the scanned copies to info@axiom-traders.com and will then courier the original to the head office of AXIOM TRADERS as per the instructions of AXIOM TRADERS. Each agreement will have 3 original copies one for AXIOM TRADERS, second for the Client and third for the Dealer’s record.

3. ACCOUNT OPENING

3.1 Each Client introduced to AXIOM TRADERS by (Dealer) shall be opened on a fully disclosed basis with AXIOM TRADERS or with other Clearing Brokers utilizing the customer agreement, risk disclosure statement and other forms specified or designated by AXIOM TRADERS; provided, that each prospective client’s account shall be subject to acceptance by AXIOM TRADERS and shall not be treated as an Account hereunder until so accepted. AXIOM TRADERS may accept or reject any client introduced to it.

3.2 Dealer shall be responsible for delivering to and obtaining from Client and returning to AXIOM TRADERS all documentation, including, without limitation, forms, agreements, financial statements, power of attorney and other documents, from time to time required by AXIOM TRADERS in connection with the opening or maintenance of such Client’s accounts or required to be filed by or in respect of such Clients pursuant to Applicable Law.

3.3 Dealer shall be responsible for obtaining and verifying new account information, including, without limitation, information as to the Client's reputation for integrity, the financial capacity and responsibility of the Client, the Client's trading objectives.

3.4 Dealer shall be fully responsible for its solicitation of all Accounts and all written and oral statements made in connection therewith, and all such statements will be factually correct and accurate and shall not contain any misrepresentations or material omissions. Dealer shall not make any written or oral agreements or representations contrary to those contained in the Client Agreements.

3.5 The (Dealer) shall be responsible for notifying and/or instructing AXIOM TRADERS as to the transfer or termination of accounts.



4. ORDERS

4.1 Unless otherwise agreed by AXIOM TRADERS in writing, AXIOM TRADERS shall transmit Orders to a Clearing Broker in the manner and form required by AXIOM TRADERS all such orders given by the Dealer into the Clearing/Coverage Account opened with AXIOM TRADERS.

4.2 The Dealer will not give any instructions to Client on behalf of AXIOM TRADERS until the AXIOM TRADERS has given or executed acknowledgements or agreements in an appropriate form with the Dealer and AXIOM TRADERS. Copies of both acknowledgements and agreements will be held by the Dealer and AXIOM TRADERS.

4.3 Subject to and consistent with Applicable Law, AXIOM TRADERS shall use all reasonable efforts to transmit Orders received from Dealer to a Clearing Broker. No acceptance of any order by AXIOM TRADERS shall be construed as a guarantee of the execution and/or clearance of such, notwithstanding the foregoing. AXIOM TRADERS shall have the right to decline to execute and/or clear any Order received for an Account for any reason AXIOM TRADERS deems appropriate in its sole business judgment and discretion.

4.4 Subject to and consistent with Applicable Law, and the consent of AXIOM TRADERS, Dealer following written consent by the client (Discretionary Authority) shall be entitled to transmit orders to AXIOM TRADERS.

4.5 Where there is any inconsistency between the instructions given by the Dealer and those given by a Client, AXIOM TRADERS is entitled to accept and act on the instructions of the Client.

5. MARGIN PAYMENTS

5.1 The Dealer shall be responsible for contacting each Account and using its best efforts to: (i) obtain for himself its initial and variation margin requirements from the Clients, payable directly to AXIOM TRADERS Clearing or Coverage Account opened by the Dealer with AXIOM TRADERS, and (ii) because such margins to be delivered to AXIOM TRADERS, all in accordance with Applicable Law, including AXIOM TRADERS written delivery instructions.

5.2 The Dealer will keep AXIOM TRADERS fully informed as to any problems or difficulties of which it is aware in the collection of margin. Nothing herein shall constitute a waiver by AXIOM TRADERS and of its right to take steps to liquidate any Account for which a margin call is outstanding, and nothing herein shall constitute a waiver by AXIOM TRADERS and of its right to take steps to liquidate Covering or Coverage Account of the Dealer for which a margin call is outstanding.

5.3 The Dealer acknowledges that AXIOM TRADERS may in its sole business judgment and at any time: (i) set higher requirements for any and all trading margins than those prescribed by the Clearing House or Exchange.



5.4 AXIOM TRADERS shall not be responsible for any monies or other property paid or delivered to the Dealer by any ("Client") until such monies or property are (i) paid or physically delivered to AXIOM TRADERS; or (ii) received in and credited to a AXIOM TRADERS bank account.

