

JadeFX Ltd

Trellis Building, Ground Floor
1 1/2 Miles Northern Highway,
Belize City, Belize

Client Account Agreement

RISK DISCLOSURE STATEMENT

This brief statement does not disclose all of the risks and other significant aspects of spot foreign currency trading ("Forex"). In light of the risk, you should undertake such transactions only if you ("Trader" or "Client") understand the nature of the trading into which you are about to engage and the extent of your exposure to risk. Trading in Forex is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

Spot Forex Trading

1. Risks due to "Leverage"

Forex transactions carry a high degree of risk. The amount of initial margin may be small relative to the value of the foreign currency so that transactions are "leveraged". A relatively small market movement may have a proportionately larger impact on your funds you have deposited or will have to deposit. This may work against you or for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, JadeFX Ltd in its sole discretion may liquidate any or all of your positions at a loss.

2. Risk-reducing orders or Strategies

The placing of certain orders (e.g., "stop-loss" orders, where permitted under local law, or "stoplimit" orders), which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions, may be as risky as taking simple "long" or "short" positions.

3. JadeFX Ltd is not a dealer in Forex options.

4. Terms and conditions of Spot Forex Trading.

You should ask the firm with which you deal about the terms and conditions of the specific foreign currency which you are trading and associated obligations.

5. Restrictions or Suspension of trading and pricing relationships

Market conditions (e.g., liquidity) and / or the operation of the rules of certain markets (e.g., the suspension of trading in any foreign currency because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate or offset positions. Further, normal pricing relationships between the

underlying interest and the foreign currency may not exist. The absence of an underlying reference price may make it difficult to judge "fair" value.

6. Deposited cash and property

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some Jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

7. Fees, Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all fees, commission, and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

8. Transactions in other jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

9. Foreign Exchange Currency risks

The profit or loss in transactions in foreign currency (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the foreign currency position to another currency.

10. Trading facilities

Most electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary. Therefore, you should ask the firm with which you deal for details in this respect.

11. Electronic trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. Given the high leverage, fast moving nature of the OTC Forex market, and the risks associated with electronic trading, any discrepancies on account statements must be reported to JadeFX Ltd, in writing, within 24 hours of its occurrence.

12. Forex Off-Exchange transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction or a broker to the Counterparty. JadeFX Ltd functions as a counterparty to the transaction for Traders in many currency transactions using Straight Through Processing (STP) Technology to directly and automatically pass the Trader's transactions to the Liquidity Provider Banks. JadeFX Ltd is a Counterparty to a Trader's transactions. JadeFX Ltd neither offers the right to offset, nor guarantees a market in which to offset, transactions it effects using STP Technology Service to the Liquidity Provider Banks. Therefore, it may be difficult or impossible to liquidate an existing position, to assess its value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

13. JadeFX Ltd is a counterparty to a trader's transactions.

JadeFX Ltd is a Counterparty for traders in many currency transactions using Straight Through Processing (STP) Technology to directly and automatically pass the Trader's transactions to the Liquidity Provider Banks.

LEGAL NOTICE TO TRADERS

This Agreement is a binding Legal Contract, Please Read It Carefully.

This is a legal contract between JadeFX Ltd, (hereinafter referred to as JadeFX) a limited liability corporation organized under the laws of the state of Belize, its successors and assigns, and the party (or parties) executing this document.

In connection with opening an account to speculate and / or purchase and / or sell cash or spot foreign currency (hereinafter referred to as "Currency" or "Spot") through the OTC foreign exchange markets (hereinafter referred to as

"OTCFX") with JadeFX Ltd, Customer (hereinafter referred to as "Trader" or "Client") acknowledges that Trader has been advised and understands the following factors concerning trading in leveraged OTCFX, in addition to those contained in the Risk Disclosure Statement which has been provided to Trader. More specifically, the terms OTCFX and Spot as used herein shall mean the purchase or sale of a foreign currency in such amounts and under such conditions that the parties may negotiate.

1. There are no guarantees to the credit worthiness of the Broker to the counterparty or the counterparty or Liquidity Provider Banks of your Spot position. Every attempt has been made to deal with reputable creditworthy Liquidity Provider banks/clearing houses. Also, there may be certain cases in which trading liquidity decreases causing trading in a certain currency to cease, thereby preventing the liquidation of an adverse position that may result in a substantial financial loss.
2. Trading in OTCFX is suitable only for those sophisticated institutions or participants financially able to withstand losses that may substantially exceed the value of margins or deposits. OTCFX accounts are not available through JadeFX Ltd to non-sophisticated participants.
3. Trader acknowledges that the purchase or sale of a Currency always includes delivery to the extent that Trader's account shall be credited with each Spot transaction.
4. JadeFX Ltd's margin policies and / or the policies of Liquidity Provider banks/clearing houses through which trades are executed may require that additional funds be provided to properly margin Trader's account and that Trader is obligated to immediately meet such margin requirements. Failure to meet requirements may result in the liquidation of any open positions with a resultant loss. JadeFX Ltd also reserves the right to refuse to accept any order or guarantee a market in which to offset.
5. OTCFX business is not traded on an organized exchange and therefore does not require open-outcry. Even though quotations or prices are afforded by many computer-based component systems, the quotations and prices may vary due to market liquidity.

Disclaimers:

a) Network, Internet or Wireless failures:

Since JadeFX Ltd does not control signal power, its reception or routing via Internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortions or delays when trading on-line (via Internet or Mobile services).

b) Market risks and on-line trading:

Trading currencies involves substantial risk that is not suitable for everyone. See Trader Agreement for more detailed description of risks. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.

c) Password security and protection:

The Trader is obligated to keep passwords secret and ensure that third parties do not obtain access to the trading facilities. The Trader will be liable to JadeFX Ltd for trades executed by means of the Trader's password even if such use may be wrongful.

d) Price Quoting and Execution Errors:

Should quoting and/or execution errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade which is not representative of fair market prices, an erroneous price quote from a Trader, such as but not limited to a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors, JadeFX Ltd will not be liable for the resulting errors in account balances. In addition, orders must be placed allowing sufficient time to execute, as well as, sufficient time for the system to calculate necessary margin requirements. The execution of orders placed too close to prices, which would trigger other orders (regardless of order type) or a margin call, cannot be guaranteed. JadeFX Ltd will not be liable for the resulting margin call, resulting balance, and/or positions in the account due to the system not having been allowed sufficient time to execute and/or calculate accordingly. The foregoing list is not meant to be exhaustive and in the event of a quoting or execution error, JadeFX Ltd reserves the right to make the necessary corrections or adjustments on the account involved. Any dispute arising from such quoting or execution errors will be resolved by JadeFX Ltd in its sole and absolute discretion. Trader agrees to indemnify and hold JadeFX Ltd harmless from all damages or liability as a result of the foregoing.

