



អាស៊ីបាត ហ្គោល អ៊ីវេស្តម៉េន ភី.អិល.អិល.  
ASKAP GOLD INVESTMENT CO., LTD.

**CUSTOMERS TRADING AGREEMENT**



## INDIVIDUAL OPENING ACCOUNT DOCUMENTATION

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## **INSTRUCTIONS**

ASKAP GOLD INVESTMENT CO., LTD. hereinafter "AGI"

Carefully read through all this Customer Trading Agreement for individual opening account at Askap Gold Investment Co., Ltd. (AGI), this is an Online Customer Trading Agreement, once the Customer(s) agree to this agreement and submit the account registration form, the Customer(s) is bound to this Customer Trading Agreement and its Trading Terms and Conditions.

Opening Account Processing :

1. Once Customer(s) approve and agree to the Customer Trading Agreement, and register a trading account by filling all the necessary data in the application form by electronic/typing, and assuming all the information requirement are satisfied, Askap Gold Investment Co., Ltd. will examine your application.
2. Once Customer(s) application approved we will establish an account for you, and will forward you the account detail to your attention email along with the wiring information.
3. Once funds are wired and the Customer(s) report the funds wire to Askap Gold Investment Co., Ltd. and the funds are received, we will activate your account and send your trading password to your attention email. Your password is strictly confidential and we are not responsible if you give your password to anyone else.
4. Once funds are deposited in the Customer(s) account, Askap Gold Investment Co., Ltd. will send your deposit confirmation to your attention email. The client trading account will be activated within one business day to commence trading.

**\*\*\* Please note that the Customer Trading Agreement and the Trading Terms and Conditions must be read reviewed carefully.**



## **PROCEDURES FOR OPENING INDIVIDUAL TRADING ACCOUNT**

1. To aid the government's fight against the funding of terrorism and money laundering activities, requires all financial institutions to obtain, verify and record information that identifies each person who open an account (trading account).
2. Carefully fill in the online account registration form. Make sure all data is complete, accurate, clear and readable, then submit the registration form after you have checked the agreement confirmation checkbox.
3. 3. Make sure that your email address is entered correctly. The invalidity of your email address may result in to not receiving your new account confirmation, login and password.
4. The residence address must be in detail (Street name and number, postal code, city, country).
5. Your contact information must be valid in order for us to reach you when there is an urgent need.
6. The contracting party is the Customer.
7. The beneficial owner is the person who is benefitting from the investment (most of the time it is the customer or client him/herself).
8. This agreement is purely for online trading. By checking the declaration checkbox and submitting the form, you confirmed that you have understood the agreement and agree to trade with us.
9. PLEASE NOTE ALL APPLICATIONS MUST BE ACCOMPANIED BY:  
a photocopy of your ID Card or Passport incorporating a photo and signature. The Identification Documents must be: valid and clear copies.
10. Upon processing of the account application, you will be contacted via email. Please ensure application is complete and legible to avoid errors or delays in processing.

**Any person who, knowingly and with intent to defraud Askap Gold Investment Co., Ltd. (AGI) or its affiliates, submits an account application or other information containing any materially false information or conceals, for the purpose of misleading, information concerning any related fact material, commits a fraudulent act, which is a crime which may subject such person to criminal prosecution and the imposition of criminal and civil penalties. If you intentionally provide us with any false or misleading information and we suspect fraud, we will communicate the facts surrounding your communication to us to relevant national, state and local law enforcement authorities.**



## **CUSTOMER ACKNOWLEDGEMENT**

### **Communications**

I, the acknowledged Customer request from Askap Gold Investment Co., Ltd. to send all correspondence mail through the electronic mail (email), including daily statement, account information, or any other important letters.

### **Beneficial Owner Verification**

I, the acknowledged Customer hereby declare that to be the only beneficial owner of the assets being involved in the business relationship with Askap Gold Investment Co., Ltd. I declare that all of the information provided in the online account application form is true, correct, complete and not misleading in any aspect.



## **RISK DISCLOSURE STATEMENT**

The Customer(s) requires be aware of the risks involved in trading Over The Counter (OTC) market. This statement does not disclose all of the risks and other significant aspects of trading futures, leveraged foreign exchange, stock index, CFD (contracts for difference) and commodities (such as Gold, Silver, and Crude Oil). In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationship) into which you are entering and the extent of your exposure to risk. Trading in futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) may not be suitable for many members of the public. You may sustain losses in excess of your initial margin funds.

Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore carefully consider whether such trading is suitable in light of your own financial position and investment objectives. In considering whether to trade, you should be aware of the following:

### **1. Off-exchange transaction and limited liquidity**

Futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) transaction are conducted not on a regulated futures or commodities (such as Gold, Silver, and Crude Oil) exchange, but through an over the counter (OTC) "spot market" or "futures market" that is often referred as the "inter-bank system". This system consist of a large network bank, clearinghouses and other institutional participants that futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) positions with other members of the network. In a errantly unregulated environment of this sort, there can be no guarantees of the credit worthiness of the counter party to any particular futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) transaction executed on your behalf by Askap Gold Investment Co., Ltd. Every reasonable attempt will, however, be made by Askap Gold Investment Co., Ltd. to deal exclusively with reputable and credit worthy banks, clearinghouses and other institutional network participants in executing and hedging your futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) may cease entirely, thereby precluding the liquidation position in that futures, leveraged foreign exchange, stock index CFD and commodities (such as Gold, Silver, and Crude Oil) held by you, which may result in a substantial financial loss in your Account.

