

Client Agreement for FORFX Prop Trading Platform

Introduction

This Client Agreement (hereinafter referred to as the "Agreement") outlines the terms and conditions that govern the collaborative relationship between Propfirm Capital L.L.C-FZ, operating under the name FORFX (hereinafter referred to as "FORFX," the "Company," or "We"), and the trader (hereinafter referred to as the "Trader" or "You"). This Agreement defines the rules, responsibilities, and expectations for engaging with FORFX's proprietary trading platform.

1. Purpose of this Agreement

The primary purpose of this Agreement is to establish a comprehensive framework for trading the capital provided by FORFX. By participating in our platform, the Trader acknowledges and agrees to abide by the terms and conditions outlined herein.

2. Services Provided

Upon successful qualification, as determined by the evaluation process defined by FORFX, the Company will proceed to create and fund a designated trading account (hereinafter referred to as the "Account") for the Trader. Subsequently, the necessary login credentials will be furnished to the Trader to facilitate access to and management of the Account.

3. Trader Representations

3.1 The Trader hereby represents and affirms that they are an individual of legal age, in sound mental health, and possess legal competence to enter into a binding agreement.

3.2 The Trader acknowledges that their trading decisions are entirely self-driven and are not influenced by investment advice provided by FORFX or any other external entities.

3.3 The Trader confirms that their engagement in trading activities under this Agreement is in full compliance with all relevant laws and regulations. In the event that any legal restrictions arise subsequent to the Agreement's effective date, the Trader acknowledges that termination of this Agreement may occur.

3.4 The Trader acknowledges and agrees that the trading platform and Account are provided by third-party brokers. In cases of trade-related disputes, the Trader is obligated to engage with FORFX, and not the third-party brokers.

3.5 The Trader possesses the full legal authority to enter into this Agreement and assumes responsibility for fulfilling its obligations as outlined herein.

4. The Account

Upon successfully completing the specified qualification process, the Trader is required to submit valid photo identification, address verification documentation, and any other needed details. Upon the completion of this documentation, the Trader will be granted access to their designated Account. Any profits generated through trading activities will be disbursed exclusively to the Trader.

Upon the establishment of the Account, the Trader will receive a comprehensive "Welcome Email" containing essential information, including:

- Account Login Credentials
- Trader Portal Access Details

As part of their responsibilities, the Trader is obliged to continuously monitor the Account for accurate execution of trades and to prevent any unauthorized use. Safeguarding the confidentiality of Account credentials is of paramount importance. In the event of unauthorized access, the Trader is required to promptly inform FORFX and request a reissue of credentials.

Adherence to the Risk Management and Program Rules is a prerequisite for maintaining the Account's operational status. Any breach of these rules will result in the immediate termination of the Trader's account.

5. Profit Splits & Withdrawals

In their role as an authorized trader for FORFX, the Trader is entitled to a percentage of the profits generated within the Account, as specifically delineated in the "Welcome Email." Withdrawal requests for profits are subject to processing and documentation requirements, including:

- Valid Government-Issued Photo ID
- Recent Address Verification Document
- Payment Details

Upon processing a withdrawal request, FORFX will also deduct its share of trading profits from the Account balance.

6. Transmission of Orders

FORFX accepts no responsibility for delays in the transmission of trading orders arising from disruptions, failures, or malfunctions of communication facilities. Claims, losses, damages, and associated costs arising from such disruptions are excluded, except in cases of gross negligence.

7. Position & Trading Limits

FORFX retains the right to impose limitations on the number of open positions that the Trader may initiate or maintain within the Account. Additionally, FORFX and its designated broker reserve the right to reject any order, as deemed necessary.

8. Trading Hours

All references to FORFX's trading hours are in accordance with the United Kingdom's GMT time zone and employ a 12-hour format. FORFX retains the prerogative to suspend or adjust trading hours with prior notice to traders.

9. Modification of Terms

FORFX reserves the right to modify the terms and conditions stipulated within this Agreement, as well as the risk management and program rules, at its discretion. Such modifications become effective subsequent to notice

provided to the Trader. Continued usage of the Account post-notice constitutes the Trader's acceptance of the modified terms.