e) Arbitrage:

Internet, connectivity delays, and price feed errors sometimes create a situation where the prices displayed on JadeFX Ltd's MetaTrader Platform and any other licensed trading platforms (hereinafter referred to collectively as "JadeFX Ltd Trading Terminals"), do not accurately reflect the market rates. The concept of arbitrage and "scalping", or taking advantage of these Internet delays, cannot exist in an OTC market where the client is buying or selling directly from the market maker, Broker, counterparty or Liquidity Provider Banks. JadeFX Ltd does not permit the practice of arbitrage on the JadeFX Ltd Trading Terminals. Transactions that rely on price latency arbitrage opportunities may be revoked. JadeFX Ltd reserves the right to make the necessary corrections or adjustments on the account involved. Accounts that rely on arbitrage strategies may at JadeFX Ltd's sole discretion be subject to dealer intervention and dealer approval of any orders and/or termination of trader's account. Any dispute arising from such arbitrage and/or manipulation will be resolved by JadeFX Ltd in its sole and absolute discretion. JadeFX Ltd reserves the right to withhold withdrawals until such matters are resolved. Any action or resolution stated herein shall not waive or prejudice any rights or remedies which JadeFX Ltd may have against you, your company and its officers, all of which are expressly reserved.

f) Price, Execution, and Platform Manipulation:

JadeFX Ltd strictly forbids any form of manipulation of its prices, execution, and trading platforms. JadeFX Ltd reserves the right to investigate and review any account JadeFX Ltd suspects of manipulation and withhold funds suspected of being derived from such activity. JadeFX Ltd reserves the right to make the necessary corrections or adjustments on the account involved. Accounts that are suspected of manipulation may at JadeFX Ltd's sole discretion be subject to dealer intervention and dealer approval of any orders and/or termination of trader's account. Any dispute arising from such arbitrage and/or manipulation will be resolved by JadeFX Ltd in its sole and absolute discretion. JadeFX Ltd at its own discretion may report such incidents to any relevant regulatory and law enforcement authority. Any action or resolution stated herein shall not waive or prejudice any rights or remedies which JadeFX Ltd may have against you, your company and its officers, all of which are expressly reserved.

g) Bankruptcy Protections:

The transactions you are entering into with JadeFX Ltd are not traded on an exchange. Therefore, under the Belize Bankruptcy Laws, your funds may not receive the same protections as funds used to margin or guarantee exchange-traded futures contracts, which receive a priority in bankruptcy. Since that same priority has not been given to funds used for off-exchange forex trading, if JadeFX Ltd becomes insolvent and you have a claim for amounts deposited or profits earned on transactions with JadeFX Ltd your claim may not receive a priority. Without a priority, you are a general creditor and your claim will be paid, along with the claims of other general creditors, from any monies still available after priority claims are paid. Even customer funds that JadeFX Ltd keeps separate from its own operating funds may not be safe from the claims of other general and priority creditors.

h) Trade Execution:

All accounts of Trader will be set to either the "No Dealing Desk" ("NDD") execution or "Dealing Desk" ("DD") execution in JadeFX Ltd's sole and absolute discretion. Additionally, JadeFX Ltd exclusively reserves the right to transfer accounts from one option to the other at any time. Traders on both DD and NDD execution may experience Widened spreads and slippage under certain market conditions including, however not limited to, when the trading desk is closed, around fundamental announcements, and at times of extreme market volatility. The trading desk is closed 4:00 PM EST Friday through 5:15 PM EST Sunday afternoon. Market, stop, and stop entry orders due for execution during this time will be filled at the opening rate when the trading desk resumes. Limit and limit entry orders due for execution during this time will be filled at the price requested by Trader when the trading desk resumes quoting. All NDD orders may involve circumstances under which the full order gets executed, and other Circumstances under which only part, or perhaps even none, of the order gets executed. The NDD setting offers Trader the ability to trade directly on prices that are streaming from the multiple banks and financial institutions that provide liquidity for JadeFX Ltd. All of the

above information is subject to change and/or suspension based upon available liquidity or the lack thereof.

All orders are subject to final approval by JadeFX Ltd and may be rejected at any time. JadeFX Ltd is compensated through the bid-ask spread or commission charged regardless of whether an account is set to NDD or DD execution. In the event that JadeFX Ltd 's liquidity providers are unable to provide such liquidity, then Trader may also lose access to streaming prices and be unable to place trades during this time. When such liquidity lapses occur, Trader agrees to indemnify JadeFX Ltd for any and all losses that may occur due to said volatility and/or movement in the market.

6. In OTCFX, firms are not restricted to effect exchange transactions. The firm with which you deal, such as JadeFX Ltd's may be acting as counterparty (Liquidity Provider) for the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

7. In the event that Trader grants trading authority or control over Traders account to a third party (Trading Agent), whether on a discretionary or non-discretionary basis, JadeFX Ltd's shall in no way be responsible for reviewing Traders choice of such Trading Agent or for making any recommendations with respect thereto. JadeFX Ltd's makes no representations or warranties concerning any Trading Agent; JadeFX Ltd's shall not be responsible for any loss to the Trader due to the actions of the Trading Agent; and JadeFX Ltd's does not, by implication or otherwise endorse or approve of the operating methods of the Trading Agent. If Trader gives the Trading Agent authority to exercise any of its rights over it account, Trader does so at his own risk.

8. JadeFX Ltd does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Trader may have received or may receive in the future from Referring Broker (hereby defined as the agent(s) that referred Client to JadeFX Ltd, and includes such referring broker, its employees, subsidiaries, sub-agents, referring agent(s) and affiliates) (see section Referral Disclosure below) or from any other person not employed by JadeFX Ltd regarding Forex trading or the risks involved in such trading. If Referring Broker or any other third party provides Trader with information or advice regarding Forex trading, JadeFX Ltd shall in no way be responsible for any loss to Trader resulting from Trader's use of such information or advice. Trader understands that Referring Broker and many third party vendors of trading systems, courses, programs, research or recommendations may or may not be regulated by a government agency.

REFERRAL DISCLOSURE

JadeFX Ltd and Referring brokers are wholly separate and independent from one another. The agreement between JadeFX Ltd and referring brokers does not establish a joint venture or partnership and referring brokers are not an agent or employee of JadeFX Ltd.

1. JadeFX Ltd does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Client may have received or may receive in the future from Referring Broker or from any other person not employed by JadeFX Ltd regarding foreign currency or exchange ("Forex" trading or the risks involved in such trading.

2. JadeFX Ltd provides risk disclosure information to all new Clients when they open accounts. Client should read that information carefully, and should not rely on any information to the contrary from any other source.

3. Client acknowledges that no promises have been made by JadeFX Ltd or any individual associated with JadeFX Ltd regarding future profits or losses in Clients account. Client understands that Forex trading is very risky, and that many people lose money trading.

