



# Ventura Prime FX Limited

## CLIENT AGREEMENT

December 2019

Version - 1.0

VENTURA PRIME FX LIMITED

Kensington Gardens, No. U1317, Lot 7616, Jalan Jumidar Buyong, 87000 Federal Territory of Labuan, Malaysia  
Labuan Financial Service Authority (LFSA) Regulated - Registration Number: LL16224



## CLIENT AGREEMENT

The Client Agreement (the 'Agreement'), including the schedules as amended from time to time, is the document which governs the relationship between you (also referred to as 'Client', 'Customer', 'your' as appropriate) and Ventura Prime FX Limited (hereafter referred to as "Ventura Prime FX", "VPFX", 'us', 'we' and 'our' as appropriate) concerning the services we provide and your activity with us.

### PREFACE

- A. The Client wishes to deal in FOREX (Foreign Exchange) and CFDs Currency, Spot Metals & Futures, CFDs (contract for difference) on Commodities & Energies, CFDs (contract for difference) on Indices, and Shares with Ventura Prime in accordance with the terms of this agreement.
- B. Ventura Prime FX Limited is a Forex service provider registered under Labuan Financial Services Authority (with registration number L16224).

### AGREEMENT

The Client and Ventura Prime FX agree that the Client Agreement, Risk Disclosure Statement and Client Acknowledgement are the one agreement for the purposes of this agreement.

### DEFINITIONS AND INTERPRETATIONS

Unless otherwise stated in this Agreement, the definitions are as follows:

**Authorised Signatory** means a person who has been authorised in writing by the client to transact on the client's account.

**Client** means the person(s) who have executed the client account form and acknowledges to have read, understood and agreed to the terms of this document.

**Discretionary Account** means an account where the client has authorized another person(s) to trade that account on the client's behalf.

**Long Position** means where a person holds an excess of purchase over sales of the relevant commodity, currency or other investment instrument.

**Off-Exchange** means a market for trading Contracts that are not executed through an Exchange.

**Short Position** means where a person holds excess of sales over purchase of a relevant commodity, currency or investment instrument.

**Spot** means the price that is quoted for immediate (spot) settlement (payment and delivery). Spot settlement is normally one or two business days from trade date.



**Underlying Asset or Index** The underlying asset, property or index with reference to which the value of a Contract is determined

### 1. Application of Rules

The Client and Ventura Prime FX agree that the terms of their relationship in respect of Forex, CFDs Currency, Spot Metals & Futures, CFDs (contract for difference) on Commodities & Energies, CFDs (contract for difference) on Indices, Shares, Futures and options, Spot Contracts and any dealings between them concerning these products are subject and bound by this Agreement.

### 2. Client to Provide Information

The Client must take all reasonable steps to deliver information or documentation to Ventura Prime FX, or cause information or documentation to be delivered to Ventura Prime concerning any products which are requested by a person having a right to request such information or documentation. Ventura Prime FX is authorized to produce the information or documentation to the person making the request.

### 3. Risk and Financial Objectives

3.1 The Client acknowledges that they have read and understood:

- (a) The Client Agreement and Disclosure Statement; and
- (b) Details of the contract specifications of Spot Contracts in which the Company will deal on behalf of the Client.

3.2 The Client acknowledges that trading in Spot incurs a risk of loss as well as a potential for profit, and may create an obligation to give or take delivery, or make a cash adjustment, in accordance with the terms of a Contract.

3.3 The Client acknowledges that it has given careful consideration to its objectives, financial situation and needs and has formed the opinion that dealing in Spot Contracts is suitable for the Client's purposes.

### 4. Nature of Ventura Prime FX obligations and rights of the Client

4.1 Ventura Prime FX may deal in Spot Contracts as principal on its own account and Ventura Prime FX directors, partners or employees may deal in Spot Contracts on their own account.

4.2 Upon placing an Order with an Executing Dealer (which may or may not be Ventura Prime FX), the Client acknowledges that the Executing Dealer incurs obligations, even though the Spot Contract may have been entered into on the Client's instructions.

4.3 Ventura Prime FX is not required to act in accordance with the Client's instructions, where to do so would constitute a breach of this Client Agreement.