10. Independent Contractor

The Trader, in their capacity as a participant in this Agreement, assumes the role of an independent contractor. This Agreement does not establish an employer-employee or agent-principal relationship between the Trader and FORFX.

11. Indemnification

The Trader undertakes to indemnify, defend, and hold harmless FORFX, its officers, directors, employees, affiliates, and agents from any loss, damage, liability, claim, cost, awards, and expenses, including reasonable attorneys' fees, arising from the Trader's illegal actions and/or any breach of the Agreement.

12. Intellectual Property and Confidentiality

All intellectual property rights pertaining to FORFX remain the exclusive property of the Company and its third-party service providers. Traders are required to maintain the confidentiality of proprietary information and are prohibited from disseminating any information derived from or related to FORFX's intellectual property.

13. Interruption of Service

FORFX shall not be held liable for claims, losses, damages, costs, or expenses, including attorneys' fees, resulting from events, actions, or omissions beyond its control, including but not limited to civil unrest, war, natural disasters, governmental actions, and disruptions in communication systems or computer facilities.

14. Limitation of Liability

The liability of FORFX is expressly limited. The Company shall not be held liable for indirect, special, incidental, punitive, or consequential damages, including loss of profits and goodwill, except in cases of gross negligence. Furthermore, FORFX shall not be liable for claims made by third parties against the Trader.

15. Force Majeure

FORFX shall not be held accountable for claims, losses, damages, costs, or expenses arising from events, actions, or omissions beyond its control, including disruptions caused by external forces and circumstances.

16. Miscellaneous

16.1 Entire Agreement: This Agreement constitutes the entirety of the understanding between FORFX and the Trader, superseding all prior agreements, whether oral or written, with regard to the matters addressed herein.

16.2 Notice: Any official communication or notice required or permitted under this Agreement shall be in writing and considered duly delivered if hand-delivered, sent by certified or registered mail with postage prepaid, or emailed to the designated parties.

16.3 Binding Effect: This Agreement is binding upon both parties, as well as their successors, legal representatives, and assigns.

16.4 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be considered an original document.

16.5 Amendment: FORFX reserves the right to amend, modify, or waive any provisions within this Agreement at its discretion.

16.6 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Any legal proceedings related to this Agreement shall take place in the United Kingdom. The prevailing party in any such litigation shall be entitled to recover reasonable attorneys' fees and costs.

16.7 Drafting Interpretation: The parties acknowledge that no party shall be deemed solely responsible for drafting this Agreement. The construction of this Agreement shall not be biased against any party based on their involvement in its drafting.

16.8 Headings: The section titles and headings included within this Agreement are purely for convenience and do not affect its interpretation.

16.9 Pronouns: All pronouns and their variations used within this Agreement shall be interpreted as appropriate to the context and shall not impose gender-specific connotations.

16.10 Severability: Should any provision of this Agreement be deemed invalid, the remainder of the Agreement shall remain in full force and effect.

16.11 Assignment: This Agreement may not be assigned by either party without the written consent of the other party.

17. Right to Withhold Provision of a Funded Account in Case of Abusive Behavior

17.1 FORFX maintains a strict policy against abusive behavior in trading activities. If FORFX identifies an account that exhibits abusive behavior, this determination will be based on the guidelines set forth in our FAQ, the existing Terms and Conditions, or an independent assessment by FORFX.

17.2 In instances where an account is deemed abusive, FORFX reserves the right to withhold the provision of a funded account. This measure is to ensure the integrity and fairness of our trading platform and to protect the interests of all our clients.

18. Discretion in Provision of Funded Account or Plan Upgrade Based on Profit Gains

18.1 FORFX acknowledges the achievement of traders who meet profit targets. However, should a trader achieve the profit target in a timeframe of less than 5 days without a clearly defined trading strategy, and if FORFX deems this profit gain as predominantly influenced by chance rather than strategic trading, we reserve the right to exercise discretion in providing a funded account or upgrading the user's plan.

18.2 This clause aims to encourage responsible trading behavior and strategy formulation among traders. It ensures that the provision of funded accounts and plan upgrades are based on merit and strategic trading skills, aligning with FORFX's commitment to fostering a professional and skill-based trading environment.