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THE MAXIM CODE OF ETHICS

MAXIIM CAPITAL LIMITED trading under its Registered Mark "Maxim Trader_®" expects and hereby binds all of its "International Members" (herein after referred to as "IM" or "IM's") to uphold the principles of honesty, integrity, trust, professionalism and this herein after written Code of Ethics, most wholeheartedly and diligently in all that they do at Maxim Trader during the course of their Maxim Membership period. This Code of Ethic's (Herein after referred to as "The Code") shall bind all IM's during such period of Membership. A period of Maxim Membership shall begin from the date that the IM invests funds with Maxim Trader (herein after referred to as "MT" or "Maxim Trader" or "The Company") and shall last continuously and consecutively until they withdraw their initial investment (or what may be left of it, following their trading activities) from MT, and place no further investment(s) with MT. All IM's shall therefore observe the following Code.

STRICT COMPLIANCE WITH THIS CODE , OR ;

IMs who fail to observe This Code, The Company cannot stand responsible to support them with any In-house Legal, or other assistance or any kind, plus upon a complaint being filed to the MT Legal Office (LACD) for processing under this Code, and if found guilty of the allegations made, following the administration of Due process (as seen below in This Code), may have their investment returned to them and be expelled as a member in MT with a banned against re-entry to MT as long as MT sees fit.

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Part A – Conduct

1. DEALING WITH THE GENERAL PUBLIC

1(1) Contact & Communications

An IM:(a) will at all times, when contacting anyone either from a telephone list or by other means, respect the privacy and wishes of the person contacted;(b) will never engage in objectionable or abusive conduct, unfair, aggressive or antagonistic conduct when contacting or dealing with any other person in relation to Maxim Trader or opportunity it provides;(c) will offer the opportunities associated with Maxim Trader on its merits without exaggeration, concealment, or misrepresentation;(d) will ensure they maintain their personal presentation in dress, language and documentation to the highest possible standard;(e) Will observe the provisions of the law ,this Code, and good manners regarding times and days when making the call and appointments.

1(2) Presenting Maxim Trader

An IM presenting Maxim Trader, conducting a Training Event or Seminar or IM Meeting will:

(a) not falsely represent to any person any details regarding the financial information and its rewards available under the MT Program;(b) not make any false or misleading representations about the features or futures of Maxim Trader's products, services and programs, including as to their standard, quality, value, characteristics, accessories, used for a particular purpose, merchantability or benefits;(c) not make any false or misleading representations about MT investments or services;(d) not engage in conduct that is liable to mislead or disparage anyone as to the nature,

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process, characteristics, suitability for the purpose or quality of any Maxim Trader products or services;(e) not make any false or misleading representations concerning the need by anyone for our programs or services;(f) make it thoroughly clear to any person to whom the IM discusses the opportunity that financial rewards to IMs are based on an IM's individual performance;(g) Use of official literature as approved by Maxim Trader including forms, scripts and other tools.

1(3) Conducting Business

An IM must not at any time:

(a) Take advantage of another person's disabilities or weaknesses, such as illness, age, infirmity, lack of education or unfamiliarity with language;(b) actively solicit or demand orders for Maxim Trader programs by anything other than an offer to collate any order an IM wishes to make, including by the use of physical force, undue harassment or coercion;(c) refuse to identify themselves when requested to do so. Nor shall the IM take into his/her bank account any funds belonging to his/her Sub Members or Prospect Members, with the intention of re-investing such funds to Maxim Trader. All Prospect IMs or Sub Members shall directly handle through their bank account and transfer their funds direct to Maxim Trader directly, and never via any third person at all, unless that third person is licensed to handle money, such as, Western Union, Money Exchangers, had Licensed Financial planner or any licensed broker etc. Should IM's fail to observe this requirement, thus effectively holding themselves out as an Unlicensed Broker whom is effectively taking in monies through his/her bank account, and are deemed to be re-investing brokers behalf of his Sub-Member to Maxim Trader. As Unlicensed Broker's faces Criminal Charges and if found guilty are sentenced to serve long jail sentences, for what they thought was an innocent act, those whom are in breach this clause, and are arrested for their unlicensed handling or brokering of monies, Maxim Trader SHALL NOT in any way whatsoever be responsible to assist them legally in any other way whatsoever, of any kind. Likewise, IM's found to be in breach of this clause, prior to or after, any possible arrest, as above, they may be subject to Termination of their International Membership status at Maxim Trader, subject to due process that will be fairly afforded them under Clause 9 (1) to (6) below.