**5. Ventura Prime FX taking opposite position**

The Client acknowledges that Ventura Prime FX may, in certain circumstances, take the opposite position in a Spot Contract, either acting for another client or on its own account.

**6. Rollover**

At End of Day all customer open spot positions are closed out or rolled over to the next day.

**7. Liability for margin calls**

7.1 Liability to pay margin accrues at the time Spot Contract is executed regardless of when a call is made.

7.2 Liability to pay a variation margin accrues at the time the margin call comes into existence, regardless of if a call is made. Client positions may be closed in case of insufficient funds in the client account or any market movements which Ventura Prime FX may determine as risk to their capital where client is in margin call.

7.3 The client shall maintain required funds in his with account with Ventura Prime FX to ensure that positions taken are not closed due to margin deficiency. Ventura Prime FX may not communicate margin calls to the client and it shall be the client's responsibility to monitor and maintain the account.

**8. Default**

8.1 If:

- (a) the Client fails to pay, or provide security for, amounts payable to Ventura Prime FX or fails to perform any obligation arising pursuant to the settlement of a Foreign Exchange and/or Spot Contract;
- (b) a guarantee or other security provided by the Client to Ventura Prime FX is withdrawn or becomes ineffective; or
- (c) any other event occurs which Ventura Prime FX and the Client have agreed in their Client Agreement entitles Ventura Prime FX to take action under this clause 8; or
- (d) the Client fails to pay, or provide security for amounts payable to Ventura Prime FX, then the Company reserves the right to close one or more Contracts and/or liquidate, sell or otherwise deal with Approved Securities, Collateral or other cover of the Client, in part or in whole, at the Company's sole discretion. Ventura Prime FX assumes no responsibility and liability towards the Client in this regard; and

8.2 Ventura Prime FX may, in addition to any other rights which it may have against the Client, without giving prior notice to the Client, take any action, or refrain from taking action, which it considers reasonable in the circumstance in connection with Foreign Exchange and Spot



Contracts entered into for the Client (including, without limitation, open positions arising from Foreign Exchange and Spot Contracts) and, without limitation, Ventura Prime FX may enter into one or more transactions to effect the close out of one or more open positions.

8.3 The Client must account to Ventura Prime FX as if those actions in 8.1 and 8.2 above were taken on the instruction of the Client and, without limitation, is liable for any deficiency and is entitled to any surplus which may result.

## 9. Commissions and fees

9.1 The Client must pay to Ventura Prime FX commissions, fees, taxes and charges in connection with dealing in Foreign Exchange and Spot Contracts for the Client at the rates determined by the Company from time to time and notified to the Client in writing from time to time.

9.2 All such commissions, fees, taxes and charges owed to Ventura Prime FX will be accrued at time of transaction (as advised on each Client statement), and will be deducted from client funds.

## 10. Electronic Trading

The Client acknowledges that if Ventura Prime FX provides the Client with access to an electronic order routing system, then the Client agrees and acknowledges that:

- (a) the Client has the necessary skills, facilities and procedures to operate such a system; and
- (b) the Client understands the risks and obligations attaching to the use of such a system, including the risks in trading through an electronic order routing system which is serviced by means of computer and telecommunication systems; and
- (c) the Client is bound by instructions it transmits to Ventura Prime FX Dealer through the system; and
- (d) such systems may not be secure and cannot be operated in all circumstances without error and errors may result in delay in telecommunications services to the Client or interrupted or terminated services to the Client; and
- (e) Market information provided through the system may not be accurate or current and that the Client relies on Market Information at its own risk; and
- (f) the Client will maintain the confidentiality of passwords used to access the system and ensure all security procedures are implemented and followed as determined by Ventura Prime FX; and
- (i) the Clients ability to trade through the system will be subject to limitations imposed by Ventura Prime FX; and



(j) Ventura Prime FX may restrict and terminate access to the system at any time without notice to the Client

(k) Further, the Client agrees that it will not hold Ventura Prime FX liable in anyway whatsoever in terms of system or component failure, telecommunications, power failure or anything else.

#### **11. Right to refuse to deal**

The Client acknowledges that Ventura Prime FX may at any time refuse to enter into a Spot Contract for the Client, or may limit the Spot Foreign Exchange and/or Commodity Contracts it enters into for the Client. Ventura Prime FX will notify the Client of any refusal or limitation as soon as practicable.