6. CUSTOMER COMPLAINTS

The Dealer shall notify AXIOM TRADERS orally and in writing simultaneously upon receipt of notice of any Client's complaint or pending or threatened action or proceeding by any Client in respect to any alleged errors, corrections or any other matter relating to any Account.

7. PROMOTIONAL MATERIAL

7.1 The Dealer shall not issue, publish or distribute any advertisement, market letter, market research report, sales literature or other promotional material utilizing or making reference to the name or facilities of AXIOM TRADERS without prior written consent.

7.2 The Dealer shall deliver to AXIOM TRADERS for its review and approval prior to its first use of such material any written promotional material or telemarketing script intended to be generally distributed by Dealer to its Clients.

8. RELIANCE UPON COMMUNICATIONS FROM DEALER

8.1 AXIOM TRADERS shall be entitled to rely upon any oral or written communications or instructions from Dealer, including any of Dealer's officers, partners, principals or employees, so long as AXIOM TRADERS does not have actual knowledge of lack of authority of any such person.

8.2 Only the following Dealer (if a company/firm) employees are authorized to communicate with AXIOM TRADERS on client matters:

This list can only be modified in accordance with section 22.2 below.

9. SUPERVISION AND DUE DILIGENCE

9.1 The Dealer will diligently and carefully supervise the activities and the sales practices of its officers, employees and agents and all aspects of its office operations and follow all compliance rules and policies relevant to such supervision including adopting appropriate written compliance procedures (and supervisory controls to ensure that the compliance procedures are adhered to).

9.2 The Dealer agrees to assume responsibility for compliance with the rules and regulations of the regulatory bodies, and all other regulatory and self-regulatory agencies, domestic and foreign. exchanges, and Boards of Trade asserting regulatory jurisdiction as well as any applicable laws of any foreign government or regulatory body.

9.3 The Dealer shall promptly notify AXIOM TRADERS in writing of the assertion of any material claim against Dealer by any Client, or of the institution against it of any suit or proceeding by any



Client or by any regulatory Agency or Exchange; and of every material development in any such suit or proceeding.

9.4 The Dealer is required to exercise 'Know Your Customer' (KYC) on all clients that it introduces to AXIOM TRADERS and exercise the normal due diligence. The Dealer must follow a strict compliance and due diligence policy to "know its customer" and in this regard the compliance manual of AXIOM TRADERS will be deemed as standard practice in dealings with Dealers and their clients.

9.5 It will be the responsibility of the Dealer to promote AXIOM TRADERS products strictly in; compliance with the applicable laws, and other international money laundering laws as per the Financial Action Task Force (FATF) recommendations, including reporting and Money Laundering laws at all times. AXIOM TRADERS in no way accept responsibility for any violation of such laws committed by the Dealer.

9.6 The Dealer is obligated to report any suspicious transactions to AXIOM TRADERS if any transactions conducted by its clients seem abnormal in nature.

10. BOOKS AND RECORDS

10.1 The Dealer will maintain all records with respect to accounts, commission and its business and affairs required by Applicable Law.

10.2 Upon request, the Dealer shall submit to AXIOM TRADERS, financial statements and other information relating to its financial condition.

10.3 The Dealer shall ensure that every Client complies with all applicable position limits and shall not permit any transaction to be effected with results in any customer or group of customers acting in concert to exceed these limits without the appropriate approval from the applicable exchange.

11. EMPLOYEES AND AGENTS

11.1 The Dealer will carefully screen prospective employees and agents, and will notify AXIOM TRADERS of the identity of each prospective employee or agent prior to hiring. Such hiring will be subject to the review and consent of AXIOM TRADERS. The Dealer will not hire any employees that are subject to disqualification under applicable Law or Exchange Business Rules.

11.2 The Dealer shall not at any time permit any person in its employment to solicit new accounts, to solicit or accept Orders from Clients, to transmit Orders to AXIOM TRADERS or to Dealer's own back office or to a Clearing Broker or to supervise any such activities, unless such person is registered, or exempted from registration under Applicable Law.

11.3 In the event that the Dealer or any agent or employee shall become subject to suspension or restriction by regulators or any other regulatory body having jurisdiction over the activities of AXIOM TRADERS and/or the Dealer, the Dealer will notify AXIOM TRADERS immediately thereof orally and in writing. The Dealer will implement any measures (including,



without limitation, termination or suspension of any offending person), which AXIOM TRADERS determines, to be necessary in order to maintain compliance with the Applicable Law and Exchange Business Rules.