1(4) Explaining The Business

(a) When presenting or discussing the Maxim Trader Business and the Benefits which might be available, an IM must generally rely upon the reference on Maxim Trader literature and observe the following regarding the contents of the business: (i) if predictions as to profitability are made, they should reflect what an average person carrying on the Business is estimated to achieve under normal circumstances;(ii) if any estimates of profits are made, the assumptions on which they are based should be clearly stated;(iii) where there is no previous experience on which to base expectations as to profitability which should be stated when making

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the representation.

(b) When presenting or discussing Maxim Trader, an IM must NOT make false representations concerning any risks likely to be associated with carrying on the business of Maxim Trader.

Part B – Obligations

2. GENERAL OBLIGATIONS

2(1) Authorization Limit. Authorization of an IM is limited. Upon any wrongdoing conducted by a IM or any breach of this Code, IM's shall be duty bound to report any wrongdoer or matter pertaining to Maxim Trader and its rules, to the Legal Affairs and Compliance Division (LACD) or any other such designated Company Representative(s). An IM shall not interfere in any decision making process without prior written approval from the Company Representative(s).

2(2) Poaching of IMs. Maxim Trader does not condone the intentional poaching of other competitors' IMs or, IMs from another Line, of Introduction within Maxim Trader.

Reported breaches being formalized and filed with LACD, shall be swiftly dealt with under Clause 9 below, which may lead to the termination of the IM, pending Due Process.

3. USE OF MT PROPERTY AND PRIOR APPROVAL FOR "IM CREATED" MATERIALS

All trademarks, Registered Marks, logos and service marks owned by Maxim Trader and/or its affiliates, all written materials are the copyright of Maxim Trader. The use of trademarks, logos or service marks or the publication of copyright materials may only be undertaken with the written authorization from Maxim Trader and not otherwise. Any "IM created" marketing materials in the form of hand outs, brochures, video, website construction and/or use thereof, blogs, power point presentation, or any other form of IM created display marketing tools, which INCLUDES THE MAXIM TRADER LOGO, OR COMPANY APPROVED MATERIALS, shall first be submitted the Legal Office of MT (LACD) for PRIOR WRITTEN APPROVAL. Upon enquiry made at Legal Watch (The Company's Legal Advice Centre for Maxim Members only), members will be properly guided as to the correct procedure to follow, to obtain approval. IM's found guilty of breaching this clause (following the administration of Due Process, as per Clause 9 below), and in doing so, cause damage the detrimental to MT, shall me metered the most harsh penalty, or possible Termination as an IM.

4. CLAIMS

Maxim Trader publishes detailed data about its programs which is verifiable, accurate

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and complete. An IM must not make claims about any Maxim Trader program or services unless they are sourced from the appropriate official Maxim Trader literature and accurately reflect the information contained in the appropriate literature.

5. OBLIGATIONS OF AN IM

5.1 Promote Ethical Business Practice

An IM shall:

(a) ensure the IMs in his/her Sub-Membership Base are aware of this Code and at all times carry out their Business relationships either within the group or with IMs or the public; lawfully; with courtesy, professionalism and integrity; and in accordance with this Code;(b) ensure they remain well informed regarding laws applicable to the Business, this Code, and duties of an IM, and other essential facts and public policies or regulations which may affect such Business and duties;(c) keep confidential and not unethically use information that may be of detriment to another IM's Business nor pass on negative information about Maxim Trader or other members, in a disparaging way. This clause shall remain applicable for the duration the MT and IM term, plus for a period of TWO CALENDAR YEARS after the term has come to an end by any means, being the fair and reasonable "cooling off" period, often upheld by the Courts.

5(2) Maxim Trader's Obligations

Subject to the IM's complete and wholehearted compliance with the laws of the land, this Code and any Company directives given to him/her by Maxim Trader, Maxim Trader will ensure that:

(a) its company representatives and employees will at all times act in a manner which does not conflict with the best legitimate interests of an IM and carry out duties in accordance with professional courtesy, etiquette and integrity;(b) IMs are kept well informed regarding laws applicable to the Business and duties of IMs and other essential facts and public policies which affect such Business and duties and will comply with all the requirements thereof;(c) full cooperation of its corporate representatives and employees is given to IMs with respect to advising them about matters which affect them;(d) it acts in the IMs' legitimate interest to the best of his/her abilities.

