



ForexMax

Cedar Lodge Spekes Road
Hempstead, Kent. ME7 3RS
England
Telephone +44 1634 364877
info@forexmax.com

Dear Client:

As your trading Manager we are required to assess your suitability. Please complete all section and sign and date this form.

Investment objective:

- Speculation
- Income

Attitude to Risk:

A. The amount of money that you have in savings and other investments amounts to:

- Nothing
- Negligible amounts
- At least 3 months' salary
- At least 6 months' salary
- Over 12 months' salary

B. Please indicate your response to the following statement- "Apart from my investment portfolio, I have enough money to meet major expenses over the next 12 months."

- I agree
- I disagree

C. Not including your residential property, what percentage of your overall assets are you considering investing now?

- Not more than 5%
- Not more than 10%
- Not more than 25%
- Over 25%

D. Please indicate the phrase which best describes your investment objective:

I am prepared to accept a higher than average degree of risk with my investment fund in the hope of achieving above average longer-term returns. I am willing for this investment to be invested more speculatively and understand that the performance of such funds is not guaranteed and may be volatile, particularly over the shorter term.

I regard myself as an adventurous investor. I am prepared to consider all my investment as being speculative and am prepared to accept a high degree of risk, for the potential of achieving above average longer-term returns. I understand the performance of such investments may be extremely volatile and performance is not guaranteed.



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INVESTMENT OBJECTIVE, RISK ACKNOWLEDGEMENT

Client confirms that he/she has satisfied themselves with risks involved in trading the financial markets and understand that OTC products are volatile instruments and in certain circumstances it is possible to lose more than your initial investment. These investments are not always suitable for everyone and you should consult your financial adviser before dealing. Client understands that the Manager will seek above average capital appreciation over time by trading in rapidly changing markets and that performance should be judged on a 12-month or longer- term basis.

DISCLAIMER & RISK WARNING

Client agrees that he/she has read and understood the risk warning set out below. Investors resident outside of the United Kingdom should ensure they do not contravene local financial regulations before using this service and may only proceed once they are satisfied that by doing so will not result in such a contravention. By continuing to access the document it will be taken as confirmation that this is not the case in your local jurisdiction.

Investors should be aware that prices may fall as well as rise and that the income derived can go down as well as up. When buying or selling any investment that fluctuates in price or value you may get back less than you invested. Past performance is not necessarily a guide to future performance. The investments and services referred to in this document may not be suitable for all investors and if in doubt you should seek qualified independent financial advice.

Foreign exchange / CFD or OTC products are volatile instruments and in certain circumstances it is possible to lose more than your initial investment. These are not always suitable for everyone and you should consult your financial adviser before dealing.

Client agrees that they are at least 18 years of age and understand and accept the risks associated with foreign exchange and CFD trading.

ForexMax is authorized and regulated by the FCA Financial Conduct Authority. By signing this LPOA you agree with and understand the above risk warning and agree:

The details provided by me in this document are complete and accurate and I will promptly notify ForexMax Limited in writing if any of the representations contained herein shall materially change or cease to be true and correct.

I confirm that I have read the risk warning in this document and understand the risks associated with foreign exchange trading.

Name:

Date:

Signature:

**Limited Power of Attorney Agreement
(The "LPOA Agreement")**

1. Terms of LPOA Agreement

1.1 We are pleased to enclose this **Limited Power of Attorney Agreement** (referred to as "**LPOA Agreement**") which is part of a wider agreement between you:

Full name _____

(Also, referred to as the "**client**", "**you**", "**your**" and "**yourself**");

AND

Forex Max (referred to as "**Trading Agent**"); registered at Cedar Lodge, Spekes Road, Hempstead, Gillingham, Kent, ME7 3RS, United Kingdom. Registered in England and Wales under registration number: 04970928 and is authorised and regulated by the FCA with reference number: 229906.

AND

INFINOX Capital Limited (referred to as "**Infinox**", "**we**", "**us**", "**our**") Infinox is registered at Birchin court, 20 Birchin Lane, London, EC3V 9DU, United Kingdom. Registered in England and Wales under registration number 6854853, and is authorised and regulated by the FCA with reference number 501057.