11.4 It is understood that all persons with whom AXIOM TRADERS contracts for services, whether as officers, employees or otherwise, are the employees and agents of the Dealer, not of AXIOM TRADERS, and no such person shall be entitled to any of the rights, protection or benefits provided by AXIOM TRADERS to its employees, including without limitation, group insurance of any kind and/or pensions.

12. OTHER SERVICES AND AGREEMENTS

12.1 Unless otherwise agreed in writing by the parties, all contracts, agreements, leases and understandings that the Dealer enters into to obtain facilities or equipment or to perform the services required of it hereunder, will be for its own account and benefit and not that of AXIOM TRADERS.

12.2 Unless otherwise agreed in writing by the parties, the following functions of the Dealer are the sole responsibility of the Dealer, and AXIOM TRADERS shall have no responsibility for performing any such service on behalf of the Dealer: (i) preparation of the Dealer's payroll records, taxes, financial statements or other financial records relating to the Dealer or any analysis, review or recommendations relating to any of the foregoing; (ii) preparation or issuance of checks in payment of the Dealer's expenses; (iii) payment of commissions, salaries or other remuneration to the Dealer's employees or agents; (iv) preparation and filing of reports, filings or submissions required under Applicable Law and Exchange Business Rules; or (v) any other service not expressly assumed by the IB hereunder.

12.3 The Dealer must indicate to AXIOM TRADERS any other firms/ service providers where they are functioning as Introducing Brokers or working as Dealer.

13. LIQUIDATION OF ACCOUNTS

AXIOM TRADERS shall have the right to liquidate any or all open positions in any Account of the Dealer of its client's accounts: (i) to satisfy any outstanding margin requirements or any other debit account balances owing to AXIOM TRADERS in such Account; or (ii) for any other reason deemed appropriate by AXIOM TRADERS in its sole business judgment and discretion.

14. TRADE VERIFICATION

14.1 The Dealer shall verify the accuracy and completeness of all Orders transmitted to AXIOM TRADERS for execution and clearance under this Agreement.



14.2 Any loss or damage resulting from an Order which is alleged to have been improperly entered, executed or cleared shall be reconciled and discharged by AXIOM TRADERS on such terms as AXIOM TRADERS may determine, provided, however, that alleged errors with respect to any Accounting or disputes with Clients that arise out of acts or omissions on the part of the Dealer, or an Executing Broker in respect to Give-Up Orders, will be the sole responsibility of the Dealer.

15. COMMISSIONS

15.1 AXIOM TRADERS and the Dealer shall be entitled to establish the commission structure for each Account. The Dealer shall notify AXIOM TRADERS in accordance with Section 23 of this Agreement of the commission rate prior to the execution of the first transaction for such Account and prior to the effectiveness of any requested change to such rate. Notwithstanding anything contained herein to the contrary, Appendix II can be changed by AXIOM TRADERS at any time and from time to time upon twenty-four hours notice to the Dealer.

15.2 Subject to Applicable Law, AXIOM TRADERS shall accrue and credit the Dealer with all commissions actually received from AXIOM TRADERS pertaining to the Accounts for Orders less such amounts that are payable to AXIOM TRADERS. AXIOM TRADERS shall remit to the Dealer, not later than twenty (20) days after the end of each calendar month during the term hereof, the difference (if a positive number) between the total commissions received by AXIOM TRADERS in respect of the Accounts in that month less the fees due AXIOM TRADERS hereunder.

15.3 AXIOM TRADERS shall be entitled to offset any payments due by AXIOM TRADERS to the Dealer hereunder. Such offset shall include all communication and mailing costs between AXIOM TRADERS and the Dealer. Any amounts due to AXIOM TRADERS that are in excess of any payments due to the Dealer shall be remitted by the Dealer upon demand by AXIOM TRADERS or will be waived off from the funds lying in the covering or coverage account of Dealer with AXIOM TRADERS, or at the sole option and discretion of AXIOM TRADERS, offset against any future payments due to the Dealer.

16. ERROR ACCOUNT

16.1 If required by AXIOM TRADERS, the Dealer shall create and maintain with AXIOM TRADERS at all times one or more error accounts for the reconciliation and payment with respect to Client Account debits, and disputed or erroneous transactions. The Dealer shall deposit therein such amounts or collateral as AXIOM TRADERS may require from time to time.

