



This Agreement is made on _____ by and between:

MAXIM TRADER LIMITED

And

The Subscriber (hereby known as "Subscriber")

Name and National ID. _____

Address _____

Contact Number _____

Email _____

Your subscription to any MAXIM TRADER LTD, products and/or services (hereinafter referred to as the Product") serves as your acknowledgement and representation that you have read and understand these TERMS OF USE and that you agree to be bound by such TERMS OF USE ("Agreement").

You understand and agree to ACCEPT this Agreement is, legally, the same as manually signing this Agreement MAXIM TRADER LTD reserves the right, upon notice to you, to change or terminate this Agreement. You agree that your use of the Product after notice of change to this Agreement, or if you do not close your Subscription with MAXIM TRADER LTD within seven (7) calendar days of such notice, shall mean that you accept the changes. Changes required by law, however, will be effective immediately.

As an independent and self-directed investor, you acknowledge that you, alone, shall be responsible for determining the suitability of your investment choices and investment strategies, and you understand that MAXIM TRADER LTD & Associates make no representation or warranty regarding compliance with local laws in foreign jurisdictions, or regarding the appropriateness of the website's content or compliance with such local laws. You understand that the only means of accessing the Product is through MAXIM TRADER LTD & Associates' website(s). You agree that MAXIM TRADER LTD & Associates shall not be liable for any losses or damages you as a result of the unavailability of the Product website from foreign countries. MAXIM TRADER LTD and its Marketing Agents and their Affiliates (hereinafter referred to as "MAXIM TRADER LTD & Associates") shall assume no responsibility for investment choices or determinations. You shall not hold MAXIM TRADER LTD & Associates liable for investment decisions. MAXIM TRADER LTD & Associates cannot advise you or comment concerning the nature, risk or suitability of any trade, transaction or investment strategy. You also recognize that MAXIM TRADER LTD & Associates do not give legal or tax advice. MAXIM TRADER LTD & Associates are not liable for any damage or loss, which may arise indirectly or directly from use of the Product, except those provided in the Specific Product Warranty Schedules. Additionally, you agree that no fiduciary relationship is formed and no fiduciary duty is owed to either party of this Agreement, by virtue of your Subscription. You represent that you are of the age of majority as defined by the laws of the state of your home of record in order to enter into this agreement and be bound thereby.

The Product is for your personal use only. You shall not distribute copy, reproduce, exchange, modify, sell, or transmit anything from MAXIM TRADER LTD & Associates' websites. All materials on MAXIM TRADER LTD & Associates' websites, including but not limited to audio, images, software, text, and video clips, are protected by copyright laws, international conventions, and other trademark laws. You shall not use the materials, except as specified herein. You agree to follow the instructions on MAXIM TRADER LTD & Associates' websites, limiting the use of the materials. Any unauthorized use of the materials on MAXIM TRADER LTD & Associates' websites may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

MAXIM TRADER LTD & Associates reserve the right to refuse any subscription at their sole discretion. You agree to pay the applicable charges and taxes that may apply at the time services are rendered to your subscription. MAXIM TRADER LTD & Associates further reserve the right to change the charges any time by posting a modified schedule of Pricing and Rates on the MAXIM TRADER LTD & Associates' respective website(s). This Agreement will be effective only upon our approval of your subscription. MAXIM TRADER LTD & Associates reserve the right to report to consumer and securities credit reporting agencies any debit balance or negative credit information pertaining to any of the Product subscription.

MAXIM TRADER LTD & Associates further reserve the right to reject any Product subscription for any reason.

As a Service Subscriber, you agree to be contacted or solicited by MAXIM TRADER LTD & Associates, and/or their agents regarding offers. MAXIM TRADER LTD & Associates may terminate any or all services and/or Products rendered under this Agreement at any time and for any reason.

You agree to reimburse MAXIM TRADER LTD & Associates for any collection costs relating to any unsecured debit balance in your subscription, including attorney's fees, court costs, arbitration expenses, and interest.

In cases of fraud or theft by you, acting alone or in concert with others, including situations in which you have allowed third parties to use your subscription of the Product in any such manner, MAXIM TRADER LTD & Associates shall assess against you, in addition to all other fees, damages and penalties to which it may be entitled, a US\$500 fee per forged, faked, fictitious, stolen or otherwise unauthorized item or transfer. This fee shall constitute liquidated damages to compensate MAXIM TRADER LTD & Associates for the time and effort of MAXIM TRADER LTD & Associates' employees in rectifying said conduct.