Part C – Applications

6. APPLICATION OF THE CODE OF ETHICS

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Maxim Trader and all IMs will accept this Code entirely and observe its provisions.

6.(1) Compliance

(1)(a)-Maxim Trader and an IM will ensure full compliance with this Code:

(1)(b)- In Maxim Trader's case, this shall include its Directors, Executives, Managers and all corporate employees ;(b) in the IM's case by the IM and their Associates or Sub Members.

6.2 Administration

Maxim Trader will administer its dealings with IMs in a manner that is conducive to compliance of this Code.

7. ETHICAL CONDUCT

IM(s) must NOT:

(a) tout for or on behalf of another Company;(b) divulge confidential information to unauthorized persons or for unauthorized or unethical purposes;(c) discuss financial aspects of other IMs' Businesses or Maxim account;(d) encourage another IM to change Line of Sponsorship or Introduction;(e) engage in Cross Lining or Poaching; encourage or induce any other person to engage in Cross Lining or Poaching;(f) use Maxim Trader's sponsored Functions, Literatures or CDs to support Cross Lining or Poaching.

(b) **THE MOST HENIOUS WRONGDOING OF ALL:** Known as,

Definition:

INSIDER CROSS HEDGE TRADING: Means "When an IM jointly in coordination with another IM who opens an MT4 account, and acting together at the same time, executes a currency pair between them with one selling and the other buying. In short, one loses and automatically the other wins, thus between the two of them, no one loses."

Insider Cross Hedging Trading, is strictly outlawed by The Company and any detection of such may cause the shutdown of an entire Sub-Member Base, until an Investigation can be conducted, thus to the detriment of the innocent. Therefore, should any investigation produces any culprits in breach of this HENIOUS WRONGDOING, may suffer immediate termination of Membership plus possible Criminal charges.

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8. POTENTIAL IM ASSISTANCE

An IM, either with or without an Higher Member assistance, must at all times complete all relevant parts of an Application in the presence of his/her Prospect.

8(1) Explanation To Prospect

An IM or a Sub Member must explain to his/her Prospect, and provide a complete overview of the business so that the Prospect comprehends that they are personally introduced by the Introducing IM.

8(2) Subject To Acceptance

Subject to Maxim Trader's discretion in accepting it as a valid application and making the appointment of that person as an IM shall be at the entire discretion of MT.

9. COMPLAINTS

If an IM, or any Maxim Corporate Member, becomes aware of a breach of this Code or other Maxim Trader Official Policies, and wishes to proceed to lodge a complaint, the complaint should be made it in writing to the Legal Affairs and Compliance Division (LACD) of Maxim Trader, or any other Division of Maxim Trader duly promulgated by Maxim Trader where relevance is seen fit. Such complaint shall directly cite the actual breach of this Code, or other official direction properly prior Promulgated by MT, and all complaints must be made with complete and utter knowledge that the "Complaint" may be furnished to the alleged offending party, by the Company, so they can fairly submit their written "Answer" to the Investigation body, LACD or other related division, as above. This is why, with the help of their Higher Member or leaders, Complainant's are expected to first try to resolve alleged wrongdoings or differences, before filing an official and formal Complaint to MT, via its above mention division(s).

Complaint Processing procedure;

Before complaining, IM's should check the following "Check List" on the Complaint form to ensure that they have first observed the rules themselves, as a form of mitigation, to ensure they would be a Complainant in good standing, given the commonly known doctrine, "Complainant's who come before adjudicators, with unclean hands, should not expect the credence that would normally be afforded them." Upon receipt of a Formal Complaint, either by a type written letter or completion of the Maxim Prescribed Complaint Form at the Members Back office, in the English Language, The Complaint investigation process to be conducted by the LACD, or other division mentioned above, may UNLESS within its discretion, in special circumstances, Maxim Trader (or the Company, as herein under referred to) sees fit not to do so, or unless if the Company's adjudicating body (LACD etc.) elects to first show the complaint to any senior member of maxim management for an official and formal comment, before lodging an official investigation into the

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complaint, the following process shall then pursue;

a) Furnish a copy of the COMPLAINT, to the alleged offender, via his/her last known email given to the Company.

B) The alleged offender's shall be given 14 working days by which to file his/her written ANSWER, to the alleged written COMPLAINT now before the alleged offender. If the alleged offender, changes his email, without informing the Company of his/her new one (as it is very well known through the Maxim Organization and its members, that such commonsense of notifying the company of a new email when changing such, is commonly known, to be expected), or duly receives the complaint but fails to submit his/her formal ANSWER within the required 14 working days, it shall be deemed as if the Alleged Offender did in fact receive the COMPLAINT, but elected to waive his right to be heard in the matter.

c) Upon the Complainant appropriately being duly furnished any ANSWER sent to him/her by email, from MT, ONLY IF THE ALLEGED OFFENDER HAS RAISED NEW OF FRESH MATTERS IN HIS/HER ANSWER THAT WOULD PREJUDICE THE COMPLAINT IF NOT REPLIED TOO, the complainant may if he elects to do so, file a REPLY to the submitted ANSWER, within no longer than seven days, from the date he received the ANSWER from the Company.

d)Upon The ANSWER and REPLY (if any) being received by the Company,or answers to clarifying Questions, as herein mentioned below, the case shall then be closed for the LACD's (or the or appropriate divisions) RESOLUTION of the Complaint. If however, MT finds upon the merit of the pleadings before it, to call upon either party to answer further Clarificatory Questions, said RESOLUTION may be delayed until clarification is formally submitted by the parties (or deemed submitted by their lack of response). Such submission of clarification (or deemed submitted by lack of response) must consist of Written answers and/or comments from either party to be submitted within 10 working days, of their receipt of the Clarificatory Question(s). Given the International operations of MT, A Working Day, shall mean a Working Day in the Country where the LACD is based.

e) The Company SHALL hand down and/or Promulgate its Written Resolution within 30 working days, from the date that the REPLY or DEEMED REPLY or CLARIFIED ANSWERS, are received by MT, whichever the latter.

f) Upon Promulgation of the Company's Resolution in the complaint, following a complete investigation where all parties have been fairly heard, on the merits of

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their pleadings submitted to MT as detailed above, the same shall be the MT's final voice in the matter, and NOT OPEN TO ANY FORM OF REVIEW OR APPEAL by the Company, UNLESS Fresh or New evidence surprisingly arises as very first knowledge to either of the parties and that at the total discretion of MT, with the assistance of its LACD unit, MT is satisfied that the new, fresh and surprised evidence was not concealed or withheld by either the two parties, AND THAT such new evidence will within the sole discretion of MT , under the advisement of its LACD unit, find that unless MT's Resolution will invoke prejudicial consequences to either of the parties, the Company may re-open the matter for review. Upon such re-investigation being conducted pursuant to the above detailed process, observing the above time constraints etc., the Company shall upon its closure of its re-investigation, promulgate to the parties, its REVISED RESOLUTION or Judgment within the same 30 working days mentioned above.

- g) The Company's RESOLUTION OR REVISED RESOLUTION, whichever is appropriate, pursuant to the above related circumstances, SHALL be Final, UNLESS, upon any competent application made to the Court of Competence, within the Republic of Singapore, and stems a reversal of the said Resolution or Revised Resolution.
- f) Both MT and its Contracting Member by their agreed acceptance of this Code of Ethics shall create the law between them. Thus, unless the above Complaints Resolution Process is first exhausted, pursuant to the above process, any application brought before the said Court, regarding alleged breaches of this Code of Ethics or an application to reverse the above said Resolutions made, or any other complaint regarding MT at all, that should have been first filed, under the above clause 9 complaint process, but was not, SHALL NOT be a competent application before the Court, due to the applicants failure to first exhaust prior remedies freely available to him/her. Thus should rightfully stem the Court's Order to Quash or Dismiss with or without Prejudice, to enable Complaints Resolution Process to correctly take its proper course.

10. LEGITIMATE EXPECTATIONS

10. (1) Disclosure.

Upon the IM first signing up online with Maxim Trader and upon his/her acceptance

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of this Code, confirming he/she has a thorough and complete knowledge of it, Maxim Trader shall satisfy legal disclosure requirements by automatically generating a copy of The Code to be delivered at the email that the IM has given. Upon the email not being returned to Maxim Trader, shall be deemed received and disclosed to the IM.

10. (2). Accuracy of Information.

The IM shall be personally responsible as to the trustworthiness and accuracy of all the information he provides to Maxim Trader, throughout the above mentioned "Membership Period" regarding his/her personal details and other information given or requested from him by Maxim Trader. Any result, misfortune or other, that is suffered resulting from, lies, mis-information, false information or deceitful conduct exerted, produced or shared by the IM, shall be at the total expense and cost of the IM.

10(3) Place of Service.

The Email address first provided by the IM at the beginning of the Membership period, shall be deemed to be the Place of Service for all documents, papers, letters or process (all herein after referred to as "Process") from Maxim Trader that is duly delivered to this email address, thus shall be deemed legally served and personally received by the IM. If the email address provided by the IM is a false or wrong email address, any Process sent or served there, whether it is returned or not, shall likewise be deemed duly Served and Personally Received by the IM. Thus any false or wrong information given to Maxim Trader by the IM shall be to the entire detriment of the IM. Should the IM change his email address he shall forthwith notify Maxim Trader by way of editing or updating his Membership Profile with Maxim Trader. Should the IM fail to do so, again all process sent to whatever email that remains in the IM's membership profile, whether the IM still uses it or not, all process sent to that email, shall be deemed served and personally received by the IM.

10(4) Codicil's and Annexes to this Code.

Maxim Trader shall reserve the right to make periodic amendments to this Code, or add to, subtract, annex any Codicil that is related to Policies and Procedures expected by Maxim Trader, so long as such routine amendments shall not damage the IM or reduce his/her income . Maxim Trader intends to observe the rules of the Wednesbury Test to ensure that all amendments imposed by Maxim Trader, shall be fair and reasonable pursuant to the Wednesbury expectation. In the event of Proposed Amendments producing the likelihood of causing a damage or loss of income to the IM, Maxim Trader must first publish its intended Policy Change at the members back office area of its Website, giving 14 clear days' notice to all IM's to submit any WRITTEN objections to the new proposed Policy, via its LEGAL WATCH

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facility, of which each and all written objections shall be heard or considered, with an individual Written Response given to each opposing IM. After all written Objections have been heard or considered and responded, Maxim Trader shall take into account, the “Public Interest Verses the Private Interest” doctrine when delivering and promulgating its final decision to bring in, or not bring in, such new Policies. This Code shall retrospectively be applicable and observed by all IM’s whether the IM’s membership period began before or after the herein affectivity.

11. MEMBER RANKINGS OR TITLES.

Definition:

“Direct Referral” means when Maxim Member “A” is in fact the very first person to approach prospect member “B” about Maxim Trader and closes “B” as a maxim Member, “B” becomes the ‘Direct Referral’ of “A”. As for the placement of Members beneath a referrer, mere placement shall NOT be sufficient to quantify this definition alone and the referee prospect’s formal confirmation as to who first approached and closed him shall be final and deemed as fact.

11(a) All Maxim Members shall hold the title of “International Member” and no other title shall appear on any business card or item or brochure and the like, that also reveals the Maxim logo, unless they graduate to one of the following rankings or titles.

11(b) An International Member who successfully Directly Refers no less than 16 DIRECT REFERRALS to Maxim Trader, shall earn the ranking/title of “Master Member”.

11(c) A Master Member who directly refers a further 16 DIRECT REFERRALS, now totaling at 32 Direct Referrals, shall earn the Ranking/title of “Supreme Member”.

11 (d) As a Supreme Member who directly refers a further 32 DIRECT REFERRALS, now totally at 64 Direct Referrals, shall earn the Ranking/title of “Imperial Member”.

No Member shall “shelf elevate” himself to these above rankings or titles (or any other title or ranking), without first completing and submitting to the LACD or Legal Watch, the Maxim Prescribed form, listing the names, email and phone contacts of his Direct Referrals that he/she directly referred. The LACD (Legal Affairs and Compliance Department) upon investigation and found to be in order, will issue the corresponding “Certificate of Ranked Promotion”, and only then shall the Member change his Business card (or other item as above), and be known under the new elevated ranking or title.

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Maxim members holding and producing name cards with the MT logo affixed thereat, that fail to bear either one of the above titles; the card shall be banned from use with immediate effect. Unless special circumstances exist causing the card holder to obtain written approval from MT, members found using cards, with titles that contradict this Code, shall receive one Warning Notice to desist such wrongful conduct, within 14 days, and should they fail to do so, shall not only face disciplinary conduct, pursuant to due process, as per Clause 9 above, which could lead to their termination, but that their name may within the sole discretion of MT, be published as a KWD ("Known Wrong Doer").