#### **12. Termination of Client Agreement**

Either the Client or Ventura Prime FX may terminate this Client Agreement by giving 7 days' notice in writing to the other. But, in exceptional circumstances as determined by Ventura Prime FX, they can terminate the agreement forthwith at his sole discretion.

#### **13. Effect of termination**

Termination does not affect the existing rights and obligations of the Client or Ventura Prime FX at termination. Upon termination of this Client Agreement, Ventura Prime FX will close out all Spot Contracts and close out, abandon or exercise any Spot Foreign Exchange Options Contracts not yet exercised, entered into by Ventura Prime FX for the Client, unless, in accordance with a direction from the Client.

#### **14. Call for funds or security**

Ventura Prime FX may call for payment of money or the provision of other security which Ventura Prime FX considers, in its absolute discretion, appropriate in connection with the obligations incurred by the Company in respect of Foreign Exchange and Spot Contracts entered into for the account of the Client. The time by which the Client must pay any amount called or provide security is of the essence and, if no other time is stipulated in the Client Agreement, the Client must pay the amounts, or provide the relevant security, within 24 hours.

#### **15. Interest on Client Funds**

Unless otherwise agreed in writing, the Client acknowledges that Ventura Prime FX is entitled to any interest on money and property of the Client deposited with Ventura Prime FX and invested by Ventura Prime FX.

#### **16. Discretionary Accounts**

The Client acknowledges that neither Ventura Prime FX nor its staff trade on a discretionary basis. If a staff member of Ventura Prime FX approaches the client to trade on a discretionary basis the client is to reject such an offer and immediately notify Ventura Prime FX of this approach.



## 17. Communications (Including Electronic Communications)

Save as otherwise agreed or where Applicable Regulations require otherwise, we will communicate with you, and send documents and other information to you in the address given by you in the account opening form. Unless otherwise agreed or where Applicable Regulations require otherwise, you agree to communicate with us, and send documents and other information to us, in Malaysia.

**Ventura Prime FX Limited**  
Kensington Gardens, No. U1317, Lot 7616,  
Jalan Jumidar Buyong, 87000  
Federal Territory of Labuan, Malaysia

- Unless otherwise agreed, you accept that we may communicate with you by post, telephone, facsimile, electronic mail or through the Online Facility in order to provide you with dealing services or for any other related purpose.
- Any notice or other communication will be required to be given in writing under this Agreement and shall:
- in the case of notices or other communications to be delivered personally, sent by pre-paid first-class post, recorded delivery or by commercial courier, fax or email by you to us, such communication should be made to your usual point of contact or for the attention of the Director, **Ventura Prime FX Limited, Kensington Gardens, No. U1317, Lot 7616, Jalan Jumidar Buyong, 87000 Federal Territory of Labuan, Malaysia** using the contact details provided in these terms.
- in the case of notices or other communications to be delivered personally, sent by pre-paid first-class post, recorded delivery or by commercial courier, fax or email by us to you we will do so to such address (including a fax number or an email address) as the you may specify. You are responsible for notifying us of any changes to such contact details and we shall be entitled to serve notice on you (including the issue of legal proceedings) using the last known contact details that you have provided to us for the purposes of these Terms; or, in each case, as otherwise specified by the relevant Party by notice in writing to the other Party.
- Any such notice or other communication shall be deemed to have been duly received:
- if delivered personally, when left at the address and for the contact referred to in this clause; or
- if sent in Malaysia by pre-paid first-class post or recorded delivery, at 9am (Malaysian Time) on the second Business Day after posting; or
- if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- if delivered by fax or email, at the time of transmission (unless the sender receives an automated response which indicates that the notice in question was not received by the intended recipient, in which case such notice shall not be deemed to have been received); or



- If delivered on the Online Facility, upon it being uploaded and available to you.
- For the service of any proceedings or other documents in any legal action, any statutory provisions in the relevant jurisdiction shall prevail.

#### 18. Entire Agreement

The Client agrees that the Client Agreement, Contract Information Guide, Disclosure Statement and Client Acknowledgement constitutes the entire agreement between Ventura Prime FX and the Client and supersedes any prior agreement relating to the subject matter of this agreement or any prior declaration or statement both parties may have made. This agreement will become effective on the date that it is received and accepted by both parties.