



**REX CAPITAL INTL  
MANAGEMENT**

**Rex Capital International Management Limited**

**CUSTOMER AGREEMENT**

## **Definitions And Interpretation :**

In this Customer Agreement the following words shall have the corresponding meanings:

**Access Codes:** Your login and password given to you by us in order to have access on our Online Trading System .

**Access Data:** Your Access Codes, your Phone Password, your Account number and any information required to make Orders with us in any way.

**Account:** Any transaction account which we may open for you on our records to allow you trade in CFDs.

**Applicable Regulations:** a) Rules or any other rules of a relevant regulatory authority; (b) the Rules of the relevant Market; and (c) all other applicable laws, rules and regulations as in force from time to time in any jurisdiction.

**Application Form:** The application form completed by you to apply for our Services (via which we will obtain amongst other things necessary information for your identification and due diligence and your categorization in accordance with the Rules).

**Balance:** The total sum on your Account after the last transaction made within any period of time.

**Base currency:** The first currency in the currency pair.

**Business Day:** Any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January.

**CFDs:** A spot and/or forward Contract for Difference on the following Underlying: Currencies (Spot FOREX); Metals; Commodities; Futures; Options; Forwards

**Customer Agreement:** This Agreement between us and you which also includes the following documents to be found on our Website: General Risk Disclosure, Risk Disclosure for CFD's.

**Contract Specifications:** Each lot size or each type of Underlying in a Financial Instrument offered by us as well as all necessary trading information concerning spreads, swaps, margin requirements etc, as determined by us from time to time in our Website.

**Currency of the Account:** The currency that you choose when opening an Account with us or converted into at your choice after the opening the Account.

**Currency Pair:** Consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

**Expert Advisor:** A mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert you of a trading opportunity and can also trade your account automatically managing all aspects of trading operations from sending orders directly to our Online Trading System to automatically adjusting stop loss,

trailing stops and take profit levels. All this trading systems are connection sensitive and run locally on the computer of the client.

Financial Instrument(s): CFDs, NDFs and Rolling Spot.

Leverage: A ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

Lot: A unit measuring the transaction size specified for each Financial Instrument found in the Contract Specifications.

Margin: The necessary guarantee funds to open positions or to maintain Open Positions, as determined in the Contract

Specifications for each Underlying in a Financial Instrument.

NDFs: Non-Deliverable Forwards and has the same meaning as CFDs.

Nominee: Any company as we may appoint as our nominee from time to time, which is a member of our group whose principal function is to hold funds acquired by our clients.

## **1. ACCEPTANCE**

1.1 The following describes the terms on which Rex Capital International Management Limited, a company incorporated under the laws of the ASIA Law, which are available under the domain and sub-domains of [www.rexcapitals.com](http://www.rexcapitals.com) (the "Site" or the "Website").

1.2 By clicking "I Agree" or "I Accept", the Client accepts the terms and conditions of this Agreement and any documents incorporated by reference therein.

1.3 The Client further agrees that this Client Agreement forms a legally binding contract between the Client and the Company and that this Agreement constitutes a "writing signed by you" under any applicable law or regulation.

1.4 This Agreement is subject to change by the Company, without prior notice (unless prior notice is required by law), by posting the revised Agreement on the Website.

1.5 The Company shall provide notice to the Client of any such amendment or change by posting the amendment or change on the Website or by sending an e-mail message to the Client.

1.6 The Client agrees to be bound fully by the terms of such amendment or change on the earlier of: (i) ten (10) days after the Company has posted notice of such amendment or change to the Website; or (ii) on the date of the entry of any order, other than a liquidating order.

1.7 In the event that the Client objects to any such change or amendment, the Client agrees to close any of its open positions and to instruct the Company immediately regarding the disposition of all assets in its Account within ten (10) business days after notice of such amendment or change has been posted to the Website.

1.8 If the Client has any questions regarding this Agreement, he/she may contact immediately the Customer Support department of the Company.

## **2. TERMS AND HEADINGS**

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

2.2 Any translation of this Agreement is done for local requirements or for the Clients convenience. In the event of a dispute between the English version and any non-English version, the English version of this Agreement shall prevail and govern the relationship between the Client and the Company, to the extent not prohibited by any applicable law.