17. SECURITY DEPOSIT

17.1 In connection with its services hereunder, AXIOM TRADERS may require in its discretion that the Dealer places a security deposit with AXIOM TRADERS in order to secure the performance of any obligations owing at any time to AXIOM TRADERS by the Dealer. This security



deposit will be 5% all time whatever the equity of the Dealer is lying in the Clearing or Coverage Account opened by the Dealer with AXIOM TRADERS, as the equity varies time to time the surplus security will be returned back to the Dealer either to his bank or in his Clearing or Coverage Account as per the decision of the Dealer. If in case the equity rises and the dealer fails to fulfill the 5% security that much amount will be deducted from the Covering or Coverage Account of the Dealer and will be set as security deposit.

18. REPRESENTATIONS AND WARRANTIES

The Dealer hereby represents and warrants to AXIOM TRADERS as follows:

18.1 The Dealer is a corporation duly organized, validly existing and in good standing under the laws of the country, or is an Individual(s), Association of Individuals, and is/are qualified to do business in such other jurisdictions as the nature of its business activities and properties therein requires.

18.2 The Dealer has the corporate power to enter into and perform its duties under this Agreement; has taken all requisite corporate action to authorize the execution, delivery and performance of this Agreement, has been duly authorized, executed and delivered by the Dealer and is binding upon and enforceable against it in accordance with the terms hereof.

18.3 Neither the execution, delivery nor performance of this Agreement by the Dealer nor the consummation by the Dealer of any transaction contemplated hereby will conflict with, result in a breach of, or constitute a default under or violate, as the case may be, (i) the charter or by-laws of the Dealer, (ii) Applicable Law and Exchange Business Rules, (iii) any court or administrative order or process applicable to the Dealer or its principals, or (iv) any contract, agreement, arrangement, commitment or plan to which the Dealer is a party or by which the Dealer is bound.

18.4 From and after the Effective Date, each officer, partner or employee of the Dealer (or any persons occupying a similar status or performing similar functions) in any capacity which involves either the solicitation or acceptance of an Order (other than in a clerical capacity) or involves the supervision of any person or persons so engaged is, and at all times during the term hereof will be validly registered under Applicable Law unless duly exempted from such registration.

18.5 The Dealer shall promptly notify AXIOM TRADERS after the Dealer becomes aware thereof; of (i) any investigation or formal proceeding initiated against it or against any of its officer, employees or persons owning at least 10% of its voting shares by a governmental body or self-regulatory organization; or (ii) any private action (including arbitration) brought against the Dealer by a Client.



19. INDEMNIFICATION

19.1 The Dealer agrees to indemnify and hold AXIOM TRADERS harmless from and against any and all claims, demands, proceedings, suits and actions against AXIOM TRADERS and any and all losses, liabilities, damages, expenses and costs (including but not limited to reasonable attorneys' fees and costs of investigation or preparation of defense) suffered by AXIOM TRADERS, which result from or relate to: (i) any breach by the Dealer of its duties or obligations under this Agreement, (ii) any inaccuracy or misrepresentation in, or breach of, any of the warranties, representations, covenants or agreements made by the Dealer herein, (iii) any claims, liabilities or demands of AXIOM TRADERS in respect of any Client arising out of our relating to any agreements between such Client and the Dealer (including, without limitation, the Dealer's failure to properly supervise, manage or maintain any Account, or the Dealer 's failure to act in accordance with any such Client's instructions), (iv) any debts or debits of Clients or Accounts or the failure of any Client to meet any margin call, (v) any debts, liabilities or obligations arising from the failure of the Dealer to comply with Applicable Law and Exchange Business Rules, and (vi) any debts liabilities or obligations arising from any other act or omission of the Dealer or its agents, including AXIOM TRADERS.

19.2 AXIOM TRADERS shall have the right to commence, maintain and settle any action or proceeding brought by or against any Client, the Dealer or other third party for any claim or demand which AXIOM TRADERS and the Dealer jointly may have or be subject arising out of or in respect of any Account or the performance by the Dealer of the Dealer 's duties hereunder, regarding of whether any such claim or demand gives or may give rise to a right of indemnification from the Dealer to AXIOM TRADERS has exercised its right of set-off pursuant to Section 15 hereof.

20. CONFIDENTIALITY

20.1 The Dealer and AXIOM TRADERS will each: (i) keep confidential and non-public information acquired by it in respect of the other party as a result of this Agreement, and (ii) not disclose such information to any third person except as required by Applicable Law and Exchange Business rules or proper legal process.

