



# Client Agreement

**FX Tradium LLC**

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**A Trading Platform To The Global Market**

Belarusian company reg. 193599342

## Table of Contents

<b>Introduction</b>	3
<b>Notice of Risk Disclosure and Warning</b>	3
<b>Authorization to trade</b>	3
<b>Margin and deposit requirements</b>	4
<b>Pricing, Scalping, Orders and Gapping Markets</b>	4
<b>Commissions and Fees</b>	5
<b>Identity Verification</b>	5
<b>Notices</b>	6
<b>Disclosure of Financial Information</b>	6
<b>Illegal activity or suspicious activity by client</b>	6

Forex trading has a high degree of risk and may not be appropriate for all traders. Trading and investing in these products, especially those using Leverage, is speculative and carries a significant degree of risk to your financial assets. You should ensure that you understand all of the risks associated with a Transaction before proceeding. You should also obtain independent counsel before proceeding. Accordingly, the Company is not obligated to determine the acceptability of these items in light of your specific circumstances. To be clear, trading in leveraged products such as foreign exchange and contract for difference (CFD) is high-risk, and losses may much surpass the amount of money invested, including any cash, kept on deposit as margin.

## 1. Introduction

**1.1** This Client Agreement is made between FXTradium (hereinafter referred to as "the Company" or "FXT") and the Client who has completed the online registration form.

**1.2** FXTradium is a Belarusian company with Company Registration Number **193599342**. Its registered office is located in Minsk, Belarus.

**1.3** This Client Agreement, the Terms of Business, the Risk Disclosure, the Complaints Management Policy, the Policy Statement, the Regulations for Non-Trading Operations, the Anti-Money Laundering Information, the Agreement for Market Data Display Services, the Nasdaq Subscriber Agreement, and the Cookie Policy (collectively, the "Operative Agreement" or "Agreements"), as well as any other document located in the "**193599342**" section of the Website (collectively, The Operative Agreements, as updated from time to time, establish the conditions on which the Company will engage with the Client regarding Instruments. The Client agrees and consents to the above agreements and rules by entering into this Agreement.

**1.4** The Operative Agreements regulate the Client's trading and non-trading activities with the Company and should be carefully reviewed by the Client. The detail, among other things, the information that the Company is obligated to communicate to the Client under relevant rules.

## 2. Notice of Risk Disclosure and Warning

**2.1** Trading and investing in these products, especially those using Leverage, is speculative and carries a significant degree of risk to your financial assets.

**2.2** You should ensure that you understand all of the risks associated with a Transaction before proceeding.

**2.3** You should also obtain independent counsel before proceeding. Accordingly, the Company is not obligated to determine the acceptability of these items in light of your specific circumstances. To be clear, trading in leveraged products such as foreign exchange and contract for difference (CFD) is high-risk, and losses may much surpass the amount of money invested, including any cash, kept on deposit as margin.

**2.4** The company offers an execution-only service and does not give investment advice, nor does it make any representations on the likelihood of profit or the absence of loss in the future.

## 3. Authorization to trade

In line with Client's oral, written, or electronic instructions, FXTradium is hereby allowed to buy and sell OTC Contracts on behalf of Client's account(s). Customers must provide FXTradium written instructions to the contrary before FXTradium is entitled to carry out any orders with any third parties, including itself, that it considers suitable.

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#### **4. Margin and deposit requirements**

The client shall deposit with FXTradium collateral or margin in such quantities that FXTradium, in its sole discretion, may request Margin requirements that will vary depending on the electronic trading system and items traded. FXTradium may adjust margin requirements at any moment. The client undertakes to deposit by rapid wire transfer such extra margin as and as necessary by FXTradium and will immediately fulfill any margin calls by such ways as FXTradium in its sole discretion deems. FXTradium may at any time proceed to liquidate the Client's account and any omission by FXTradium to exercise its rights hereunder will not be considered a waiver by FXTradium to enforce its rights subsequently. No prior collateral or margin requirement by FXTradium shall restrict FXTradium No previous collateral or margin requirement by FXTradium shall restrict FXTradium from raising such requirement without prior notice. Margin calls are decisive and binding unless challenged promptly in writing. The client acknowledges that a margin call may occur even in circumstances when account holdings are hedged, because spreads may increase, leading to the remaining margin decline. Should residual margin be inadequate to maintain open positions, the account may face a margin call, shutting out any open holdings in the account.