You agree that MAXIM TRADER LTD & Associates will not be liable to you or to third parties for losses incurred directly or indirectly by causes reasonably beyond its control, including but not limited to, government restrictions, natural disasters, severe weather conditions, wars, strikes, terrorist attacks, exchange or market rulings, interruptions of data processing services or communications, disruptions in orderly trading on any market or exchange, unauthorized access or operator errors.

Additionally, you understand that the MAXIM TRADER LTD & Associates' websites are the primary means of processing your Product subscription and that, in the event of an interruption of communications systems or other hardware or software malfunction, access to view your subscription could be delayed. In the event of a significant outage, MAXIM TRADER LTD & Associates would not be liable for any losses or damages you might suffer as a result of such delays.

By subscribing the Product and agreeing to these TERMS OF USE, you agree to receive all communications from MAXIM TRADER LTD & Associates via the World Wide Web or e-mail. This will include, but not necessarily be limited to, confirmations of transactions, subscription statements, financial statements, notices of modifications to the Product's TERMS OF USE, and other basic communications. Communications sent to your e-mail address or provided through the web site must be retrieved and read promptly. All communications sent by MAXIM TRADER LTD & Associates by any means will be deemed to have been received by you. You agree to advise MAXIM TRADER LTD & its Associates promptly of any changes to your e-mail and/or mailing address. You agree to advise MAXIM TRADER LTD and/or its Associates promptly of any errors or omissions in any transaction or in the handling of your subscription. Failure to provide prompt notice of any errors will be deemed to constitute acceptance of the accuracy of all information sent to you.

MAXIM TRADER LTD & Associates reserve the right to record telephone calls to monitor the quality of service you receive or for other purposes MAXIM TRADER LTD & Associates deem appropriate for its protection or for the protection of its customers.

PREDISPUTE ARBITRATION CLAUSE DISCLOSURES;

ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD. THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT. SUBJECT TO THE LIMITED EXCEPTIONS DESCRIBED BELOW, YOU AGREE TO SUBMIT TO ARBITRATION ANY DISPUTE BETWEEN YOU AND MAXIM TRADER LTD AND/OR ANY OF ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE CONDUCTED UNDER THE ARBITRATION RULES OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY. ARBITRATION MAY BE INITIATED BY EITHER OF US SERVING WRITTEN NOTICE ON THE OTHER. THE ARBITRATORS' RULING WILL BE FINAL AND JUDGMENT ON IT MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

MAXIM TRADER LTD & ASSOCIATES RESERVE THE RIGHT TO PURSUE LEGAL ACTION AGAINST YOU THROUGH ANY COURTS OF COMPETENCE OR OTHER APPROPRIATE JURISDICTION IN THE EVENT MAXIM TRADER LTD & ASSOCIATES DETERMINE YOU HAVE COMMITTED FRAUD OR OTHER CRIMES AGAINST MAXIM TRADER LTD AND/OR THIRD PARTIES INVOLVING THE FUNDING OF, TRANSACTIONS IN, OR WITHDRAWALS FROM YOUR SUBSCRIPTION(S) WITH MAXIM TRADER LTD AND/OR ITS ASSOCIATES. IN SUCH CASES, YOU SHALL BE DEEMED BY THIS AGREEMENT TO HAVE ACCEPTED,

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; OR (II) THE CLASS IS DECERTIFIED, OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FOR BEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

These TERMS OF USE constitute the entire agreement with respect to your access to and use of MAXIM TRADER LTD & Associates' website(s). If any provision of these TERMS OF USE is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

This Agreement will pass to the benefit of MAXIM TRADER LTD & Associates' successors, assigns and agents. MAXIM TRADER LTD & Associates may assign its rights and duties under this Agreement to any of its successors, subsidiaries or affiliates without giving you notice, or to any other entity on prior written notice to you. In addition, you agree that this Agreement and all terms hereof, will be binding on your heirs, executors, administrators and personal representatives and any assigns permitted by MAXIM TRADER LTD & Associates.

To the extent permitted by law, MAXIM TRADER LTD & Associates shall not be liable for any expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) ("Losses") by or with respect to the Subscription, except to the extent that such Losses are actual Losses proven with reasonable certainty, are not speculative, are proven to have been fairly within the contemplation of the parties as of the date hereof, and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from MAXIM TRADER LTD & Associates' gross negligence or willful misconduct and without limiting the generality of the foregoing, MAXIM TRADER LTD & Associates will not be liable for any indirect, special, incidental or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable).