This LPOA Agreement and sets out the terms and conditions (referred to as "**Terms**") governing your trading Account (referred to as "**Account**") and all trading carried out in your Account with us.

1.2 Our agreement with you consists of several documents and certain key product information that can be accessed through our Website or our Platform, and specifically comprises:

- i. The terms and conditions of the **Client Agreement** signed by you; and
- ii. The **Risk Warning Notice**
- iii. The **Best Execution Policy**
- iv. The **Conflicts of Interest Policy**
- v. The **Fair Usage Policy**
- vi. The Terms (including the Schedule) of this **LPOA Agreement**; and
- vii. Any client application (referred to as "**Application**") that you submit (whether online through the website, via email or other means) to open an Account.

1.3 If there is any conflict between this Agreement and the Financial Services and Markets Act 2000 (the "**Act**") or Applicable Regulations, the Act and Applicable Regulations will prevail. Nothing in this Agreement will exclude or restrict any duty or liability owed by us to you under the Act or Applicable Regulations under which we are not permitted to exclude or restrict.

1.4 This LPOA Agreement is governed by, and shall be construed in accordance with the laws of England and Wales without giving effect to any conflict of laws doctrine. Each party irrevocably submits to the jurisdiction of the courts located in England, and waives the right to object that such court does not have jurisdiction over a party. Each party waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this LPOA Agreement.

1.5 We assume no greater responsibility or fiduciary duty than that imposed by the Applicable Regulations or the express Terms of the LPOA Agreement.

1.5 **For your own benefit and protection, you should take sufficient time to read the terms of this LPOA Agreement, as well as the additional documents provided to you as part of the wider Agreement and information available on our Website and through our Platform before you decide to apply for the discretionary account management activity on your trading Account by the Trading Agent, to trade Foreign Exchange and CFD trades on your behalf via a Limited Power of Attorney arrangement. This LPOA Agreement contains important information about yours and our rights and obligations in relation to the services provided to you. You should contact us as promptly as possible to ask for further information or if there is anything you do not understand. You should seek advice from a professional legal or financial advisor if you are in any doubt or do not understand anything.**

1.6 It is our intention that:

- i. The LPOA Agreement contains all the terms and conditions that govern our relationship and your activities carried on with us through our Platform; and
- ii. The LPOA Agreement supersedes any prior oral or written representations, arrangements, understandings and/or agreements between you and us which relate to your activities carried on through our Platform; and
- iii. Any acts, omissions or representations (oral or otherwise) made by you or us (including any of our staff and/or client management team who you have dealings with) shall not amend or take priority over the LPOA Agreement; and
- iv. All terms, conditions and warranties implied by statute or common law are excluded to the fullest extent permitted by law. No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of both parties; and
- v. If any terms of this LPOA Agreement contradict the Client Agreements, the terms of this LPOA shall prevail with regards to the subject matter hereof.
- vi. This LPOA may be executed in counterparts, in original or scanned electronic copy, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

2. Client Categorisation

2.1 Retail Client

2.1.1 Under the FCA's Conduct of Business Sourcebook which implements the Markets in Financial Instruments Directive ("**MiFID**"), we are treating you as a Retail Client. We have justified this categorisation by having obtained from you sufficient evidence of your knowledge and experience in the financial markets in particular in relation to Rolling Spot Forex and CFDs, confirming that you have the requisite level of knowledge, experience and expertise to understand the risks involved in the trading of Spot Forex and CFDs financial Instruments, which are high risk complex products due to their leveraged nature.

2.1.2 The UK's financial regulator; the Financial Conduct Authority ("FCA"), allows you to request to be re-categorised under a different client categorisation, and you may request re-categorisation and "opt-up" to become a Professional Client referred to as "Elective Professional Client". You should be aware that by becoming a Professional Client you are reducing your level of regulatory protection afforded to Retail clients. For further information, please consult with Inifox client support by contacting support@inifox.com. Please note Inifox is not obliged to accept any such request to be re-categorised.