## **3. LIMITED LICENSE**

3.1 The Company grants the Client a non-exclusive, non-transferable and limited personal license to access and use the Website (the "License"). This License is conditioned on your continued compliance with the terms and conditions of this Agreement.

3.2 The License will terminate if the Company is of the opinion that any information provided by the Client, including the e-mail address, is no longer current or accurate, or if the Client fails to otherwise comply with any term or condition of this Agreement and all rules and guidelines for each service.

## **4. OBLIGATION OF THE COMPANY & AUTHORIZATION TO TRADE**

4.1 The Company shall provide you with access to trading transactions and quotes through the reserve in a twenty four hour mode of operation, commencing Sunday 22:00 GMT until Friday 21:00 GMT, except on official holidays in the USA and Europe, through the operators of the Company.

4.2 The Company shall provide the following online reports: (1) Open Positions- a report presenting the account's open transactions; and (2) Account Statement: a report presenting the account's balance and statement at a given point in time.

4.3 The Company is authorised to purchase and sell the Forex market for the Client's accounts in accordance with the Client's oral, written or computer instructions, subject to the terms of this Agreement and all annexes here to.

4.4 The Client is obligated to keep passwords secret and is solely responsible for ensuring that third parties do not obtain access to the passwords or the Company's trading facilities.

4.5 The Client agrees to be conclusively responsible for any instruction received electronically that is identified with the Client's password and account number and for any electronic, oral or written instruction (including, but not limited to, any order) to the Company from entities that the Company, in its sole judgment, believes are apparently authorised by the Client (see appendix A).

4.6 The Company shall have no responsibility to further inquire into such apparent authority and shall have no liability for the consequences of any actions taken or failed to be taken by the Company in reliance on any such instructions or on the apparent authority of any such persons.

4.7 The Company is not obligated to quote or open deals during the publishing of major financial data or the publishing of global foreign exchange information.

## **5. GOVERNMENTAL COUNTRY PARTY INSTITUTION & INTER BANKING SYSTEM RULES**

5.1 All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the counter-party institution or other inter-bank market (and its clearing organisation, if any) where executed and to all applicable laws and regulations.

5.2 If any statute shall hereafter be enacted or any rule or regulation be adopted by any governmental authority, or if a contract market or clearing organisation shall become binding upon the Company and shall affect, in any manner, or be inconsistent with any of the provisions here of, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall, in all respects, continue to be in full force and effect.

## **6. GUARANTEES & DEPOSITS REQUIREMENT**

6.1 The Client shall provide to, and maintain with, the Company guarantees in such amounts and in such forms as the Company, in its sole discretion, may require.

6.2 The Company may change its requirements at any time.

6.3 The Client agrees to deposit, by immediate wire transfer or other payment method acceptable to the Company, such additional guarantees, when and as required by the Company, and will promptly meet all guarantee calls in such mode of transmission as the Company, in its sole discretion, designates.

6.4 The Company may, at any time, proceed to liquidate the Client's account and any failure by the Company to enforce its rights here under shall not be deemed a waiver by The Company to enforce its rights thereafter.

6.5 The Company retains the right to limit the amount and/or total number of open positions which the Client may acquire or maintain at the Company, and to increase guarantees requirements in advance of earnings or other news or events, with or without notice, either before such event or retroactively or at any other time that it deems at its sole discretion.

6.6 The Company shall attempt to execute all orders, which it may, in its sole discretion, choose to accept in accordance with the oral, written or computer instructions of the Client.

6.7 The Company reserves the right to refuse or accept any order.

6.8 The Company shall not be responsible for any loss or damage caused, directly or indirectly, by any event, action or omission which is beyond the control of The Company, including, without limitation, loss or damage resulting, directly or indirectly, from any delay or inaccuracy in the transmission of orders and/or information due to a breakdown in, or failure of, any transmission or communication facilities.

