

## Introduction

This Agreement is executed by and between Black Parrot Limited, (the "Company"), address Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Island, MH 96960 and the Client, a physical or legal person, (the "Client"). IT & Finance administration services are done by Blonde Bear OU, Laeva tn2, Tallinn City, Harju County, 10111.

The brand TradeFxAsia.com is owned by the corporation of Black Parrot Limited.

If you have any questions regarding this Agreement please contact [info@TradeFxAsia.com](mailto:info@TradeFxAsia.com) You must read, agree with and accept all of the terms and conditions contained in this User Agreement without modifications, which include those terms and conditions expressly set forth below and those incorporated by reference, before you may become a customer of. By continuing to access or use the Web site and/or the company's trading system, you agree to follow the Terms and Conditions of this Agreement as they may apply to you.

This Agreement is effective upon acceptance in registration for newly registering customers, or upon receipt of e-mail notification by other users. The Agreement is otherwise effective for all users as of January 1st. 2010.

If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access our services, and inform us in writing immediately.

## Services Provided

Subject to the terms and conditions of this Agreement and acceptance of Customer's application to open an Account with TradeFxAsia.com. TradeFxAsia.com will maintain one or more Accounts in Customer's name and will effect cash settled transactions with and for Customer in the international Over-the-Counter Foreign Currency (foreign exchange) markets on a spot basis, and provide such other services and products as TradeFxAsia.com may, in its sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all Contracts and other transactions entered into between TradeFxAsia.com. And Customer shall be governed by the terms of this Customer Agreement, as amended from time to time (including, without limitation, TradeFxAsia.com Trading Policies and Procedures).

## Representations & Warranties

As of the date hereof, the date of each Contract and other transaction in Customer's Account and any date on which TradeFxAsia's Risk Disclosure Statement or Trading Policies and Procedures are revised, updated or amended, Customer represents and warrants to TradeFxAsia and agrees for the benefit of TradeFxAsia that:

If Customer is a natural person, Customer is of sound mind, legal age (18 years old) and legal competence.

- If Customer is not a natural person,
- 1. (I) Customer is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
- 2. (II) execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all Contracts and other transactions contemplated hereunder have been duly authorized by Customer; and
- 3. (III) each person executing and delivering this Agreement and all Contracts and other transactions contemplated hereunder on behalf of Customer performing the obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder on behalf of Customer, has been duly authorized by Customer to do so.

Execution and delivery by Customer of this Agreement and all Contracts and other transactions contemplated hereunder, and performance of all of Customer's obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer.

Customer has read and understands the provisions contained in this Agreement, including, without limitation, TradeFxAsia's Risk Disclosure Statement and Trading Policies and Procedures, Customer will review the Agreement each time it is amended. Customer will not affect any Opening Transaction in Customer's Account unless Customer understands TradeFxAsia's revised Agreement, and Customer agrees that in effecting any Opening Transaction it is deemed to represent that it has read and understands TradeFxAsia's revised Agreement as in effect at the time of such Opening Transaction.

All information provided by Customer to TradeFxAsia, including information regarding Customer's trading experience and investment sophistication, is true, correct and complete, and Customer will notify TradeFxAsia promptly of any changes in such information.

The customer acknowledges that he received no such guarantees from TradeFxAsia or from any of its representative or any introducing agent or other entity with whom the customer is conducting his TradeFxAsia account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representation.

## **Purchases & Sales**

### **Responsibility**

Customer agrees to be conclusively responsible for any instruction received electronically that is identified with Customer's password and Account number and for any electronic, oral and written instruction (including, but limited to, any Order) to TradeFxAsia from persons TradeFxAsia, in its sole judgment, believes are apparently authorized by Customer.

### **Quotation Information**

TradeFxAsia will make available, by posting on the TradeFxAsia Online Trading Platform or by telephoning the TradeFxAsia Dealing Desk, Bid Prices and Ask Prices at which TradeFxAsia is prepared to enter Foreign Currency Contracts or Cross Currency Contracts with Customer. When requesting a market quotation, it may differ from the current price quoted by other sources, depending on the market condition. TradeFxAsia expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time for similar transactions, but a number of factors, such as communication system delays, high volume or volatility can result in deviations between prices quoted by TradeFxAsia and other sources. TradeFxAsia makes no warranty, express or implied, that Bid Prices and Ask Prices represent prevailing bid prices and ask prices.

### **Order Execution**

TradeFxAsia will attempt to execute all Orders that it may, in its sole discretion, accept from Customer in accordance with Customer's instructions received through the TradeFxAsia Trading Platform or via telephone to the TradeFxAsia Dealing Desk. Any transaction entered into and made with TradeFxAsia shall be concluded with TradeFxAsia as a market maker. TradeFxAsia will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. This may or may not adversely affect customer realized and unrealized gains and losses. All Contracts made and entered into by TradeFxAsia hereunder will be entered into by TradeFxAsia as principal. Customer acknowledges, understands and agrees that TradeFxAsia is not acting as a broker, intermediary, agent, and advisor or in any fiduciary capacity. Notwithstanding the provisions of this Paragraph, Customer acknowledges, understands and agrees that TradeFxAsia reserves the right to refuse to accept any order, and that all orders - if accepted, are accepted by TradeFxAsia and undertaken on an "best-efforts basis" in accordance with the relevant provisions of the Trading Policies and Procedures, as amended from time to time. TradeFxAsia may cancel any erroneous transaction resulting from mistaken (non-market) quotation revealed by TradeFxAsia Any disputes arising out of such quoting errors shall be settled by negotiations.

## **Order Delays**

Customer understands that while the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent customer from accessing the Web site. TradeFxAsia shall not be liable, and customer agree not to hold or seek to hold TradeFxAsia or any of its agents or service providers liable, for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

TradeFxAsia does not represent, warrant or guarantee that customer will be able to access or use the Web site and/or the Trading Platform at times or locations of customer choosing, or that TradeFxAsia will have adequate capacity for the Web site and/or the Trading Platform as a whole or in any geographic location.

TradeFxAsia does not represent, warrant or guarantee that the Web site and/or trading platform will provide uninterrupted and error-free service. TradeFxAsia does not make any warranties or guarantees with respect to the Web site and its content and/or the Trading Platform, including but not limited to, warranties for merchantability or fitness for a particular purpose. Without limiting the foregoing, TradeFxAsia will not be responsible for an impossibility to execute orders and requirements due to failures in the operation of informational systems caused by technical faults, which are beyond its control.

## **Limitation Of Liability**

TradeFxAsia shall not be liable to Customer for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility belonging to TradeFxAsia, Customer, any market, or any settlement or clearing system.

## **Position Limits**

TradeFxAsia reserves the right to limit the number of Open Positions that Customer may enter or maintain in Customer's Account. TradeFxAsia reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an Open Position.

## **Recordings**

Customer acknowledges and agrees that any and all conversations between Customer and TradeFxAsia principals, agents, employees or associates, including the TradeFxAsia Dealing Desk and customer service and operations desks may, at the option and in the sole discretion of TradeFxAsia, be recorded electronically with or without the use of an automatic tone warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or preceding that may arise involving Customer or TradeFxAsia.

## Marketing Promotions & Bonuses

General Bonus Policy - In the interest of fair trading, traders must buy or sell at least (10) Ten mini lots in real-money mode for each unit of \$10 bonus granted by TradeFxAsia before submitting any withdrawal requests. Each mini lot accounts for 10,000 currency units you choose to buy or sell.

For Example: If you receive a bonus of \$25 your trading requirement is 25 mini lots which equals 250,000 currency units. Keep in mind that the number of currency units you're buying or selling per trade is determined by the amount of your trade X the leverage. So for example if you're making a trade for the amount of \$25 with a leverage of 1:400,  $25 \times 400 = 10,000$  so you're buying or selling one mini lot.

By accepting any bonus from TradeFxAsia you deem to accept all of the terms & conditions of Bonus Policy above.

In the case that a deposit bonus has been provided that exceed the 25% of the initial deposit, on request of withdrawal in case that the lots required for withdrawing the bonus allotted funds not completed the bonus and profit will be deducted from the withdrawal requested amount.

All promotions, bonuses or special promotions that we offer or will offer in the future are subject to specific promotional terms and conditions. All complimentary bonus money credited to your account must be strictly used under the specific promotion's terms and conditions. At all times, we reserve the right to retract and/or cancel any such promotion, bonus or special offer. If we suspect that a user has abused or attempted to abuse a bonus and/or other promotion or otherwise acted with a lack of good faith towards us, then we reserve the right, at our sole discretion, to deny, withhold or withdrawal from that user the bonus or promotion and if necessary to cancel any terms & conditions with respect to that user, either temporarily or permanently, or terminate that user's access to the service and/or block that user's account.

Any eligibility for a bonus will grant the bonus to be credited only once per account, person, household and/or any environment where computers are shared.

### Risk Free Promotional Services Conditions:

Currently TradeFxAsia offers this special promotion in 2 different groups depending on the deposited amounts and the amount of protected ( risk free) trades allotted to the client.

For the client to receive 100 risk free trades: , the client has to stand all of the below mentioned conditions, failure to meet these conditions renders this promotion void.

#### **Minimum, but not limited to, the deposit of \$ 3000.**

The client is now permitted to leverage his account up to 10 times and minimum 5 times from his equity, at any given time.

The client is now permitted to risk up to the 5% from his totaled equity at any given trade.

The client is required to fulfill all 100 allotted risk free trades.

At the conclusion of all the allotted risk free trades the company will fully the trades that resulted in a loss for the client.

For every protected trade the company will charge a protected fee which equals the initials of the spreads of the instruments traded.

For the client to receive 300 risk free trades: , the client has to stand all of the below mentioned conditions, failure to meet these conditions renders this promotion void

#### **Minimum but not limited to the deposit of \$ 10,000.**

The client is now permitted to leverage his account up to 10 times and minimum 5 times from his equity , at any given time

The client is now permitted to risk up to 5% from his totaled equity at any given trade

The client is required to fulfill all 300 allotted risk free trades.

At the conclusion of all the allotted risk free trades the company will fully the trades that resulted in a loss for the client.

For every protected trade the company will charge a protected fee which equals the initials of the spreads of the instruments traded

## **Deposit Requirements**

All initial and subsequent deposits for margin purposes shall be made in such amounts and in such forms as TradeFxAsia , in its sole discretion, may from time to time require. Customer agrees to deposit by immediate wire transfer such additional margin to the settlement account of TradeFxAsia when and as required by TradeFxAsia.

## **Compliance, KYC Documentation ( Know Your Customers)**

In an effort to create a safe and secure trading environment, TradeFxAsia adheres to compliance of strict anti-fraud and money laundering policies. As part of the compliance process, every live money client must submit the following documentation to TradeFxAsia, for identification verification purposes:

The identification document must contain a clear photo [1], the applicant's full name [2] and an identification number [3]. An acceptable form of identification can be one of the following documents:

- ❖ Copy of a Valid Unexpired Driving License
- ❖ Copy of a Valid Unexpired Passport
- ❖ Copy of a Valid Unexpired National Identity Card

## **Proof Of Address – copy of utility bill, with complete name and address\*\***

The Proof of residence document must contain the applicant's full name and a full residential address [1] .The document must be Current and valid and issued in the recent 3 months. An acceptable form of Proof of residence can be one of the following documents:

- ❖ Copy of a Recent Statement from a Recognized Bank
- ❖ Copy of a Recent Utility Bill such as a gas bill, electricity bill, telephone bill etc.
- ❖ Copy of a Government-issued Document with Residential Address

## **Proof Of Payment**

For transactions made by Wire Transfer – Copy of swift confirmation

For transaction made by credit or debit cards – Copy of front and back sides of card In the front of the card you should have:

- ❖ The Last 4 Digits
- ❖ The Client's Name
- ❖ The Expiration Date

\* Copies must be clear and provide full ID (make sure no corners are cut off)

\*\* Utility bill must be no older than 6 months

Send the documents listed above to [Info@TradeFxAsia.com](mailto:Info@TradeFxAsia.com)

Compliance policies are extremely important to the integrity and security of our TradeFxAsia and our clients. We therefore recommend that you send your documents upon completing your initial deposit. This will also allow you to freely withdraw funds from your account at any time and without delay.

TradeFxAsia is proud to offer its trader a secure and safe trading environment. If you need further assistance, please contact us at [info@TradeFxAsia.com](mailto:info@TradeFxAsia.com)

Withdrawal requests will only be processed after all proper documentation has been received by TradeFxAsia. It is recommended that these forms are sent immediately upon registration, in order to expedite future withdrawal requests, as well as to ensure a secure and legitimate trading environment.

Please note that TradeFxAsia might require additional forms and documentation that may be needed to complete the application process.