4. If the Referring Broker or any other third party provides Client with information or advice regarding Forex trading, JadeFX Ltd shall in no way be responsible for any loss to Client resulting from Client's use of such information or advice.

5. To the extent Client has previously been led to believe or believes that utilizing any third party trading system, course, program, research or recommendations provided by Referring Broker or any other third party will result in trading profits, Client hereby acknowledges, agrees and understands that all Forex trading, including trading done pursuant to a system, course, program, research or recommendations of Referring Broker or another third party involves a substantial risk of loss. In addition, Client hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of Referring Broker or another third party will not necessarily result in profits, avoid losses or limit losses.

6. Client understands that Referring Broker and many third party vendors of trading systems, courses, programs, research or recommendations are not regulated by a government agency.

7. Because the risk factor is high in foreign currency transactions trading, only genuine "risk" funds should be used in such trading. If Client does not have the extra capital the Client can afford to lose, Client should not trade in the foreign currency markets.

8. Client understands and acknowledges that JadeFX Ltd may compensate Referring Broker for introducing Client to JadeFX Ltd and that such compensation may be on a per-trade basis or other basis. Such compensation to the Referring Broker may require the Customer to incur a mark-

up, above and beyond the ordinary spread generally provided by JadeFX Ltd. Further, the Client has a right to be informed of the precise nature of such remuneration.

9. JadeFX Ltd does not endorse or vouch for the services provided by the Referring Broker. Since Referring Broker is not an employee or agent of JadeFX Ltd, It is the account holders responsibility to perform necessary due diligence on the Referring Broker prior to using any of their services.

10. Client understands and agrees that if Client's account with JadeFX Ltd is introduced by Referring Broker that Referring Broker may be provided access to certain personal information about Client as well as certain information concerning trading activity in Client's JadeFX Ltd account. Referring Broker shall not have the right to enter into any trades on Client's JadeFX Ltd account unless specifically authorized by Client through execution of a limited power of attorney (LPOA) granting Referring Broker authority to make trading decisions for Client's account.

Should you have any questions regarding the risks of trading in foreign currency, please contact your account representative

TRADER AGREEMENT

In consideration of JadeFX Ltd agreeing to carry one or more accounts of the undersigned ("Trader" or "Client") and providing services to Trader in connection with the purchase and sale of cash currencies (including financial instruments) and any similar instruments (collectively referred to as "OTCFX"), which may be purchased or sold by or through JadeFX Ltd (Jade Investments Group, LLC) for Traders accounts(s), Trader agrees as follows:

1. **AUTHORIZATION TO TRADE.** JadeFX Ltd is authorized to purchase and sell OTCFX for Trader's account(s) with a Liquidity Provider bank or sophisticated institutions or participants in accordance With Trader's oral or written or computer instructions. Unless instructed by Trader to the contrary in writing, JadeFX Ltd is authorized to execute all orders with such banking institutions, Liquidity Provider Banks, or sophisticated institutional participants as JadeFX Ltd deems appropriate. JadeFX Ltd shall be entitled to rely upon any oral or written communication or instructions received from Trader, including Trader's officers, partners, principals or employees, so long as JadeFX Ltd does not have actual knowledge of the lack of authority of any such person ("Authorized Persons"). Trader agrees that such Authorized Persons are authorized on its behalf to furnish JadeFX Ltd all data, information, instructions and authorizations required by JadeFX Ltd to perform its services under this Agreement.

Trader authorizes JadeFX Ltd to rely and act upon any instruction, authorization, data or information, which appear to be given by an Authorized Person to JadeFX Ltd by any means, including instructions transmitted by electronic means or otherwise, and the production of a facsimile of a

document purporting to bear the authorization of Trader. Trader therefore agrees that: (i) JadeFX Ltd is authorized to act upon instructions without enquiring as to the validity of the Instructions and to consider the instructions of like force and effect as written orders made by the Authorized Persons; (ii) Nothing in this section and no verification or attempted verification of any instruction or signatures at any time made by JadeFX Ltd will obligate JadeFX Ltd to verify the validity of the instructions or the signatures in any particular case; and (iii) Trader will bear the risk of all unauthorized instructions, by any of its representatives, employees, or agents, and where JadeFX Ltd has acted in good faith and without negligence, Trader will indemnify JadeFX Ltd against and save JadeFX Ltd harmless from all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities whatsoever that JadeFX Ltd may suffer or incur or that may be brought against JadeFX Ltd, in any way relating to or arising out of JadeFX Ltd acting upon, delaying in acting upon or refusing to act upon any instruction or information provided to JadeFX Ltd by Trader, including improper, unauthorized or fraudulent instructions given by any of Trader's employees, agents or representatives, even if such instructions were not in fact made with Traders authority.

2. INTERBANKING SYSTEM, COUNTERPARTY INSTITUTION AND GOVERNMENTAL RULES.

All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the counterparty institution or other interbank market (and its clearing organization, if any) where executed and to all applicable Belize laws and regulations. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted which shall be binding upon JadeFX Ltd and shall affect in any manner or be inconsistent With any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. Trader acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements and Trader shall not thereby be given any independent legal or contractual rights with respect to such requirements.

3. DEPOSIT AND MARGINS REQUIREMENTS.

Trader shall provide to and maintain With JadeFX Ltd margin in such amounts and in such forms as JadeFX Ltd, in its sole discretion, may require. Trader is aware and acknowledges that the requirements for margin vary, and may be changed from time to time, at JadeFX Ltd 's sole discretion, based upon account size, volume traded, and market conditions. Such margin requirements may be greater or less than margins required by a counterparty bank. JadeFX Ltd may change margin requirements at any time. Trader agrees to deposit by immediate wire transfer such additional margin when and as required by JadeFX Ltd and will promptly meet

all margin calls in such mode of transmission as JadeFX Ltd in its sole discretion designates. JadeFX Ltd may at any time proceed to liquidate Trader's account in accordance with paragraph 7 below and any failure by JadeFX Ltd to enforce its rights hereunder shall not be deemed a waiver by JadeFX Ltd to enforce its rights thereafter. No previous margin requirement by JadeFX Ltd shall preclude JadeFX Ltd from increasing that requirement without prior notice. JadeFX Ltd retains the right to limit the amount and / or total number of open positions that Trader may acquire or maintain at JadeFX Ltd. JadeFX Ltd will attempt to execute all orders, which it may in its sole discretion, choose to accept in accordance with the oral, written, or computer instructions of Traders. JadeFX Ltd reserves the right to refuse to accept any order or guarantee a market in which to offset. JadeFX Ltd shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of JadeFX Ltd including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and / or information due to a breakdown in or failure of any transmission or communication facilities.

4. PRIVACY POLICY. JadeFX Ltd respects each individual's right to privacy. We value our relationship with you, and we take pride in maintaining loyalty and respect with each individual client by providing you with security. The provisions of this notice apply to former customers as well as our current customers.

a. Personal Information. When you apply for or maintain a live account with JadeFX Ltd, we collect personal information about you for business purposes, such as evaluating your financial needs, processing your requests and transactions, informing you about products and services that may be of interest to you, and providing customer service. Such information may include: Application Information - Information you provide to us on applications and other forms, such as your name, address, birth date, social security number, occupation, assets, and income. Transaction Information - Information about your transactions with us and with our affiliates as well as information about our communications with you (Examples include your account balances, trading activity, your inquiries and our responses). Verification information - information necessary to verify your identity such as a passport or driver's license (Examples also include background information about you we receive from public records or from other entities not affiliated with JadeFX Ltd). The Belize Securities Laws requires us to collect information and take actions necessary to verify your identity.

b. About Cookies. Cookies are small files containing information that a Web site uses to track its visitors. JadeFX Ltd may set and access JadeFX Ltd cookies on your computer, enabling us to learn which advertisements and promotions bring users to our website. JadeFX Ltd or any of its divisions may use cookies in connection with JadeFX Ltd products and services and to track your activities on our websites. Such information that we collect and share would be anonymous and not personally identifiable

c. Security Technology. JadeFX Ltd uses Secure Socket Layer (SSL) encryption technology in order to protect certain information that you submit. This type of technology protects you from having your information intercepted by anyone other than JadeFX Ltd while it is being transmitted to us. We work hard to ensure that our websites are secure and that they meet industry standards. We also use other safeguards such as firewalls, authentication systems (e.g., passwords and personal identification numbers) and access control mechanisms to control unauthorized access to systems and data.

d. Sharing Information with our Affiliates. We may share personal information described above with our affiliates for business purposes, such as, but not limited to, servicing customer accounts and informing customers about new products and services, or to aid in the trading activity of the company, its affiliates, or employees, and as permitted by applicable law. Our affiliates may include companies controlled or owned by us as well as companies that have an ownership interest in our company. The information we share with affiliates may include any of the information described above, such as your name, address, trading and account information. Our affiliates maintain the privacy of your information to the same extent JadeFX Ltd does in accordance with this Policy.

e. Sharing Information with Third Parties. JadeFX Ltd does not disclose your personal information to third parties, except as described in this Policy. Third party disclosures may include sharing such information with non-affiliated companies that perform support services for your account or facilitate your transactions with JadeFX Ltd, including those that provide professional, legal, or accounting advice to JadeFX Ltd. Non-affiliated companies that assist JadeFX Ltd in providing services to you are required to maintain the confidentiality of such information to the extent they receive it and to use your personal information only in the course of providing such services and only for the purposes that JadeFX Ltd dictates. We may also disclose your personal information to third parties to fulfill your instructions or pursuant to your express consent. We want you to know that JadeFX Ltd will not sell your personal information

f. Regulatory Disclosure Under limited circumstances, JadeFX Ltd may disclose your personal information to third parties as permitted by, or to comply With, applicable Belize laws and regulations. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and as necessary to protect our rights or property. Except as described in this privacy policy, we will not use your personal information for any other purpose unless we describe how such information will be used at the time you disclose it to us or we obtain your permission.

g. Opt Out. You are not required to supply any of the personal information that we may request. However, failure to do so may result in our being unable to open or maintain your account or to provide services to you. While we make every effort to ensure that all information we hold about you is accurate, complete and up to date, you can help us considerably in this regard by promptly notifying us if there are any changes to your personal information. If you do not

wish to have your personal information disclosed to our affiliates or other third parties as described in this Policy, please contact us via e-mail at: or send your request to: JadeFX Ltd Attention: Compliance and Privacy Department, Trellis Building, Ground Floor, 1 1/2 Miles Northern Highway , Belize City , Belize. Please be advised that if we receive such instruction we will not be able to service your account and must close any open and funded accounts that you have.

5. **SETTLEMENT DATE AND ROLLOVERS.** All Spot currency positions will be posted to Trader's account in U.S. Dollars or other mutually agreed upon currency on the trade date and settled within 48 hours. The resulting position will automatically rollover for an additional 48 hour period unless (i) Trader gives satisfactory instructions for further delivery of the foreign currency subject to JadeFX Ltd's usual and customary charges and re-delivery fees; or (ii) a customer enters an order which is accepted by JadeFX Ltd in its sole discretion to offset the Spot currency position. Trader, by noon of the business day before the settlement date of the Spot currency position, shall provide JadeFX Ltd with acceptable re-delivery or offset instructions. In the absence of timely and adequate instructions from Trader, JadeFX Ltd is authorized, at JadeFX Ltd's absolute discretion, to rollover the Currency positions in the OTCFX account(s) for Traders Account(s) and at Trader's risk. A position may be credited or debited interest charges until the position is closed.

6. **COLLATERAL AND LENDING AGREEMENT.** All funds, currencies, and other property of Trader which JadeFX Ltd or its affiliates may at any time be carrying for Trader (either individually, jointly with another, or as a guarantor of the account of any other person,) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by JadeFX Ltd as security and subject to a general lien and right of set-off for liabilities of Trader to JadeFX Ltd whether or not JadeFX Ltd has made advances in connection with such funds, currencies or other property, and irrespective of the number of accounts Trader may have with JadeFX Ltd. JadeFX Ltd may in its discretion, at any time and from time to time, without notice to Trader, apply and/or transfer any or all funds, currencies or other property of Trader between any of Traders accounts. Trader hereby also grants to JadeFX Ltd the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Traders, to itself as broker or to others, any securities or other property of Trader held by JadeFX Ltd as margin or security. JadeFX Ltd shall at no time be required to deliver to Trader the identical property delivered to or purchased by JadeFX Ltd for any account of Trader. The purpose of the Lending Agreement is to allow JadeFX Ltd to use the currencies, property, depository receipts as collateral.

7. **LIQUIDATION OF ACCOUNTS.** In the event of (a) the death or judicial declaration of incompetence of Trader, (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Trader; (c) the filing of an attachment against any of Trader's accounts carried by JadeFX Ltd, (d) insufficient margin, or JadeFX Ltd 's determination that any collateral deposited to protect one or

more accounts of Trader is inadequate, regardless of current market quotations, to secure the account; (e) Traders failure to provide JadeFX Ltd any information requested pursuant to this agreement or (f) any other circumstances or developments that JadeFX Ltd deems appropriate for its protection, and in JadeFX Ltd 's sole discretion, it may take one or more, or any portion of, the following actions: (1) satisfy any obligation Trader may have to JadeFX Ltd, either directly or by way of guaranty of surety, out of any of Traders funds or property in its custody or control; (2) sell any or purchase any or all Spot currency positions held or carried for Trader, and (3) cancel any or all outstanding orders, or any other commitments made on behalf of Trader. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Trader, Traders personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Traders or held jointly with others. In liquidation of Traders long or short positions, JadeFX Ltd may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in JadeFX Ltd's sale judgment may be advisable to protect or reduce existing positions in Traders account. Any sales or purchases hereunder may be made according to JadeFX Ltd's judgment and at its discretion with any Interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and JadeFX Ltd may purchase the whole or any part thereof free from any right of redemption. Trader will not be responsible for debit balances directly resulting from Trading activity.

8. **SETTLEMENT DATE OFFSET INSTRUCTIONS.** JadeFX Ltd in its sole and absolute direction may accept or reject orders to offset current Spot currency positions of Trader. JadeFX Ltd reserves the right to refuse to accept any order or guarantee a market in which to offset. Offset arrangements on Spot currency positions arriving at settlement date must be negotiated and accepted by JadeFX Ltd at least one (1) business day prior to the settlement date or rollover

9. **CHARGES.** Trader shall pay such brokerage, commission and special service and all other charges (including, without limitation, markups and markdowns, statement charges, idle account charges, order cancellation charges, account transfer charges or other charges), fees (including, without limitation, fees imposed by any interbank agency, bank, contract markets or other regulatory or self-regulatory organizations) arising out of JadeFX Ltd providing services hereunder. If Trader uses JadeFX Ltd's Standard MetaTrader Account, Trader consents to pay a commission charge at an applicable rate in USD per million base currency traded, per side. JadeFX Ltd may change its commission, charges, and/or fees without notice. Trader agrees to be liable to JadeFX Ltd for interest on amounts due from Trader to JadeFX Ltd at an interest rate equal to three (3) percentage points above the then prevailing prime rate at JadeFX Ltd principal bank or the maximum interest rate allowed by law, whichever is lower. All such charges shall be paid by Trader as they are incurred, or as JadeFX Ltd in its sole and absolute discretion, may determine, and

Trader hereby authorizes JadeFX Ltd to withdraw the amount of any such charges from Traders accounts(s). Trader agrees to pay a transfer fee, to be designated by JadeFX Ltd in the event Trader instructs JadeFX Ltd to transfer open positions, moneys, and /or property of Trader's account to another institution. If there are no transactions on your account for at least one (1) year, and your account balance is \$50 or less, you will be subject to a dormant account administrative fee (the "Fee"). The Fee will be equal to the lesser of \$50 or the remaining balance in your account. Upon assessment of the Fee, your account will automatically be closed.

10. **STATEMENTS AND CONFIRMATION.** Reports of the confirmation of orders and statements of accounts for Trader shall be deemed correct and shall be conclusive and binding upon Trader if not objected to immediately upon receipt and confirmed in writing within (1) day after transmittal to Trader by posting on the Internet, or otherwise. Margin calls shall be conclusive and binding unless objected to immediately in writing. In lieu of sending trade confirmation via postal mail, JadeFX Ltd will provide Trader Internet access to view his account at any time with an online login. Written objections on Traders part shall be directed to JadeFX Ltd at its home office located at the most recent address as indicated on the JadeFX Ltd website, and shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested. Failure to object shall be deemed ratification of all actions taken by JadeFX Ltd or JadeFX Ltd 's agents prior to Traders receipt of said reports. Trader's failure to receive a trade confirmation shall not relieve Trader of the obligation to object as set out herein. Once an order or trade has been placed, and confirmation has been delivered, it is the sole responsibility of Trader to keep track of the account's orders and positions.

11. **COMMUNICATIONS.** Reports, statements, notices and any other communications may be transmitted to Trader via the email address on Traders application, JadeFX Ltd MetaTrader Platform, or to such other email address as Trader may from time to time designate in writing to JadeFX Ltd. All communications sent, whether by mail, email, telegraph messenger or otherwise, shall be deemed transmitted by JadeFX Ltd when electronically submitted or deposited in the United States mail, or when received by a transmitting agent, and deemed delivered to Trader personally, whether actually received by Trader or not

12. **JadeFX Ltd RESPONSIBILITIES.** JadeFX Ltd will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond JadeFX Ltd 's control or anticipation. JadeFX Ltd shall only be liable for its actions directly attributable to negligence, willful default or fraud on the part of JadeFX Ltd. JadeFX Ltd shall not be liable for losses arising from the default of any agent or any other party used by JadeFX Ltd under this agreement.

13. **CURRENCY FLUCTUATION RISK.** If Trader directs JadeFX Ltd to enter into any currency transaction: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for

Trader's account and risk; (b) all initial and subsequent deposits for margin purposes shall be made in U.S. dollars, in such amounts as JadeFX Ltd may in its sole discretion require; and (c) JadeFX Ltd is authorized to convert funds in Traders account for margin into and from such foreign currency at a rate of exchange determined by JadeFX Ltd In its sole discretion on the basis of the then prevailing money market rates.

14. **RISK ACKNOWLEDGMENT.** Trader acknowledges that investments in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss in excess of their margin deposit Trader understands that because of the low margin normally required in OTCFX trading, price changes in OTCFX may result in significant losses that may substantially exceed Traders investment and margin deposit Trader warrants that Trader is willing and able, financially and otherwise, to assume the risk of OTCFX trading, and in consideration of JadeFX Ltd's carrying his/her account(s), Trader agrees not to hold JadeFX Ltd responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Trader recognizes that guarantees of profit or freedom from loss are impossible of performance in OTCFX trading. Trader acknowledges that Trader has received no such guarantees from JadeFX Ltd or from any of its representatives or any referring broker or other entity with whom Trader is conducting his / her JadeFX Ltd account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

15. **TRADING RECOMMENDATIONS.** (a) Trader acknowledges that (i) any market recommendations and information communicated to Trader by JadeFX Ltd or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any OTCFX position, (ii) such recommendation and information, although based upon information obtained from sources believed by JadeFX Ltd to be reliable, may be based solely on an opinion and that such information may be incomplete and may be unverified, and (iii) JadeFX Ltd makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Trader. Trader acknowledges that JadeFX Ltd and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell currencies, which are the subject of market recommendations furnished to Trader, and that the market position of JadeFX Ltd or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Trader by JadeFX Ltd. Trader acknowledges that JadeFX Ltd makes no representations concerning the tax implications or treatment of trading Forex; and, (b) Trader further acknowledges that should Trader grant trading authority or control over Trader's account to a third party ('Trading Agent'), whether on a discretionary or non-discretionary basis, JadeFX Ltd shall in no way be responsible for reviewing Trader's choice of such Trading Agent nor making any recommendations with respect thereto. Trader understands that JadeFX Ltd makes no

warranties nor representations concerning the Trading Agent, that JadeFX Ltd shall not be responsible for any loss to Trader occasioned by the actions of the Trading Agent and that JadeFX Ltd does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent. If Trader gives Trading Agent authority to exercise any of its rights over Trader's account(s), Trader understands that Trader does so at Traders own risk.

16. TRADER REPRESENTATIONS AND WARRANTIES. Trader represents and warrants that: (a) Trader is of sound mind, legal age and legal competence; and, (b) No person other than Trader has or will have an interest in Traders account(s); and, (c) Trader hereby warrants that regardless of any subsequent determination to the contrary, Trader is suitable to trade OTCFX; and (d) Trader is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company that trades the same instruments as those offered by JadeFX Ltd, and in the event that Trader becomes so employed, Trader will promptly notify JadeFX Ltd at its home office in writing of such employment; and, (e) All the information provided in the information portion of this Agreement is true, correct and complete as of the date hereof and Trader will notify JadeFX Ltd promptly of any changes in such information; and (f) Trader will not enter into any Trade for the purposes of arbitrage, scalping or to exploit any temporal and / or minor inaccuracy in any exchange rate

17. DISCLOSURE OF FINANCIAL INFORMATION. The Trader represents and warrants that the financial information disclosed to JadeFX Ltd in this document is an accurate representation of the Traders current financial condition. The Trader represents and warrants that in determining the Traders Net Worth, Assets and Liabilities were carefully calculated than Liabilities were subtracted from Assets to determine the value that the Trader has included in the financial information as Net Worth. The Trader represents and warrants that in determining the value of Assets, the Trader included cash and/or cash equivalents, U.S. Government and Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets. The Trader represents and warrants that in determining the value of Liabilities, the Trader included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. The Trader represents and warrants that In determining the Trader's Liquid Assets the Trader included only those Assets that can be quickly (within one day's time) converted to Cash. The Trader represents and warrants that the Trader has very carefully considered the portion of the Trader's assets which the Trader considers to be Risk Capital. The Trader recognizes that Risk Capital is the amount of money the Trader is willing to put at risk and If lost would not in any way, change the Trader's lifestyle. The Trader agrees to immediately inform JadeFX Ltd if the Trader's financial condition changes in such a way to reduce the Trader's Net Worth, Liquid Assets and/or. Risk Capital.

18. NO GUARANTEES. Trader acknowledges that Trader has no separate agreement with Trader's broker or

any JadeFX Ltd employee or agent regarding the trading in Trader's JadeFX Ltd account, including any agreement to guarantee profits or limit losses in Trader's account. Trader understands that Trader is under an obligation to notify JadeFX Ltd 's Compliance Officer immediately in writing as to any agreement of this type. Further, Trader understands that any representations made by anyone concerning Trader's account that differ from any statements Trader receives from JadeFX Ltd must be brought to the attention of JadeFX Ltd 's Compliance Officer immediately in writing. Trader understands that Trader must authorize every transaction prior to its execution unless Trader has delegated discretion to another party by Signing JadeFX Ltd 's limited power of attorney (LPOA), and any disputed transactions must be brought to the attention of JadeFX Ltd Compliance and Privacy Department pursuant to the notice requirements of this Trader Agreement. Trader agrees to indemnify and hold JadeFX Ltd harmless from all damages or liability resulting from Trader's failure to immediately notify JadeFX Ltd's Compliance and Privacy Officer of any of the occurrences referred to herein. All notices required under this section shall be sent to JadeFX Ltd at its home office.

19. CREDIT. Trader authorizes JadeFX Ltd or agents acting on behalf of JadeFX Ltd to investigate Trader's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as JadeFX Ltd shall deem appropriate to verify information regarding Trader. Trader further authorizes JadeFX Ltd to investigate Trader's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, banks, and compliance data centers as JadeFX Ltd shall deem appropriate. Upon reasonable request made in writing by Trader to JadeFX Ltd, Trader shall be allowed to review any records maintained by JadeFX Ltd relating to Trader's credit standing. Trader shall also be allowed, at Trader's sole cost and expense, to copy such records.

20. JOINT ACCOUNTS. (a) If this account is held by more than one (1) person, all of the joint holders are jointly and severally liable to JadeFX Ltd for any and all obligations arising out of transactions in the account and agree to be bound by all terms and conditions of this Agreement signed by each party. JadeFX Ltd is authorized to accept instructions and to send confirmations to anyone of the joint owners, and the Client hereby further appoints any and all of said joint owners as Client's agent for receipt of confirmations and hereby waives any right to receive confirmations otherwise. Anyone or more of the joint owners shall have full authority for the account and risk in the name of the joint account

(b) If this account is a joint account, in the event of the death of any of the Client's, the survivor(s) shall immediately give JadeFX Ltd written notice thereof, and JadeFX Ltd, before or after receiving such notice, may take such action, institute such proceedings, require such papers, retain such portion of the account, and restrict transactions in the account as JadeFX Ltd may deem advisable to protect JadeFX Ltd against any tax, liability, penalty, or loss under any present or future laws or otherwise. The estate(s) of any of the Clients who shall have died shall be liable, and the survivor(s) shall

continue to be liable, to JadeFX Ltd for any debit balance or loss in the account in any way resulting from the completion of transactions initiated prior to the receipt by JadeFX Ltd of the written notice of the death of the decedent, or incurred in the liquidation of the account, or the adjustment of the interests of the respective parties.

(c) If this account is held by tenants in common, then, in the event that the account is closed or upon receipt of a certified document evidencing death or legal incapacity of any tenant, the account shall be divided in equal shares unless JadeFX Ltd is otherwise notified, in writing, signed by all joint owners of the amounts to be distributed to the individual joint owners.

(d) If this account is held by the parties as joint tenants with rights of survivorship, then, upon receipt of a certified document evidencing death or legal incapacity of one of the parties, the remaining party or parties shall continue this account in their name as sole or joint owners with all the terms and conditions of said account continuing in full force and effect.

21. **NO WAIVER.** No provision of this Agreement may be waived unless the waiver is in writing and signed by both Trader and an authorized officer of JadeFX Ltd. No waiver of this Agreement may be implied from any course of dealing between the parties or from any failure by JadeFX Ltd or its agents to assert its rights under this Agreement on any occasion or series of occasions.

22. **GOVERNING LAW AND JURISDICTION.** This Agreement, and the rights and obligations of the parties hereto, shall be governed by, construed and enforced in all respects by the laws of Belize, where JadeFX Ltd's principal order execution facilities are located.

23. **BINDING EFFECT.** This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Trader at any time opened or reopened with JadeFX Ltd irrespective of any change or changes at any time in the personnel of JadeFX Ltd or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of JadeFX Ltd and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Trader and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Trader. Trader hereby ratifies all transactions with JadeFX Ltd affected prior to the date of this Agreement, and agrees that the rights and obligations of Trader in respect thereto shall be governed by the terms of this Agreement.