6.9 The Client shall indemnify, and hold harmless, the Company, its affiliates and their respective directors, officers, shareholders, members, partners, agents and employees (each, an "Indemnified Party"), from any losses, expenses, claims or proceedings (collectively, "Losses"): (i) related to, or arising out of: (A) the contents of oral or written information (or any omission therein of a material fact) provided by the Company, its employees or its other agents, which information either the Company provides to any Third Party to an actual or proposed transaction, or (B) any other action or failure to act by the Company, its employees or its other agents or by any Indemnified Party in accordance with the Company's request or consent; or (ii) otherwise related to, or arising out of, the Agreement or any actual or proposed transaction.

6.10 In the event that the Client directs the Company to sell any margin, collateral, contract or other property and the Company is unable to deliver such margin, collateral, contract or other property to a purchaser because the Client fails to deliver it to the Company, the Company may borrow or purchase any guarantees, collateral, contract or property necessary to make such delivery, and the Client hereby agrees to guarantee and hold the Company harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees that the Company may sustain.

## **7. COLLATERAL AND LENDING AGREEMENT**

7.1 All funds, securities, commodities, currencies, and other property of the Client which the Company or its affiliates may, at any time, be holding on behalf of the Client (either individually, jointly with another, or as a guarantor of the account of any other person,) or which may, at any time, be in its possession or control, or carried on its books for any purpose, including safekeeping, are to be held by the Company as security and may be subject to a general lien and right of set-off for the liabilities of the Client to the Company, irrespective of whether or not the Company has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts the Client may have with the Company.

7.2 The Client hereby also grants to the Company the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Clients, to itself, as broker, or to others, any securities or other property of the Client held by the Company as margin or security.

7.3 This authorization shall apply to all accounts carried by the Company for the Client and shall remain in full force until all accounts are fully paid for by the Client or notice of revocation is sent by the Company from its registered office.

## **8. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES**

8.1 In the event of:

8.1.1 the death or judicial declaration of incompetence of the Client;

8.1.2 the filing of a petition for bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against the Client;

8.1.3 the filing of an attachment against any of the Client's accounts carried by the Company,

8.1.4 insufficient margin/guarantee, or the Company's determination that any collateral deposited to protect one or more accounts of the Client is inadequate, regardless of current market quotations, to secure the account;

8.1.5 the Client's failure to provide us with any information requested pursuant to this Agreement; or

8.1.6 any other circumstances or developments that the Company deems appropriate for its protection,

the Company, in its sole discretion, may take one or more, or any portion of, the following actions: (a) satisfy any obligation the Client may have to the Company, either directly or by way of guarantee of surety ship, out of any of the Client's funds or property, which is in the Company's custody or control; (b) sell or purchase any or all currency contracts or securities held or carried out for the Client; and (c) cancel any or all outstanding orders or contracts, or any other commitments made on behalf of the Client. It is further agreed that the margin call level is blocked at 10% of the Client's equity.

## **9. CHARGES**

9.1 Client shall pay such brokerage fees, commissions, interest payments and special service and all other fees arising out of the Company providing services hereunder in accordance with the Company's fee schedule then in effect.

9.2 Commencing two (2) months from the date of opening an account, any of the Company's client accounts, in which there have been no transactions (including, but not limited to, trading, withdrawals, and deposits), for a set period of one (1) calendar month, will be considered as being inactive accounts. Inactive accounts will be charged a monthly fee of US\$ 9.75 or the full amount of the free balance in the account if the free balance is less than US\$ 9.75. There will be no charge if the free balance is zero.

9.3 The Company reserves the right to change its fee structure at any time without notice.

## **10. STATEMENTS AND CONFIRMATIONS**

10.1 Reports of confirmation of orders and statements of accounts for the Client shall be deemed correct and shall be conclusive and binding upon the Client if not objected to within three business days of the online posting by the Company.

## **11. COMMUNICATIONS**

11.1 Reports, statements, notices and any other communications will be posted online and may be transmitted to such address as the Client may, from time to time, designate in a written or electronic communication to the Company.

## **12. COMPANY RESPONSIBILITIES**

12.1 The Company shall not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause, which is beyond the Company's control or anticipation.

12.2 In addition, orders must be placed so as to allow sufficient time to execute and calculate all necessary guarantee requirements.

12.3 The Client should be aware that there are risks associated with utilizing an Internet-based deal execution trading system, including, but not limited to, the failure of hardware, software,

and Internet connection.