### **2. Trading on Margin is very risky**

Futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) trading is highly speculative and is suitable only for those who (i) understand and are willing to assume the economic, legal and other risks involved, and (ii) are financially able to assume losses significantly in excess of margin or deposits. Foreign currency prices are highly volatile. Price movements of futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) are influenced by, among other things, interest rates, changes in balance of payments and trade, domestic and international rates of inflation, international trade restrictions and currency devaluations and revaluations. For example, there can be serious market disruptions if economic or political events locally or overseas affect the market. It is not possible to foresee all risks in advance. You represent, warrant and agree that you understand these risks; that you are willing and able, financially and otherwise, to assume the risks of futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) trading and that the loss of your entire Account balance will not change your life style. You recognize that guarantees of profit or freedom from loss are impossible of performance in OTC trading. You acknowledge that you have received no such guarantees from AGI or from any of its representatives or any introducing agent or other with whom you are conducting your AGI account and have not entered into this customer trading agreement inconsideration of or in reliance upon any such guarantees or similar representations.



### **3. Effect of "Leverage" or "Gearing"**

Transactions in futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) carry a high degree of risk. The amount of initial margin is small relative to the value of the futures leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) contract so that transactions are "leveraged" or "geared". The high leverage and low margin can result in significant losses due to price changes in futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) market. A relatively small market movement will have a proportionately larger impact on the funds that you have deposited or will have to deposit; this may work against you as well as for. You may sustain a total loss of initial margin funds and any additional funds deposited with "AGI" to maintain their 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, your position may be liquidated at a loss and you will be liable for any resulting deficit.

### **4. Risk-reducing orders or strategies**

The placing of certain orders (e.g., "stop-loss" orders or "stop-limit" orders) that are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. At times, it is also difficult or impossible to liquidate a position without incurring substantial losses. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

### **5. Terms and conditions of contracts**

Customer should ask about the terms and conditions of the specific futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) contract which you are trading and associated obligations e.g., the circumstances under which you may become obligated, under extraordinary circumstances, to make or take physical delivery of the underlying interest of a futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) transaction and, in respect of options, expiration dates and restrictions on the time of exercise of the full currency value).

### **6. Suspension or restriction of trading and pricing relationships**

Market conditions (e.g., lack of liquidity) and/or the operation of the rules of certain markets (e.g., suspension of trading in any futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) contract because of government intervention or "circuit breakers") may increase the risk of loss by taking it difficult or impossible to effect transactions or liquidate/offset positions.

### **7. Limitation of liability (risk of loss)**

All transactions affected for Customer's Account and all fluctuations in the market prices of the futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) transactions carried in Customer's Account are solely at Customer's risk and Customer shall be solely liable therefore under all circumstances. Customer represents and warrants that Customer is willing and financially able to sustain such losses, and that the trading are suitable for Customer. "AGI" is not responsible for the delays in the transmission, delivery or execution of Customer's orders due to malfunctions of communications facilities or systems or other causes beyond Askap Gold Investment Co., Ltd.'s reasonable control or anticipation. "AGI" shall not be responsible for the actions or non-actions of agents selected by "AGI" in good faith or appointed at the request of Customer, whether such action and/or non-action amounts to negligence or inability on the part of the relevant agent.

### **8. Deposited cash and property**

Customer 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 had 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.



**9. Commission and other charges**

Before Customer begin to trade, you should obtain a clear explanation of all commissions, fees, cross currency, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) overnight interest debits, mark-ups, mark-downs and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

**10. Transactions in other jurisdictions**

Futures, leveraged foreign exchange, stock index, CFD and commodities (such as Gold, Silver, and Crude Oil) transactions executed in other jurisdictions 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 inquire about any rules relevant to your particular transactions. Your local regulatory authority, if any, 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.

**11. Currency, Stock Index, CFD (Contact for Different) and Commodities risks**

The profit or loss in transactions in foreign currency, stock index, CFD and commodities (such as gold, silver and crude oil) - denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates, stock index, CFD and commodities (such as gold, silver and crude oil) where there is a need to convert from the currency denomination of the contract to another currency.

**12. Trading facilities**

Futures, leveraged foreign exchange, stock index, CFD and commodities (such as gold, silver and crude oil) contracts are not traded on a regulated market and therefore do not require open-outcry facilities. The electronic trading facilities through which futures, options, leveraged foreign exchange, stock index, CFD and commodities (such as gold, silver and crude oil) contracts are primarily traded are supported by computer based component systems for the order-routing, execution or matching 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 bank and/or financial institution. Such limits may vary; you should ask the firm with which you deal for details in this respect.

**13. Pricing information**

Customer acknowledges: (i) any information communicated to Customer by AGI or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to enter into an Futures, leveraged foreign exchange, stock index, CFD and commodities (such as gold, silver and crude oil) transaction, (ii) such information, although based upon information obtained from sources believed by AGI to be reliable, may be incomplete and may be unverified, and (iii) AGI makes no representation, warranty or guarantee as to, and shall not be responsible for the accuracy or completeness of any information furnished to Customer. Customer acknowledges that AGI and/or its officers, directors, affiliates, associates, members or representatives may have a position in or may intend buy or sell futures, leveraged foreign exchange, stock index, CFD and commodities (such as gold, silver and crude oil), which are the subject of market information furnished to Customer. Customer acknowledges that AGI makes no representations concerning the tax implications or treatment of transactions.





#### 14. **Electronic trading**

Trading on a particular electronic trading system may differ not only from trading in the interbank market but also from trading on other electronic trading systems. If you undertake transaction 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.

##### **Disclaimers:**

- a) Internet failure ASKAP GOLD INVESTMENT CO., LTD. does not control signal power, its reception or routing via Internet, configuration of your equipment or reliability or its connection, we cannot be responsible for communication failures, distortions or delays when you trade on-line (via Internet).
- b) Market risks and on-line trading:  
Trading futures, leveraged foreign exchange, stock index, CFD and commodities (such as gold, silver and crude oil) involves substantial risk that is not suitable for everyone. See Customers Trading Agreement for more detailed description of risks. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with futures, leveraged foreign exchange, stock index, CFD and commodities (such as gold, silver and crude oil) trading.
- c) Password protection:  
Customer is obligated to keep passwords secret and ensure that third parties do not obtain access to the trading facilities. Customer will be liable to ASKAP GOLD INVESTMENT CO., LTD. for trades executed by means of the Customer's password even if such use may be wrongful.
- d) Quoting errors:  
Should a quoting error occur due to a mistype of a quote or an erroneous/misquote given by electronic, AGI is not liable for any resulting errors in account balances and reserves the right to make necessary corrections or adjustment on the Account involved. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value, as determined by AGI, in its sole discretion, of the relevant price at the time such an error occurred. Customer must review and report immediately errors on confirmations and statements. Failure to notify AGI immediately of any error or omission will bind Customer to the terms of such confirmation or statement, as the case may be.

