

# PaxForex

## Terms and Conditions of business PaxForex

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THE COMPANY WILL OFFER SERVICES STRICTLY UNDER THE FOLLOWING TERMS AND CONDITIONS, WHICH ARE NON - NEGOTIABLE AND WILL BE AMENDED ONLY WITH PROPER NOTICE TO COUNTER PARTY (hereinafter called "the Client") BY COMPANY ALONE AND UNDER THE PROVISIONS OF TERM 12 BELOW.

The Client has read, understood and accepted all information loaded on the Company's domain (website) [www.paxforex.org](http://www.paxforex.org) (hereinafter called "the main website") clearly and publicly stated, available to all Clients including the Legal Information. The Company reserves the right to register and operate other relevant domains (websites) for marketing, promotional and administrative purposes to specific countries which contain information and disclosures to clients and prospective clients in any language other than the English language. The Client accepts and understands that the Company's official language is the English language and should always read and refer to the main website for all information and disclosures about the Company and its activities.

The Client by completing the Investor's Questionnaire, which informs the Company as regards to the Clients Identity and Investment Profile, available on the Company's main website accepts the following terms and conditions and upon first funding of his account, as per paragraph 12.1, the Client enters into a legal and binding agreement with the Company as any agreement between the Company and its clients and the procedure to be followed. Signing the Agreement is not required and the agreement has the same judicial power and establishes the same rights and duties and responsibilities as a regular agreement signed between both parties. In case a client wishes to have a printed agreement, duly signed and stamped by the Company, the client must send 2 signed copies of the Agreement to the Company, stating his postal address and a copy will be sent back to that address.

**1. DEFINITIONS – INTERPRETATIONS**

In the agreement, unless the context otherwise requires, the following words shall be construed as follows:

**CFD Contract** – Contracts for Differences on spot FOREX, stocks, equity indexes, precious metals or any other commodities available for trading.

**Balance** – the sum on sub – account of the Client after the last transaction made within any period of time.

**Balance Currency** – the monetary unit in which sub – account's all balances, commission fees and payments are nominated and calculated.

**Base Currency** – the first currency in currency pair.

**Margin** – the necessary guarantee funds to open positions, as determined in the contract specification.

**Margin Level** – index characterizing the account, calculated as:  $\text{Equity}/\text{Margin}$ .

**Open Position** – deal of purchase (sale) not covered by the opposite sale (purchase) of the contract.

**Equity** – provided part of the Client's sub – account including open positions which are tied to the balance and floating (Profit/Loss) by the following formula:  $\text{Balance} + \text{Profit} + \text{Swap}$ . These are the funds on the Client's sub – account reduced by the current loss on the open positions and increased by the current profit on the open positions.

**Floating Profit/Loss** – unrealised profit (loss) of open positions at current prices of the underlying currencies, contracts or stocks, equity indexes, precious metals or any other commodities available for trading.

**Free Margin** – funds not used as the guarantee to open positions, calculated as : Free Margin = Equity – Margin

**Lot** – a unit measuring the transaction amount, equalling to 100.000 of base currency (i.e 1 lot = 100.000 of base currency in the case of a CFD on currency pairs).

**Operating (Trading) Time of the Company** – period of time within a business week, where the trading terminal of the Company provides the opportunity of trading operations with Financial Instruments. The Company reserves the right to alter this period of time as fit, upon notification to the Client.

**Order** – the request for the transaction execution.

**Spread** – difference between the purchase price (rate) and the sale price (rate) of the Financial Instruments at the same moment.

**Stop – out level/Margin Call** – such condition of account when the open positions are forcedly closed by the Company at current prices.

**Storage Swap** – the funds withdrawn or added to the Client’s account for the prolongation (transfer) of open position to the next day.

**Client Account** – the special personal account for internal calculation and customer deposits, opened by the Company in the name of the Client. The Terms and Conditions for the Services Offered by the Company may use the word sub-account, trading account or client account interchangeably, which all have the same meaning and apply to all such sub-accounts held under the name of the Client.

**Financial Instruments (Trading Tools)** – CFD Contracts available for trading and other derivative contracts

**Access Codes** – the username and password given by the Company to the Client for accessing the Company’s electronic systems.

**Contract Specifications** – each lot size or each type of the Financial Instruments offered by the Company as well as all necessary trading information concerning spreads, swaps, margin requirements etc, as determined in the Company’s main website.

**Transaction** – any type of transaction effected in the Client’s trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades, Transfers between other accounts which belong to the Client or an authorised representative.

## **2. PROVISION OF SERVICES**

2.1 The Investment Services to be provided by the Company to the Client are the following:

- (a) Execution of Orders in relation to transactions having as an object one or more of the following financial instruments:

- i. CFD on Spot FOREX, equities, precious metals, future contracts and any other trading tools.
- ii. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures which may be settled physically or in cash.
- iii. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash at the option of one of the parties (otherwise that by reason of a default or other termination event).
- iv. The Company reserves the right to offer the Financial Instruments on any underlying security it considers appropriate. The Company's main website will be the primary means of presenting the underlying security on which the Company will offer the Financial Instrument of Contracts for Difference and the Contract Specification for all and each of them. The Company reserves the right to modify the main website at any time upon written notice given to the client on these modifications and the Client agrees to continue to be bound by this agreement and the modified Contract Specifications.