12.4 Since the Company does not control signal power, its reception or routing via the Internet, the configuration of your equipment or reliability of its connection, the Company cannot be responsible for communication failures, distortions or delays when trading via the Internet, and the Company shall not be liable for losses arising out of the default of any agent or any other party used by the Company under this agreement.

12.5 Under no circumstance shall the Company be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, the Company's trading platform or services, including, but not limited to, lost profits, loss of business, trading loss, loss of data or use of data, any unauthorized access to, alteration, theft or destruction of Client's computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services, or for any direct or indirect, special or consequential damages howsoever caused, and under any theory of liability and whether or not the Company has been advised of the possibility of such damage.

12.6 The Client accepts that the terms in section 12.5 above represent a reasonable allocation of risk and that this section is an essential element of this Agreement and that in its absence the economic terms of this Agreement would be substantially different.

12.7 This limitation applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Company has been advised of the possibility of such damage.

12.8 The Company has no liability or duty of indemnification related to unusable data, lost or corrupt Client transactions or data, by whatever means, in whatever form.

12.9 This limitation of liability additionally removes any duty or liability on the part of the Company related to unusable data, lost or corrupt Client transactions or data, resulting in part or in whole from third-party software or networking goods or services or from internet-related problems or from actions or events outside of the Company's control.

12.10 The Company disclaims any and all liability resulting from, or related to, any breach of Internet security or disruption, distortion or delay of the Client's connections to the internet, due to any reason whatsoever.

12.11 Since the Forex Market is not an exchange traded market, prices at which the Company deals or quotes may or may not be similar to prices at which other Forex Market dealers quote.

12.12 Should a quoting or execution error occur, which may include, but is not limited to, a typographical error of a quote, a quote that does not represent fair market prices, an erroneous price quote from a dealer or erroneous price quote due to failure of hardware, software or communication lines, systems or inaccurate external data feeds provided by third-party dealers, the Company shall not be liable for the resulting errors in account balances.

12.13 Internet connectivity delays and price feed errors sometimes create a situation where the prices displayed do not accurately reflect market rates.

12.14 The Company shall not be responsible for deals opened by the Client which are not in accordance with to the above trading rules.

### **13. CURRENCY FLUCTUATION RISK**

13.1 If the Client instructs the Company to enter into any foreign currency exchange transactions:

13.1.1 any profit or loss, arising out of a fluctuation in the exchange rate affecting such currency, will be entirely for the Client's account and risk;

13.1.2 all initial and subsequent deposits for guarantees shall be made in U.S. dollars, in such amounts as the Company may, in its sole discretion, require; and



13.1.3 the Company is authorized to convert funds in the Client's account for guarantees into and from such foreign currency at a rate of exchange determined by the Company, in its sole discretion, on the basis of the money market rates prevailing at the time.

#### **14. RISK ACKNOWLEDGEMENT**

14.1 Trading foreign exchange on margin carries a high level of risk, and may not be suitable for all investors.

14.2 A high degree of leverage can work for the investor as well as against the investor.

14.3 Before deciding whether or not to trade foreign exchange, the investor should carefully consider his/her investment objectives, level of experience, and risk appetite.

14.4 There is a possibility that the investor could sustain a loss of some or all of his/her initial investment and therefore should only be undertaken with risk capital (funds that are not necessary to the survival or well-being of the user).

14.5 The Client acknowledges that the Client has received no such guarantee from the Company, any of its representatives or any introducing agent, broker or other entity with whom the Client is conducting his/her account with the Company and has not entered into this agreement in consideration of, or in reliance on, any such guarantee or similar representation.

#### **15. TRADING RECOMMENDATIONS**

15.1 The Client acknowledges that:

15.1.1 any market recommendations and information communicated to the Client by the Company or by any person within the offices of the Company, does not constitute an offer to sell or the solicitation of an offer to buy any Forex Market contract,

15.1.2 such recommendation and information, although based upon information obtained from sources believed by the Company to be reliable, may be based solely on a broker's opinion and such information may be incomplete and unverified. The Company makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client.

15.2 The Client acknowledges that the Company and/or its officers, directors, affiliates, associates, stockholders or representatives may intend to buy or sell currencies, which are the subject of market recommendations furnished to the Client, and that the market position of the Company or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to the Client by the Company.

15.3 The Client acknowledges that the Company makes no representations concerning the tax implications or treatment of contracts;

15.4. The Client further acknowledges that in the event that the Client grants trading authority or control over the Client's account to a third party ("Trading Agent"), whether on a discretionary or non-discretionary basis, the Company shall, in no way be responsible for reviewing the Client's choice of such Trading Agent nor for making any recommendations with respect thereto.

15.5 If the Client gives the Trading Agent authority to exercise any of its rights over the Client's account(s), the Client acknowledges that the Client does so at the Client's own risk.

#### **16. CLIENT REPRESENTATIONS AND WARRANTIES**

16.1 The Client represents and warrants that:

16.1.1 If the Client is a natural person, the Client is of sound mind, legal age and legal

competence.

16.1.2 if the Client is not a natural person: (i) the Client is duly organised and validly existing under the applicable laws of the jurisdiction of its organisation; (ii) execution and delivery of this Agreement and all Contracts and other transactions and performances of obligations contemplated here-under have been duly authorised by the Client; and (iii) each person executing and delivering this Agreement and all other transactions contemplated here-under on behalf of the Client has been duly authorised by Client to do so.

16.1.3 No person, other than the Client, has or will have an interest in the Client's account(s) and the Client has not granted, and shall not, grant a security interest in the Client's account with the Company (other than the security interest granted to the Company here-under) to any person without the Company's prior written consent.

16.1.4 The Client has full beneficial ownership of all collateral and shall not grant any security interest in any collateral to any person (other than the security interest granted to the Company here-under) without the Company's prior written consent.

16.1.5 The Client hereby warrants that, regardless of any subsequent determination to the contrary, the Client is suitable to trade the Forex Market and is a sophisticated institution and/or institutional participant.

16.1.6 The Client is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company, and in the event that the Client becomes so employed, the Client will promptly notify us, at the Company's registered office, in writing, of such employment.

16.1.7 The Client shall execute and deliver all documents, give all notices, make all filings and take such other actions as the Company, in its sole discretion, deems necessary or desirable in order to evidence or perfect any security interest in favor of the Company or to protect the Company's interests with respect to any Collateral.

16.1.8 The Client has read and understood the provisions contained in this Agreement, including, without limitation, the Company's Risk Disclosure Statement.

16.1.9 The Client shall review this Agreement each time that it is amended.

16.1.10 The Client will not affect any transaction in the Client's account unless the Client understands this Agreement agrees that in effecting any transaction, it is deemed to represent that it has read and understood this Agreement as in effect at the time of such transaction.

16.1.11 The Client agrees to, and shall at all times comply, with all applicable laws, statutes and regulations and the Client hereby declares that the execution and delivery by the Client of this Agreement and all other transactions contemplated here-under, and performance of all of the Client's obligations contemplated here-under and any other transaction contemplated here-under, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to the Client.

16.1.12 The client may not use his/her personal account with the Company for any illegal activity. The Company reserves the right to cancel any transaction and/or to terminate the Company's relationship with the Client, with immediate effect, where the Company reasonably believes that such transaction involves an illegal activity. Such illegal activity includes, but is not limited to, money laundering, using insider information, and otherwise taking advantage of the trading transaction or Forex market.

16.1.13 The Client shall not use trading robots, expert advisors, or other computer programs that are not provided by the Company.

16.1.14 All trading shall be done in good faith and under the Forex practice.

16.1.15 Scalping and arbitrage deals, as well as hedging deals undertaken with an intention to

exploit, are prohibited and the Company reserves the right to investigate and review any account it suspects of manipulation and withhold funds suspected of being derived from such activity. The Company reserves the right to void any transaction which it has determined to be a result of any of these practices, except in the cases and the types of accounts where the offices of the Company permit it. In such cases, the Company shall have no liability whatsoever to the Client for any losses incurred as a result of such activity.