3. Services

3.1 Forexmax Ltd (referred to as the "Trading Agent")

3.1.1 Forex Max is the Asset Manager appointed by you as your Trading agent in this LPOA Agreement. The Client hereby appoints and authorises to give power of attorney to the Trading Agent in connection with the Client's Account(s) with full power as Trading Agent of the Client, to do any one or more of the following permitted Investment Management (or Asset Management) services under its authorisation, on the Client's behalf and in the name of the Client:

- a) Buy and sell or otherwise acquire or dispose of Contracts for Difference (CFDs), rolling Spot foreign exchange (FX), commodity contracts and any other investments, on margin or otherwise, for and at the risk of the Client;
- b) To act for the Client and on the Client's behalf in the same manner and with the same force and effect as the Client might or could do with respect to such purchases, sales or trades, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades. This authorisation will be applicable to all funds held on the Client's account for which Inifox and the Trading Agent have been designated.
- c) To request from Inifox the transfer of funds between and among Client Accounts held with the Inifox, with reasonable justification, in accordance with Client Money regulations and subject to the client's original request and as long as the Trading Agent is the approved Trading Agent of all relevant Accounts.

3.1.2 This LPOA does not permit the Trading Agent to any of the following activities:

- a) To deposit funds and assets into the Client's Account(s), to redeem or withdraw funds or assets from the Clients Account(s), to sign or agree to Terms and Conditions on behalf of the Client for services offered by Inifox and/or new or updated Client Agreement in connection with this LPOA.
- b) This LPOA does not authorise the Trading Agent to change the Client's username or password or to add, delete or change the Client's Account information.

3.1.3 The Trading Agent is authorised and regulated by the FCA to provide investment discretionary management services to Clients which involves the regulated activity of dealing in and managing investments. The Trading Agent acts under its own regulatory authorisation in respect of the services it provides to the client and Inifox has no responsibility in relation to those services.

3.1.4 The Trading Agent provides confirmation of having all applicable regulatory licences, government approvals, and permits, including but not limited to FCA authorisation (referred to as "Licenses") as required by Applicable Law and Applicable Regulations. The Trading

Agent ensures all applicable Licenses are kept up to date and Inifox is immediately informed of any subsequent changes including cancellations or termination of such Licenses.

3.2 Inifox Capital Limited (referred to as "Inifox")

3.2.1 Inifox is a Foreign Exchange broker ("Forex broker") providing non-advised (execution only) trading Platform services.

3.2.2 Inifox does not provide investment advice and any information supplied by or on our behalf should not (and will not be deemed to) be taken to constitute advice to you on the suitability, risks and merits or demerits of any specific Trade.

3.2.3 Inifox is authorised to follow the instructions of the Trading Agent in every respect concerning the Client's Account, except that the Trading Agent cannot withdraw funds or influence the process of funds withdrawal from the Client's account, which is carried out by Inifox on the request of the Client.

3.2.4 Inifox is authorised to follow the instructions of the Trading Agent in respect of this LPOA Agreement and concerning the Client's Account(s) with Inifox, and Inifox is authorised, but not required to, conduct further inquiry or seek authorisation from the Client or further clarification from Trading Agent or the Client regarding any instruction from the Trading Agent for the Client's Account(s). Inifox reserves the right, in its sole discretion, to refuse to honour particular instructions from the Trading Agent, or to no longer honour instructions or requests for information from the Trading Agent. The Client and the Trading Agent acknowledge that all information provided by either of them on this form is subject to verification, and the Client and the Trading Agent authorise Inifox to verify all information through any other customary or reasonable means.

3.2.5 Inifox provides confirmation of having all applicable regulatory licences, government approvals, and permits, including but not limited to FCA authorisation (referred to as "Licenses") as required by Applicable Law and Applicable Regulations. Inifox ensures all applicable Licenses are kept up to date and the Trading Agent is immediately informed of any subsequent changes including cancellations or termination of such Licenses.

3.2.6 By legal ownership, the clients to whom the Trading Agent provides Investment Management (or Asset Management) services, are owned by INIFINOX Capital.

3.3 Introducing Broker

3.3.1 You have been introduced by TradeLand Technologies (referred to as "Introducing Broker") which is the registered trade name of Force International CVBA, with registered offices at 2440 Geel (Belgium), Kleinhoefstraat 5/19 and company registration number 0647.631.485.

3.3.2 You have been introduced to Inifox and the Trading Agent by the Introducing Broker, for the establishment of a trading account through Inifox and management of your trading account by the Trading Agent.