(b) Foreign Exchange Services provided these are connected with the provision of Investment Services.

2.2 The Client acknowledges that the Services do not include the provision of investment advice. Any investment information as may be announced by the Company to the Client does not constitute investment advice but aims merely to assist him in his investment decision making. No information provided by the Company shall be deemed as an assurance or guarantee on the expected results of any transaction.

The Client agrees and acknowledges that he is solely responsible for any investment strategy, transaction or investment, composition of any account and taxation consequences and he shall not rely, for this purpose on the Company. It is also understood and accepted that the Company shall bear absolutely no responsibility, regardless of the circumstances, for any such investment strategy, transaction, investment or information.

2.3 The Client is informed that any orders placed with the Company for the Financial Instrument offered by the Company, the Company acts as the principal and the Company is the sole Execution Venue which is a non-regulated market.

2.4 The Company operation (trading) time: round – the – clock from 00.00.01 A.M. Server Time (GMT +2) Monday through 00.00.00 P.M. Server Time (GMT +2) Friday. Non working periods: from 00.00.01 A.M. Server Time (GMT +2) Saturday through 00.00.00 P.M. Server Time (GMT +2) Sunday. Holidays will be announced through the internal mail of the trading terminal supplied by the Company.

2.5 By accepting these terms and conditions the Client is accepting that he has read and understood and accepted all the information provided under the title "ORDER EXECUTION POLICY FOR FINANCIAL INSTRUMENTS", as this information is loaded on the Company's main website which is public and available to all Clients.

### **3. CLIENT CLASSIFICATION**

3.1 The Client shall be subject to the rules of professional conduct which govern the Company's relationship with Retail Client. If, however, the Client wishes to be governed by the Company's regulations for Professional Client or Eligible Counterparty, then the Client must inform the Company in writing, clearly stating such a wish. The final decision for the changing or not of Client's classification will be at the discretion of the Company.

3.2. The Client is bound by the method of categorisation as this method is explained thoroughly in the Company's main website under the title "CLIENT CATEGORISATION" and with accepting these terms and conditions the Client accepts application of such method.

#### **4. ASSURANCES, GUARANTEES AND COVERAGE**

4.1 The Client states, affirms and guarantees that:

i) Whatever money handed over to the Company belongs exclusively to the Client, free of any lien, charge, pledge and any other encumbrance, being no direct or indirect proceeds of any illegal act or omission or product of any criminal activity.

ii) He acts for himself and not as a representative or a trustee of any third person, unless he has produced, to the satisfaction of the Company, a document and/or powers of attorney enabling him to act as representative and/or trustee of any third person;

4.2 The Client agrees and understands that the Company reserves the right to refund / send back to the remitter (or beneficial owner) any amounts received under sections i. ii. of this paragraph, having sufficient proof that these amounts are direct or indirect proceeds of any illegal act or omission or product of any criminal activity and/or belong to a third party and the Client has not produced sufficient excuse for that, and consents that the Company may reverse any or all types of previous transactions performed by the Client in any of his trading accounts and terminate the agreement under paragraph 13.4. The Company reserves the right to take any legal action against the Client to cover itself upon such an event and claim any damages caused to the Company by the Client as a result of such an event.

4.3 The Client understands and accepts that all transactions in relation to trade in any of the Financial Instruments in paragraph 2.1, above, will be performed only through the Trading Platform provided by the Company and the Financial Instruments are not transferable to any other Trading Platform whatsoever.

4.4 The Client guarantees the authenticity and validity of any document handed over by the Client to the Company.

4.5 The Company reserves the right, at its discretion, to revoke any existing and previously accepted Power of Attorney between any Client and his/her authorised representative when the Company considers such revocation to be necessary and appropriate, and may reverse any relevant transactions between them in order to restore the affected Trading Accounts balance.

#### **5. ELECTRONIC TRADING**

5.1 By signing this Agreement, the Client is entitled to apply for access codes, within the Company's electronic systems, in order to be able to give orders for the purchase or sale of Financial Instruments with the Company, through a compatible Personal Computer of the Client, connected to the internet. The Client acknowledges and understands that the Company reserves the right, at its discretion, to terminate the Client's access to the Company's electronic systems or part of them in order to ensure the effective and efficient operation of its systems and protect the interests of all its Clients and its own. In such cases the Company may close any or all trading accounts of the Client under paragraph 13.3.