## **Funds Transfer / Withdrawal**

### **Notice of Withdrawal**

When customer's transfer funds from their accounts with TradeFxAsia to their bank account, customer must complete notice of withdrawal specifying the amount which the customer wishes to withdrawal and bank details for delivery of such funds. Although it is permitted to withdrawal any amount from the account, margin requirements for open position must be met to maintain the account active.

### **Transfer Fees**

Customer acknowledges and agrees that TradeFxAsia charging a commission for each bank transfer to cover the transfer costs.

### **Third Party Transfers**

Any kind of transfers to any third parties is prohibited, except when transfer made to the account from which TradeFxAsia received the initial deposit. Other transfers shall be in the name of the holder of the account.

## **Password Protection**

During the Registration process customer will be provided a user name and password that will be used by customer every time customer access the Web site and/or the Trading Platform to use the service. For protection and that of other Web site users, customer should not share his Registration information (including password and username) with another person or business entity for any purpose including, but not limited to, facilitating access and unauthorized use of the Service. Customer alone is responsible for all acts or omissions that occur within the Web site and/or Trading Platform through the use of his Registration information.

## **Charges**

TradeFxAsia may charge for incidental banking-related fees such as wire charges for deposits/withdrawals. TradeFxAsia reserves the right to change its fee structure at any time without notice. Fees do not currently but may in the future include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or other regulatory organization arising out of TradeFxAsia provision of services hereunder.

## **Confirmations & Statements**

### **Confirmation**

Reports of the confirmation of orders and statement of accounts for the customer shall be deemed correct and shall be conclusive and binding upon the customer if not objected to immediately upon receipt and confirmed in writing within one working day after transmittal to the customer by mail, such a confirmation shall be evidence of a completed transaction. Customer failure to receive a trade confirmation for any reason, including failure of transmission or communication facilities, shall

not relieve the customer of the obligation to object as set out herein, and the records of TradeFxAsia relating to this transaction shall be conclusive evidence of the terms of this transaction. All transaction made online through the Trading Platform shall be confirmed online upon execution while all transactions made by telephone shall be confirmed verbally on execution, as well as online on the trade terminal screen and by e-mail statements by 24:00 CET on the date of execution.

## **Statement**

Daily statement shall be posted online and may be transmitted to the customer by e-mail to the address specified by the customer during TradeFxAsia Trading Platform installation or to such address as customer may from time to time designate in a written or electronic communication to TradeFxAsia. Customer is responsible for alerting TradeFxAsia to any change in its e-mail address. reports of the confirmation of orders and statement of account for customer posted online by TradeFxAsia shall be deemed correct and shall be conclusive and binding upon the customer within 3 (three) working days after their transmittal to the customer by e-mail or by post. Objections of the customer to any of the information contained in the confirmation, account statement or other information relating to the customer's accounts shall be made in writing or in the electronic format and shall contain sufficient information for identifying the problem or error.

## **Claims and Corrections**

Trades executed online will be confirmed online at the time of the trade and trades entered into by telephone will be confirmed verbally and online on the day of execution. Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer orders confirmed via the TradeFxAsia Online Trading Platform. Customer may object to confirmations and statements by telephone within the time frames identified above, but any such objection must be confirmed by e-mail to TradeFxAsia or in writing within three (3) Business Days thereafter to TradeFxAsia, which confirmation shall be deemed received only if actually delivered. Failure to object shall be deemed ratification by Customer of all actions taken by TradeFxAsia or TradeFxAsia's agents prior to Customer's receipt of such reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein. Customer agrees to immediately call to TradeFxAsia's attention any oral information that Customer has reason to believe is inconsistent with Customer's own information. Customer understands, acknowledges and agrees that errors, whether resulting in a profit or loss to Customer, shall be corrected, and Customer's Account will be credited or debited in such manner and extent as to place Customer's Account in the same position in which it would have been had the error not occurred.

## **Correspondence**

Reports, statements, notices and any other communications from TradeFxAsia may be transmitted to Customer by:

- ❖ placement on TradeFxAsia's Website; or
- ❖ email or other delivery service to Customer's current address as reflected on TradeFxAsia's records.