24. **TERMINATION.** This Agreement shall continue in effect until termination, and may be terminated by Trader at any time when Trader has no open Spot currency position(s) and no liabilities held by or owed to JadeFX Ltd upon the actual receipt by JadeFX Ltd at its home office of written notice of termination, or at any time whatsoever by JadeFX Ltd upon the transmittal of written notice of termination to Trader; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this agreement nor shall it relieve Trader of any obligations arising out of any deficit balance.

25. **ACCOUNT TRANSFER AND ASSIGNMENT.** Trader authorizes JadeFX Ltd to transfer and assign Trader's account and this Agreement to another futures commission merchant or an affiliate thereof or any other legal entity. Trader may not transfer or assign this Agreement without JadeFX Ltd's prior written consent.

26. **INDEMNIFICATION.** Trader agrees to indemnify and hold JadeFX Ltd, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by JadeFX Ltd arising out of Trader's failure to fully and timely perform Trader's agreements herein or should any of the representations and warranties fail to be true and correct. Trader also agrees to pay promptly to JadeFX Ltd all damages, costs and expenses, including attorney's fees, incurred by JadeFX Ltd in the enforcement of any of the provisions of this Agreement and any other agreements between JadeFX Ltd and Trader. Furthermore, JadeFX Ltd shall NOT be held liable and is released from all claims and losses incurred in such regard if (and to the extent that) the claim or loss was caused or contributed to by (a) Trader's Conduct: The actions or omission to act on the part of Trader or Authorized Persons; (b) Forged Signature: Forged or unauthorized signatures on any document in connection with the Trader's account or this Agreement; (c) Malfunctions: System malfunction, equipment failure (whether Traders or JadeFX Ltd's equipment), system interruption or system unavailability; (d) Delay: Delays, failure or errors in implementing any instruction; and (e) Information: Inaccurate or incomplete instructions received by JadeFX Ltd from Trader. Additionally, Trader agrees to indemnify and hold JadeFX Ltd, its affiliates, employees, agents, successors and assigns harmless from and against all liabilities, losses, damages, costs and expenses, including attorneys fees resulting from use of programmable trading systems, whether built by Trader himself or by any third party and executed on or using the JadeFX Ltd MetaTrader Terminal or any other trading platform offered by JadeFX Ltd.

27. **CROSS TRADE CONSENT.** The undersigned hereby acknowledges and agrees that a situation may arise whereby an officer, director, affiliate, associate, employee, bank, bank employee or dealer associated with JadeFX Ltd, or JadeFX Ltd itself, may be the opposing principal or broker for a trade entered for the undersigned's account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable Regulations of the regulatory agency.

28. **TERMS AND HEADINGS.** The term "JadeFX Ltd" shall be deemed to include JadeFX Ltd, its divisions, its successors and assigns; the term "home office" is JadeFX Ltd, Trellis Building, Ground Floor, 1 1/2 Miles Northern Highway, Belize City, Belize; the term "Trader" shall mean the party (or parties) executing the Agreement; and the term "Agreement" shall include all other agreements and authorizations executed by Trader in connection with the

maintenance of Trader's account with JadeFX Ltd regardless of when executed. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

29. **ACCEPTANCE.** This Agreement shall not be deemed to be accepted by JadeFX Ltd nor become a binding contract between Trader and JadeFX Ltd until approved by JadeFX Ltd home office.

30. **CONSENT TO JURISDICTION AND VENUE.** Trader, in order to induce JadeFX Ltd to accept this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees to the following: (a) Any judicial, administrative action or proceeding, including but, not limited to, arbitration (as provided for in the section "Arbitration Agreement" below) arising directly or indirectly hereunder or in connection with the transactions contemplated hereby, whether brought by Trader or JadeFX Ltd, shall be held, at the sole discretion of JadeFX Ltd within Belize City, State of Belize exclusively. Trader consents and submits to, and waives any and all objections Trader may have to such venue, and further agrees to waive and forego any light Trader may have to transfer or change the venue of any action or proceeding encompassed hereby; and, (b) Trader consents and submits to the jurisdiction of any court located within Belize City, State of Belize in any action or proceeding arising directly or indirectly hereunder or in connection with the transaction hereby, whether brought by Trader or JadeFX Ltd.

31. **RECORDINGS.** Trader agrees and acknowledges that all conversations regarding Trader's account(s) between Trader and JadeFX Ltd personnel may be electronically recorded with or without the use of an automatic tone-warning device. Trader further agrees to the use of such recordings and transcripts thereof as evidence by either parity in connection with any dispute or proceeding that may arise involving Trader or JadeFX Ltd. Trader understands that JadeFX Ltd destroys such recordings at regular intervals in accordance with JadeFX Ltd's established business procedures and Trader hereby consents to such destruction.

32. **MODIFICATIONS TO THE AGREEMENT.**

JADEFX LTD reserves the right to change the terms and conditions of this Agreement from time to time, and at any time, with or without notice to Trader, by posting such changes on the <http://www.jadefx.com> website. Trader is responsible for regularly reviewing these terms and conditions for any modifications and agrees to be bound by same. Trader may not amend this Agreement unless such amendment is in writing and signed by both Trader and an authorized officer of JadeFX Ltd. No oral agreements or instructions to the contrary shall be recognized or enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

33. **PENSION PLAN PROVISION.** Where Customer is a plan covered by Pension Plan, Customer acknowledges and understands that JadeFX Ltd is only providing STP Trading services hereunder and is not a plan fiduciary. JadeFX Ltd has no discretionary authority or control with respect to Customer's purchase or sale of foreign currency and that the furnishing of market recommendations and information by JadeFX Ltd is solely for Customer's convenience and does not constitute the exercise of such authority or control; and there is no agreement, arrangement, or understanding between Customer and JadeFX Ltd that JadeFX Ltd's recommendations will serve as the primary basis for investment decisions with respect to the assets of Customer or that JadeFX Ltd will render individualized investment advice to Customer based on the particular needs of Customer. Customer further represents that it has full power and authority pursuant to governing agreements and otherwise to enter into this agreement and to engage in transactions in foreign currency of the kind contemplated herein.