3.3.3 The Introducing Broker is compensated with a Trading Fee for services provided to the Client. The Client agrees and authorises Inifox to deduct the Trading Fee from the Client Accounts(s) and make the payment on the client's behalf to the Introducing Broker. For more details of the Trading Fee, please refer to clause 4.2.2 and Schedule 1 of this LPOA Agreement.

4. Fees (fee adjustments) and commissions

- 4.1.1 For details of the fees refer to Schedule 1 of this LPOA Agreement.
- 4.1.2 **Trading Fee;** there is a trading fee for services provided to the Client. This fee reflects all associated research, software and other technology information, including consulting services and trading strategies that may be provided by the Introducing Broker to the client. The Introducing Broker's receipt of such fees for provision of such services may be based upon clients placing certain amounts of assets in their Infinox trading account and the revenues generated by the Trading Agent on behalf of the client. For more details of the Trading Fee, please refer to Schedule 1 of this LPOA Agreement.
- 4.1.3 **Asset Management Fee;** there is an Asset Management Fee charged to the client at the currency equivalent of the Client's Account base currency. The Asset Management Fee reflects the services provided by the Trading Agent under the terms of this Limited Power of Attorney agreement. The Asset Management Fee is agreed between Client and the Trading Agent. The Client agrees and authorises Infinox to deduct the Asset Management Fee from the Client Account(s) and make the payment on the client's behalf to the Trading Agent.
- 4.1.4 The Asset Management Fee is initially incorporated as part of the Trading Fee, however the Asset Management Fee is separated from the Trading fee and paid to the Trading Agent by Infinox on behalf of the Client as a fixed monthly fee for the services provided by the Trading Agent under the terms of this Limited Power of Attorney agreement.
- 4.1.5 For details of the Asset Management Fees, refer to Schedule 1 of this LPOA agreement.
- 4.1.6 **Commission payments;** Where there are Commission payments charged to the Client, this will be specified in Schedule 1 of the LPOA agreement and is payable to Infinox Capital Ltd for the online trading account and execution platform services provided.

5. Client consents to the following

5.1 Risk Warning

- 5.1.1 **Trading leveraged derivative products such as Foreign Exchange (Forex), Contracts for Difference (CFDs) or other financial derivative products carries a high level of risk to your capital. All these products, which are leveraged derivative products, may not be appropriate for all investors. The effect of leverage is that both gains and losses are magnified. The prices of leveraged derivative products may change to your disadvantage very quickly, it is possible for you to lose more than your invested capital and you may be required to make further payments.**

Before deciding to invest in any financial product, you should carefully consider your investment objectives, trading knowledge and experience and affordability. You should only trade in Forex and CFDs if you have sufficient knowledge and experience of the risky nature of the products, the risks involved in trading such products and if you are dealing with money that you can afford to lose. You should seek independent professional financial advice if you are in any doubt or do not understand the risks involved.

5.2 Client's Account

- 5.2.1 The Client confirms any and all transactions in respect of their Account are made by the Trading Agent on their behalf.
- 5.2.2 Even though the Client has granted the trading authority to the Trading Agent, it remains the Client's responsibility to closely scrutinise and monitor account activity.
- 5.2.3 The Client consents to Infinox providing and/or allowing the Trading Agent to access the Client's Account data including the Client's personal or other information held by Infinox (including passwords).
- 5.2.4 The Client further consents to Infinox providing copies to the Trading Agent of all notices, statements, information and correspondence relating to Client's Account(s).
- 5.2.5 The Client has at all times access to view their trading Account managed by the Trading Agent under this LPOA Agreement, using their login details issued by Infinox. The Client is able to generate statements at any time which show the ledger balance, the exact positions in the account, the net profit or loss in all contracts closed for the given period, and the net unrealised profit and loss in all open contracts figured to the market. The Client agrees to review their account statements on a regular basis, and contact Infinox immediately if he/she has any queries. Any discrepancies on account statements must be reported to Infinox as soon as they are identified.
- 5.2.6 It is the Client's responsibility to request from statements on account status and details regarding the overall management of the account.
- 5.2.7 The Client agrees to receive a monthly account statement from Infinox in relation to the trading activity carried out by the Trading Agent on the Client's Account.
- 5.2.8 The Client understands that a commission or additional fee referred to as "**fee adjustments**" will be charged to their Account payable each time a trade is affected as specified in Schedule 1.
- 5.2.9 The Client is aware that Infinox cannot and will not guarantee the performance of the trading carried out on the Client's Account by the Trading Agent on behalf of the Client. Infinox will reject all claims of the Client that the Trading Agent failed to comply with the Client's recommendations. Infinox does not endorse the services provided by the Trading Agent. Infinox is not aligned to any Trading Agent and is the foreign exchange (Forex) and CFD trading platform provider. Infinox does not endorse the operating methods or recommend any Introducing Broker or Trading Agent and is not liable for any potential negative trading performance of the Trading Agent or the trading strategies provided by the Introducing Broker.
- 5.2.10 The client agrees to pay Infinox promptly on demand for any and all losses arising therefrom or debit balance due thereon. The undersigned hereby ratifies and confirms any and all transactions with Infinox hereafter made by the Trading Agent for the Client's Account(s).
- 5.2.11 Infinox abides by the Data Protection Act 1998 and therefore except as otherwise agreed in writing by the client or as required by law, Infinox will keep confidential all personal information provided by the client, including information concerning their financial affairs or investments in accordance to the Data Protection Act 1998. However, Infinox is permitted to provide client's name and contact details (address/email address) to third parties as required to facilitate the provision of any or all services requested by the Client.

6. Indemnifications

6.1 Indemnification of Infixox by the Client

6.1.1 The Client agrees to indemnify and hold Infixox and its affiliates, employees, agents and its and their successors and its and their directors, officers, employees and agents harmless from and against all claims, actions, costs liabilities, including attorney's or legal fees, arising out of or relating to their reliance on this LPOA Agreement, execution of any of the Trading Agent's instructions, Infixox following the instructions of the Trading Agent; the performance or non-performance of the Trading Agent's services; any trade or action of the Trading Agent in Client's Account(s); and any dispute involving Trading Agent and the Client and any other authorised activities and services provided by Infixox as detailed under Clause 3.2 of this LPOA Agreement

6.1.2 The Client will not attempt to hold Infixox liable for any decision or action taken by the Trading Agent. This Indemnification shall remain in full force and effect until the LPOA Agreement is terminated in accordance with the terms of this LPOA Agreement, such termination shall not affect any liability in any way resulting from transactions initiated prior to such termination. Infixox's rights under this paragraph are in addition to any other rights under other agreements with the Client and/or Trading Agent.

6.1.3 The Client understands that the Trading Agent may use an electronic trading system to generate trades, which exposes the Client to risks associated with the use of computers, and data feed systems relied on by Infixox. The Client agrees to accept such risks, which may include, but are not limited to, failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors. The Client accepts that Infixox is not liable for any resulting losses from the aforementioned risks.

6.2 Indemnification of Infixox by Trading Agent

6.2.1 The Trading Agent agrees to indemnify and hold Infixox and its affiliates, employees and its and their successors and its and their directors, officers, employees and agents harmless from and against all claims, actions, costs including attorney's fees, arising out of or relating to any breach by the Trading Agent of any provision of this LPOA Agreement; other Agreements with Infixox and/or with the Client; the performance or non-performance of the Trading Agent's trade on the Client's Account(s); and any dispute involving the Trading Agent and the Client's account. Infixox's rights under this paragraph are in addition to any other rights it has under other agreements with the Client.

6.2.2 Infixox shall not be held responsible or liable for any miscalculation or non-payment of said fees or commissions for any reason whatsoever. This payment authorisation shall remain in effect until terminated in writing by the undersigned.

7. Termination

7.1 Authorisation and indemnity under the LPOA Agreement is continuing and will remain in full force and effect until revoked. The Client and Trading Agent may revoke or terminate the trading authority over the account at any time.

7.2 In the event that Infixox receives written notice of revocation from the Client or Trading Agent, Infixox will notify the other party. The process of revocation can take up to 24 hours from Infixox receiving the request to complete and Infixox is not liable for any resulting loss during this period.

7.3 Infixox may terminate the Trading Agent's trading authorisation over the account at any time for any reason. In the event Infixox terminates the Trading Agent's trading authorisation over the Client's Account, Infixox will provide written notice to both the Client and the Trading Agent.

7.4 If the Client requests a withdrawal and/or transfer from his/her account, and there are insufficient funds available to pay the Trading Agent's fees as a result of such request or other action taken by the Client, the Client hereby agrees and understands that such request may not be processed for the full amount requested and agree that the Client shall remain obligated to make payment to the Trading Agent for any payments due pursuant to the agreement between the Client and the Trading Agent.

7.5 Where this LPOA Agreement has been terminated, the client's relationship with Infixox will continue, unless expressly stated otherwise by either party, and default back to an unmanaged trading account under the original Client Agreement, accepted by the Client upon completing the Infixox application form.

8. Other

8.1 Subject as hereinafter provided, neither party shall without the prior express written consent of the other party assign, novate, transfer, charge, sub-license or deal in any other manner with this LPOA Agreement or any of its rights or obligations hereunder. Notwithstanding the foregoing, Infixox may, without consent assign or transfer all of its rights and/or liabilities under this LPOA Agreement at Infixox's sole discretion.

8.2 Except for changes made in accordance with this LPOA Agreement, no deviation, whether intentional or unintentional shall constitute a modification hereof, nor constitute waiver by either party or any right hereunder.

THIS POWER OF ATTORNEY IS EXECUTED AS A LEGAL CONTRACT AND IS DELIVERED AND TAKES EFFECT ON THE DATE OF THE LAST SIGNATURE BELOW.

Schedule 1: Costs and fees

Trading Fees

Strategy	MTF Spread + MTF fees (Per Million \$ Traded)	Total Costs (Per MT4 lot (€100,000 notional))
NexiSwift	Raw Spread + \$25 per Million	Raw Spread + €19.25
NexiYield	Raw Spread + \$25 per Million	Raw Spread + €19.25
NexiMax	Raw Spread + \$25 per Million	Raw Spread + €19.25
NexiSafe	Raw Spread + \$25 per Million	Raw Spread + €19.25
WhiteRaven	Raw Spread + \$25 per Million	Raw Spread + €25.25
TradeUnity	Raw Spread + \$25 per Million	Raw Spread + €27.25
MicroMaxCash	Raw Spread + \$25 per Million	Raw Spread + €21.25

*Adjustments are increases on the usual trading spreads and/or commissions

Asset Management Fee

The Trading Agent has agreed a monthly fee with the Client for the services provided by the Trading Agent under the terms of this Limited Power of Attorney agreement. The Client has authorised Infxox to deduct this payment from the Client Account(s) to make payment to the Trading Agent. The Trading Agent receives a fixed monthly fee from Infxox for other services provided to Infxox by the Trading Agent.

Acknowledgements

The Client agrees that he/she/they understands and certifies that the Client will have the financial resources to enter into this LPOA Agreement and the knowledge and experience to understand the risks involved. By signing this LPOA Agreement, the Client acknowledges having read, understood and agreed to be bound by all the terms and conditions of this LPOA Agreement and agrees to their Account to be discretionary managed by the Trading Agent under a Limited Power of Attorney arrangement.

1ST CLIENT'S SIGNATURE

I, THE CLIENT, AGREE TO ALL OF THE TERMS SET OUT ABOVE AND EXECUTE AND DELIVER THIS POWER OF ATTORNEY AS A LEGAL CONTRACT.



1ST CLIENT'S NAME

DATE

2ND CLIENT'S SIGNATURE (JOINT ACCOUNT HOLDER)

I, THE CLIENT, AGREE TO ALL OF THE TERMS SET OUT ABOVE AND EXECUTE AND DELIVER THIS POWER OF ATTORNEY AS A LEGAL CONTRACT.



2ND CLIENT'S NAME

DATE

TRADING AGENT'S SIGNATURE

I, LEGAL POWER OF ATTORNEY AND TRADING AGENT, AGREE TO ALL OF THE TERMS SET OUT ABOVE AND EXECUTE AND DELIVER THIS POWER OF ATTORNEY AS A LEGAL CONTRACT.



TRADING AGENT'S NAME

DATE