#### **ACKNOWLEDGMENT OF THE ABOVE RISK DISCLOSURE STATEMENT**

**I, the acknowledged Customer, have read thoroughly and fully understood the Risk Disclosure Statement above prior to executing the within Customer Trading Agreement.**



## **CUSTOMER TRADING AGREEMENT**

Please carefully read this legal customer trading agreement.

This Online Customer Trading Agreement (the "agreement") sets forth the terms and conditions governing your Account at ASKAP GOLD INVESTMENT CO., LTD. whereby in this Trading Agreement is referred to as "ASKAP GOLD INVESTMENT CO., LTD." or "AGI". On the other hand, the other party executing this Customers Trading Agreement as Customer(s)/Client(s) is referred to as "Customer" or "You". The principal purpose of this Customer Trading Agreement is to provide you, Customers, with certain basic background facts concerning your Account with ASKAP GOLD INVESTMENT CO., LTD. and the transactions that you contemplate conducting therein.

In connection with applying to open a Trading Account with AGI providing services to Customer in connection to engage in transactions with relating to purchase and/or sale of futures, options, foreign currencies (hereinafter referred to as "leveraged foreign exchange"), contract for differences (hereinafter referred to as "CFD"), stock index futures (hereinafter "leveraged foreign exchange"), contract for differences (hereinafter refer red to as "CFD"), stock index futures (hereinafter referred to as "Stock Index"), gold, silver and oil (hereinafter referred to as "Commodities") executed in the inter-bank foreign exchange market or otherwise in the Forex, CFD, stock index futures and commodities spot market. Customers hereby acknowledge that he, she or it has been advised of and understands the following pertinent factors concerning futures, leveraged foreign exchange, stock index, CFD and commodities transaction as conducted in such an Account, in addition to those described in this Customer Trading Agreement and the Risk Disclosure Statement appended thereto:

1. ASKAP GOLD INVESTMENT CO., LTD. margin policies and/or the margin policies of those banks, clearing houses and other institutions with which futures, leveraged foreign exchange, stock index, CFD and commodities contract of Customer's Account hedged may require that additional funds be provided from time to time to properly margin Customer's Account and , in such circumstances, Customer will be obligated to meet such margin requirements immediately or within a short period of time. Failure to meet margin calls timely may result in the liquidation of all open position in Customer's Account with a resultant loss that may be substantial.
2. Customer must carefully review the reports relating to trading in Customer's Account prepared and sent to Customer by AGI. Any discrepancies of the Customer's reports must report within such three(3) day period to ASKAP GOLD INVESTMENT CO., LTD. through email.
3. Customer has considered thoroughly and understands fully Customer's obligations and rights under the following Customer Trading Agreement, including for this purpose the collateral documents entered into by the parties in connection therewith, will exclusively govern Customer's relationship with AGI, except to the extent to the applicable laws, rules and regulations are inconsistent with the term thereof.
4. Customer has considered thoroughly and understands fully Customer's obligations and rights under the following Customer Trading Agreement, including for this purpose the collateral documents entered into by the parties in connection therewith, will exclusively govern Customer's relationship with AGI, except to the extent to the applicable laws, rules and regulations are inconsistent with the term thereof.

Customer agrees and acknowledges that Customer alone is fully responsible of making all final decisions as to futures, leveraged foreign exchange, stock index, CFD and commodities transaction executed for Customer's Account. Customer has considered the foregoing factors and in view of Customer's present and anticipated financial resources Customer is willing and able to assume the substantial financial risk attendant on futures, leveraged foreign exchange, stock index, CFD and commodities transactions. Customer agrees and acknowledges with ASKAP GOLD INVESTMENT CO., LTD. (AGI) as follow :



## **1. AUTHORIZATION**

Customer authorizes AGI to purchase and sell futures, leveraged foreign exchange, stock index, CFD and commodities contracts for the Customer's account in accordance with Customer's oral or written or online/electronic (internet) instructions of Customer, AGI shall be authorized to execute all futures, leveraged foreign exchange, stock index, CFD and commodities market purchase and sale orders placed with it by Customer and hedge such transactions with such counter party banks, clearing houses and/or other financial institutions participating in the futures, leveraged foreign exchange, stock index, CFD and commodities as AGI deems appropriate in its sole and absolute discretion. All futures, leveraged foreign exchange, stock index, CFD and commodities market purchase and sale transactions conducted in Customer's Account with AGI under this Customer Trading Agreement (the "agreement"), shall be in conformance with the trading terms and conditions of the Contract Specifications, Margin Deposit and Withdrawal Policies, and Trading Procedures, the contents of which are hereby incorporated herein by this reference.

## **2. GOVERNMENTAL, COUNTERPARTY, INSTITUTION AND INTER-BANK SYSTEM RULES**

All transactions shall be subject to the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations of the exchange, board of trade, contract market of other market (and its clearing house, if any) where executed. If any statute, rule or regulation shall hereafter be adopted by any governmental authority, exchange, board of trade, clearing house, or self regulatory organization which shall be binding upon AGI and shall be inconsistent with or otherwise affect in any manner 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 all such provisions as so modified shall in all respects continue in full force and effect during the term hereof. Customer hereby acknowledges that all futures, leveraged foreign exchange, stock index, CFD and commodities transactions conducted in the Account shall be subject to the aforementioned legal and regulatory and commodities transactions conducted in the Account shall be subject to the aforementioned legal and regulatory requirements, but that Customer shall not thereby be given any private right of action or any other independent legal or contractual rights with respect to the enforcement of such requirements.