- 5.2 The Client agrees and states that he will keep in a safe place the access codes and not reveal them to any other person. He will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorised access or use of the Electronic System.
- 5.3 The Client will make all necessary efforts to keep his access codes secret and known only to him. Also, the Client will be liable for all orders given through and under his access codes and any such orders received by the company will be considered as received by the Client. In cases where a third person is assigned as an authorised representative to act on behalf of the Client, the Client will be responsible for all orders given through and under the representative's access codes.
- 5.4 The Client undertakes to notify the Company immediately if it comes to his attention that his access codes are being used unauthorised.
- 5.5 The Client acknowledges that the Company will not take action based on orders transmitted to the Company using electronic means other than those orders transmitted to the Company using the predetermined electronic means.
- 5.6 The Client agrees to use software programs developed by third parties including but not limited to the generality of those mentioned above, browser software that supports Data Security Protocols compatible with protocols used by the Company. Moreover, the Client agrees to follow the access procedure (Login) of the Company for Electronic Services that support such protocols.
- 5.7 The Client acknowledges that the Company bears no responsibility if unauthorised third persons have access to information, including electronic addresses, electronic communication and personal data, when the above are transmitted between the Client and the Company or any other party, using the internet or other network communication facilities, telephone, or any other electronic means.
- 5.8 The Client acknowledges that the Company bears no responsibility for any loss of the Client due to inability of the Client to access the Company's Trading Platform if this inability was a result of the Client's failure to keep the Trading Platform software provided to the Client up to date with all necessary updates and upgrades.
- 5.9 The Company is responsible to keep its Trading Platform and other electronic systems used with the latest updates and upgrades originated from the relevant software/hardware provider and perform any necessary restarts of the Company's Servers which are either under the Company's control or not, in order to ensure the efficient and effective operation of its electronic systems. These actions may cause any electronic systems including the Company's Trading Platform being inaccessible by the Client for a period of time. The Client acknowledges that the Company bears no responsibility for any loss of the Clients caused due to the actions described herein or any other maintenance action.
- 5.10 The Company is not an Internet Service Provider nor is responsible for any electricity failures that prevents the use of the system and cannot be responsible for not fulfilling any obligations under this agreement because of the internet connection or electricity failures. In the case of electricity / communication/ Internet failures, and the Client wishes to execute a position, then he must telephone our operators on the phone line + 44 20 8133 0626 and give a verbal instruction. The Company reserves the right to decline any verbal instruction in cases where its telephone recording system is not operational or in cases where the Company is not satisfied of the caller's/Client's identity or in cases where the transaction is complicated, and reserves the right to ask the client to give instructions by other means.

## **6. ORDERS - INSTRUCTIONS**

- 6.1 The Company will, in certain circumstances, accept instructions, by telephone or in person, provided that the Company is satisfied, at its full discretion, of the caller's/Client's identity and clarity of instructions. In case of an order received by the Company in any means other than through the electronic Trading Platform, the order will be transmitted by the company to the electronic Trading Platform and processed as if it was received through the electronic Trading Platform.

The Company reserves the right, at its discretion, to confirm in any manner the instruction and/or Orders and/or communications sent through the Communication System. The Client accepts the risk of misinterpretation and/or mistakes in the instructions and/or Orders sent through the Communication System, regardless of how they have been caused, including technical and/or mechanical damage.

The Client has the right to authorize a third person to give instructions and/or orders to the Company or to handle any other matters related to this agreement, provided that the Client has notified the Company in writing, of exercising such a right and that this person is approved by the Company fulfilling all of Company's specifications for this. Unless the Company receives a written notification from the Client for the termination of the said person's authorization, the Company will continue accepting instructions and/or orders given by this person on behalf of the Client and the Client will recognize such orders as valid and committing. The above written notification for the termination of the authorization to a third party has to be received by the Company with at least 2 days notice.

Once the Client's instructions or Orders are given to the Company, they cannot be revoked. Only in exceptional circumstances the Company may allow the Client to revoke or amend the relevant instruction or Order. The Company has the right to proceed to a partial execution of the Client's Orders.

- 6.2 The transaction (opening or closing a position) is executed at the "BID" / "ASK" prices offered to the Client. The Client chooses desirable operation and makes a request for the transaction confirmation by the Company. The transaction is executed at the prices the Client can see on the screen. Due to the high volatility of the markets during the confirmation process the price may change, and the Company has the right to offer the Client a new price. In the event the Company offers the Client a new price the Client can either accept the new price and execute the transaction or refuse the new price, thus cancel the execution of the transaction.

- 6.3 The Client, using electronic access, can give only the following orders of trading character:

- i. OPEN – to open a position;
- ii. CLOSE – to close an open position;
- iii. To add, remove, edit orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop.

Any other orders are unavailable and are automatically rejected. The confirmed open or closed position cannot be cancelled by the Client.

Orders can be placed, executed, changed or removed only within the operating (trading) time and shall remain effective through the next trading session. The Client's Order shall be valid in accordance with the type and time of the given Order, as specified. If the time of validity of the order is not specified, it shall be valid for an indefinite period. The status of the orders is always shown in the client's online Trading Platform. In the event that access to the online Trading Platform is not possible, then Clients may contact the Company by telephone (as described in paragraph 5.10 above) and request the status of any of their pending orders.

- 6.4 The Company shall not be held responsible in the case of delays or other errors caused during the transmission of orders and/or messages via computer, as well as for damage which may be caused by the non



validity of securities, or a mistake in the bank account balance of the Client. The Company shall not be held responsible for information received via computer or for any loss which the Client may incur in case this information is inaccurate.

- 6.5 The Company reserves the right to change the opening/closing price (rate) and/or size and/or number of the related transaction (and/or the level and size of any Sell Limit, Buy Limit, Sell Stop, Buy Stop order) in case of any underlying asset of the Financial Instrument becomes subject to possible adjustment as the result of any event set out in Clause 6.7 below (hereinafter called a "Corporate Event"). This operation is applied exclusively to securities and has a meaning to preserve the economic equivalent of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event. All actions of the Company according such adjustments are conclusive and binding upon the Customer. The Company shall inform the Customer of any adjustment as soon as reasonably practicable.
- 6.6 It is possible that errors may occur in the prices of transactions quoted by Company. In such circumstances, without prejudice to any rights, Company shall not be bound by any Contract which purports to have been made (whether or not confirmed by Company) at a price which:
- i. Company is able to substantiate to the Client was manifestly incorrect at the time of the transaction;
  - or
  - ii. Was, or ought to have reasonably been known by the Client to be incorrect at the time of the transaction.