34. **SOFTWARE.** Trader, in order to induce JadeFX Ltd to accept this Agreement, acknowledges and agrees that JadeFX Ltd makes no warranty whatsoever that any software (the "Software") downloaded onto Trader's computer equipment will be compatible with, or operate without interruption on, Trader's computer equipment, nor does JadeFX Ltd warrant that the Software is or will be uninterrupted, error free or available at all times. You further understand and agree that your download and / or use of the Software will expose you to risks associated with the download and/or use of software that may not be compatible with your computer equipment. You hereby agree to accept such risks, including, but not limited to, failure of or damage to, hardware, software, communication lines or systems, and/or other computer equipment. JadeFX Ltd expressly disclaims any liability with respect to the foregoing, and you agree to fully indemnify, defend and hold harmless JadeFX Ltd from any and all damages, liabilities, losses, costs and expenses that may arise therefrom

FOREX AGREEMENT

- All client accounts are a sub-account of one major JadeFX Ltd account.
- All client accounts will have trades executed via JadeFX Ltd accounts and trading lines.
- All client accounts will have margin requirements established by the JadeFX Ltd trading desk.
- The automated JadeFX Ltd trading system will distribute profits and losses accordingly to all client accounts.
- JadeFX Ltd may establish rules and provisions for client accounts, including but not limited to minimum account size, investment time period, commissions and incentive fees, or any other financial arrangements.
- It is the client's responsibility to find out all necessary information about JadeFX Ltd and ensure that all arrangements are discussed and clearly understood prior to any trading activity.
- It is the clients responsibility to find out all necessary information about a Trading Agent prior to any trading activity, if the account is to be traded by someone other than himself.
- All clients should be aware that guaranteeing any return is illegal. In addition, JadeFX Ltd is not responsible for any claims or assurances made by JadeFX Ltd, its employees and/or associates.
- Certified or Cashier's Checks made payable to **JadeFX Ltd.**
- **Mailing Address:** Please see Website for address information
- **Wire Transfers:** Please see Website for wire instructions or contact our Accounting department.
- **Please reference your name on all checks, wire transfers, and correspondence.**

LENDING AGREEMENT

By signing this Agreement, Trader authorizes JadeFX Ltd and its affiliates to use all funds, securities, currencies and other property of Trader as specified in Section 6 of the Trader Agreement

HIGH RISK AGREEMENT

In addition to standard industry disclosures contained in this Agreement, you should be aware that margined currency trading is one of the riskiest forms of investment available in the financial markets and may not be suitable for all investors. An account with JadeFX Ltd permits you to trade foreign currencies on a highly leveraged basis (up to approximately 100 times your account equity or as otherwise

permitted by applicable regulation or Liquidity Providers). An initial deposit of US\$1,000 may enable the trader to take a maximum position with US\$100,000 notional market value. The funds in an account trading at maximum leverage can be completely lost, if the position(s) held in the account has more than a one percent swing in value. Given the possibility of losing an entire investment, speculation in the foreign exchange market should only be conducted with risk capital funds that if lost will not significantly affect your personal or institution's financial well being.

If you have pursued only conservative forms of investment in the past, you may wish to study currency trading further before continuing an investment of this nature You must realize that you could sustain a total loss of all funds you deposit with your broker as initial margin as well as substantial amounts of capital, when trading currencies, should the market go against your investment. If you wish to continue with your investment, you acknowledge that the funds you have committed are purely risk capital and loss of your investment will not jeopardize your style of living nor will it detract from your future retirement program. Additionally, you fully understand the nature and risks of currency investments, and your obligations to others will not be neglected should you suffer investment losses

TAX ID CERTIFICATION, AND BACKUP WITHHOLDING STATEMENT

Under penalties of perjury, I certify (1) the number shown on this agreement is the correct Taxpayer Identification number or government Identification and (2) the ownership, or beneficiary, of this account is not subject to backup withholding Tax of their respective countries.

EMAIL AGREEMENT

Client acknowledge that It is Client's obligation to immediately notify JadeFX Ltd if there is a change in Client's electronic mail address, or other location to which the electronic records may be provided

ADDRESS ACKNOWLEDGEMENT

Client acknowledges that is Client's obligation to notify JadeFX Ltd of the address or other location to which paper records may be provided, if necessary.

AUTHORIZATION TO TRANSFER FUNDS

Trader agrees hereby that JadeFX Ltd may at any time, in the judgment of JadeFX Ltd and its associates, apply and transfer from Traders account to any of Trader's other accounts held with JadeFX Ltd or an affiliate of JadeFX Ltd or other approved financial institution or its associates any of the moneys, currencies or other property of Trader held either individually or jointly with others to another regulated account of the same said Trader

CONSENT TO ELECTRONIC TRANSMISSION OF CONFIRMATIONS & ACCOUNT STATEMENTS

Client hereby consents to have Client's account information and trade confirmations available on the Internet in lieu of having such information delivered to Client via mail or email. Client will be able to access account information via the JadeFX Ltd MetaTrader Terminal using Client's account login information to access the account. The Client will be able to view, Print and Save all of Client's account activity and reports of account activity as well as a report of each executed trade. Updated trading account activity will be available in Real Time from the terminal as any activity takes place on Client's Trading account. Posting of the Real Time trading account activity information on Client's Terminal and the Monthly statements by email will be deemed delivery of confirmation and account statements. At all times, account information will include trade confirmations with ticket numbers, purchase and sale rates, used margin, amount available for margin trading, statements of profits and losses, as well as current open or pending positions. Client may revoke this consent at any time upon written notice to JadeFX Ltd.

ARBITRATION AGREEMENT

BY AGREEING TO THIS ARBITRATION PROVISION, TRADER MAY BE WAIVING CERTAIN RIGHTS, INCLUDING THE RIGHT TO A JURY TRIAL. TRADER NEED NOT AGREE TO THIS ARBITRATION PROVISION IN ORDER TO OPEN AN ACCOUNT WITH JADEFX LTD

Trader agrees and, by opening one or more accounts for Trader, JadeFX Ltd also agrees, that any and all disputes, controversies, or claims arising out of this Client Agreement, or the relationships or activities contemplated thereby,

including whether or not any such dispute, controversy, or claim is arbitrable, shall be resolved by an Arbitration Panel selected by our Counterparty and any regulatory institution that regulates our counterparty. The award of the Arbitrators, or of the majority of them, shall be final, and judgment upon the award may be entered in any court of competent jurisdiction.

STP SERVICES AND COUNTERPARTY DISCLOSURE

The Foreign Currency trading you are entering into is not conducted on an exchange. JadeFX Ltd is acting as a Straight Through Processing (STP) Service provider and a Counterparty in these transactions.

JadeFX Ltd is a Counterparty providing pure STP Services. JadeFX Ltd only offers trading accounts under the "No Dealing Desk (NDD) " Model . JadeFX Ltd limits risk to itself by automatically passing your trades and positions to the Liquidity Providers Banks . As a result , JadeFX Ltd does not profit when you lose or make money on a trade. Rather , JadeFX Ltd is compensated by commission charged due volume of trades passed to the Liquidity providers or by slightly marking up the price it receives from the Liquidity providers.

By signing below, I acknowledge that I understand and accepted the disclosure displayed above. I am aware that handling of My account and I hereby consent to the handling.

Primary Account Holder's Signature: _____

Print Client's Name: _____

Today's Date: M M / D D / Y Y Y Y

Joint Account Holder's Signature: _____

Print Client's Name: _____

Today's Date: M M / D D / Y Y Y Y