#### **5. Pricing, Scalping, Orders and Gapping Markets**

A customer acknowledges, accept, and agree that using any scripts, codes, electronic advisors, or other computer programs or manual trading will not be used for the purposes of scalping, arbitrage, or to intentionally exploit or manipulate any errors or inaccuracies at any rate or pricing offered by FXTradium whether they are minor or major in nature and whether they are obvious to the naked eye. Scalping, according to FXTradium, is any trade that is open for less than three minutes. FXTradium retains the right to terminate transactions that it determines, in its sole judgment, were engaged into with the intent to abuse or manipulate pricing in the manner described in this section for its own benefit. Any trading gains obtained by the Client via the entry of transactions for the purposes of scalping, arbitrage, or the purposeful exploitation of mistakes in rates/pricing given by FXTradium are permitted to be reclaimed by FXTradium. Orders with conditions such as stops and/or limits, including market news releases, will not be guaranteed to be executed at precise prices by FXTradium because of gapping markets, greyed-out pricing, and market liquidity. This includes conditional orders such as stops and/or limits. FXTradium shall retroactively cancel such trades and may elect to leave such trades canceled or reopen such trades at the correct market price. The client understands that orders received during times of increased market volatility will be filled at the next best price or the fair market value, whichever is greater if they receive off-market prices for any reason, including but not limited to delays, malfunctions, or manual trading errors. Conditions orders, such as stop losses, will be completed at the next available price after a gapping market, according to the client's understanding. Customers may lose more money than they bargained for if the pricing exceeds the amount stipulated in conditional orders. As a result of these concerns, FXTradium advises customers to use market

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orders rather than conditional orders, as market orders include requotes and provide them the option to accept or reject the new price, as appropriate. FXTradium will not be held liable for any losses, including margin calls, resulting from conditional orders being filled during a gapping market or from orders being filled at specific prices due to greyed-out pricing and/or limits in market liquidity.

## **6. Commissions and Fees**

All costs associated with the CFD transactions undertaken by or through FXTradium, including, but not limited to commissions, markups, markdowns, transaction fees, transfer and cancellation penalties, and inactive account fees, are to be paid by the client without exception. No warning will be given if FXTradium changes its prices. All such fees shall be borne by the Client and deducted from the Client's account at the time they are incurred. There is a possibility that FXTradium may share these commissions or markups and markdowns with other parties in the future. Certain trading platforms charge transaction fees for each trade. A \$50.00 USD inactive account fee will be applied to all funded accounts that are dormant for a period of six (6) months. In the absence of any such fees, FXTradium retains the right to deduct them at any time in the future.

## **7. Identity Verification**

FXTradium requires a signed copy of this Agreement, as well as copies of any unexpired government-issued identity or address verification papers, from the Client. To this end, the Client acknowledges and agrees that FXTradium has the authority to suspend or cancel trading or the depositing/withdrawal of funds pending receipt of valid government-issued identification and/or address verification documentation from the Client. This authority applies regardless of the amount. It retains the right to seek further documents after receipt of this proof of identification so that FXTradium may verify the Client's identity fully. The client acknowledges and agrees that failure to produce such documents authorizes and obligates FXTradium to make a complaint to the appropriate authorities.

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## 8. Notices

All notice obligations set out therein shall be completed by FXTradium by sending such communication to the email address provided by the Client as part of this Agreement, and the Client accepts and recognizes this.

## 9. Disclosure of Financial Information

According to the Client, the financial information disclosed in this document is an accurate reflection of the Client's current financial condition, and the client has carefully considered the portion of the client's assets that are considered risk capital and are therefore available for Contract investment. The client understands that risk capital is the amount of money the Client is ready to risk and which, even if lost, would have no effect on the Client's way of life. Upon changing their financial situation, the client undertakes to notify FXTradium as soon as possible in order to maintain their net worth, liquid assets, and/or risk capital.

## 10. Illegal activity or suspicious activity by client

If an account is involved in illegal or suspicious activities such as arbitrage or any activity that results in a penalty to the liquidity provider, the FXTradium risk management team has the right to close the account and hold the balance, which will not be forfeited, until the penalty has been paid out to the liquidity provider, Furthermore, if any position traded with an expert, script, with a position period of less than 3 minutes, maybe considered an abuse of the system, and FXTradium has the right to cancel the result of the order.

**Full Name:**

**Passport/ID Number:**

**Date & Signature:**

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