16.1.15.1.1 Scalping means a trade that was opened and closed prior to, or within, 90 seconds of its opening time.

16.1.15.1.2 Hedging means an opposite trade to an existing trade with the same trade volume that was opened to gain profit from deal terms. 16.1.15.1.3 Arbitrage means the simultaneous buying and selling different currency pairs of identical financial instruments to exploit any inefficiency in pricing.

16.1.15.1.4 Placing future "buy stop" or "sell stop" orders prior to the release of financial data is prohibited and will not be permitted. The Company shall reserve the right to cancel any such orders without prior notice to the Client.

16.1.16 The Company reserves the right, at its sole discretion, to charge the Client with any fee, interest, or other amount in the event that the Client executes any illegal or prohibited trade or transaction, as above-mentioned or otherwise.

## **17. DISCLOSURE OF FINANCIAL INFORMATION**

17.1 The Client represents and warrants that the financial information disclosed to us in his/her Application is an accurate representation of the Client's current financial condition.

17.2 The Client represents and warrants that he/she has very carefully considered the portion of the Client's assets which the Client considers to be risk capital.

17.3 The Client recognizes that risk capital is the amount of money he/she is willing to put at risk and the loss of it would not, in any way, change the Client's lifestyle.

17.4 The Client agrees to immediately inform us if the Client's financial condition changes in such a way to reduce the Client's net worth, liquid assets and/or risk capital.

## **18. INTRODUCING BROKERS**

18.1 If the Client's account has been introduced to the Company by an Introducing Broker ("IB"), the Client understands and acknowledges that the Company may compensate the IB for introducing the Client to it and that such compensation may be on a per trade or any other basis.

## **19. DISCLOSURE OF CLIENT INFORMATION**

19.1 The Company shall not share or sell information regarding Clients and/or prospective Clients, except to its employees, agents, partners, and associates, as required in the ordinary course of business, including, but not limited to, the Company's banking or credit relationships.

19.2 The Company may also disclose to federal or state regulatory agencies and law enforcement authorities' information, regarding the Client and the Client's transactions, in response to a request for such information or in response to a court order or subpoena.

19.3 The Company may share or sell statistical information without disclosing the Client's identity

## **20. GOVERNING LAW AND JURISDICTION**

20.1 This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly here-under or in connection with the transactions contemplated hereby, whether brought by the Client or by the Company, shall be governed, construed and enforced, in all respects, by the laws of the ASIA.

20.2 The Client hereby consents and submits to the exclusive jurisdiction of any appropriate court located within the ASIA, in any action or proceeding arising directly or indirectly here-under, whether brought by the Client or the Company, and each party irrevocably submits to the jurisdiction of such courts.

## **21. TERMINATION**

21.1 This Agreement shall continue to remain in effect until termination and may be terminated by the Client at any time upon three (3) days prior written notice when the Client has no open Currency position(s) and no liabilities held by, or owed to, the Company upon the actual receipt by the Company at its registered office of written notice of termination, or at any time whatsoever by the Company upon the transmission of written notice of termination to the Client; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement nor shall it relieve the Client of any obligations arising out of any deficit balance.

## **22. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

22.1 All copyrights, trademarks, trade secrets and other intellectual property rights and proprietary rights to the Company's website in its totality, its contents and any related materials ("Company IP") shall remain, at all times, the sole and exclusive property of the Company and Clients shall have no right or interest in the Company's IP except for the right to access and use the Company IP as specified herein.

22.2 The Client acknowledges that the Company IP is confidential and has been developed through the expenditure of substantial skill, time, effort and money.

22.3 The Client shall protect the confidentiality of the Company IP and not allow website access to any Third Party.

## **23. RECORDINGS**

23.1 The Client agrees and acknowledges that all conversations regarding the Client's account(s) between the Client and the Company personnel may be electronically recorded with or without the use of an automatic tone warning device.

23.2 The Client further agrees to the use of such recordings and transcripts as evidence by either party in connection with any dispute or proceeding that may arise involving the Client or the Company.

23.3 The Client understands that the Company destroys such recordings at regular intervals in accordance with its established business procedures and the Client hereby consents to such destruction.