Customer shall notify TradeFxAsia immediately of any change in Customer's address by e-mail or by mail or other delivery service to TradeFxAsia . All communications sent by TradeFxAsia shall be deemed effective when deposited by TradeFxAsia in the mail or with another delivery service, or when received by a transmitting agent (such as an Internet service provider) for transmission to Customer, whether actually received by Customer or not. All communications sent by Customer shall not be deemed effective until accepted by TradeFxAsia. Notice and any other correspondence from the customer may be sent to TradeFxAsia by post or other delivery service to the following address: To the e-mail addresses published on the TradeFxAsia Website at [www.TradeFxAsia.com](http://www.TradeFxAsia.com)

## **Force Majeure**

Customer agree that TradeFxAsia will not be liable in any way to customer or to any other person for any claims, losses, damage, cost, and expenses, including attorneys fees in the event of force majeure, or for the act of any Government or legal authority, or for the failure of or damage or destruction to its computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software, whether belonging to TradeFxAsia , or to customer, or to any other settlement or clearing system.

The parties shall be released of all responsibilities for partial, full or non-fulfillment, as well as for improper fulfillment of the obligations under this Agreement, if such non-fulfillment or improper fulfillment was a result of extraordinary events, which occurred after this Agreement was concluded and which the party could not either foresee or prevent (natural calamities, wars, armed conflicts etc.).

## **No Advice Or Recommendation**

Customer acknowledges that any market recommendation and information communicated to customer by TradeFxAsia do not constitute an offer to sell or the solicitation of an offer to buy any Forex Currency Contract, such recommendation and information, although based upon information obtained from sources believed by TradeFxAsia to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified, and TradeFxAsia 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 customer.

## **No Guarantees**

Customer acknowledges that he has no separate agreement with Customer's broker or any TradeFxAsia employee or agent regarding the trading in Customer's Forex Account, including any agreement to guarantee profits in Customer's account. Customer understands that Customer is under an obligation to notify TradeFxAsia's Compliance Officer immediately in writing as to any agreement of this type. Further, Customer understands that any representations made by anyone concerning Customer's account which differ from any statements Customer receives from TradeFxAsia must be brought to the attention of TradeFxAsia's Compliance Officer immediately in writing. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing TradeFxAsia's limited trading authorization, and any disputed transactions must be brought to the attention of the TradeFxAsia's Compliance Officer pursuant to the notice requirements of this Customer Agreement. Customer agrees to indemnify and hold TradeFxAsia harmless from all damages or liability resulting from Customer's failure to immediately notify TradeFxAsia's Compliance Officer of any of the occurrences referred to herein. All notices required under this section shall be sent to TradeFxAsia at its address appearing on confirmations and account statements.

## **Intellectual Property & Confidentiality**

All content, trademarks, trading platform, services marks, trade names, logos and icons are the property of TradeFxAsia or its affiliates or agents and are protected by copyright laws and international treaties and provisions.

Customer agrees not to delete any copyright notices or other indications of protected intellectual property rights from materials that customer print or download from the Web site. Customer will not obtain any intellectual property rights in or any right or license to use such materials or the Web site or the Trading Platform, other than as set out in this Agreement.



Customer use of the trade marks, or any other content of the Web site without the written permission of TradeFxAsia or such third party that may own the trademarks as well as copying, modifying, de-compile, reverse engineer or convert the trading platform or the manner in which it operates, is strictly prohibited.

## **Privacy Policy**

TradeFxAsia is committed to protecting the confidentiality of any customer's information, which it may acquire during the course of providing its services. It is the TradeFxAsia's policy not to disclose customer's information to non-affiliated third parties except its employees, agents, partners and associates to the extent required for the conduct of business, including but not limited to its banking and credit relationship.

TradeFxAsia may only disclose information on the customer or the customer's transaction with the consent of the customer or when required by law by a legally valid request or response to court orders.

## **Joint & Trust Accounts**

Customer agrees to indemnify and hold TradeFxAsia, its affiliates, employees, agent, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorneys' fees, incurred by TradeFxAsia. Arising out of customer's failure to fully and timely perform customer's agreements herein or should any of the representation and warranties fail to be true and correct. Customer also agrees to pay promptly to TradeFxAsia all damages, costs, and expenses, including attorneys' fees, incurred by TradeFxAsia in the enforcement of any of the provisions of this agreement and any other agreement between TradeFxAsia and customer.

## **Amendments**

TradeFxAsia may amend or revise this Agreement at any time by posting the amended terms on the Site and the customer agrees to be bound by future revisions. The Company will advise current registered users by e-mail of material changes to the terms and conditions of this Web site from time to time. Whenever such changes to the terms and conditions of this Web site are made, the Company will post a note on the Web site or by sending an e-mail message to the customer. All amended terms shall be automatically effective 10 days after their initial posting on the Web site, or upon sending a notification to the customer by e-mail, or at the first time that customer uses TradeFxAsia services after such amendments were made, whichever is sooner.