## **3. MARGIN DEPOSIT REQUIREMENTS**

Customer shall deposit to and maintain with AGI margin in such amount and in such forms as AGI, in its sole and absolute discretions, from time to time may determine. Such margin requirements established by AGI may be exceed or lesser than the amount of margin required by any counter party utilized by AGI to hedge any particular futures, leveraged foreign exchange, stock index, CFD and commodities transaction. AGI may change the applicable margin requirements at any time and for any reason. Customer agrees to deposit by wire transfer or bank/cashier's check such additional margin when and as required by AGI, and will promptly meet all margin calls made against the Account in such mode of transmission as AGI shall in its sole and absolute discretion designate, provided, however, that notwithstanding the tendency of any such demand for additional margin, AGI may at any time proceed to liquidate Customer's Account in accordance with section 7 below, and any failure to proceed shall not be deemed a waiver of any rights by AGI. No previous margin requirement as maintained by AGI shall preclude AGI from increasing that requirement without prior notice. AGI shall not be liable to Customer for the loss of any margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship or assignment for the benefit of creditors of any bank, another clearing broker, exchange, clearing organization or similar entity.

## **4. ACCEPTANCE AND EXECUTION OF ORDERS**

AGI expressly retains the absolute right to limit the number of open positions that Customers may acquire or maintain in the Account, and otherwise to refuse or reject, in its sole and absolute discretion, any orders for futures, leveraged foreign exchange, stock index, CFD and commodities transactions that Customer may attempt to place in the Account. AGI shall attempt in good faith to efficiently execute all futures, leveraged foreign exchange, stock index, CFD and commodities transactions orders of Customer which AGI in its sole and absolute discretion, chooses to accept, in accordance with the oral or written or online/electronic (internet) instructions of Customer as applicable. Customer hereby expressly acknowledges that prices for



futures, leveraged foreign exchange, stock index, CFD and commodities contracts in the market (as purchased or sold, or subject to purchase or sale, in such market (futures, leveraged foreign exchange, stock index, CFD and commodities contracts) may vary substantially from participant to participant, and from minute to minute, and that it may consequently prove impossible to execute market orders at even an approximation of prices quoted by certain market participants at the time that an order for a futures, leveraged foreign exchange, stock index, CFD and commodities transaction is executed for the Account.

#### **5. AUTOMATIC ROLLOVER AND VOLUNTARY LIQUIDATION OF ACCOUNT POSITIONS**

Except as otherwise provided herein, or in the Trading Procedures as in effect from time to time, unless Customer provides to AGI written or oral or online/electronic (internet) instructions to liquidate an open futures, leveraged foreign exchange, stock index, CFD and commodities position in the Account (each, a "futures, leveraged foreign exchange, stock index, CFD and commodities Position") in accordance with the subsequent provisions of this section 5, that position will be automatically rolled-over as an open position in the Account to the next business day, successively, subject at all times to the right to AGI, in its sole and absolute discretion, to liquidate said position in accordance with the provisions of this Agreement, including, without limitation, the provisions of Section 7 below. A futures, leveraged foreign exchange, stock index, CFD and commodities position in the Account may be settled or liquidated at any time by means of either (i) entering into an offsetting future, leveraged foreign exchange, stock index, CFD and commodities transaction or (ii) making or taking delivery of the specified quantities of futures, leveraged foreign exchange, stock index, CFD and commodities In order to liquidate and open futures, leveraged foreign exchange, stock index, CFD and commodities position in the Account by selling or purchasing, as applicable, an equal and opposite offsetting futures, leveraged foreign exchange, stock index, CFD and commodities Contract, the oral or written or online/electronic (internet) instructions must be given to AGI by Customer. Alternatively, in order to liquidate and open futures, leveraged foreign exchange, stock index, CFD and commodities position in the Account by means of delivering, or taking delivery, of the underlying currency, the oral or written or online/electronic (internet) instructions to this effect must be given to AGI, together with sufficient funds and all documents necessary to effectuate this mode of settlement.

#### **6. COLLATERAL AND SECURITY; HYPOTHECATION AGREEMENT**

- a) All funds, securities, futures, leveraged foreign exchange, stock index, CFD and commodities contracts, and other property of Customer which AGI or its affiliates may at any time be carrying for Customer (either individually, jointly with others, or as a guarantor of the Account of any other person), or which may at any time be in its or their possession or control or carried on its or their books for any purpose, including safekeeping, whether or not held in the Account, are to be held by AGI as security for the full performance by Customer of Customer's obligations hereunder, and shall be subject to a general lien in favor of AGI and right or set off for all liabilities of Customer to AGI, from time to time, AGI in its sole discretion, without prior notice to Customer, apply and/or transfer any or all funds or other property of Customer between or among any of Customer's Accounts with AGI.
- b) All property carried for Customer by AGI shall be segregated, Customer hereby grants to AGI the rights to pledge, re-pledge, hypothecate, re-hypothecate, or invest, either separately or with the property of other Customers, any securities or other property held by AGI for the accounts of Customer or as collateral thereof, including without limitation to any exchange or clearing house through which trades of Customer are executed. AGI shall be under no obligation to pay to Customer or account for any interest, income or benefit derived from such property and funds or to deliver the same securities or other property deposited with or received by AGI for the account of Customer. AGI may deliver securities or other property of like or equivalent kind or amount.

#### **7. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES**

In the event of (a) the death or judicial declaration of incompetence of Customer; (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 Customer, or the cessation of Customer's ability generally to pay Customer's obligations as they mature or become due; (c) the filing of a levy or an attachment against any of Customer's Accounts carried by AGI the margin deposited in the Account becoming insufficient to support the futures, leveraged foreign exchange, stock index, CFD and commodities positions maintained therein, or



AGI determination otherwise in its sole and absolute discretion that any margin deposited to the Account is inadequate, regardless of current market quotations, to secure the Account, whether or not a margin call is made on the Account, and whether or not the Trading Procedures call for AGI to make a margin call on the Account in circumstances then obtaining; (d) Customer's failure to furnish to any information requested pursuant to this Agreement; (e) the default by Customer on any pecuniary or other obligation to arising under this Agreement; or (f) any other circumstances or developments that lead to conclude in its sole judgment that there is a reasonable probability that Customer will not be able to discharge any such obligation timely or at all, may, in its sole and absolute discretion, immediately or at any time thereafter, take one or more, or any portion of, the following actions:

- a) satisfy any obligation Customer may have to AGI, either directly or by way of guaranty or surety ship, out of any of Customer's funds or property in AGI's custody or control;
- b) sell any long or purchase any short futures, leveraged foreign exchange, stock index, CFD and commodities Contracts or securities positions held or carried for Customer in the Account;
- c) cancel any of all outstanding orders or contracts, or any other unexecuted commitments, made on behalf of Customer; and
- d) otherwise take any other action for the purpose of liquidating all open futures, leveraged foreign exchange, stock index, CFD and commodities positions then held in the Account. Any of the above actions may be taken without demand for additional margin in the Account, without prior notice of sale or purchase or other notice to Customer, or Customer's personal representatives, heirs, executors, administrators, trustees, legatees, conservators or assigns, and regardless of whether the ownership interest shall be solely Customer's or held jointly with others. In liquidating Customer's long or short positions, AGI may, in its sole and absolute discretion in lieu of taking and off-setting position, initiate new long or short positions in order to establish a spread or straddle which in AGI's sole judgment may be advisable to protect or reduce the risk attendant on existing futures, leveraged foreign exchange, stock index, CFD and commodities positions in the Account. Any sales or purchases hereunder may be made according to AGI's judgment and at its discretion on any inter-bank, spot or other market or exchange where such business is then usually transacted, or at a public auction or private sale, and AGI may purchase the whole or any part of the property sold thereat free from any right of redemption by Customer.

#### **8. COMMISSIONS AND OTHER CHARGES**

Customer agrees to pay all such brokerage and commission charges and fees as AGI may establish and charge to the Customer's Account from time to time. Customers agreed to be liable and all other charges (including, without limitation, futures, leveraged foreign exchange, stock index, CFD and commodities overnight interest debits, Account transfer charges and other charges) and fees (including, without limitation, fees imposed by any bank, contract market or regulatory or self-regulatory organization) arising out of AGI's providing of services hereunder. AGI may at any time change its commission schedule, and increase or decrease the charges and/or fees payable hereunder and there under without notice.

#### **9. STATEMENTS AND CONFIRMATIONS**

Reports of the confirmation of orders and statements of the accounts of Customer shall be deemed correct and shall be conclusive and binding upon Customer if not objected to in writing within three(3) days after transmittal to Customer by electronic mail (email) or otherwise. Such written objection on Customer's part shall be directed to AGI's support email, and shall be deemed received only if actually delivered or emailed by Customer's registered email. Failure to so object shall be deemed ratification of all action taken by AGI or AGI's introducing Broker or agents prior to such reports being furnished to Customer.



## **10. COMMUNICATIONS**

Reports, statements, notices and any other communications given hereunder may be transmitted to Customer at the electronic mail address given above in the Account Application portion of this booklet, or to such other address as Customer may from time to time designate in electronic mail writing to AGI. All communications so sent, whether by mail, fax, courier, messenger or otherwise, shall be deemed transmitted by AGI when deposited or sent in our electronic mail, or, when received by a transmitting agent, and deemed delivered to Customer personally, whether actually received by Customer or not.

## **11. LIMITATION ON RESPONSIBILITIES AND LIABILITIES, COMMUNICATION DELAY**

Customer expressly agrees and acknowledges the AGI shall not be responsible for delays in the transmission of execution of purchase or orders, or otherwise be liable in any way to Customer for any failure to meet, or any delay in meeting, AGI's obligations under this Agreement, due to a breakdown or failure of transmission or communication facilities or internet facilities, electrical power outage, any event traditionally falling within the category of force majeure or any other cause beyond AGI's control or reasonable anticipation. Customer hereby expressly agrees and acknowledges that AGI shall also not be liable for any actions or inactions of any agent or IB and that AGI shall only be liable to Customer hereunder for its own actions or inactions, and only to the extent that such actions or inactions are ascribable to fraud or gross negligence on its part.

## **12. FUTURES, FOREIGN EXCHANGE, STOCKINDEX, CFD and COMMODITIES FLUCTUATION RISK**

Customer specifically acknowledges that all risks of futures, foreign exchange, stock index, CFD and commodity fluctuations as affecting the Account and the value of the spot futures, leveraged foreign exchange, stock index, CFD and commodities positions held therein shall be borne solely by Customer, and, in particular, acknowledges that:

- a) any profit or loss arising in the Account from a futures, leveraged foreign exchange, stock index, CFD and commodities transaction as a result of a fluctuation in the spot market for the underlying contract will be entirely for Customer's Account and risk; unless specifically otherwise authorized by AGI in an individual case;
- b) all initial and additional funds deposited into the Account for margin purposes shall be made in U.S. Dollars, in such amounts as AGI may, in its sole and absolute discretion, require; and
- c) AGI is authorized to convert funds held in Customer's Account for margin purposes in a currency other than U.S. Dollars from such foreign currency into U.S. Dollars at a rate of exchange determined by AGI in its sole and absolute discretion on the bases of the then prevailing spot market exchange rate.

## **13. RISK ACKNOWLEDGMENT - NO GUARANTEE OF PROFIT**

Customer hereby expressly acknowledges that an investment in futures, leveraged foreign exchange, stock index, CFD and commodities Contracts, is speculative, involves a high degree of risk and is appropriate only for persons who can assume a risk of loss substantially in excess of their margin deposit. Customer understands that, because of the low percentage margin deposit normally required in futures, leveraged foreign exchange, stock index, CFD and commodities trading, relatively insignificant price changes in futures, leveraged foreign exchange, stock index, CFD and commodities contracts purchased or sold for the Account may result in significant losses, which losses may substantially exceed the amount of Customer's entire margin deposit in the Account. Customer hereby expressly acknowledges that he is aware of the extreme volatility inherent in the trading of futures, leveraged foreign exchange, stock index, CFD and commodities Contracts. Customer warrants that Customer is willing and able, financially and otherwise, to assume the substantial risks of futures, leveraged foreign exchange, stock index, CFD and commodities trading, and in consideration of AGI's carrying the Account, Customer agrees not hold AGI responsible in any way for losses incurred as a result of Customer following any trading recommendations or suggestions of an independent Introducing Broker or Agent. Customer recognizes that no guarantees of profit or freedom from loss can be made by anyone with respect to futures, leveraged foreign exchange, stock index, CFD and commodities trading. Customer hereby expressly acknowledges that Customer has received no such guarantees from AGI, or from any of their respective representatives or any other person instrumental in Customer's opening of the Account with AGI, and Customer has not entered into this Agreement in



consideration of or in reliance upon any such guarantees or similar representations. Finally Customer understands that, in as much as futures, leveraged foreign exchange, stock index, CFD and commodities contracts are not traded on an organized exchange or contract market, the substantial investor protections applicable to trading in such contracts will not apply to the Account or the futures, leveraged foreign exchange, stock index, CFD and commodities transactions conducted therein for the benefit and at the risk of Customer. Customer also expressly acknowledges that he has received, read and understands the separate Risk Disclosure Statement relating to the risk in trading commodity contracts.

#### **14. NO LIABILITY FOR TRADING RECOMMENDATIONS**

Customer hereby expressly acknowledges that (i) any market recommendations and information that may be communicated to Customer by any independent Introducing Broker or Agent from time to time do not constitute an offer to sell or the solicitation of an offer to buy any futures, leveraged foreign exchange, stock index, CFD and commodities contract; (ii) any such recommendations and information, although based upon information obtained from sources believed by AGI is to be construed as merely a single individual's opinion, and any such information may well be incomplete and/or factually inaccurate; and (iii) AGI makes no representation, warranty or guarantee as to, and shall not be responsible in any way for, the accuracy or completeness of any information or trading recommendation furnished to Customer by any independent Introducing Broker or Agent in connection with the Account. Customer acknowledges that AGI and/or their respective officers, directors, partners, affiliates, associates, stockholders or representatives, may have a position in or may intend to buy or sell futures, leveraged foreign exchange, stock index, CFD and commodities which are the subject of market recommendations furnished to Customer in connection with the Account, and that the market positions of AGI, or any such officer, director, partner, affiliate, associate, stockholder or representative, may not be consistent with the recommendations furnished to Customer in connection with the Account by such persons. Customer acknowledges that AGI makes no representations concerning the tax implications or treatment of futures, leveraged foreign exchange, stock index, CFD and commodities contracts. Customer further acknowledges that, should Customer grant trading authority or control over the Account to a Designated Trading Agent pursuant to the Trading Authorization, whether on a discretionary or non-discretionary basis, AGI shall in no way be responsible for reviewing Customer's choice of such Designated Customer Agent nor for making any recommendations with respect thereto. Customer understands that AGI makes no representations or warranties concerning the Designated Customer Agent that AGI shall not be responsible for any loss to Customer or the Account occasioned by the action or inactions of the Designated Customer Agent, and that AGI does not, by implication or otherwise, endorse or approve of the trading methods of the Designated Customer Agent. If Customer gives the Designated Customer Agent authority to exercise any or all of its rights over the Account, Customer understands that Customer does so solely at Customer's own risk. Customer acknowledges that the provisions of this Section 14 are expressly intended to confer the rights of a third party beneficiary on AGI and, as applicable, the independent Introducing Broker or Agent utilized by Customer.

#### **15. CUSTOMER'S REPRESENTATIONS AND WARRANTIES**

Customer hereby represents and warrants to AGI that: (a) Customer is of sound mind, legal age and legal competence; (b) no person other than Customer has or will have any financial interest in the Account; (c) regardless of any subsequent determination to the contrary, Customer meets the financial requirements for futures, leveraged foreign exchange, stock index, CFD and commodities trading and is sophisticated in financial and investment matters; (d) all of the information provided in the Account Application portion of this booklet is true, correct, complete and not misleading in any respect, as of the date hereof and Customer agrees that he will promptly notify AGI in writing if any of the representations contained therein materially changes or ceases to be true and correct in any material respect; (e) Customer further represents that he/she is not an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange, any firm registered on any exchange, any futures commission merchant, any introducing broker, or any bank, trust, or insurance company, he will promptly notify AGI in writing of such employment.



## **16. TRADING LIMITATIONS**

AGI at any time in its sole and absolute discretion may limit the number of positions which Customer may maintain or acquire through AGI. Customer agrees not to exceed the position limits established by any futures, leveraged foreign exchange, stock index, CFD and commodities contract markets, Customer promptly advise AGI if required to file any reports on positions.

## **17. DISCLOSURE OF FINANCIAL INFORMATION**

Customer hereby represents and warrants that the financial information of Customer disclosed to AGI in the Account Application is a full and accurate representation of Customer's current financial condition. Customer hereby represents and warrants that in determining Customer's Net Worth, the Assets and Liabilities were carefully calculated, and Liabilities were then subtracted from Assets to determine the value that Customer has included in such financial information as Net Worth. Customer hereby represents and warrants that in determining the value of Assets, Customer included only cash and/or cash equivalents, and other marketable securities on a marked-to-market basis, real estate owned (excluding primary residence), the cash value of life insurance and other assets readily susceptible of objective valuation. Customer hereby represents and warrants that in determining the value of Liabilities, Customer Included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages (including on primary residence) payable and all other debts and quantifiable obligations. Customer hereby represents and warrants that in determining Liquid Assets, Customer included only those assets that can be quickly (i.e., within one day's time) converted to cash. Customer hereby represents and warrants that Customer has very carefully considered the portion of Customer's assets which Customer considers to be properly allocable to Risk Capital, i.e., the amount of money that Customer is willing to put at risk which, if lost, would not, in any way, change Customer's life style. Customer agrees to immediately inform AGI if Customer's financial condition changes in such a way as to reduce Customer's NetWorth, LiquidAssets and/or Risk Capital.

## **18. ABSENCE OF SIDEAGREEMENTS; UNAUTHORIZED TRANSACTIONS**

Customer hereby acknowledges that Customer has no separate agreements, written or oral, with AGI, any affiliate of AGI, or any employee of either, or any independent Introducing Broker or Agent, regarding trading in the Account, including, without limitation, (i) any agreement to guarantee profits or limit losses in the Account, or (ii) any agreement to share profits generated or losses incurred in the Account. Customer expressly agrees that Customer will notify AGI immediately in electronic mail (writing) as to any agreement of this type that Customer may hereafter be solicited to enter into. Further, Customer agrees that any representations made by anyone concerning the Account that differ from any statements Customer receives from AGI shall be brought to the attention of AGI immediately in electronic mail (writing). Customer understands that Customer must authorize specifically every futures, leveraged foreign exchange, stock index, CFD and commodities transaction in the Account prior to its execution. Customer hereby agrees to indemnify and hold AGI harmless from all damages and liability resulting from Customer's failure to immediately notify AGI of any of the occurrences referred to herein as requiring such notification.

## **19. NO WAIVER OR AMENDMENT**

No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both Customer and an authorized officer of AGI. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by AGI or any of its agents to assert its rights under this Agreement on any occasion or series of occasions.

## **20. GOVERNING LAW AND JURISDICTION**

This agreement and its enforcement and the rights and obligations hereunder of the parties hereto shall in all respect be governed by the laws of the British Virgin Island. No action, regardless of form, arising out transactions under this agreement may be brought by Customer more than one year after the cause of action arose. Wherever possible, each provision of this agreement shall be prohibited by or is invalid under such law, such provision shall be ineffective to the extent of this agreement.





## **21. BINDING EFFECT**

This Agreement shall be continuous in operation during its term, and shall cover, individually and collectively, all Accounts of Customer at any time opened or reopened with AGI, irrespective of any change or changes at any time in the personnel of AGI, or its successors, assigns, or affiliates. This Agreement, including all authorizations and collateral documents executed in connection therewith, shall inure to the benefit of AGI and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and the estate, executors, administrators, heirs, devisees, legatees, legal representatives, trustees, conservators, successors and permitted assigns of Customer. Customer hereby agrees not to assign the Account, or any interest therein, or encumber in any way any open futures, leveraged foreign exchange, stock index, AGI and commodities positions or the assets held therein, without the prior written consent of AGI.

## **22. TERM AND TERMINATION**

This Agreement shall continue in effect until terminated and may be terminated (i) by Customer at any time when Customer has no open future, leveraged foreign exchange, stock index, CFD and commodities positions in the Account and no liabilities held by or owed to AGI, upon the actual receipt by AGI at its home office of written notice of such termination, or (ii) at any time whatsoever by AGI upon the transmittal of written notice of such termination to Customer; provided, however, that such termination shall not affect any transactions previously entered into hereunder and shall not relieve either party of any obligations theretofore arising under this Agreement, nor shall it relieve Customer of any obligations arising out of any deficit balance in the account.

## **23. INDEMNIFICATION**

Customer hereby agrees to indemnify and hold AGI, its subsidiaries and affiliates, and its and their employees, agents, successors and assigns, harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorneys' fees, incurred by AGI arising out of Customer's failure to fully and timely perform Customer's obligations herein or the failure of any of the representations and warranties made by Customer herein to be true, correct and complete. Customer also agrees to pay promptly to AGI all damages, costs and expenses, including attorneys' fees, incurred by AGI in the enforcement of any of the provisions of this Agreement and any other agreements between AGI and Customer.

## **24. ELECTRONIC RECORDING**

Customer agrees and acknowledges that AGI, in its sole and absolute discretion that all conversations, whether telephonic or face-to-face, regarding the Account between Customer and representatives of AGI may be electronically recorded with or without the use of an automatic tone or other warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Customer or AGI relation to the Account. Customer understands that AGI may destroy such recordings relation to the Account at regular intervals.

## **25. GROSS TRADE CONSENT**

Customer hereby expressly acknowledges and agrees that a situation may arise from time to time whereby an officer, director, partner, affiliate, associate, employee, independent contractor, bank, bank employee, dealer or other person associated with AGI may be the opposing counter party or broker for a futures, leveraged foreign exchange, stock index, CFD and commodities transaction conducted in the Account. In addition, AGI or an affiliate may, when appropriate, take as principal the opposing side of a futures, leveraged foreign exchange, stock index, CFD and commodities transaction conducted in the Account for which it is also acting as Customer's agent pursuant to the terms hereof. Customer hereby expressly consents to any such transaction described in the foregoing portion of this Section 25, subject to the limitations and conditions applicable thereto, if any, contained in the rules or regulations of any exchange, board of trade, contract market or spot market upon which the underlying buy or sell orders are executed, or of any institutional participant therein, and subject to the limitations and conditions, if any, contained in any applicable rules and regulations of regulatory or self regulatory agency.



## **26. INTRODUCING BROKER**

If Customer's Account is carried by AGI only as a clearing broker, Customer acknowledges that AGI is not responsible for the conduct, representations and statements of the introducing broker or its associated persons in the handling of Customer's Account. Customer agrees to waive any claims against AGI, and to indemnify and hold AGI harmless, for any actions or omissions of the introducing broker or its associated persons.

## **27. INACTIVE ACCOUNTS**

Customer hereby expressly acknowledges that if Customer does not place a trade during any twelve(12) month period, and there are no futures, leveraged foreign exchange, stock index, CFD and commodities transaction held in Customer's Account, the Account may be automatically removed from AGI system. Customer will thereafter be required to re-establish an Account prior to placing any further trades, and AGI may require additional documentation from Customer to reactivate such Account.

## **28. ENGLISH AS PRINCIPAL LANGUAGE**

This customer trading agreement may be translated into other languages but, in the event of any inconsistency or ambiguity as to the meaning of any word or phrase in any such translation, the English text shall prevail.

## **29. TERMS AND HEADINGS**

As respectively used in this Agreement, unless the context otherwise provides, the term "AGI" shall be deemed to include ASKAP GOLD INVESTMENT CO., LTD. its subsidiaries and its and their successors and assigns. The term "Customer" shall mean each party (or parties) executing this Agreement as Customer; and the term "Agreement" shall include, in addition to this Agreement, all other agreements and authorizations executed by Customer in connection with the maintenance of the Account regardless of when executed. The Section headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability of affect the meaning of any of its provisions. In this Agreement, unless inconsistent with the context, words denoting persons shall be deemed to include persons other than natural persons, words denoting the masculine gender shall be deemed to include the feminine and neuter, and vice versa, and words denoting the singular number shall be deemed to include the plural number, and vice versa.

**THIS IS A BINDING CONTRACTUAL AGREEMENT. DO NOT AGREE AND ACCEPT UNTIL YOU HAVE READ AND CONSIDERED THE FOREGOING RISK DISCLOSURE STATEMENT APPENDED HERE CAREFULLY. NEITHER AGI, NOR ANY OF THE IB'S AND INDEPENDENT AGENT IS QUALIFIED TO GIVE LEGAL ADVICE REGARDING THIS AGREEMENT. CUSTOMER IS THEREFORE ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL BEFORE AGREEING TO THIS AGREEMENT.**

**This agreement shall be deemed to be accepted by AGI in becoming a binding contract between Customer(s) and AGI until approved at AGI's registered office by its authorized officers.**

**The acknowledged Customer declared that he/she had read and understood the foregoing Customer Agreement.**



## **AGREEMENT FOR APOINTMENT OF FINANCIAL CONSULTANT**

1. I/we (hereinafter called the Client) hereby declare and agree that the financial consultant (hereinafter called the Agent) assigned to me by Askap Gold Investment Co., Ltd. (hereinafter called the Company) is authorized to act on my/our behalf for my/our account or accounts at my/our risk in all my/our dealings with the Company arising out of the transactions relating to purchase and/or sale of futures, options, foreign currencies (hereinafter referred to as leverage foreign exchange), contract for differences (hereinafter referred to as "CFD"), stock index futures (hereinafter referred to as "Stock Index"), gold, silver and crude oil (hereinafter referred to as "Commodities") executed in the inter-bank foreign exchange market or otherwise in the foreign exchange, CFD, stock index futures and commodities spot market whether on margin or otherwise in accordance with such terms and conditions as the Agent shall be deemed fit.
2. I/we hereby further declare and agree that all dealings and transactions pertaining to clause 1 of the above, the Agent shall have the power to act as fully and effectually for all intents and purposes as I/we could do personally and acting in the matters and transactions aforesaid and also in such other matters and transactions as may arise in the course of business for all of which this shall be of sufficient authority.
3. All acts and matters in relating to transactions pertaining to clause 1 of the above theretofore done by the Agent for me/us in my/our accounts with the Company are hereby deemed ratified and confirmed and that I/we will ratify all acts and matters done by the Agent for or on my/our accounts.
4. This authorization is in addition to and in no way limits or restricts any rights which the Company may have under any other agreement with me/us and will ensure to the benefit of the Company's successors-in-title, assigns or any other legal entity arising from any amalgamation, consolidation or re-structuring which the Company may undergo.
5. I/we hereby acknowledge that the appointment of the Agent hereunder and herein has been made by me/us out of my/our own free will and as a result of my/our own judgment and deliberation and the Company shall be under no liability whatsoever in respect of any loss or damage which I/we may suffer or incur as a result of the acts or omissions of the Agent. I/we further agree to be fully responsible for such acts or omissions of the Agent and shall indemnify and hold the Company harmless on demand for any and all claims, liabilities, penalties, adverse consequences, losses, damages, costs or expenses (including legal fees on a solicitor and client basis) which the Company may incur, be subjected to or suffer arising out of, in relation to or in connection with the Company relying on or acting in accordance with the acts and omissions of the Agent whether within the scope of the Agent's authority or not.
6. I/we hereby confirm and undertake that notwithstanding the appointment of the Agent I/we shall remain principally liable and responsible for the performance of all my/our obligations and duties to the Company without prejudice to such liability as the Agent may have undertaken to the Company under his Trading Agreement the contents of which I/we am/are aware. Any deliveries made through my/our Agent shall be deemed received only upon receipt by the Company.
7. I/we hereby confirm and undertake that should the Company receive contradictory or conflicting instructions or orders from the Agent, the Company shall be entitled at the Company's discretion to act on the latest written instructions or refuse to act altogether and in any of the aforesaid events, the Company shall not be held liable or responsible for anything whatsoever in respect of any such action.
8. I/we hereby acknowledge that the appointment of the Agent hereunder and herein is a continuing one and shall remain in full force and effect until and unless revoked by me/us in writing, send by registered mail to the Company's address, after which it shall be effective three(3) business days after actual receipt by the Company of the same.



9. For the avoidance of doubts, where the undersigned consists of more than one person, each of the undersigned shall be singly or jointly and severally liable and responsible for their obligations, declarations and undertakings in this letter.

**I HAVE READ THE ABOVE TERMS AND CONDITIONS AND AGREE TO THEM. I AM AWARE OF THE TERMS AND CONDITIONS OF THE TRADING AGREEMENT BETWEEN THE AGENT, THE COMPANY AND ME AND I AGREE TO THE COMPANY'S PAYMENT OF COMMISSIONS TO THE AGENT ON EVERY TRADE MADE WITH THE COMPANY.**