Explanatory : MT preserve uniformity and fairness on what is better for all, and not just one KWD, given the fact that other titles can put MT or the Member in harm's way which can legally be explained for those who care to ask Legal Watch.

12. CORRECT AND WRONG TERMINOLOGY IN MAXIM TRADER.

The following correct terms shall be observed.

"My Up line". WRONG.

"My Higher Member or Higher Member Base (HMB)" CORRECT.

"My down line". WRONG.

"My Sub Member or Sub Member Base (SMB)". CORRECT.

"Broker" or "Maxim Broker". WRONG.

"Member" or "Maxim Member" or "International Member". CORRECT.

"Recruit" or "Recruitment". WRONG.

"Referred Member" or "Invited as a Member". CORRECT.

"Interest Returns ". WRONG.

"Returns generated" or "Performance returns". CORRECT.

"Guaranteed 8% (or less, as applicable)". WRONG.

"Returns can be generated up to 8% (or less, as applicable)". CORRECT.

"My Invitee Member was placed in the tree or the down line". WRONG.

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"My Invitee Member has opened his Maxim Account and is in my Sub-Member Base".
CORRECT.

13. LEADER OR HIGHER MEMBER COSTS FOR HANDLING SUB MEMBER FUNDS.

13(1) First, the correct and proper way for a newly invited member to open their Maxim account, is to transfer their investment to Maxim Trader Direct at the bank account or bank accounts shown in the Maxim Trader Website. New Invitee Members who Trust, Higher Members or third parties with their investment, shall do so at their OWN RISK and MT herein disclaims any and all responsibility from such transactions. Nor shall MT be held responsible to take enforcement steps against the erring Leader/HM, because MT has no lawful duty of care to preserve your investment UPTO the opening of the Maxim account and MT's receipt of your placed investment. Until MT's receives the investment in the Members account, Maxim is not in any way responsible for the monies under "Duty of Care" provisions, prior to MT's receipt of funds.

13(2) Second, with the above now entirely ratified and solidified, as some new Invitee members are located in jurisdictions which have small limit Foreign remittance restrictions, the Invitees are constrained to adopt other measures to get their Maxim account opened.

"So they place their investment with their Higher Member (HM), who invited them, who in turn passes it onto MT".

WRONG ACTION: UNLESS the Higher Member (HM) is a licensed Broker to handle third party Funds "this shall be deemed WRONG, and if found guilty for doing this under Clause 9 above, they will be disciplined, and pending the amounts involved, possibly terminated.

CORRECT ACTION: The HM should advise his Invitee Member to use a Licensed Conduits like Western Union, Money Changers or other Licensed money Conduit's to get the money to the Maxim Bank account.

13(3) Third, in the case of some Leaders or Higher Members(HM), holding substantiate funding in their CP accounts, and elect to utilize those funds to help new incoming invitee members to open their Maxim Account. So the invitee elects to pay his investment to the Leader or HM directly at his own personal risk (fully knowing his agreement of no protection from the company, as per 13(1) above), this is an acceptable practice if done correctly, as it expedites matters and provides efficiency for the new invitee, but the leader/HM SHALL NOT charge excessive handling fees for this service, above 2% higher than the marker rate. For example, the Western Union Rate is 4% and the Leader/HMs fee must not exceed 6% and there should be a

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paper record of the transaction (like an invoice), between the two and signed both the Leader/HM and the New Incoming Invitee Member. If 7% or above was to be charged, the HM/Leader will be risking disciplinary process or possible termination as a Maxim Member as that would be a breach of this Code not to mention the extreme unfairness involved, as 6% is already well above bank rates. The reason why 13(2) creates an unlicensed broker scenario and thus unacceptable, and that 13(3) does not, is because legally 13(3) already has the money to advance, and 13(2) has no money to advance in the first place. 13(3) acts as the lender doing a service and 13(2) wrongfully acts as the Broker, if not licensed to do what he/she does.

DULY PROMULGATED, and effective from 04 July 2014.

Mr. W. Royce Lane.
Chief Legal Counsel,
Resolved - by the power vested in me by;
THE BOARD OF DIRECTORS
Maxim Capital Ltd, T/A Maxim Trader