

Deposit Agreement and Risk Acceptance Non-Disclosure of Information, Liability Agreement, Data Usage Rules, and Privacy Policy

1. Introduction

This Deposit Agreement and Risk Acceptance Policy (the "Agreement") sets forth the terms governing deposits, risk acknowledgment, data confidentiality, and liability between the client ("Client") and BerryPax ("Company"). By signing this Agreement, the Client agrees to abide by its provisions.

2. Client Responsibilities

- The Client acknowledges and accepts full responsibility for their decision to deposit funds into their trading account with the Company.
- The Client understands that trading Contracts for Difference (CFD) and Foreign Exchange (FX) involves high financial risk, including the potential partial or total loss of deposited funds.
- The Client confirms that their trading decisions are based solely on their knowledge, experience, and financial situation.
- The Client agrees to comply with all applicable trading terms, rules, and risk disclosures provided by the Company.

3. Company Responsibilities

- The Company is committed to ensuring the security and confidentiality of Client data.
- The Company implements appropriate measures to protect Client funds and personal information from unauthorized access, fraud, and cyber threats.

4. Legal Compliance

- Both parties are legally bound by this Agreement and shall be held accountable for any violations of its terms.
- Any legal disputes arising under this Agreement shall be governed by the applicable jurisdiction as determined by the Company's legal framework.

5. Duration and Amendments

- This Agreement becomes effective upon signing and remains valid until modified or terminated.
- The Company reserves the right to update the terms of this Agreement as necessary, with prior notice to the Client where applicable.

6. Risk Disclosure

Trading CFDs and FX carries significant risks, which include but are not limited to:

6.1 Loss Risk

- The Client understands that market fluctuations may lead to partial or total loss of deposited funds.

6.2 Volatility Risk

- The CFD and FX markets experience significant price fluctuations that may impact trading outcomes unexpectedly.

6.3 Liquidity Risk

- Some assets may become difficult to trade due to low market liquidity, affecting the Client's ability to execute transactions at preferred prices.

6.4 Political and Economic Events Risk

- Global economic and political events may cause sudden and significant market movements, impacting trading performance.

6.5 Leverage Risk

- Trading with leverage increases potential profits but also amplifies potential losses beyond the initial deposit amount.

6.6 Market Conditions Risk

- The Client acknowledges that market conditions are constantly influenced by external factors, including financial news, economic events, and policy changes, which may result in profit or loss.

6.7 Technical Malfunction Risk

- The Client understands that trading platforms may experience technical issues, including internet disruptions, server failures, and software malfunctions, potentially affecting trade execution.

6.8 Asset Liquidity Risk

- The Client recognizes that some financial instruments may have limited liquidity, which can impact their ability to buy or sell assets at the desired price.

6.9 Operational Cost Risk

- Trading involves operational costs such as commissions, spreads, and fees, which may reduce overall profitability.

6.10 Currency Fluctuation Risk

- Exchange rate variations can influence the value of foreign currency trades, leading to potential gains or losses.

6.11 Unforeseen Events Risk

- Unexpected events, including natural disasters, pandemics, geopolitical crises, and terrorist activities, may result in market instability and impact asset valuations.

6.12 Margin Risk

- Trading on margin increases exposure to market movements. Insufficient margin levels may result in the automatic liquidation of open positions by the broker.

7. Disclaimer of Warranties and Liabilities

- The Client acknowledges that the Company does not guarantee profitability or specific trading outcomes.
- The Company is not liable for any losses, damages, or adverse financial results incurred by the Client.
- The Client waives any claims against the Company in the event of trading **losses**.

8. Confirmation of Understanding

- The Client confirms that they have carefully read and fully understand the terms of this Agreement, including associated risks.
- The Client acknowledges their obligation to review the Privacy Policy and other related documents before signing.
- By signing this Agreement, the Client accepts all trading risks and agrees to comply with the Company's policies and regulations.

Signed by:
Client Name:

Date: