

INDEX/CHECKLIST Corporate / Personal Application

- INDEX / CHECKLIST
- TERM SHEET
- TRADING AUTHORIZATION
- RISK DISCLOSURE STATEMENT
- ELECTRONIC TRADING SYSTEM'S AGREEMENT
- ACCOUNT APPLICATION
- OTS New Account

FACILITY DOCUMENTATION

SUPPORTING REQUIRED DOCUMENTS

• **PROOF OF RESIDENCY** (COPY OF SOME OFFICIAL DOCUMENT, THAT REFLECTS YOUR RESIDENTIAL ADDRESS e.g. IC COPY & UTILITY BILLS)

PLEASE READ CAREFULLY THE WHOLE CONTENT OF THIS AGREEMENT

1. INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the following meanings except where the context other requires.

This Agreement means the agreement contained herein.

AT BEST means the best price available to MEZ.

AT MARKET means the available price at the time the customer instructs MEZ to buy or sell spot currencies contracts.

AUTHORIZED EXECUTIVE means a person authorized by **MEZ** in writing for the purpose of waiving the rights of **MEZ** pursuant to <u>clause 17.2</u> hereof and a notice of authorization of such person shall be posted at a conspicuous place on the notice board in the office of **MEZ** and notified to the customer.

BUSINESS DAY means a business day in the relevant market(s) in which the customer is trading.

CORRESPONDENTS mean persons other than those in the direct employ of **MEZ** who may call upon by **MEZ** to act on behalf of **MEZ** and the customer in respect of any spot currencies and includes an Authorized Executive.

CUSTOMER ACCOUNT means the account to be opened by **MEZ** for the customer through which all transactions related to this Agreement shall be routed.

DEPOSITS mean any amount which the customer is to pay MEZ in terms of clause 6.1

FIXED RATE ORDERS means orders placed by the customer with **MEZ** whereby the customer wishes to buy or sell spot currencies contracts at a fixed price only.

LONG POSITION means a buying position and SHORT POSITION means a selling position.

MARGIN means in relation to any spot currencies contracts such sum as may be required by **MEZ** to be paid into the Customer Account by the customer in order to maintain the deposit in respect of such spot currencies.

MARGIN CALL means any call made by **MEZ** on the customer to pay a margin to maintain a deposit in respect of a spot currencies contract.

RISK DISLOSURE STATEMENT means the risk disclosure statement in the form set out in the schedule hereto completed by the customer prior to entering into this agreement or contemporaneously with entering into this agreement.

SPOT CURRENCIES CONTRACTS means contracts involving the buying and selling of spot currencies on international interbank currencies markets whereby **MEZ** will quote the customer a spot interbank rate relevant to the particular currency at which rate the customer agrees to enter into a contract for the sale or purchase of a specified amount of that currency.

SPREAD POSITION in respect of spot currencies contracts means where the customer takes opposite positions in respect thereof, (e.g. by cross-selling different currencies).

STOP-LIMIT ORDER means an order made by the customer in respect of a spot currencies contract whereby the customer instructs **MEZ** to immediately take the customer's position out when the relevant rate in respect of the spot currencies contracts reaches a value within a range specified by the customer as its stop-limit position.

STOP-LOST ORDER means an order made by the customer in respect of a spot currencies contract whereby the customer instructs **MEZ** to immediately take out the customer's position when the relevant rate in respect of the spot currencies reaches a value specified by the customer as its stop-lost position, notwithstanding that as a result of the volatile fluctuations which are a characteristics of spot currencies markets the relevant rate may have fallen below the specified stop-lost position at the time the customer's position is taken out.

STOP-ORDER means stop-limit orders and/or stop-loss orders.

1.2 Construction

The following provisions shall apply in the construction and interpretation of this agreement except to the extent that the contents require modification:

- 1. Reference to clauses are to clause of this agreement
- 2. The headings are for convenience only and shall not affect the interpretation hereof
- 3. Words importing the singular number include the plural and vice-versa, the masculine gender includes the feminine or neuter genders and vice-versa, reference to person shall include corporations and incorporated bodies of persons.

2 APPOINTMENT OF MEZ

(2.1) The customer hereby appoints **MEZ** for the purpose of arranging and concluding spot currencies contracts as requested by the customer in accordance with <u>clause 6</u> thereof.

(2.2) The customer acknowledges that as regards to third parties **MEZ** may at its discretion act as an agent or principal in all spot currencies contracts but as between the customer and **MEZ** the customer shall regarded as principal subject to the terms and conditions of this agreement.

(2.3) The customer agrees that whether the customer account is in credit or debit at the time of **MEZ** acting, **MEZ** is authorized to act on any instructions whether written or oral and howsoever communicated by the customer to **MEZ** and the customer further agrees that the customer shall be responsible to **MEZ** for all engagements, indebtedness and any other obligation made or entered into by **MEZ** on behalf of the customer.

(3) TERM

(3.1) This agreement shall commence on the date of execution hereof and shall continue until terminated by either party pursuant to the terms of this agreement.

(3.2) Each spot currency contract entered into pursuant to this agreement shall commence on the date it is entered into and shall continue until terminated by either party pursuant to the terms of this agreement.

(4) CONFLICTS OF INTEREST

(4.1) The customer acknowledges and agrees that **MEZ** carries on the business of trading in spot currencies contracts on its own account and on behalf of others and that in respect of any spot currencies contract **MEZ** may either on behalf of other customers or on its own account take the position opposite the customer.

(5) CUSTOMER ACCOUNT

(5.1) **MEZ** shall open a customer account in the name of the customer and shall keep such books of account as in its judgement are necessary wherein it shall enter or cause to be entered all money received and paid and the details of all spot currencies contracts and all fees, disbursements and charges and all other matters and accounts which shall be necessary to manifest the state of the customers account. The books of account shall be available for inspection by the customer by arrangement during normal business hours. All statements, advice or documents provided by **MEZ** in respect of the customer shall in the absence of manifest error be conclusive and binding upon the customer.

(5.2) No interest shall be earned on any funds to **MEZ** by the customer as deposits or as margin calls for deposit into the customer account or on any funds credited to the customer account by **MEZ** in respect of any spot currencies contracts.

(5.3) **Debit balance** in the customer account <u>will incur penalty interest</u> at the prevailing bank overdraft rate and in addition **MEZ** will be entitled to hold the customer accountable for such charges as may be incurred by **MEZ** as a result of the customer account having a debit balance, under any facilities and for such extra services, including but not limited to the fees of **MEZ** legal advisers.

(5.4) It is agreed between **MEZ** and the customer that the customer may make withdrawals from the customer account upon giving **MEZ** not less than 14 (fourteen) business days notice in writing provided that the customer may not withdraw an amount exceeding the credit balance of the customer account less the aggregate of the margin and the gross losses calculated at the date of the customer's notice in writing. Payment will be made to the customer not later that the date of expiration of the said period of notice.

(6) MANNER AND FORM OF INSTRUCTING MEZ

(6.1) Prior to entering into any spot currencies contract the customer will enquire of MEZ the deposit that is required to be paid in respect thereof. The customer shall have the deposit credit to the account. Until and unless the deposit is paid and cleared through the banking system or otherwise credited to the customer MEZ account, MEZ shall be under no obligation to carry out the customer's instructions.

(6.2) Any instruction given by the customer may be given orally or in writing by the customer and if required by **MEZ** any such instructions shall be written in a form satisfactory to **MEZ** provided however that **MEZ** shall incur no liability whatsoever by reason of acting or omitting to act on any instruction so given should there by any error or ambiguity therein.

(7) MEZ OBLIGATION IN RESPECT OF THE CUSTOMER'S INSTRUCTIONS

(7.1) **MEZ** shall use all reasonable endeavors to fulfill orders placed by the customer. The customer acknowledged that due to substantial fluctuations and volatile price movements in spot currencies contracts markets, there may be occasion be a delay in making prices or in dealing. The customer <u>acknowledges and accepts</u> that **MEZ** may not be able to trade at the prices quoted at any specific time or **At Best Or At Market**. The customer further acknowledges and accepts that fixed rate orders or stop orders may not always be possible to execute.

(7.2) In the event of **MEZ** being unable to fulfill the customer's instructions **MEZ** shall notify the customer and seek further instructions <u>but except where **MEZ** has been reckless or grossly negligent</u>. **MEZ** shall not be under <u>any liability</u> howsoever caused for any damages, loss or injury suffered in consequence of failing to fulfill the customer's instructions.

(7.3) **MEZ** shall not be responsible for any delays in the transmission of orders or for losses caused directly or indirectly by the breakdown or failure of communication facilities, government restrictions, exchange or market rulings, strikes or other industrial disputes or any causes beyond its reasonable control or anticipation.

(8) INDEMNITY

(8.1) The customer shall indemnify **MEZ** against and hold harmless from all expenses, liabilities, claims and demands arising out of anything lawfully done by **MEZ** in performance of **MEZ**,'s obligation under the agreement.

(8.2) **MEZ** shall be entitled to charge the customer account a fee, tax or charge levied in respect of any spot currencies contracts and any other expenses incurred by **MEZ** in respect of any spot currencies contracts including any legal fees and commissions, which amounts shall deducted from the deposit in the customer account. If the balance in the customer account is insufficient to cover such commissions and expenses the balance of the customer account shall automatically become a debit balance subject to <u>clause 5.3</u> hereof.

(8.3) Every exemption from liability, defence and indemnity available to **MEZ** shall also be available to and extend to protect any person acting on behalf of **MEZ** for whose benefit this immunity is intended to ensure under the **Contracts Privity Act** (from overseas jurisdictions).

(9) MARGIN CALLS

(9.1) The customer agrees that it will at all times maintain the deposit in respect of any spot currencies contract, and will deposit on demand such margin calls which **MEZ** may in absolute discretion deem necessary.

(9.2) Variation Margin <u>A margin calls shall</u> be required of the customer holding a contract, in the event that total equity is impaired to the extend of **50%** (<u>fifty percent</u>) of initial margin due to adverse price fluctuations in the market. In such case, the initial margin shall be restored by the customer to **100%** (<u>one hundred percent</u>) initial required amount deposited to the company, and an amount of variation margin required of the customer shall be calculated according to the highest or lowest price daily solely on the following formula.

Total margin deposit (Less) Impaired margin amount = Total Equity Total initial margin(Less) Total Equity = Variation margin

(9.3) All margin calls shall be paid within such time as MEZ may specify, provided that such time <u>shall not</u> be less than 24 hours of margin call being made whether orally or in writing.

(9.4) Once deposits and margin calls have been paid they shall be retained until the liability of the customer has been extinguished by virtue of the relevant spot currencies contracts being closed out, or payment being made under the relevant spot currencies contracts.

(9.5) <u>Upon the failure</u> by the customer for any reason to maintain the deposit to make payments in respect of margin calls, or if the customer requests that this agreement be terminated, or in the event that **MEZ** terminates this agreement as herein provided, the customer confers upon **MEZ** the right at **MEZ**,'s election and without any call or notice and at the customer's risk to close out the whole or part of any open spot currencies contracts which may be left unliquidated, <u>at the discretion of **MEZ** at any market price at any time **MEZ** thinks fit. The customer acknowledges that the customer will be liable for any loss or deficiency resulting therefrom.</u>

(10) CUSTOMER'S WARRANTIES AND ACKNOWLEDGEMENTS

(10.1) In addition to the acknowledgement made by the customer in the <u>Risk Disclosure Statement</u> the customer warrants that:

- The customer has authority and capacity to enter into this agreement.
- Where the customer is a natural person, the customer is at least 21 (twenty-one) years of age.
- The customer will observe and accept all rules, margin requirements, trading facts and timetables for entering into spot currencies contracts, and/or other matters related to investment as prescribed by **MEZ** from time to time.
- The customer is acting on its own behalf and not on behalf of or as agent for another person.

(10.2) The customer acknowledges that while spot currencies contracts may be closed out at any time, the actual supply of the specified amount of the relevant spot currencies can of course arranged upon payment in full being received by **MEZ** in respect thereof.

(10.3) The customer confirms that the risk in-herent in trading spot currencies contracts have been fully explained by **MEZ** and <u>the customer shall not be entitled to hold</u> **MEZ** responsible for **any losses or liabilities** resulting from a misunderstanding on the part of the customer.

(10.4) The customer acknowledges and warrants that although the customer may enter into a spot currencies contract upon the advice or based on the opinion of **MEZ** the customer will take full responsibility for any consequences whatsoever which may arise therefrom.

(11) CLOSING SPOT CURRENCIES CONTRACTS

(11.1) In the event that **MEZ** in its sole discretion considers it necessary or advisable by virtue of any sudden adverse movement in spot currencies contract markets, whereby floating losses amount <u>70% or more</u> of initial margin and **MEZ** is not in a position to verify, as to whether the customer is obliging to his/her call margin, then **MEZ** may with or without notice to the customer and in such manner as it thinks fit, <u>close any spot currencies</u> <u>contract</u>.

(11.2) Without limiting the generally of the foregoing the customer agrees that **MEZ** may close any spot currencies contract in the following events:

(a) where the customer is a corporation and a receiver is appointed over its undertaking or any part thereof by any person or any compromise or arrangement is proposed or made between the customer and its creditors or any of them or any class of them or if an application is made to any court for an order summoning a meeting of creditors of the customer or an order is made a resolution passed or petition presented for the winding up or dissolution of the customer or if the directors of the customer pass the resolution that in their opinion the customer cannot any longer continue in its business.

(b) where the customer is a natural person and

- he ceases or threaten to cease any business or
- he commits and not of bankruptcy or
- a receiver is appointed over his property or business or
- he becomes of unsound mind or
- he dies

(c) where the customer fail to pay MEZ on the due date any money owing under this agreement.

(d) Pursuant to clause 9.4 of this agreement.

(12) TERMINATION

Without limiting the rights of **MEZ** herein contained, this agreement may be terminated by either party or written notice to the other party.

(15) CONTINGENT AGREEMENT

This agreement shall be a continuing agreement and all provisions of the customer's contractual relationship shall survive any changes or succession in the business of MEZ.

(16) ASSIGNMENT

This agreement shall be a continuing agreement and all provisions of the customer's contractual relationship shall survive any changes or succession in the business of MEZ. This agreement (unless otherwise expressly provided to the contrary) including the customer's obligation hereunder shall be binding upon and ensure to the benefit of the customer and MEZ provided that the customer <u>shall not assign</u> any of the customer's right or obligations hereunder without the prior consent in writing of the MEZ.

(17) WAIVER

- The parties agree that no waiver of any provision of this agreement shall be deemed a waiver of any other provision, not a continuing waiver of the provision or provisions so waived.
- <u>No act, omission to act or forbearance</u> by MEZ shall be or be deemed to be waiver by MEZ of any of its rights against the customer or against deposits or other property of the customer on hand with MEZ and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof, and each of MEZ,'s rights, powers and remedies shall continue in full force and effect until such rights, powers and remedies are specified waived by an instrument in writing executed by an Authorized Manager or Agent and this Agreement shall continue in force until its termination by the customer is acknowledged in writing by an Authorized Manager or Agent or until written notice or termination by MEZ shall have been mailed to the customer's address last given to MEZ,.
- The enforcement of any right hereunder shall not operate as any waiver, relief or discharge of any deficit or debit balance which may occur in the customer account.

(18) NOTICES

All communication including **Margin Calls** may be sent to the customer at the customer's address or e-mail given to **MEZ** or at such other addresses as the customer may hereafter give to **MEZ** in writing, and all communications so sent, whether in writing, by telephone, e-mail, messenger or otherwise shall be deemed to be given to the customer personally, whether actually received or not.

(19) ARBITRATION

In the event of any dispute or difference arising between the parties as to the construction of this agreement or of the rights, duties or obligations, by the parties or of any matters arising out of or concerning the same or under any spot currencies contracts every such dispute and difference shall be referred to arbitration in accordance with the provisions of the Arbitration Act and its amendments or any statutes for the time being replacing, extending or modifying the same.

TRADING AUTHORIZATION

To: MEZ Capital Limited

I, the undersigned, hereby appoint MEZ,'s agent as my trading account's agent attorney to buy and sell (including short sales) at any time and from time in its absolute discretion spot currencies contracts at their spot rates for the undersigned's account and to manage any account or accounts held by me which I may open with you.

The undersigned hereby agrees to indemnify and hold you harmless from all costs (including legal) due to losses, indebtedness and

Liabilities arising from all and any such dealings affected by MEZ,'s agent on behalf of the undersigned which shall bind the undersigned absolutely, the undersigned hereby expressly acknowledge the total absence of any actual or imputed connection or relationship whatsoever between you and the aforesaid agent in the implementation of all or any or the powers conferred hereby.

In all such purchase and sales, you are authorized to follow the instructions of the aforesaid agent in every respect concerning the undersigned's account with you and except its herein otherwise provided he is authorized to act for the undersigned in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases and sales as well as with respect to all other things necessary or incidental thereto except that he is not authorized to withdraw any money, securities, or other property either in the name of the undersigned or otherwise.

The undersigned shall at all times maintain with you in such form as you may require, such margins or deposits of value satisfactory to you in excess of the amount of indebtedness of obligations to you of the undersigned and which amount may be greater than the originally required amount. The undersigned hereby ratifies and confirm all and any transactions with you heretofore or hereafter made by the aforesaid agent on behalf of or for the account of the undersigned.

The undersigned further confirms that the aforesaid agent may appoint and remove at pleasure any substitute under him with the same or more limited powers for all or any of the purpose matters conferred hereby and contained herein.

The authorization and indemnity is in addition to and in no way limits or restricts any rights which you may have under any other agreement or agreements between you and the undersigned, and in particular under the Customer's Agreement entered into with you by the undersigned.

This authorization and indemnity is a continuing one and shall remain in full force and effect until and unless revoked upon the happening of any of the following events:

- 1. The receipt by you at your principal place of business, by registered post of a notice revoking this Authorization such notice to give the name and address of the person whom thereafter you are to accept instructions upon the same terms.
- 2. The sending to me in the same manner of a notice from the aforesaid Agent resigning his appointment hereunder.
- 3. The receipt by you in the same manner from the said Agent of a notification in writing informing you of the death of the undersigned.

Such revocation shall not affect any liability in any way resulting from transaction initiated prior to such revocation and in the event of any dispute as to whether or not any such revocation has properly been communicated to you and your statement as to the date of the receipt (if any) of such revocation shall be finial. This authorization and indemnity shall be applicable to your beneficiaries and that of your successors and assigns.

BETWEEN MEZ CAPITAL LIMITED

A duly incorporated company having its registered office at BTS Shabolovka 34, Shabolovka 34, St, 34, 115419 Moskva, Russia. (hereinafter together with its officers, employees and correspondents called **MEZ**,) of the one part. AND me/us (hereinafter together with its permitted successors and/or assigns called the "**Customer**") of the other part.

WHEREAS:

- 1. **MEZ**, is in the business of arranging and concluding spot Currencies and spot commodities (as defined herein).
- 2. Spot currencies are traded by **MEZ**, at interbank spot rates and are subjected to the statutory enactment and **rules in force in the relevant** <u>overseas jurisdictions</u>.
- 3. The customer wishes to trade in spot Currencies.

In order that **MEZ** may facilitate entrance by the customer into the trading of spot currencies the parties have agreed to enter into this Agreement on the terms and conditions contained herein.

I/We hereby acknowledge that I/We had agreed and fully understood **all** the terms and conditions stated in the web page (www.MEZ,xonline.com) provided by **MEZ**. I/We shall not hold any other parties concerned responsible from any disputes which may arise.

RISK DISCLOSURE STATEMENT

The customer acknowledges that the contents of the statement below have been read and understand by the customer:

- 1. Upon the advice of **MEZ** and in view of the fact that the risk of loss in trading spot currencies contracts can be substantial the customer has carefully considered such trading and has determined that trading in spot currencies contracts is in the interests of the customer.
- 2. The customer has also been advised by **MEZ** that in considering whether to trade, the customer should be aware of the following:
- 3. The customer may sustain a total loss of the deposit and margin calls that the customer has paid to MEZ for the credit of the customer account. If the market moves against the customer's position, the customer may be called upon by MEZ to make further margin calls on short notice in order to maintain the customer's position and if the customer does not provide the required margin calls within the prescribed time, MEZ is entitled to liquidate the customer account and the customer will be liable for any deficit as result thereof.
- 4. The customer may place stop-loss orders with **MEZ** to liquidate the customer's position when the market reaches the price which the customer has specified.
- 5. Placing contingent orders, such as stop-loss orders or stop-limit orders will not necessarily limit the customer's losses to the intended amount, since market condition may make it impossible to execute such orders.
- 6. A spread position may not be less risky than a simple long position or short position.
- 7. The high degree of leverage that is often obtainable in spot currencies trading because of small margin requirements can work against as well as for the customer. The use of leverage can lead to large losses as well as gains.

ELECTRONIC TRADING SYSTEM'S AGREEMENT

MEZ Capital Limited's Electronic Trading System Agreement with the customer: Risk Disclosure Statements of Electronic Trading System

- If the Customer undertakes transactions on an electronic trading system, the Customer 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 the Customer's order is either not executed according to The Customer's instructions or is not executed at all. The Customer's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms.
- 2. The Customer acknowledges that the Internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond MEZ,'s control. The Customer acknowledges that, as a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delay in the execution of Instruction and/or the execution.

Information Services

MEZ may from time to time provide Customer(s) with information as part of the **MEZ**,'s **ET Service** including without limitation, research reports, commodities, exchange and trading analysis, markets quotes, news and data. Any information provided is the property of **MEZ**, a Group Company or third party information vendors, and is protected by copyright. The Customer shall not distribute or commercially exploit the information in any manner. Any information provided is not intended to and does not constitute an offer to sell or the solicitation of an offer to buy or subscribe for any investment and **MEZ** does not assume any responsibility for the suitability of any investment or any investment strategy for the Customer. The investments referred to in any information provided may not be eligible for sale in some jurisdictions. Any information, warranty or guarantee is made or given by **MEZ** or any other person as to the accuracy, reliability, reliability or completeness of any information provided. Any information provided on the **MEZ**,'s **ET Service** (or otherwise) is (unless otherwise indicated) only made as of the data indicated, and is subjected to change or cessation without notice.

MEZ,'s ET Service

- a) The Customer expressly consents to **MEZ** using the Internet as a media to communicate with or transmit data or documentation to The Customer.
- b) The Customer acknowledges that the Customer is the sole authorized user of the Service in respect of the Account and shall take all reasonable steps to ensure only the Customer inputs instructions through MEZ,'s Mail or otherwise. The Customer undertakes to keep the Logon Name and Password confidential and not to disclose them to any person save as expressly provided in the Agreement or the Trading Procedures. According all Instructions shall be treated as given by the Customer. Neither MEZ nor it Representatives; shall not have any liability to the Customer in respect of any unauthorized instruction not resulting from the willful default or negligence of MEZ.
- c) The Customer acknowledges that the MEZ,'s E-Services, MEZ,'s Mail or MEZ,'s website and the software comprised in them are proprietary to MEZ. The Customer undertakes that shall not attempt to tamper with modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of the Service, MEZ,'s Mail or MEZ,'s website or any of the software comprised in them.

The Customer undertakes to notify **MEZ** immediately if:

- an Instruction has been placed through the **MEZ**,'s **ET Service** and the Customer does not receive an Instruction reference number;
- an Instruction has been placed through the MEZ,'s ET Service and the Customer does not receive an
 accurate acknowledgment of the Instruction or of its execution (whether by hard copy, electronic or
 verbal means);
- the Customer receives acknowledgement (whether by hard copy, electronic or verbal means) of a Transaction which is inconsistent with an Instruction or in respect of which Customer has not made an Instruction; or
- the Customer becomes aware of any unauthorized use of the Customer's Logon Name and Password

The Customer agrees that, if the Customer fails to notify **MEZ** as soon as practicable when any of the above situations occurs, neither **MEZ** nor its directors, officers, employees or Agents will not have any liability to the Customer, or to any other person whose claim may arise through **MEZ**, for any claims with respect to the handling, mishandling or loss of any Instruction.

e) The Customer agrees to comply with **MEZ**,'s Trading Procedures as a condition of its access to and use of the **MEZ**,'s **ET Service**. In the event of any conflict between these items and conditions and the Trading Procedures, the former shall prevail.

TERMS AND CONDITIONS OF RISK MANAGEMENT OF MARGIN TRADING

DEFINITION

New Balance = the latest amount of the account that has not calculate the floating profit or loss Margin Required = the amount of the account that subject to the opening or locking positions Equity = the Balance of the account that has including all the floating profit and loss

Maintenance Deposit

All trading account should maintain the equity **<u>not less than 70%</u>** of the Margin requirement of the opening or locking positions.

E D 70% N

Margin Call

Refer to the rules of deposit maintenance, if any trading account appears **E is less than 70%N**, there would be a <u>MARGIN CALL</u> occurred. Client should deposit additional deposit to the account in order to maintain the equity of the account not less than the amount of Margin Requirement.

Top up deposit to: **E** D **N**

RULES

When a Trading account is <u>Margin Called</u>, the client should deposit the enough amount of Margin to the appointed bank account of our company before 16:00 (GMT) of the next trading day. If the client fails to deposit the called amount before the deadline, the company has the right to lock or to liquidate all the/ part of the opening positions of that account in the afternoon session of the market. All lost may occurred by that actions should be sustained by the client.

Auto Lock

During the market trading time, any account that has opening position in the account, <u>and the equity is</u> <u>lower than or equal to 30%</u> of the necessary deposit of the account, there would be an **Auto lock** action taken (an equal volume of opposite side of open position would be made automatically) by the **Computer Auto Risk Control System**, to protect and control the risk of all trading accounts.

When **E** D **30% N = Auto Lock**

 ${\sf I}$ / We acknowledge that ${\sf I}$ / We have read the above Terms and conditions from ALL pages. ${\sf I}$ / We fully understand the contents and agree to them.