## **Termination**

This Agreement shall continue in effect until termination by Customer or by TradeFxAsia. Customer may terminate this Agreement if:

TradeFxAsia reserves the right to terminate this Agreement and your account and registration (including your username and password) immediately without notice in the following cases:

If this Agreement is terminated for any reason due to suspected misconduct by the user, TradeFxAsia reserves the right to withhold any funds in the account until the matter is resolved. Any decision made by TradeFxAsia regarding the matter will be final.

You may terminate this Agreement and your account and registration (including your username and password) at any time by sending an email to [info@TradeFxAsia.com](mailto:info@TradeFxAsia.com). Such termination takes effect upon the Company terminating your account and registration (including username and password), which shall occur within 7 calendar days after receipt of your email on our servers, provided that you shall remain responsible for any activity on your account between sending us an email and the termination of your account by us.

Customer has no open Foreign Currency positions and no liabilities held by or owed to TradeFxAsia and Customer has provided three (3) days' written notice to TradeFxAsia by e-mail or by mail or other delivery service to TradeFxAsia and TradeFxAsia has accepted the notice as provided in Section 18.a hereof.

If for any reason we decide to discontinue to provide the Service;

If we believe that you have breached any of the terms of this Agreement;

If your use of the Service has been in any way improper or breaches the spirit of this Agreement; or

For any other reason we see fit.

## **Entire Agreement**

No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both Customer and an authorized officer of TradeFxAsia. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by TradeFxAsia or its agents to assert its right under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

## **Binding Effect**

This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with TradeFxAsia irrespective of any change or changes at any time in the personnel of TradeFxAsia or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of TradeFxAsia and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon customer and /or the estate, executor, trustees, administrators, legal representative, successors, and assign of customer. Customer agrees that the rights and obligation of customer in respect thereto shall be governed by the terms of this agreement.

## **Governing Law, Arbitration & Court Jurisdiction**

This Agreement shall be governed by the laws of the Marshall , without regard to conflicts of law principles thereof. This is the case regardless of whether customer resides or transacts business with TradeFxAsia anywhere else in the world.

Arbitrage trading / scalping trading methods are not accepted in any type or form and will be considered as an illegal transaction.

## **Entry Into Force**

This Agreement shall not be deemed to be accepted by TradeFxAsia or become a binding contract between Customer and TradeFxAsia until the signed Customer Account Application has been received and approved by TradeFxAsia , a notice whereof shall be given to the customer.

## **Agreement Acceptance By The Customer**

I agree with all the regulations (articles, sections) of the TradeFxAsia public documents throughout the entire period of time that I use TradeFxAsia services. I will immediately cease using the TradeFxAsia services in case of disagreement.

The client exposure can be more than 50 lots on one instrument only if there will be a signed contract between the company and the client.

## **Cardholders' Responsibilities Regarding Laes In Their Jurisdiction**

Please be aware that laws regarding financial contracts may vary throughout the world, and it is your entire responsibility to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency to the use of this website.

## **Accountability for Each Financial Transaction**

By using our Service, you agree to be fully, independently and personally liable for each transaction and/or credit card transaction made on our System through your account.

As such, you must make sure that you are the only person with access to your account at all times.

You must make sure that no minors have access to your account. If you do not settle a transaction performed through your account you shall be liable to us and must indemnify us in the amount necessary to cover the entire cost, whether indirect or direct, of the transaction.

In the unlikely event that a contract is entered to acquire or sell currency at a price that does not reflect the market price (such as an event where a technical error such as a bug or defect has caused a malfunction that has affected the price of the transaction), we reserve our right to terminate and cancel any such transaction.

We will notify you of our decision to cancel the transaction and explain our reasons to you. On the other hand, you are required to inform us of any such malfunction should you experience such a malfunction whilst trading on our system.

## **Deposit & Withdrawal Policy:**

TradeFxAsia currently accepts deposits as low as \$200. You have the option of selecting a deposit method from the deposit page. Clients can currently make a deposit by credit and debit cards, as well as Wire Transfers and e-wallets.

Each trading account has a currency denomination. During registration, clients must decide if they would like to have their accounts in USD, EUR, or GBP. Once the account has been opened, the currency denomination cannot be changed.

TradeFxAsia clients may request a withdrawal of funds at any time and for any reason. If you would like to make a withdrawal, please fill out a withdrawal request form. In order to ensure the successful processing of your withdrawal request, make sure that the form is complete and signed. You will receive a confirmation email once your request has been received.

Withdrawals can only be processed in the same currency used at the time of the client's deposit. You must have sufficient funds in your TradeFxAsia trading account in order for your withdrawal request to be successfully processed.

The funds will be withdrawn from the client's TradeFxAsia trading account, and transferred back to source of payment used by the client to make the initial deposit. When the withdrawal amount exceeds the amount of deposits made by the client, any amount beyond the deposit amount will be transferred to the client's personal bank account by wire transfer.

TradeFxAsia is proud to offer clients a fast withdrawal process. Clients receive withdrawn funds within business days from time the withdrawal request is approved. The minimum amount to withdraw is \$100.

## **Refund And Cancellation Policy:**

The company covers its trades automatically, based on a mathematical calculation of exposure.

The company is entitled to cancel any trade, made outside of the automatic calculation for any reason it decides, no matter the or type of position.

Arbitrage trading / scalping trading methods are not accepted in any type or form and will be considered as an illegal transaction.

## **Refund example:**

The client is entitled for a full refund on his unused funds, in case the client lost his funds, there is no refunds for these funds and the company will not be held responsible. In order to receive the refund the client needs to present with a full KYC documents. After having those documents we will process the request and the company will refund the funds to the same deposit method given by the client at first within 7 days excluding transfer fees.

## Deposits and Withdrawals

TradeFxAsia reserves the right to impose deposit limits and deposit fees in its system.

When a withdrawal is performed, TradeFxAsia reserves the rights to refund traders via one of the payment methods they used when initially funded their trading account.

TradeFxAsia reserves the right to impose withdrawal limits and withdrawal fees in its system.

Withdrawals are paid through the original payment method that You used to deposit the money, subject to Our service providers' rules and regulations. If We are unable to send the funds or any partial amount thereof back to the original payment method, We reserve the right to request You for an alternative payment method to where You would like Us to send the withdrawal. TradeFxAsia shall not be held responsible for any fees charged by the receiver as it is stated herein.

## Cancellation:

The Client is solely responsible for all transactions in his account, including any transactions for deposit or withdrawal of funds by credit card, and is further responsible for the safeguarding of the password to his account. The Client is solely liable for any damages incurred as a result of an action or omission on the part of the Client which leads to improper and incorrect activity in his account.

Cancellation/withdrawal /refund of orders by the Client - If the Client requests cancellation of any order, the Company can only cancel such Client order if the Company has not acted upon such order.

The Company may levy a charge on transfers of funds to be credited to a Trading Account made by debit card or credit card. The company will charge the card without any delay. The Company will notify the Client of the amount of such charge before accepting instructions to draw payment.

Bonus policy: in order for the client to be able to withdrawal his profit in the case of receiving a bonus, he will need to answer a certain number of lots, The client will not be able to withdrawal his profit until certain amount of lots are done, only in the case the profit is tied with the bonus.

**I hereby accept all the conditions stated in the present Agreement.**

## AML Policy

**ANTI-MONEY LAUNDERING POLICIES** TradeFxAsia does not tolerate money laundering and supports the fight against money launderers.

TradeFxAsia follows the guidelines set by the UK's Joint Money Laundering Steering Group. The UK is a full member of the Financial Action Task Force (FATF), the intergovernmental body whose purpose is to combat money laundering and terrorist financing. TradeFxAsia follows the guidelines set by the UK's Joint Money Laundering Steering Group. The UK is a full member of the Financial Action Task Force (FATF), the intergovernmental body whose purpose is to combat money laundering and terrorist financing. TradeFxAsia follows the guidelines set by the UK's Joint Money Laundering Steering Group. The UK is a full member of the Financial Action Task Force (FATF), the intergovernmental body whose purpose is to combat money laundering and terrorist financing. TradeFxAsia now has policies in place to deter people from laundering money. These policies include:

- ensuring clients have valid proof of identification
- maintaining records of identification information

determining that clients are not known or suspected terrorists by checking their names against lists of known or suspected terrorists  
informing clients that the information they provide may be used to verify their identity  
closely following clients' money transactions  
Not accepting cash, money orders, third party transactions, exchange houses transfers or Western Union transfers.