MAXIM TRADER LTD & Associates shall have no liability for and you agree to reimburse, indemnify and hold MAXIM TRADER LTD & Associates, their affiliates and their partners, directors, officers and employees and any person controlled by or controlling MAXIM TRADER LTD harmless from all expenses (including legal expenses and reasonable attorney's)

(a) You or your agents misrepresentation, act or omission or alleged misrepresentation, act or omission, (b) Maxim Trader Ltd & Associates' following your or your agent's directions or failing to follow your or their unlawful or unreasonable directions, (c) any of your actions or the actions of your previous advisers or Custodian, (d) the failure by any person not controlled by Maxim Trader Ltd & Associates to perform any obligations to you, and (e) your failure to provide accurate information on your Product Subscription Application or to update that information as required.

DISCLAIMER: THE PERFORMANCE EXPERIENCED BY THE USER COMMENTS AND TESTIMONIALS ON THIS PAGE AND/OR OUR WEBSITE IS NOT WHAT YOU SHOULD EXPECT TO EXPERIENCE. COMPANY HAS NOT INVESTIGATED OR SUBSTANTIATED ANY OF THE USER COMMENTS OR CLAIMS. SOME OF THE USERS MAY, IN SOME CASES, BEEN INCENTIVIZED TO SUBMIT THEIR COMMENTS, AND COMPANY HAS NOT VERIFIED THE FIGURES QUOTED IN THEM.

Waiver, Modifications and Amendments

Maxim Trader Ltd & Associates' failure to insist on strict compliance with this Agreement or any other **course** of conduct on our party will not be deemed a waiver of Maxim Trader Ltd & Associates' rights under this Agreement.

Headings The heading of each Section hereof is for descriptive purposes only and shall not be (a) deemed to modify or qualify any of the rights or obligations set forth herein or (b) used to construe or interpret any of the provisions hereunder.

Counterparts This Agreement may be executed in any number of counterparts by you, each of which will constitute an original and all of which, when taken together, will constitute one and the same instrument.

You, as a Maxim Trader Ltd Member Subscription, have read and understand these Terms of Use. Furthermore, your continued use of the Product shall constitute your consent to these Terms of Use.

Should you have questions please [email: support@maximtrader.com](mailto:support@maximtrader.com)

Specific Product Warranty Schedule: MAXIMTRADE EXECUTOR

The following is an explanatory note detailing the subscribed MAXIMTRADE EXECUTOR (hereinafter referred to as the 'System'). Please read the following and evaluate the risk and gain of the program carefully before acknowledging this Subscription Terms and Conditions agreement. This serves as an agreement between the Subscriber and Maxim Trader Ltd & Associates.

1. MAXIMTRADE EXECUTOR

- a) The System is designed to achieve a target performance of profits per year (hereinafter known as 'target profits').
- b) The target profits and balance of the account are payable 10% gradually for every single lot executed by the The System or the account holder himself/herself. Refer Appendix I for Terms and Conditions to meet the requirement.
- c) To qualify for 100% fully withdrawal, an accumulate amount of lots size as stated in the Appendix.
- d) Maximtrade Executor will not execute any transaction if the subscriber account hit the margin call 30% of the package.
- e) Subscriber of Maximtrade Executor system is not allowed to trade full standard lot per trade, as it will affect the system to cope the algorithm calculation. Subscriber can trade any lot size (0.1, 0.2, 0.3, 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9)

Package (USD)	Bonus (USD)	Maxim Trade Monthly Trade	Accumulative Withdrawal	
			10% Withdrawal	100% Withdrawal
1000	500	10 Lots	20 Lots	200 Lots
5000	3000	50 Lots	100 Lots	1000 Lots
10000	10000	100 Lots	200 Lots	2000 Lots

Appendix 1

2). Trade Executions, Fees and Account Viewing

a) Trades are triggered by the System during trading days and depending on market conditions, these trades may be intraday trades, which will be closed within 24 hours or they may be swing trades that may remain open for substantial periods of time.

3). Risk Declaration, Warranty

- a) Maxim Trader Ltd is not liability with profit or losses incurred by MaximTrade Executor.
- b) MaximTrade Executor will commit the total lot trading for subscriber on the purpose of earning the spread and bonuses offered by Maxim Trader Ltd.

4.) Obligations

- a) There is no termination of package signed up or premature termination allowed until all the subscribers fulfill the required lot size stated.

Notwithstanding all the above, Maxim Trader Ltd & Associates reserve the rights to change or alter the above Terms and Conditions as and when needed to suit market conditions. The latest copy will be available at Maxim Trader Ltd & Associates' websites for viewing. Management Maxim Trader Ltd

Customer Name

Witness

Signature

Signature

MAXIM TRADER LIMITED

[Email: support@maximtrader.com](mailto:support@maximtrader.com)