## **24. LEGAL RESTRICTIONS**

24.1 Without limiting the foregoing, the Client understands that laws regarding financial contracts vary throughout the world and it is the Client's obligation alone to ensure that the Client fully complies with any law, regulation or directive, which is relevant to the Client's country of residency with regards to the use of the Website.

24.2 For the avoidance of doubt, the ability to access the Company's Website does not necessarily mean that the Company's services and/or Client's activities through the Website are legal under the laws, regulations or directives relevant to the Client's country of residency.

24.3 This Website does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is unauthorised, or to any person to whom it is unlawful to make such an offer or solicitation.

24.4 Access to this Website, and the offering of financial contracts via this Site, may be restricted in certain jurisdictions, and, accordingly, users accessing this site are required to inform themselves of, and to observe, such restrictions.

24.5 Accordingly, this Website is not intended for distribution to, or use by, any person, entity or corporation in any jurisdiction or country where such distribution or use would be contrary to local law or regulation".

## **25. DECLARATION**

25.1 By accepting this Agreement, the Client hereby declares that the money invested in the Client's account with the Company does not originate from drug trafficking, abduction, or any other criminal activity.

## **26. TAX COLLECTION**

26.1 Client is aware of, understands and agrees that, in general, the Company does not collect tax for any authority in any form or manner.

26.2 Without derogating from the Client's sole and entire responsibility to perform tax payments, the Client agrees that the Company may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with the Company.

## **27. ACCOUNT PROCEDURES – IDENTIFICATION**

27.1 The Client acknowledges that applicable laws require financial institutions to obtain, verify, and record information identifying each person who opens an account and, accordingly, the Client has provided the Company with certain identifying information and documents.

27.2. The Client confirms that the Client has provided true, accurate, current and complete information during the registration process, and that the Client has not impersonated any person or entity, or misrepresented any affiliation with another person, entity or association, used false headers or otherwise concealed the Client's identity from the Company, for any purpose.

## 28. WITHDRAWAL AND DEPOSITS PROCEDURES

28.1 The Client further acknowledges and accepts the Company's procedures with respect to withdrawals and deposits to accounts as set forth below:

28.2 Withdrawal orders:

28.2.1 The provision of documentation, as may be required from time to time by AML (Anti Money Laundering) regulations, credit card companies and the Company, is a prerequisite prior to the execution of a withdrawal order.

28.2.2 Credit card deposits may be, according to credit card companies' regulations, returned to the same credit card when a withdrawal is performed.

28.2.3 A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to the credit card or to the bank account at the Company's discretion.

28.2.4 Withdrawals to bank accounts may take longer due to additional security procedures.

28.3 Credit Card Deposits Variance:

28.3.1 When choosing an account base currency, other than USD, the Client's credit card may be debited sums which, due to exchange rates and credit card companies' fees, may slightly vary from the initial sum that has been deposited by the Client in the account base currency.

28.3.2 The Client hereby accepts that such variations may occur and hereby affirms that the Client shall not seek to object or charge this back.

28.3.3 When depositing by a Bank Transfer, as required by anti-money laundering regulations, the Client is required to use only one bank account, which is in the Client's country of residence and in the Client's name.

28.3.4 An authentic SWIFT confirmation, showing the origin of the funds, must be sent to the Company.

28.3.5 Failure to submit such SWIFT may result in the return of the deposited amount, thereby preventing the deposit of such pending amounts to the Client's account.

28.4 Any withdrawal of funds, from the Client's Company account to a bank account, can only be refunded to the same bank account from which the funds were originally received.

28.5 Alternative payment methods (internet payment vendors; money transfer services; etc.):

28.5.1 When the Client deposits funds using a facility other than credit cards and/or banks, the Client agrees to be bound by the regulations and rules of such service, including, but not limited to, fees and other restrictions.

28.5.2 The Company, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with anti-money laundering regulations.

28.5.3 The Company can cancel trades that were done in arbitrage, statistic or regular, if a client opened a trade and or closed a trade NOT in a market price.

28.5.4 If a trade was made with the Company and it was revealed that a counter trade was made in another company with the intention to ZERO OUT ONE account and DOUBLE THE OTHER for earning the BONUS, it can be canceled without notice at the Company's sole discretion.

28.5.5 For the avoidance of doubt, the Company is not responsible for any loss and or claim caused to the client due to trades made in an arbitrage or any other illegitimate or fraud condition of any kind.

28.6 Withdrawal fees: \$15 for transfers via credit card, \$30 for bank wire transfers.

## **29. CLIENT CONSENTS**

29.1 You agree and understand that you will not be entitled to delivery of, or be required to deliver, the Underlying of the Financial Instrument, nor ownership thereof or any other interest therein.

29.2 You agree and understand that no interest shall be due on the money we hold in your Account.

29.3 You agree and understand that we will affect any Transactions with you as an agent. Thus we will be transmitting your Orders for execution to another broker(s) and such broker(s) may be transmitting the orders received by us to other liquidity providers. These brokers are not regulated market.

29.4 You agree and understand that CFDs trading is not done in a regulated market.

29.5 You solemnly declare that you have carefully read and fully understood the entire text of the terms and conditions herein with which you fully and unreservedly agree.

29.6 You solemnly declare that you have read, understood found satisfactory and accept as an integral part of this Customer Agreement the following information provided on our Website:

- (a) Investment Services General Conditions
- (b) Contract Specifications

29.7 You confirm that you have regular access to the internet and consent to us providing you with information, including, without limitation, information about amendments to our terms and conditions, costs, fees, this Customer Agreements, Policies and information about the nature and risks of investments by posting such information on our Website.

## **30. ASSURANCE AND GUARANTEES**

By agreeing to be bound by this Customer Agreement, and again on each occasion that you place an Order, you state, affirm, warrant and guarantee to us as follows:

30.1 You are placing the Order and entering into the Transaction as principal, (that is on your own behalf and not for any third person), unless you have produced, to our satisfaction, a document and/or powers of attorney enabling you to act as representative and/or trustee of any third person and relevant identification documents for such third party.

30.2 Your are entering into and performance of the terms of this Customer Agreement and each Transaction does not breach, conflict with or constitute a default under any law, regulation, rule, judgment, contract or other instrument binding on you or any of your funds or assets.

30.3 You are not subject to any restrictions in placing the Order or entering into the Transaction contemplated by the Order.

30.4 You have taken such advice in respect of the Transaction contemplated by the Order and have not relied on any representation or information provided by us in reaching your decision to enter into the Transaction.

30.5 You are duly authorized to and have obtained all necessary power, authorisations and approval to enter into this Customer Agreement and to sign, and deliver to us, the Application Form and to enter into each trade, give

30.6 Orders and to otherwise perform your obligations under this Customer Agreement and the Application Form.

30.7 All the information disclosed to us in your Application Form, the documentation provided and otherwise is true and accurate and that you undertake to inform us in writing should there be any changes to the information provided.

30.8 The documents handed over by you to us are valid and authentic and to the best of your knowledge and belief, the information provided in the Application Form and any other documentation supplied in connection with the application form, is correct, complete and not misleading and you will inform us if any changes to such details or information.

30.9 Your funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing.

30.10 You are over 18 years old and of sound mind, having no legal or other obstacle prohibiting you from entering into this Customer Agreement.

30.11 You have provided us with those of your investment objectives which are relevant to our Services, for example whether there are any restrictions on the markets or instruments in which any Transactions will be sent for execution for you, depending on your nationality or religion.

THIS IS A CONTRACTUAL AGREEMENT. YOU WILL BE BOUND HEREBY. DO NOT SIGN UNTIL YOU HAVE READ ALL OF THE FOREGOING CAREFULLY. The undersigned acknowledges having received, read and understood the foregoing Client Account Letter and Client Agreement. The undersigned agrees to be bound by all of the terms and conditions hereof.

**Client Name(s) :** \_\_\_\_\_

**Client(s) Signature:** \_\_\_\_\_

**Client(s) ID :** \_\_\_\_\_

**Date :** \_\_\_\_\_

**REX CAPITAL INTERNATIONAL AFFILIATES & CHANNEL PARTNERS:** Hong Kong, United Kingdom, Australia & New Zealand (Corporate Liquidity Providers), India, Taiwan, Thailand, China, Vietnam, Dubai, Malaysia & Myanmar.

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