In which case Company reserves the right to either 1) cancel the trade altogether or 2) correct the erroneous price at which the trade was done to either the price at which Company hedged the trade or alternatively to the historic correct market price

- 6.7 Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices (commonly known as "sniping") are not accepted by Company. Provided that Company can document that there on the time of the conclusion of the trade were errors in prices, commissions, or in the Trading Platform, and provided Company can render probable that the Client, based on its trading strategy or other provable behaviour, deliberate and/or systematically has exploited or attempted to exploit such an error, Company is entitled to take one or more of the following countermeasures:
- i. Blocked or Suspend account for 90 days
  - ii. Adjust the price spreads available to the Client;
  - iii. Restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only;
  - iv. Retrieve from the Client's account any historic trading profits that Company can document have been gained through such abuse of liquidity at any time during the client relationship; and/or
  - v. Terminate the client relationship immediately by giving written notice.
- 6.8 While a Client has any open positions on the ex-dividend day for any of underlying asset of the Financial Instrument, the Company reserves the right to close such positions at last price of the previous trading day and open the equivalent volume of the underlying security at first available price on the ex-dividend day. In this case the Company has to inform the Client by internal mail in trading terminal about the possibility of such actions not later than the closing of the trading session prior to the ex-dividend day.



- 6.9 “Corporate Events” are the declarations by the issuer of the underlying asset of the Financial Instrument of the terms of any of the following but not limited to:
- i. a subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of shares to existing shareholders by way of a bonus, capitalization or similar issue;
  - ii. a distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by the Company;
  - iii. any other event in respect of the shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares.
- 6.10 Orders: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop on Financial Instruments are executed at the declared by the Client price on the first current price touch. The Company reserves the right not to execute the order, or to change the opening (closing) price of the transaction in case of the technical failure of the trading platform, reflected financial tools quotes feed, and also in case of other technical failures.
- 6.11 Under certain trading conditions it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop) on any Financial Instrument at the declared price. In this case the Company has the right to execute the order or change the opening (closing) price of the transaction at a next best obtainable price. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. Or this may occur in the trading session start moments. So as a result, placing a stop—loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.
- 6.12 The Client may submit to the Company in writing by facsimile transmission or delivery by hand, his objection to the execution or the non execution or the mode of execution of a transaction and/or Order concluded on his behalf within two (2) working days from the conclusion of the transaction. Otherwise the transaction will be considered valid and binding for the Client.
- 6.13 At Margin level less than 10% the Company has a discretionary right to begin closing positions starting from most unprofitable. If Margin level is equal or less than 5%, all positions are automatically closed at market price.
- 6.14 The Client agrees and realizes that all conversations / communications between the Client and the Company can be recorded on magnetic, electronic and other carriers. The Client further agrees that the Company has the right to use these records as evidence in case any dispute arises between the Company and the Client.

The Company has the right to refuse the Client in the execution of transactions through the telephone line if the actions of the Client are not clear and do not include the following operations: opening position, closing position, changing or removing orders.

In case of force-majeur, hacker attacks and other illegal actions against the Server of the Company and also a suspension of trade in the financial markets concerning Financial Instruments of the Company, the Company may, suspend, freeze or close the Client positions and request the revision of the executed transactions.

- 6.15 All price levels in the trading terminal are determined at the Company's discretion. Any references of the Client to prices of other trading or information systems shall be disregarded.
- 6.16 Trading operations using additional functions of the client trading terminal such as Trailing Stop or Expert Adviser are executed completely under the Client's responsibility, as they depend directly on the client trading terminal and the Company bears no responsibility whatsoever.
- 6.17 The 1 (one) standard lot size is the measurement unit specified for each Financial Instrument traded in the Electronic Trading Platform. The Company reserves the right to change the Contract Specifications at any time depending on the market situation. The Client agrees to check the full specification of the Financial Instruments before placing any order. The minimum volume of the transaction is 0,01 lot. A possible choice of a leverage rate ranges from 1:1 up to 1:500 depending on the type of the Financial Instrument and at the discretion of the Company. At opening of a Client trading account, the leverage rate is chosen by the Client and it is taken into consideration where applicable depending on the type of the Financial Instrument. The Client may change the leverage of their trading account by contacting the Company. The Company reserves the right to change the Client's trading account leverage at its discretion, either for a limited time period or on a permanent basis, by informing the Client by written notice sent either by regular mail or by internal mail. From 21.00 until 24.00 server time every Friday or for any other period specified by the Company and communicated to the Clients in advance through internal mailing system of trading terminal, the Company establish a maximum leverage rate for opening any new position of 1:100.
- 6.18 The level of Swap rates may vary in size and change depending on the level of interest rates. The Company reserves the right to change the swap value applicable to the Financial Instruments on a daily basis and inform the Client through the Company's main website in the Contract Specification section. The Client agrees to check the full specification of the Financial Instruments before placing any order. From Friday to Monday swaps are calculated once. From Wednesday to Thursday swaps are calculated in triple size.
- 6.19 In case of absence of any trading activity within one year of the Client's account, the Company reserves the right to charge a fixed payment of 10 US dollars per year in order to maintain the account assuming that the Client Account has the available funds. If the Client account is funded by less than 10 US dollars and has been inactive for a period of one year, the Company reserves the right to charge a lower amount to cover administrative expenses and close down the account.
- 6.20 The company has the right at its discretion to increase or decrease spreads on Financial Instruments depending on market conditions.

## **7. REFUSAL TO EXECUTE ORDERS**

- 7.1 The Client acknowledges that the Company shall have the right, at any time and for any reason and without giving any notice and/or explanation, to refuse, at its discretion, to execute any Order, amongst others in the following cases:
- i. Whenever the Company deems that the execution of the Order aims at or may aim at manipulating the market of the Financial Instruments, constitutes an abusive exploitation of privileged confidential information (insider trading); contributes to the legislation of proceeds from illegal acts or activities

(money laundering); affects or may affect in any manner the reliability or smooth operation of the Electronic Trading Platform;

- ii. Whenever the Order concerns the purchase of any Financial Instrument but there are no available cleared funds deposited with the Company and/or in the Bank Account (as in paragraph 9 below) to pay the purchase price of the relevant Financial Instrument and all the charges relating to the said Electronic Trading Platform. In calculating the said available funds, all funds required to meet any of the Client's obligations include, but without limitation, obligations which may arise from the possible execution of other previously registered purchase Orders, which will be deducted from the cleared funds deposited with the Company and/or in the Bank Account;

It is understood that any refusal by the Company to execute any Order shall not affect any obligation which the Client may have towards the Company or any right which the Company may have against the Client or his assets.

7.2 The Client declares that he shall not knowingly give any order or instruction to the Company that might instigate the Company taking action in relation to paragraph 7.1 above.

7.3 In case any Order either to open or close a position concerning any Financial Instrument, has been mistakenly accepted and/or executed by the Company, the Company will make every effort to maintain the Client's original position. Any charges, losses or profits incurred from the actions above, will be absorbed by the Company.

## **8. SETTLEMENT OF TRANSACTIONS**

8.1 The Company shall proceed to a settlement of all transaction upon execution of such transactions.

8.2 A statement of Account will be provided by the Company to the Client on a monthly basis, within five (5) working days from the end of the previous month. In case no transactions were concluded in the past month, the Client is deemed to have lost his right to be informed. Any confirmation or proof for any act or statement of account or certification issued by the Company in relation to any transaction or other matter shall be final and binding on the Client, unless the Client has any objection in relation to such statement of account or certification and the said objection is filed in writing and received by the Company within two (2) working days from the receipt or the deemed date of receipt of any statement of account or certification.

8.3 In the case where the Client is able to have an online statement for his sub-account on a continuous basis, then the Company is considered as having fulfilled its obligations under paragraph 8.2 and any objections of the Client shall be valid only if received by the company in writing within 2 working days from the transaction under objection

## **9. CLIENT ACCOUNTS**

9.1 All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services as in paragraph 2, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in an account with any bank, other institution or any electronic payment providers/processors used to accept funds which the Company shall specify from time to time ("the 'Bank Account').

9.2 Upon signing the Agreement, the Client authorizes the Company to make any deposits and withdrawals from the Bank Account on his behalf including, without prejudice to the generality of the above, withdrawals for

the settlement of all transactions undertaken under the Agreement and all amounts which are payable by or on behalf of the Client to the Company or any other person.

- 9.3 Unless the Parties otherwise agree, in writing, any amount payable by the Company to the Client, shall be paid directly to the Client.
- 9.4 The Company may, at its discretion, from time to time and without the Client's authorization, set-off any amounts held on behalf and/or to the credit of the Client against the Client's obligation to the Company and/or merge any accounts of the Client with the Company. Unless otherwise agreed in writing by the Company and the Client, this Agreement shall not give rise to rights or credit facilities.
- 9.5 The Client has the right to withdraw the funds which are not used for margin covering, free from any obligations from his sub-account without closing the said sub - account.
- 9.6 Money transfer request (withdrawal from trading account) is processed within three working days after receiving from the Client transfer request instructions. Then the transferring amount reduces the balance of the Client's sub-account when the transfer request process is concluded. The Company reserves the right to decline a withdrawal request if the request is not in accordance with paragraph 9.9, or delay the processing of the request if not satisfied on full documentation of the Client.
- 9.7 The Client agrees to pay any incurred bank transfer fees / charges charged by the Bank Account providers, the Company or any other intermediary involved in such transaction process when withdrawing funds from his sub-account to his designated account held in any of the providers specified in paragraph 9.1 above. The Client is fully responsible for payments details, given to the Company and the Company accepts no responsibility for the Client's funds, if the Client's given details are wrong. T
- 9.8 The Client agrees that any amounts sent by the Client or on the Client's behalf in the Bank Accounts, will be deposited (credited) to the Client's trading account at the value date of the payment received and net of any charges / fees charged by the Bank Account providers, the Company or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Client or an authorized representative of the Client before making any amount available to the Client's trading account, otherwise the Company reserves the right to refund / send back the net amount credited to the remitter by the same method as received. It is also understood that the Company accepts no responsibility for any funds not deposited directly into Company's bank accounts.
- 9.9 Withdrawals should be made using the same method used by the Client to fund his trading account and to the same remitter. The Company reserves the right to decline a withdrawal with specific payment method and suggest another payment method where the Client needs to proceed with a new withdrawal request, or request further documentation while processing the withdrawal request. If the Company is not satisfied with any documentation provided by the Client will reverse the withdrawal transaction and deposit the amount back to the Client's trading account net of any charges / fees charged by the Bank Account providers, the Company or any other intermediary involved in such transaction process.
- 9.10 In the event that any amount received in the Bank Accounts is reversed by the Bank Account provider at any time and for any reason, the Company will immediately reverse the affected deposit from the Client's trading account net of any charges / fees charged by the Bank Account providers, the Company or any other intermediary involved in such transaction process and reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result to a negative balance in all or any of the Client's trading account(s).

- 9.11 The Client agrees that in case of such a negative balance in any of the Trading account of the Client, the Company can transfer such an amount from any other trading account of the Client to that account to cover the negative balance, and the client agrees to pay any charges imposed by the Company for such transfer between the trading accounts of the client. Furthermore it is understood and accepted by the Client that in case there are no sufficient amounts to cover for the negative balance the Company reserves the absolute right to terminate this agreement with 24h notice through internal mail and claim the amount of negative balance and any expenses it might occur.
- 9.12 The Client agrees to waive any of his rights to receive any interest earned in the money held in bank accounts and consents that the Company will benefit for such an interest earned to cover registration /general expenses / charges / fees and interest related to the administration and maintenance of the bank accounts. Such expenses will not be passed over to the Clients what so ever.
- 9.13 In the event that the Client requests any refund or return of a previously accepted incoming transaction, the Company should act upon the Client request and refund or return to the Client the net amount received of the said request and before such return or refund is effected the Company shall deduct any losses made or charges incurred on the Client's Trading Account.
- 9.14 All financial requests (deposits/withdrawals) should be performed through the Company's website ([www.paxforex.org](http://www.paxforex.org)). The Company should make every effort to inform its clients before performing any of the above financial requests any charges / fees charged by the Bank Account providers, the Company or any other intermediary involved in such transaction process, as well as the expected processing time and any further documentation which if not in place may delay the processing of the transaction.
- 9.15 Paxforex partners with Total Capital Forex Promotions (Pty) Ltd and payments will appear as CT\*18662846186 on your credit card statement.

## **10. COMPANY'S FEES**

- 10.1 The Company is entitled to receive fees from the Client for its Services provided as described in the Agreement as well as compensation for the expenses it will incur for the obligations it will undertake during the execution of the said Services. The Company reserves the right to modify, from time to time, the size, the amounts and the percentage rates of its fees and the Client will be informed accordingly.
- 10.2 The Client shall pay the Company, immediately when so requested by the latter and the Company is entitled to debit the account of the Client with any value added tax or any other tax, contribution or charge which may be payable as a result of any transaction which concerns the Client or any act or action of the Company under the Agreement (excepting taxes payable by the Company in relation to the Company's income or profits).
- 10.3 The Company shall have a lien on all the amounts which are deposited in the accounts stated in Article 9 above and on statements of Financial Instruments of the Client, to the extent that there remain amounts due by the Client to the Company. Before the exercise of the said right, which doesn't need the Client's consent, the Company shall give the Client notice stating its intention to exercise the lien, as well as the deadline upon the expiry of which the Company shall exercise the said right.
- 10.4 In case the Client fails to pay any amount by the date on which the said amount is payable, the Company shall be entitled to debit the accounts of the Client stated in Article 9 above with the said amount and/or liquidate in the name of the Client any of the Client's Financial Instruments in view of covering the aforementioned amount.

10.5 By accepting the terms and conditions the Client has read and understood and accepted the information under the title "CONTRACTS SPECIFICATIONS" as this information is loaded on the Company's main website public and available for all Clients, in which all related commission, costs and financing fees are explained. The Company reserves the right to amend at discretion all such commission, costs and financing fees and proper information on such amendments will be available on the main website which the Client must review during the period the Client is dealing with the Company and especially before placing any orders to the Company.

## **11. COMPANY LIABILITY**

11.1 The Company shall conclude transactions in good faith and with due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or company from whom the Company receives instructions for the execution of the Client's Orders and/or from which transactions are carried out on behalf of the Client, unless to the extent where this would be the result of negligence, deliberate omission or fraud on the part of the Company.

11.2 The Company shall not be held liable for any loss of opportunity as a result of which the value of the Client's Financial Instruments could increase or for any reduction in the value of the Client's Financial Instruments, regardless of how such decrease may arise, unless to the extent that such loss or reduction is directly due to deliberate omission or fraud by the Company or its employees.

11.3 If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the disposal of the Client's Financial Instruments in view of the satisfaction of any claims made by the Company or due to the non fulfillment of any of the Client's statements and/or Orders and/or instructions contained in the Agreement it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

11.4 The Company shall not be held liable for any loss which is the result of deceit in relation to the facts or mistaken judgment or any act done or which the Company has omitted to do, whenever it arose, unless to the extent that such deceit or act or omission is due directly to deliberate omission or fraud by the Company or its employees.

11.5 The Company shall be held liable, to the extent that this is permissible under the Agreement, for the deposit of cash in its possession or which it will receive at any time on behalf of the Client in the Bank Account, but it shall not be held liable in relation to any omission, negligence, deliberate omission or fraud by the bank where the Bank Account is maintained.

11.6 The Company shall not be held liable for the loss of financial instruments and funds of the Client, including the cases where the Client's assets are kept by a third party such as a bank or other institution used as a payment provider, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by the Client, of any change in the said information.

11.7 The Company being a member of the Investor Compensation Fund provides the Client with the extra security of receiving compensation from the Fund, for any claims arising from the malfunction on behalf of the Company to fulfil its obligations despite whether that obligation arises from legislation, the Agreement or from wrongdoing. By accepting the terms and conditions the Client has read and understood and accepted the information under the title "INVESTOR COMPENSATION FUND" as this information is loaded on the Company's main website public and available for all Clients,



## **12. DURATION OF THE AGREEMENT AND AMENDMENT THEREOF**

- 12.1 This Agreement shall take effect upon the first funding of the Client's account, provided that the Company has sent the Client written confirmation for his acceptance. It shall be valid for an indefinite time period until its termination by virtue of the provisions of Article 13.
- 12.2 The Agreement may be amended on the following cases:
- i. Unilaterally by the Company if such amendment is necessary following an amendment of the law or any authority issues decisions which affect the Agreement. In any such case, the Company shall notify the Client of the said amendment either in writing or through its webpage and the Client's consent shall not be required for any such amendment.
  - ii. In cases where the amendment of the Agreement is not required as in paragraph 12.2(i) above, the Company shall notify the Client of the relevant amendment either in writing or through its webpage. If objections arise, the Client may terminate the Agreement within 15 days from the notification by sending a registered letter and on the condition that all pending transactions on behalf of the Client shall be completed. Upon expiry of the above deadline without the Client having raised any objection, it shall be considered that the Client consents and/or accepts the content of the amendment.

## **13. TERMINATION**

- 13.1 The Client has the right to terminate the Agreement by giving the Company at least seven (7) days written notice, specifying the date of termination in such, on the condition that in the case of such termination, all pending transactions on behalf of the Client shall be completed.
- 13.2 The first day of the notice shall be deemed to be the date such notice has been received by the Company.
- 13.3 The Company may terminate the Agreement by giving the Client at least seven (7) days written notice, specifying the date of termination in such.
- 13.4 The Company may terminate the Agreement immediately without giving 7 days notice in the following case:
- i. Death of the Client;
  - ii. If any application is made or any order is issued or a meeting is convened or a resolution is approved or any measures of bankruptcy or winding up of the Client are taken;
  - iii. Such termination is required by any competent regulatory authority or body;
  - iv. The Client violates any provision of the Agreement and in the Company's opinion, the Agreement cannot be implemented;
  - v. The Client involves the Company directly or indirectly in any type of fraud.
- 13.5 The termination of the Agreement shall not in any case affect, the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay:
- i. Any pending fee of the Company and any other amount payable to the Company;



- ii. Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- iii. Any damages which arose during the arrangement or settlement of pending obligations.

13.6 In case of fraud by the Client as in paragraph 13.4 v., the Company reserves the right to reverse all previous transactions which places the Company's interests and/or all or any its Clients interests at risk before terminating the agreement.

13.7 Upon termination of the Agreement, the Company shall immediately hand over to the Client (at the offices of the Company or any Sister Company) the Client's assets in its possession, provided that the Company shall be entitled to keep such Client's assets as necessary to close positions which have already been opened and/or pay any pending obligations of the Client, including, without limitation, the payment of any amount which the Client owes to the Company under the Agreement.

#### **14. ACKNOWLEDGEMENTS OF RISKS**

14.1 The Client unreservedly acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.

14.2 The Client unreservedly acknowledges and accepts that he runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accepts and declares that he is willing to undertake this risk.

14.3 The Client declares that he has read, comprehends and unreservedly accepts the following:

- i. Information of the previous performance of a Financial Instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.
- ii. Some Financial Instruments may not become immediately liquid as a result e.g. of reduced demand and the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.
- iii. When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
- iv. A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
- v. The Financial Instruments offered by the Company are a non delivery spot transaction giving an opportunity to make profit on changes in currency rates, commodity, stock market indices or share prices called the underlying instrument.
- vi. The value of the Financial Instruments is directly affected by the price of the security or any other underlying asset which is the object of the acquisition.
- vii. The Client must not purchase Financial Instruments unless he is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.

14.4 The Client acknowledges and accepts that there may be other risks which are not contained in this paragraph 14 and has read and accepted all information under the titles "GENERAL RISK DISCLOSURE" and

“RISK DISCLOSURE FOR FINANCIAL INSTRUMENTS” as this information is loaded on the Company’s webpage public and available to all Clients.

**15. RELATIONSHIP BETWEEN THE COMPANY AND THE CLIENT**

15.1 The Company reserves the right to use, employ or appoint third qualified and duly trained persons for the purpose of mediating in the execution of orders and the conclusion of transactions for the Client.

15.2 The Company declares that it takes all necessary measures, where possible, in order to anticipate or solve any conflicts of interest between, on the one hand itself and its associated persons and clients and on the other hand, between its clients. However, the Company draws the Client’s attention to the following possibilities of a conflict of interest.

i. The Company and/or any associated company and/or any company which is a member of the group of companies to which the Company belongs to, might:

- (a) Enter itself into an agreement with the Client in order to execute his Order;
- (b) Be an issuer of the Financial Instruments in which the Client wishes to conclude a transaction;
- (c) Act on its behalf and/or for another client as purchase and/or seller and may have an interest in the Financial Instruments of the issuer in which the Client wishes to conclude a transaction;
- (d) Act as market maker, consultant and investment manager and/or have any trading or other relationship with any issuer;
- (e) Pay a fee to third persons who either recommended the Client to the Company or who mediated in any way so that the Client’s Orders are forwarded to the Company for execution.

ii. The Company may execute different orders (even contrary to one another) on behalf of different clients.

15.3 Client has read and accepts the CONFLICTS OF INTEREST POLICY the Company has adopted as this policy is mentioned in detail in the Company’s main website public and available to all Clients.

**16. CONFIDENTIAL INFORMATION**

16.1 The Company shall have no obligation to disclose to the Client any information or take into consideration any information either when making any decision or when it proceeds to any act on behalf of the Client, unless otherwise expressly cited in this Agreement and where this is imposed by the relevant Laws, Regulations and directives in force.

16.2 The Company has the right, without informing the Client beforehand, to disclose such details of the Client’s transactions or such other information as it may deem necessary in order to comply with any requirements of any person entitled to require such a disclosure by law or with any Company obligation to proceed to the said disclosure to any person.

16.3 The Company will handle all of Client’s personal data according to the relevant Laws and Regulations for the protection of Personal Data.

**17. NOTICES**

17.1 Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by the Client under the Agreement shall be in writing and shall

be sent to the Company's mailing address, thus Global Gateway 8, Rue De La Perle, Providence, Mahe, Seychelles, or to any other address which the Company may from time to time specify to the Client for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.

- 17.2 The Company reserves the right to specify any other way of communication with the Client.
- 17.3 The Agreement is personal to the Client who does not have the right to assign or transfer any of his rights and/or obligations hereunder.
- 17.4 The Company may, at any time, assign and/or transfer to any legal or natural person any of its rights and/or obligations as they arise or are provided for in the Agreement.

## **18. GENERAL PROVISIONS**

- 18.1 The Client acknowledges that no representations were made to him by or on behalf of the Company which have in any way incited or persuaded him to enter into the Agreement.
- 18.2 If the Client is more than one person, the Client's obligations under the Agreement shall be joined and several and any reference in the Agreement to the Client shall be construed, where appropriate, as reference to one or more of these persons. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.
- 18.3 In case any provision of the Agreement is or becomes, at any time, illegal void or non enforceable in any respect, in accordance with a law and/or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.
- 18.4 All transactions on behalf of the Client shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs (jointly hereinafter called the "Laws and Regulations") of authorities which govern the operation of the Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding for the Client.
- 18.5 The Client shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfil its obligations under the Agreement.
- 18.6 The Client undertakes to pay all stamp expenses relating to the Agreement and any documentation which may be required for the execution of the transactions under the Agreement.
- 18.7 The Agreement has been drawn in two counterparts and each Party has received one original copy.
- 18.8 The location of detailed information regarding the execution and conditions for the investment transactions in Financial Instruments markets conducted by the Company, following Terms and Conditions, and also the other information regarding activity of the Company are accessible and addressed to any natural persons and legal entities at the Company's main website over the Internet — [www.paxforex.org](http://www.paxforex.org)

**19. CLIENT DECLARATION**

The Client solemnly declares that:

- i. Has carefully read and fully understood the entire text of the above terms and conditions Agreement with which he/she/they fully and unreservedly agree(s);
- ii. Has read and went through all information provided on the internet regarding the Company, its services offered, relevant fees and costs, general risk disclosure, client categorisation, investor compensation fund, summary conflict of interests policy, order execution policy for Financial Instruments, general risk disclosure and risk disclosure on Financial Instruments and has found all relevant information up to standards.
- iii. Consents and agrees to direct advertising through cold calling, either by phone or personal representation, facsimile, automatic calls, email or other phone, electronic or digital means by the Company.
- iv. Agrees and by accepting these terms and conditions gives proper consent for the Company to use personal information of the Client, (by personal information, the Company means Client's personal email) to Company's contractual partners to be used solely for statistical purposes and in an effort to better improve the Company's marketing campaigns and to the extent allowed by the Terms and Conditions already accepted.
- v. Is over 18 and/or has full capacity (in case of legal entity) to enter the present agreement and is fully aware of the legislation and or regulations of his country of residence in regard to being allowed to enter such agreement and to the best of his/her/their knowledge and belief, the information provided in Investor's Questionnaire, and any other documentation supplied in connection with the application form, is correct, complete and not misleading and he/she/they will inform the Company of any changes to the details or information entered in the Investor's Questionnaire.
- vi. He accepts to be notified separately in writing if the Company pays commission/ fees to anyone outside the Company who introduced the Client or who acts on behalf of the Client.
- vii. He accepts that any orders he will place with the Company for the Financial Instrument offered by the Company, the company will act as the Principal and the Company is the sole Execution Venue which is a non-regulated market.
- viii. He has chosen the investment amount, taking his total financial circumstances into consideration which he considers reasonable under such circumstances.
- ix. Any loss or damage or penalties or legal costs or otherwise suffered by the Company due to violation of the present declaration resulted by false and or misleading information provided by the Client or unsubstantiated declarations made herein, are subject to full indemnification by the Client towards the Company.

Made today \_\_\_\_\_, of year \_\_\_\_\_

Sign: \_\_\_\_\_

THE COMPANY

Sign: \_\_\_\_\_

THE CLIENT