21. METHOD OF TERMINATION

21.1 This Agreement shall continue in effect until terminated by the parties as set forth herein.

21.2 This Agreement is terminable as follows: (i) by mutual agreement of the parties, (ii) by either party without cause, upon seven (14) days to the other party, (iii) by either party effective immediately upon giving notice of termination of any representation or warranty of the other party contained herein was, as of the date hereof or the effective date, untrue in any material Respect,(iv) by either party if the other party shall have defaulted in any material respect



in the performance of any representation, warranty, covenant, agreement or condition made or to be performed by the other party hereunder and such default has not been cured with ten (10) days after the giving of notice thereof to the other party.

21.3 At the Termination Date, all provisions of this Agreement shall cease to have any force and effect except that (i) the obligations contained in Sections 18, 19, and 20 shall survive termination of this Agreement, and (ii) The Dealer shall remain responsible for any obligations or liabilities (including without limitation and indemnity obligations) arising out of acts or omissions occurring prior to the Termination Date. The parties' rights of termination hereunder shall be in addition to all other remedies and rights to which they may be entitled under Applicable Law or under this Agreement.

(iii) This contract will be deemed void in cases where the Dealer has not been able to perform its duties or has been non compliant as per agreement. Confirmation of cancellation will be in the letter from AXIOM TRADERS stating the reason, and will be considered final. Commissions for any previous clients after termination will not be payable to the client and AXIOM TRADERS has all rights to retain the client.

21.4 Unless otherwise agreed between the parties, upon termination of this agreement, AXIOM TRADERS can close out all contracts entered into on behalf of Clients and will close out, abandon or exercise any option not yet exercised, at AXIOM TRADERS discretion.

21.5 Termination shall not release either party from liability for any antecedent breach of any of the terms of this agreement.

22. MISCELLANEOUS

22.1 Expenses. Each party will pay its own costs and expenses (including attorneys' fees) in connection with the negotiation, preparation, execution and delivery of this Agreement and the performance of its obligations hereunder, except as may otherwise be specifically provided for herein.

22.2 Integration; Amendments. This Agreement (including the Appendix and any other exhibits, attachments and schedules hereto, which are incorporated herein and made a part hereof) embodies the entire understanding between the parties with respect to the subject matter hereof, and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings made or entered into prior to the date hereof. No waiver, modification or amendment of any provision of this Agreement shall be effective unless plainly denominated as such and evidenced by a writing duly signed by the party or parties charged thereby.

22.3 Remedies, No Waiver, etc. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any other rights or remedies which may be available at law or otherwise. No failure to exercise and no delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof by either party nor shall any partial exercise



thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege by such party.

22.4 Headings. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22.6 Severability. The validity of all or part of any representation, warranty, covenants, agreement or indemnity contained herein shall not render invalid the remainder of this Agreement or the remainder of such section. If any representation, warranty, covenant, agreement, indemnity or any portion thereof is so broad or of such duration as to be unenforceable, it shall be interpreted to be only so broad or of such duration as is enforceable.

22.7 No Assignment. This Agreement shall be binding upon the successors and permitted assigns of the parties hereto. Neither this Agreement nor any rights hereunder shall be assignable by the parties hereto without the express written consent of the other.

22.8 Notices. Unless otherwise specifically provided herein, all notices, requests, demands and other communications required to be given under this Agreement shall be in writing and delivered either in person, by overnight delivery service, deposit with such overnight delivery service or transmittal by facsimile transmission or telex, as the case may be, to the address below or to such other address as a party may designate to the other in writing.

23. COMMISSION STRUCTURE

The Dealer agrees to the following commission structure as described in Appendix II for the services described therein: Please refer to Appendix II for detailed commission's structure.

24. EFFECTIVE DATE

This Agreement shall become effective on the date first written above unless another date shall be mutually agreed upon except as otherwise provided herein, shall be in effect until terminated at the option of either party upon 90 days written notice delivered to the other party at its main office.

25. COMPLETE AGREEMENT

This Agreement together with all schedule, attachments, addenda, exhibits and documents specifically incorporated by reference constitutes the entire agreement between the parties and supersedes all prior, agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the Parties with respect to the subject matter hereof.

**26. GOVERNING LAW**

The provisions of this Agreement shall be governed by Belize International Financial Securities Commission's law. The Dealer confirms that the Dealer has read and understood the terms of this Agreement. By signing below, the Dealer explicitly agrees to be legally bound by its terms and conditions.

Signed by the Dealer

Authorized Signature Axiom Traders

Name of Dealer

Name of Authority Axiom Traders

Dated:

Dated: