

New Account - Joint

Thank you for choosing Forex Club LLC. To make it easy and convenient to open your account, we have included all the necessary forms in this application packet. Completing the application process is an easy process:

Step 1: Complete the Customer Account Application (pages 2-4), read the Customer Agreement (pages 5-12) and the Risk Disclosure Statement (pages 15 & 16) and sign and submit pages 13, 14 & 16.

- **Non U.S. Residents:** Also complete the *W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding Form*

Step 2: Verify Personal Information

- **U.S. Residents:** You are not required to submit additional documentation at this time. Please be sure to provide a valid Social Security Number on your application for all authorized signers on the account.
- **Non U.S. Residents:** Please submit two (2) forms of identification, including one (1) photo ID (i.e. passport or any other government-issued document evidencing nationality or residence and bearing a photograph), AND one (1) proof of address as represented on this application (i.e. utility bill, driver's license, etc.). *Required of all authorized signers of this account.*

Notice Regarding Anti-Money Laundering:

In October 2001, the President of the United States signed into law the Patriot Act. The Patriot Act provides the United States Government with additional tools to fight the funding of terrorism and money laundering activities. As a result, financial institutions like Forex Club are required to adopt and enforce anti-money laundering policies and procedures that include a customer identification program. As part of Forex Club's anti-money laundering policies and procedures, Forex Club requires ALL customers to provide certain documents that will assist Forex Club in verifying their true identity. Therefore, at minimum, when opening a trading account with Forex Club, Forex Club will ask for your name, address, date of birth and documentation to support your identity such as social security number, current government issued passport or driver's license and in certain cases, a utility bill. If Forex Club is unable to obtain reasonable verification, Forex Club reserves the right to request additional documentation and possibly deny your account.

Step 3: Fax or mail your completed, signed application (in its entirety), tax form and copy of your photo ID(s)

via FAX (for expedited processing):
ATTN: New Accounts
+1.800.881.5113

via MAIL:
Forex Club LLC
ATTN: New Accounts
120 Wall St. 16th Floor
New York, NY 10005

Step 4: Fund Your Account. Customers must deposit a minimum of \$250 to open an account. There are three (3) easy ways to fund your account.

- **Wire Transfer - The fastest way to fund your account**
Bank wires are typically received and credited to client's account within 1 business day. All wire transfers should include the client's name and/or account number in the reference section of the wire.

Wire to: Forex Club LLC
120 Wall St. 16th Floor
New York, NY 10005
JPMorgan Chase Bank, N.A.
ABA# 021000021
A/C # 831091558
SWIFT # CHASUS33

Note: Indicate client's name for new accounts or Client's Name and Account # ____ if the funds are to be credited to a pre-existing account.

- **Personal or Business Check**
Funds sent via personal or business check take 5 business days (from date of receipt) to clear and be credited to client's trading account, according to our banking partner's posted schedule. This can vary depending on the bank and state of issue. International checks may take several weeks to clear.

Please make all checks payable to "Forex Club LLC" and mail to Forex Club at the address above

- **Credit Card**
Deposits via Visa and MasterCard are also accepted. Please visit [My FXBank](#) after the account is approved for further details and instructions.

Cash deposits up to \$5000.00 are accepted in person. Under no circumstances will Forex Club LLC make or receive payments via third parties.

You will be contacted via e-mail when your funds have been received and you have been cleared for trading. If you have questions or require assistance, please call us toll free at 1.800.881.3809 or e-mail us at info@fxclub.com.



Customer Account Application - Joint

This Application must be completed in full or it will not be processed. Forex Club LLC will not disclose, share or sell your personal information to third parties. You must be at least 18 years of age to open an account. Please type or print clearly.

ACCOUNT INFORMATION

Account Type (choose one): ExpressFX (No Spread, flat commission) ActTrader (Floating Spread) Rumus (Fixed Spread)

Names to Appear on Account: _____

Telephone number for account transaction information: _____

Email Address (this will be our primary method of contacting you): _____

Initial Deposit: \$ _____

Deposit Method? (Choose one): Wire Check (Check #: _____) Credit Card

Were you referred to us ? YES NO If Yes, by whom? _____

If No, how did you hear about us? _____

Has anyone on this application ever declared bankruptcy? YES NO

Is anyone on this application Subject to backup withholdings? YES NO

Select a username for your Account: _____

Select a password for your Account: _____
5 character minimum, you will need it to log in to My FXBank.

PERSONAL INFORMATION (PRIMARY APPLICANT)

Full Name: _____ Date of Birth(mm/dd/yyyy): _____

Social Security or Tax ID #: _____

Home Address (P.O. boxes not accepted): _____

City: _____ State: _____ Zip: _____ Country: _____

Telephone: _____ Fax: _____

U.S. Citizen? YES NO If NO, what country? _____

PERSONAL INFORMATION (Co-APPLICANT)

Full Name: _____ Date of Birth(mm/dd/yyyy): _____

Social Security or Tax ID #: _____

Home Address (P.O. boxes not accepted): _____

City: _____ State: _____ Zip: _____ Country: _____

Telephone: _____ Fax: _____

U.S. Citizen? YES NO If NO, what country? _____

EMPLOYMENT STATUS (PRIMARY APPLICANT)

(Check one) Employed Self-employed Retired Student/Homemaker Unemployed

If you selected Employed, provide the following information:

Employer's Name: _____ Years There: _____

Nature of Business: _____ Position: _____ Telephone: _____

Employer's Address: _____

EMPLOYMENT STATUS (CO-APPLICANT)

(Check one) Employed Self-employed Retired Student/Homemaker Unemployed

If you selected Employed, provide the following information:

Employer's Name: _____ Years There: _____

Nature of Business: _____ Position: _____ Telephone: _____

Employer's Address: _____

JOINT CUSTOMER SHARE ALLOCATION

(Check which one applies) Joint Tenants with Rights of Survivorship (JTWROS).
 Joint Tenants in Common (JTIC).

JTWROS - Each joint tenant has a share in the Account Balance and positions in the Account of the percentage (%) interest as shown in the space next to each tenant's signature. In the case of a tenant's death, that tenant's interest in the Account will be passed to the other tenant(s).

JTIC - Each tenant in common has a share in the Account Balance and positions in the Account of the percentage (%) interest as shown in the space next to each tenant's signature. In the case of a tenant's death, that tenant's ~~interest~~ interest in the Account will be paid to the legal heirs with reference to the Customer Agreement.

For all Joint Accounts, each tenant has authority:

- a) To trade for the Account subject to the agreements of the Account.
- b) To receive all correspondence and documents in respect of the Account.
- c) To receive or withdraw cash and other property.
- d) To execute agreements relating to the account.
- e) To deal fully with Forex Club LLC.

Forex Club LLC has the authority to require joint action by the parties to the Account in matters of the Account. Forex Club LLC has possession over the security of the Account individually or jointly. If a death occurs to one or more of the tenants, Forex Club LLC shall be notified in writing. All expenses due to the date of notification shall be charged to the Account. If no percentage (%) is indicated, each tenant is presumed to have an equal share, with a total of 100%.

TRADING EXPERIENCE

- a) Securities YES NO If YES, # of Years _____
- b) Options YES NO If YES, # of Years _____
- c) Futures YES NO If YES, # of Years _____
- d) Currencies in the OTC markets YES NO If YES, # of Years _____

FINANCIAL INFORMATION (COMBINED)

Total estimated annual income? \$ _____

Net worth? (assets minus liabilities) \$ _____

Risk capital (if lost would not change your lifestyle), including initial deposit in this Account? \$ _____

ADDITIONAL INFORMATION (REQUIRED)

Are you employed by a registered broker/dealer? YES NO

If yes, please provide Company Name: _____

Are you employed by a Futures Commission Merchant (FCM)? YES NO

If yes, provide Company Name: _____

Are there any undisclosed persons with a financial interest in this account? YES NO

If yes, please list names here: _____

Have you ever been a party in an investigation, complaint, settlement, arbitration proceeding or reparations proceeding with the NASD, NFA, CFTC or FDIC? YES NO

Have you ever filed a complaint against a Foreign Exchange Dealer, Securities Broker or Commodities Dealer? YES NO

If yes, please list when and against who here: _____

Do you have any other accounts with Forex Club, LLC YES NO

If yes, please list account numbers(s) _____

Industry regulations require us to obtain the information requested in this section.

Customer Agreement

This Agreement sets forth the terms and conditions governing your Account at Forex Club LLC ("Forex Club LLC"), and all Contracts and other transactions in this Account with Forex Club LLC. In this Agreement, the undersigned customer is referred to as "Customer" or "You".

1. **APPLICATION.** Terms in this Agreement can be found on Forex Club LLC website www.fxclub.com.
2. **SERVICES PROVIDED.** Subject to the terms and conditions of this Agreement and acceptance of Customer's application to open an Account with Forex Club LLC, Forex Club LLC will maintain one or more Accounts in Customer's name and will effect cash settled and physically settled transactions with and for Customer in the international Over-the-Counter Foreign Currency (foreign exchange) markets on a spot basis, and provide such other services and products as Forex Club LLC may, in its sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all Contracts and other transactions entered into between Forex Club LLC and Customer shall be governed by the terms of this Customer Agreement, as amended from time to time (including, without limitation, Forex Club LLC Trading Policies and Procedures).
3. **REPRESENTATIONS AND WARRANTIES.** As of the date hereof, the date of each Contract and other transaction in Customer's Account and any date on which Forex Club LLC Risk Disclosure Statement or Trading Policies and Procedures are revised, updated or amended, Customer represents and warrants to Forex Club LLC and agrees for the benefit of Forex Club LLC that:
 - 3.1. if Customer is a natural person, Customer is of sound mind, legal age (18 years old in the United States) and legal competence.
 - 3.2. if Customer is not a natural person, (i) Customer is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all Contracts and other transactions contemplated hereunder have been duly authorized by Customer; and (iii) each person executing and delivering this Agreement and all Contracts and other transactions contemplated hereunder on behalf of Customer performing the obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder on behalf of Customer, has been duly authorized by Customer to do so.
 - 3.3. execution and delivery by Customer of this Agreement and all Contracts and other transactions contemplated hereunder, and performance of all of Customer's obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer.
 - 3.4. Customer has full beneficial ownership of Customer's Account. Customer has not granted and will not grant a security interest in Customer's Account with Forex Club LLC (other than the security interest granted to Forex Club LLC hereunder) to any person without Forex Club LLC prior written consent. Customer has full beneficial ownership of all collateral and will not grant any security interest in any Collateral to any person (other than the security interest granted to Forex Club LLC hereunder) without Forex Club LLC prior written consent.
 - 3.5. Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as Forex Club LLC, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of Forex Club LLC or to protect Forex Club LLC interests with respect to any Collateral.
 - 3.6. Customer has read and understands the provisions contained in this Agreement, including, without limitation, Forex Club LLC Risk Disclosure Statement and Trading Policies and Procedures, Customer will review the Agreement each time it is amended. Customer will not affect any Opening Transaction in Customer's Account unless Customer understands Forex Club LLC revised Agreement, and Customer agrees that in effecting any Opening Transaction it is deemed to represent that it has read and understands Forex Club LLC revised Agreement as in effect at the time of such Opening Transaction.
 - 3.7. Customer has either: (x) effected foreign currency and spot metal transactions with Forex Club LLC or with other foreign currency dealers for at least six (6) months; or (y) Customer agrees to trade on Demo Trading System available to him/her on the Website, and acknowledges that Forex Club LLC may, in its sole discretion, decline to permit any real trades to be effected in Customer's Account until Customer has, in Forex Club LLC sole judgment, satisfactorily traded on the Demo Trading System.
 - 3.8. Customer agrees to comply with all applicable law. You may not use your personal account with Forex Club LLC for any illegal activity.
 - 3.9. All information provided by Customer to Forex Club LLC, including information regarding Customer's trading experience and investment sophistication, is true, correct and complete, and Customer will notify Forex Club LLC promptly of any changes in such information.
 - 3.10. The risk capital provided as part of the Customer Application will be immediately amended upward upon the Customer depositing funds in excess of the risk capital initially provided.
4. **TRADING.** Customer authorizes Forex Club LLC to purchase and sell physically settled and cash settled Foreign Exchange Contracts and Cross Currency Contracts on a spot basis for Customer's Account in accordance with Customer's instructions received through the Forex Club LLC Online Trading System or via telephone to the Forex Club LLC Trading Desk, subject to the terms of this Agreement, including the Annexes hereto and the Customer Account Application, including any applicable addenda thereto. Customer agrees to be conclusively responsible for any instruction received electronically that is identified with Customer's password and Account number and for any electronic, oral and written instruction (including, but not limited to, any Order) to Forex Club LLC from persons Forex Club LLC, in its sole judgment, believes are apparently authorized by Customer. If Customer's Account is titled as a joint account, Forex Club LLC is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account. Forex Club LLC shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by Forex Club LLC in reliance on any such instructions or on the apparent authority of any such persons.
 - 4.1. **Pricing Information.** Forex Club LLC will make available, by posting on the Forex Club LLC Online Trading System or by telephoning the Forex Club LLC Trading Desk, Bid Prices and Ask Prices at which Forex Club LLC is prepared to enter Foreign Currency Contracts, Cross Currency Contracts with Customer. Each Bid Price or Ask Price shall be for a Spot Contract with a specified Value Date and shall specify each Eligible Foreign Currency or tradable U.S. dollar-based currency pairs involved where applicable. Forex Club LLC expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time for similar transactions, but a number of factors, such as communication system delays, high volume or volatility can result in deviations between prices quoted by Forex Club LLC and other sources. Forex Club LLC makes no warranty, express or implied, that Bid Prices and Ask Prices represent prevailing bid prices and ask prices. In addition, these Bid and/or Ask Prices may reflect, at the direction of the Introducing Broker named above, additional pips added to the BID and/or ASK price that may result in an increase of the dealable spread available for the Customer's account as well as a per trade or per lot commission and/or fees. See **Section 11-Charges**.
 - 4.2. **Order Execution.** Forex Club LLC will attempt to execute all Orders that it may, in its sole discretion, accept from Customer in accordance with Customer's instructions received through the Forex Club LLC Online Trading System or via telephone to the Forex Club LLC Trading Desk. In cases

where the prevailing market represents prices different from the prices Forex Club LLC has posted on our screen, Forex Club LLC will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. This may or may not adversely affect customer realized and unrealized gains and losses. All Contracts made and entered into by Forex Club LLC hereunder will be entered into by Forex Club LLC as principal. Customer acknowledges, understands and agrees that Forex Club LLC is not acting as a broker, intermediary, agent, and advisor or in any fiduciary capacity. Notwithstanding the provisions of this Paragraph, Customer acknowledges, understands and agrees that all non-market orders such as Limit Orders, Stop/Loss Orders, One Cancels the Other Orders, Day Only Orders, and Good till Cancelled Orders, are accepted by Forex Club LLC and undertaken on an "best-efforts basis" in accordance with the relevant provisions of the Trading Policies and Procedures, as amended from time to time.

- 4.3. **Trade Matching.** Forex Club LLC or its affiliates may, at a future date, establish a trade matching system or determine to route Customer's orders to a trade matching system operated by third parties. In that event, Forex Club LLC, and/or any one or more of its affiliates, shall have the right (but not the obligation), in the sole discretion of Forex Club LLC or any such affiliate, to act for its own account, and as a counter party or as a broker to Forex Club LLC customers, in the making of markets and the purchase and sale of Foreign Exchange Contracts, Cross Currency Contracts via any medium, including without limitation, over any trade matching network in use by Forex Club LLC customers and/or the general public.
- 4.4. **Transmission.** Forex Club LLC shall have no responsibility for delays in the transmission of orders due to disruption, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity arising other than as a direct result of Forex Club LLC's gross negligence.
- 4.5. **Position & Trading Limits.** Forex Club LLC reserves the right to limit the number of Open Positions that Customer may enter or maintain in Customer's Account. Forex Club LLC reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an Open Position.
5. **MARGIN REQUIREMENTS.** Customer shall provide to and maintain with Forex Club LLC Margin in such amounts, in cash or other such forms, and within such limits as Forex Club LLC, in its sole discretion, may from time to time require. Customer's Account will be under the control of Forex Club LLC. Forex Club LLC may change Margin requirements at any time, without prior notice to Customer, and may call for additional Margin ("Margin Call") at (x) any time Customer's Margin Balance falls below Forex Club LLC's Minimum Margin Requirement as applied to that Account; and (y) any time Forex Club LLC, in its sole discretion, believes that it is prudent to do so. Forex Club LLC may at any time liquidate Customer's Account in accordance with Paragraph 9. Forex Club LLC may withdraw funds from the Customer's account without notice: (x) to ensure that Posted Margin equals or exceeds Required Margin; and (y) to satisfy any payment obligation to Forex Club LLC, including commissions, fees and charges in respect of Customer's Account. In the event that Customer directs Forex Club LLC to sell any Margin, Collateral, Contract or other property and Forex Club LLC is unable to deliver such Margin, Collateral, Contract or other property to a purchaser because Customer fails to deliver it to Forex Club LLC, Forex Club LLC may borrow or purchase any Margin, Collateral, Contract or property necessary to make such delivery, and Customer hereby agrees to guarantee and hold Forex Club LLC harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees that Forex Club LLC may sustain.
6. **SECURITY AGREEMENT.** In order to secure any indebtedness or other obligations at any time owing from Customer to Forex Club LLC, including, without limitation, (i) indebtedness or other obligations under any Account, Contract or other transaction with Forex Club LLC; or (ii) any indebtedness or other obligations resulting from any guarantee by Customer of any Account, Contract or other transaction with Forex Club LLC, Customer hereby assigns, pledges and grants to Forex Club LLC a security interest in and right of setoff against: (i) all of Customer's Accounts with Forex Club LLC; (ii) all Contracts, cash, securities and other property in Customer's Account at Forex Club LLC or delivered or otherwise provided by Customer to secure its indebtedness or other obligations to Forex Club LLC or in Forex Club LLC's possession or control for any purpose (including safekeeping); and (iii) all products and proceeds of the foregoing (collectively, (i), (ii) and (iii) are referred to as "Collateral"). At any time, in Forex Club LLC's sole discretion and without prior demand or notice, Forex Club LLC may apply any or all cash (or sell or buy in any such Contracts, securities or other property and apply the proceeds there from) to any such indebtedness or other obligations, notwithstanding that such indebtedness or other obligations arise in an Account other than the Account in which the cash, Contracts, securities or other property were held or generated. Notwithstanding Section 9-207 of the New York Uniform Commercial Code, Forex Club LLC shall have the right to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any Collateral it holds (including, but not limited to, using the Contracts as collateral for a loan to Forex Club LLC) free from any claim or right of any nature whatsoever of the Customer, including any equity or right of redemption by the Customer and to register any Collateral in the name of Forex Club LLC, its custodian or a nominee for either. Any failure by Forex Club LLC to enforce its rights hereunder shall not be deemed a future waiver of such rights by Forex Club LLC. Forex Club LLC is irrevocably appointed as attorney-in-fact for Customer and is authorized, without notice to Customer, to execute and deliver any documents, give any notice and to take any actions on behalf of Customer, including the execution, delivery and filing of financing statements, that Forex Club LLC deems necessary or desirable to evidence or to protect Forex Club LLC's interest with respect to any Collateral. In the event that the Collateral deemed acceptable to Forex Club LLC ("Eligible Collateral") is at any time insufficient to satisfy Customer's indebtedness or other obligations to Forex Club LLC, including obligations to provide Margin in accordance with Paragraph 5 hereof, Customer shall promptly pay upon demand the entire amount of such deficit.
7. **NOVATION OF OPPOSING CONTRACTS.** Whenever there may exist in any Customer Account two (2) or more open and opposite Contracts providing in whole or in part for the purchase and sale of the same Foreign Currency, Cross Currency Pairs on the same Value Date, such Contracts shall automatically be canceled and replaced by an obligation to settle only the net difference between amounts payable in respect of the relevant currencies under the relevant Contracts, and/or the net difference between the quantities of the relevant currency deliverable there under.
8. **SETTLEMENT DATE; ROLLOVERS; DELIVERY.** In cases where transactions are executed for physical delivery, instructions on the settlement of Open Positions must be given to Forex Club LLC at least two (2) Business Days prior to the Value Date. In the absence of instructions from Customer directing Forex Club LLC to deliver, offset, or roll over Open Positions, Forex Club LLC is authorized, in Forex Club LLC's sole discretion, to deliver, roll over or offset all or any portion of the Open Positions in Customer's Account at Customer's risk. Delivery of Foreign Currency shall be made to the bank specified by the purchaser in a major city in the country in which the Foreign Currency is the legal tender. Unless otherwise agreed by Forex Club LLC and Customer in writing, the Foreign Currency shall be deliverable by wire transfer. Forex Club LLC may require payment of amounts due from Customer to Forex Club LLC prior to 16:30 ET on any day prior to payment of amounts due and payable by Forex Club LLC to Customer on that day. Forex Club LLC and Customer shall exchange, make use of, and periodically update and confirm any standing payment instructions. Sufficient funds to take delivery or the necessary delivery documents must be in the possession of Forex Club LLC. If instructions, funds and documents are not received by Forex Club LLC by the specified time, Forex Club LLC may, in its sole discretion and without notice to Customer, offset Customer's Open Positions, roll over Customer's Open Positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by Forex Club LLC, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customers' Open Positions may differ on a Customer-by-Customer basis relative to the current balance in the Customer's Account.
9. **LIQUIDATION OF ACCOUNTS AND DEFICIT BALANCES.** In the event of: (a) an Event of Default; (b) insufficient Margin, or Forex Club LLC's determination that any Collateral deposited to protect Customer's Account is inadequate, regardless of current market quotations, to secure

Customer's Account; or (c) any other circumstances or developments that Forex Club LLC, in its sole discretion, deems appropriate for its protection, Forex Club LLC may, in its sole discretion, take one or more, or any portion, of the following actions: (1) satisfy any obligation Customer may have to Forex Club LLC (either directly or by way of guarantee or suretyship) out of any of Customer's funds or property in the custody or control Forex Club LLC; (2) sell or purchase any or all Contracts and any securities or other property held or carried for Customer; and (3) cancel any or all outstanding Orders or Contracts or other transactions or commitments made by or on behalf of Customer. Any of the above actions may be taken without demand for Margin or additional Margin, without prior notice of sale or purchase or other notice to Customer, Customer's legal representatives, heirs, executor, administrator, trustee, legatee, successors or assigns and regardless of whether the ownership interest is held individually or jointly with others. Any prior demand or notice of sale or purchase shall not be considered a waiver of Forex Club LLC right to sell or buy at any time in the future without demand or notice as provided above. In liquidation of Customer's Long Positions and Short Positions, Forex Club LLC may, in its sole discretion, offset in the same settlement or it may initiate new Long Positions or Short Positions in order to establish a spread or straddle that in Forex Club LLC sole judgment may be advisable to protect or reduce existing positions in Customer's Account. Any sales or purchases may be made according to Forex Club LLC judgment and in its sole discretion in any interbank, Over-the-Counter or other exchange market where such business is then usually transacted or at a public auction or private sale, and Forex Club LLC may purchase the whole or any part thereof free from any right of redemption. Customer shall only be liable for the payment of any deficit balance in Customer's Account upon demand by Forex Club LLC where such deficits are the result of a mark to market after a weekend or holiday. In such cases, Customer shall be liable for any deficiency remaining in Customer's Account in the event of the liquidation thereof in whole or in part by Forex Club LLC or by Customer. In the event the proceeds realized pursuant to liquidation are insufficient for the payment of all liabilities of Customer due to Forex Club LLC, Customer shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities of Customer, including, but not limited to, all costs of enforcement and collection, such as, but not limited to, attorneys' fees, witness fees and travel expenses, interest on any such deficit and liabilities at a rate equal to three (3) percentage points above the then prevailing prime rate at Forex Club LLC principal bank or the maximum interest rate allowed by law, whichever is lower. In the event Forex Club LLC incurs expenses other than for the collection of deficits, with respect to Customer's Account, Customer agrees to pay such expenses.

10. **FUTURES COMMISSION MERCHANT AND RETAIL FOREIGN EXCHANGE DEALER.** Forex Club LLC is a registered Futures Commission Merchant and Retail Foreign Exchange Dealer (FCM/RFED) (NFA ID# 0358265), a member of the National Futures Association (NFA) and is regulated by the Commodity Futures Trading Commission (CFTC). For more information on the NFA and its policies visit <http://www.nfa.futures.org>. For information regarding Forex Club LLC, Commodity Futures Trading Commission (CFTC) registration, NFA membership information, regulatory and non-regulatory actions, please visit NFA's Background Affiliation Status Information Center (BASIC) at <http://www.nfa.futures.org/basicnet/>.
11. **CHARGES.** At this time Forex Club LLC charges no brokerage fees. Forex Club LLC is compensated for its services through the bid/ask spread and/or commissions. Forex Club LLC may charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees. Forex Club LLC reserves the right to change its fee structure at any time without notice. Fees do not currently but may in the future include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organization arising out of Forex Club LLC provision of services hereunder. Customer may incur additional fees for the purchase of optional, value added services offered by Forex Club LLC. Additional commission or spread markups may be applied to clients' accounts that are introduced by Introducing Brokers or Money Managers.
12. **INTRODUCING BROKERS.** If Customer's account has been introduced to Forex Club LLC by an Introducing Broker ("IB"), Customer understands and acknowledges that Forex Club LLC may compensate Introducing Broker for introducing Customer to Forex Club LLC and that such compensation may be on a per trade or other basis. The following is an allocation of responsibilities for each entity. It is intended to be a general disclosure and not a definitive enumeration of each and every responsibility. The Introducing Broker shall have the following responsibilities with respect to Customer's account:
 - Contacting, soliciting and/or communicating with Customer regarding investment opportunities and objectives.
 - Complying with all laws, rules and regulations applicable to any arrangement or understanding that IB and Customer may have.
 - Determining any commissions and fees, whether on a per trade basis or other basis, to be charged for Customer's transactions, in addition to Forex Club LLC standard commissions and fees.

As the clearing firm for Customer's account, Forex Club LLC shall have responsibility for performing the following services:

- Opening, approving and servicing Customer's account(s), including obtaining and verifying new account information as required by law and regulation.
 - Maintaining account records on Customer's behalf.
 - Accepting and executing transactions in Customer's account(s).
 - Determining margin, rolling over of open positions, liquidating under-margin positions, and supervising rehypothecation of any funds in Customer's Account(s).
 - Debiting from Customer's account any commissions or fees owed to IB or other third party.
 - Preparing and transmitting to Customer monthly or, if appropriate, quarterly account statements electronically.
 - Responding to inquiries or complaints regarding Customer's account.
13. **FOREIGN ACCOUNTS.** Customers not residing in the United States ("Foreign Accounts") may be asked to comply with requests for special information by Forex Club LLC as required by any governmental unit or regulatory agency. This includes, but is not limited to, special calls for information. In the event of a special call for information, Forex Club LLC or its agent shall be required to obtain the information set forth by any governmental unit or regulatory agency requesting information. In addition, failure to respond to a special call may cause transactions to be prohibited (other than offsetting trades) for Customer. Foreign Accounts must copy and forward an official form of picture identification and must provide a bank reference before Customer is approved for trading.

14. **TRADE CONFIRMATIONS.** Trades executed online will be confirmed online at the time of the trade and trades entered into by telephone will be confirmed verbally and online by 21:30 GMT on the day of execution. Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer the sooner of: (x) two (2) Business Days after transmittal to Customer by posted mail; or (y) immediately with respect to Orders confirmed via the Forex Club LLC Online Trading System. Customer may object to confirmations and statements by telephone within the time frames identified above, but any such objection must be confirmed by e-mail to info@fxclub.com in writing within two (2) Business Days thereafter to Forex Club LLC, (which confirmation shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested to Forex Club LLC at such address). Failure to object shall be deemed ratification by Customer of all actions taken by Forex Club LLC or Forex Club LLC agents prior to Customer's receipt of such reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein. Customer agrees to immediately call to Forex Club LLC attention any oral information that Customer has reason to believe is inconsistent with Customer's own information. Customer understands, acknowledges and agrees that errors, whether resulting in a profit or loss to Customer, shall be corrected, and Customer's Account will be credited or debited in such manner and extent as to place Customer's Account in the same position in which it would have been had the error not occurred.

15. **COMMUNICATIONS.** Reports, statements, notices and any other communications from Forex Club LLC may be transmitted to Customer by (x) placement on Forex Club LLC Website; or (y) United States mail or other delivery service to Customer's current address as reflected on Forex Club LLC records. Customer shall notify Forex Club LLC immediately of any change in Customer's address by e-mail to info@fxclub.com or by United States mail or other delivery service to Forex Club LLC, 120 Wall St 16th Floor New York, NY 10005. All communications sent by Forex Club LLC shall be deemed effective when deposited by Forex Club LLC in the United States mail or with another delivery service, or when received by a transmitting agent (such as an Internet service provider) for transmission to Customer, whether actually received by Customer or not. All communications sent by Customer shall not be deemed effective until accepted by Forex Club LLC.
16. **Forex Club LLC RESPONSIBILITIES.** Forex Club LLC shall not be liable to Customer for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to Forex Club LLC, Customer, any market, or any settlement or clearing system.
17. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY.** All copyright, trademark, trade secret and other intellectual property rights in the Forex Club LLC Online Trading System ("Trading System") shall remain at all times the sole and exclusive property of Forex Club LLC and/or its 3rd party service providers and Customers shall have no right or interest in the Trading System(s) except for the right to access and use the Trading System(s) as specified herein. Customer acknowledges that the Trading System(s) are confidential and have been developed through the expenditure of substantial skill, time, effort and money. The Customer will protect the confidentiality of Forex Club LLC and/or its 3rd party service providers by allowing access to the Trading System(s) only by its employees and agents on a need to access basis. Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading System(s). Customer will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading System(s) or in the manner in which it operates.
18. **INDEMNIFICATION.** Customer agrees to indemnify and hold Forex Club LLC, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, claims, losses, damages, costs and expenses, including attorneys' fees, incurred by Forex Club LLC arising out of: (i) Customer's failure to fully and timely perform its obligations hereunder; and (ii) any of Customer's representations and warranties made that may at any time be untrue or incorrect. Customer also agrees to pay promptly to Forex Club LLC any and all claims, losses, damages, costs and expenses, including attorneys' fees, incurred by Forex Club LLC in the enforcement of any of the provisions of this Agreement, any Contracts and other transactions hereunder, and any other agreements between Forex Club LLC and Customer and the collection of any amounts due hereunder and there under.
19. **DISCLOSURE OF CUSTOMER INFORMATION.** Forex Club LLC will not share or sell information regarding its customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of Forex Club LLC business conducted on behalf of customers, including, but not limited to, Forex Club LLC banking or credit relationships in accordance with Forex Club LLC privacy policy. Forex Club LLC may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information or in response to a court order or subpoena. To read Forex Club LLC entire privacy policy, please visit: www.fxclub.com/privacy-policy
20. **JOINT ACCOUNTS AND/OR TRUST ACCOUNTS.** If more than one natural person executes this Agreement as Customer, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, custodian or other fiduciary, such Customer hereby agrees to indemnify, defend, save and hold free and harmless Forex Club LLC for any liabilities, claims, losses, damages costs and expenses, including attorneys' fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorneys' fees.
21. **AMENDMENTS.** Customer understands, acknowledges and agrees that Forex Club LLC may amend or change this Agreement at any time.
Forex Club LLC will provide notice to Customer of any such amendment or change by posting the amendment or change to the Website or by sending an e-mail message to Customer. Customer agrees to be bound by the terms of such amendment or change on the earlier of: (x) ten (10) days after Forex Club LLC has posted notice of such amendment or change to the Corporate Website; or (y) on the date of the entry of any Order other than a Liquidating Order. In the event that Customer objects to any such change or amendment, Customer agrees to liquidate Customer's Open Positions and instruct Forex Club LLC regarding the disposition of all assets in Customer's Account within ten (10) Business Days after notice of the amendment or change has been posted to the Corporate Website. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Forex Club LLC or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable.
22. **TERMINATION.** This Agreement shall continue and be in effect until termination by Customer or Forex Club LLC. Customer may terminate this Agreement if: (i) Customer has no open Foreign Currency positions and no liabilities held by or owed to Forex Club LLC; and (ii) Customer has provided three (3) days' written notice to Forex Club LLC by e-mail to info@fxclub.com or by United States mail or other delivery service to Forex Club LLC; and (iii) Forex Club LLC has accepted the notice as provided in Section 15 hereof. Forex Club LLC may, in its sole discretion, terminate this Agreement at any time, effective as of the close of business on the day notice is sent to Customer. Termination by either party shall not affect any Contracts or other transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement, nor shall it relieve Customer of any obligations arising out of any deficit balance.
23. **ENTIRE AGREEMENT.** This Agreement together with the Customer Account Application embodies the entire agreement between Forex Club LLC and the Customer superseding any and all prior written and oral agreements.
24. **RECORDINGS.** Customer acknowledges and agrees that any and all conversations between Customer and Forex Club LLC principals, agents, employees or associates, including the Forex Club LLC Trading Desk and customer service and operations desks may, at the option and in the sole discretion of Forex Club LLC, be recorded electronically with or without the use of an automatic tone 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 Forex Club LLC.
25. **BINDING EFFECT.** This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of Customer at any time opened or reopened with Forex Club LLC, irrespective of any change or changes at any time in the personnel of Forex Club LLC or its successors, assigns, or affiliates. This Agreement, including all authorizations, shall inure to the benefit of Forex Club LLC and its successors and assigns, whether by merger, consolidation, or otherwise and shall be binding upon Customer and/or the personal representatives, heirs, executor, administrator, trustee, legatees, legal representative, successors and assigns of Customer.



26. **LAW AND JURISDICTION; SEVERABILITY.** This Agreement is governed by, and shall be construed in accordance with the laws of the State of New York, United States of America without giving effect to any conflict of laws doctrine that would interfere with or prevent the application of this provision. With respect to any suit, action or proceeding ("Proceeding") relating to this Agreement, Customer irrevocably (i) submits to the exclusive jurisdiction of the State and federal courts located in the Borough of Manhattan, State of New York; (ii) agrees to service of process in any legal proceeding by sending copies thereof by registered or certified mail, if practicable (postage prepaid) to the other party at the address set forth in this Agreement or updated as provided in Paragraph 15 hereof (where service of process is being made by Forex Club LLC); (iii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding have been brought in an inconvenient forum; (iv) agrees that the Proceeding shall be commenced within one (1) year after the cause of any such Proceeding shall have arisen and (iv) further waives the right to object, with respect to such Proceeding, that such court does not have jurisdiction over such party. Alternatively, at the option of either Forex Club LLC or Customer, any proceeding hereunder may be submitted for arbitration before the American Arbitration Association at either the Association's New York. The arbitration shall be conducted according to the rules then in effect of the American Arbitration Association. Any award of the arbitrator(s) will be final and binding. If any clause of this Agreement is determined void or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
27. **ACCEPTANCE.** This Agreement shall not be deemed to be accepted by Forex Club LLC or become a binding contract between Customer and Forex Club LLC until the signed Customer Account Application has been received and approved by Forex Club LLC. In the event that there are any unauthorized alterations or deletions to this Agreement or related documents such alteration and deletions shall not be binding on Forex Club LLC and said original forms shall govern Account.
28. **CAPACITY.** Forex Club LLC is a registered Futures Commission Merchant (FCM) and Retail Foreign Exchange Dealer (FCM/RFD) and a member of the National Futures Association (NFA ID# 0358265).
29. **AUTHORIZATION TO TRANSFER FUNDS.** Customer hereby agrees that Forex Club LLC may at any time and from time to time, in the sole discretion of Forex Club LLC, apply and transfer from any of Customer's Accounts with Forex Club LLC to any of Customer's other accounts, whether held at Forex Club LLC or other approved financial institutions, any of the Contracts, currencies, securities or other property of Customer held either individually or jointly with others to another account.

Consent to Electronic Transmission of Account Statements

Customer hereby consents to receive account statements (monthly and daily statements) online. Forex Club LLC will provide Customer with password - protected access to online reports. Customer will be able to generate daily, monthly and annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits, etc. Statements are deemed received when made available to Customer by Forex Club LLC, regardless of whether Customer actually accessed the statement. Customer is responsible for alerting Forex Club LLC to any change in his/her e-mail address. This consent shall be effective until revoked by Customer in writing and received by Forex Club LLC according to paragraph 15 of this Customer Agreement.

Authorization to Transfer Funds

Customer hereby agrees that Forex Club LLC may, at any time and from time to time, in the sole discretion of Forex Club LLC, apply and transfer from any of Customer's Accounts with Forex Club LLC to any of Customer's other accounts, whether held at Forex Club LLC or other approved financial institutions, any of the Contracts, currencies, securities or other property of Customer held either individually or jointly with others to another account.

Agreement to Use Collateral

Customer authorizes Forex Club LLC to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any Collateral held by Forex Club LLC, including, but not limited to, using the Contracts as collateral for a loan to Forex Club LLC, and, further dealing with the Collateral, as provided in the Customer Agreement (including, but not limited to Paragraph 6 thereof). Where Customer's Account consists of more than one Account, this authorization shall apply to all of Customer's Accounts with Forex Club LLC. This Agreement to Use Collateral shall remain in effect so long as Customer's Account with Forex Club LLC remains open or Customer has any obligations of any kind to Forex Club LLC, under the Customer Agreement.

Social Security/ Tax ID Certification

Customer hereby certifies, under penalty of perjury, that (1) the number provided on the Customer Application is Customer's correct Social Security or Taxpayer Identification Number and (2) the ownership, or beneficiary, of Customer's Account is not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code.

Risk Disclosure Statement

In consideration of Forex Club LLC agreeing to enter into Over-the-Counter (“OTC”) Foreign Exchange Contracts with the undersigned (hereinafter referred to as the “Customer”), Customer acknowledges, understands and agrees that:

- Trading Is Very Speculative and Risky.** Foreign Exchange Trading is highly speculative and is suitable only for those customers who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume losses significantly in excess of Margin or deposits. Foreign Exchange is not an appropriate investment for retirement funds. Customer represents, warrants and agrees that Customer understands these risks; that Customer is willing and able, financially and otherwise, to assume the risks of Foreign Exchange Trading and that loss of Customer’s entire Account Balance will not change Customer’s life style.
- High Leverage And Low Margin Can Lead To Quick Losses.** The high leverage and low Margin associated with Foreign Exchange Trading can result in significant losses due to price changes in Foreign Exchange Contracts, Cross Currency Contracts. Customers must maintain the Minimum Margin Requirement on their Open Positions at all times. It is the customer’s responsibility to monitor his/her Account Balance. Forex Club LLC has the right to liquidate any or all Open Positions whenever the Minimum Margin Requirement is not maintained. Increasing leverage increases risk.
- Prices, Margin And Valuations Are Set By Forex Club LLC And May Be Different From Prices Reported Elsewhere.** Forex Club LLC will provide prices to be used in trading, valuation of Customer positions and determination of Margin requirements. Although Forex Club LLC expects that these prices will be reasonably related to prices available in the interbank market, prices reported by Forex Club LLC may vary from prices available to banks and other participants in what is known as the interbank market. Forex Club LLC will exercise considerable discretion in setting and collecting Margin. Forex Club LLC is authorized to convert funds in Customer’s Account for Margin into and from such Foreign Currency at a rate of exchange determined by Forex Club LLC in its sole discretion on the basis of then-prevailing money market rates.
- Telephone Orders And Immediate Execution.** Market Orders executed through the Forex Club LLC Trading Desk are completed when Forex Club LLC says “deal” or “done.” At that point Customer has bought or sold and cannot cancel the Market Order. By placing Market Orders through the Forex Club LLC Trading Desk, Customer agrees to such immediate execution and accepts the risk of this immediate execution feature.
- Market Recommendations Are Informational, Customer Makes Independent Decisions, And Forex Club LLC Is Not An Adviser Or A Fiduciary To Customer.** The market recommendations provided by Forex Club LLC do not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any Foreign Exchange Contracts, Cross Currency Contracts. Each decision by Customer to enter into a Contract or other transaction with Forex Club LLC and each decision whether a Contract or other transaction is appropriate or proper for Customer is an independent decision by Customer. Forex Club LLC is not acting as an advisor or serving as a fiduciary to Customer. Customer agrees that Forex Club LLC has no fiduciary duty to Customer and no liability in connection with and is not responsible for any liabilities, claims, damages, costs and expenses, including attorneys’ fees, incurred in connection with Customer following Forex Club LLC trading recommendations or taking or not taking any action based upon any recommendation or information provided by Forex Club LLC.
- Recommendations Are Based On Personal Judgments And Are Not Guaranteed.** The market recommendations of Forex Club LLC are based solely on the judgment of Forex Club LLC personnel. These market recommendations may or may not be consistent with the market positions or intentions of Forex Club LLC, its affiliates and employees. The market recommendations of Forex Club LLC are based upon information believed to be reliable, but Forex Club LLC cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will reduce or eliminate the risk inherent in Foreign Exchange.
- There is no Central Market or Clearinghouse Guarantee of Payment.** Each Contract is a contract directly between Forex Club LLC and the Customer. There is no clearinghouse and no guarantee by any other party of Forex Club LLC payment obligations to the customer. Customer must look only to Forex Club LLC for performance on all Contracts in Customer’s Account and for return of any Margin or Collateral.
- No Guarantees Of Profit.** There are no guarantees of profit or freedom from loss in Foreign Exchange Trading. Customer has received no such guarantees from Forex Club LLC or from any of its representatives. Customer is aware of the risks inherent in Foreign Exchange Trading and is financially able to bear such risks and withstand any losses incurred.
- Customer May Not Be Able To Close Open Positions.** Due to market conditions or other circumstances Forex Club LLC may be unable to close out Customer’s position at the level specified by Customer, and Customer agrees Forex Club LLC will bear no liability for failure to do so.
- Trading Ahead And Along.** Forex Club LLC its personnel and affiliates and various other parties may execute orders at the same or better prices ahead of a Customer Order.
- Third Party Agents.** In the event that Customer grants trading authority or control over Customer’s Account to a third party (the “Trading Agent”), whether on a discretionary or non-discretionary basis, Forex Club LLC shall in no way be responsible for reviewing Customer’s choice of such Trading Agent or for making any recommendations with respect thereto. Forex Club LLC makes no representations or warranties concerning any Trading Agent; Forex Club LLC shall not be responsible for any loss to Customer occasioned by the actions of the Trading Agent; and Forex Club LLC does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent. If Customer gives the Trading Agent authority to exercise any of its rights over its Account, Customer does so at Customer’s risk. Even though the undersigned grants authority to Trading Agent, client should be diligent and closely scrutinize all account activity.
- Internet Trading.** Since Forex Club LLC does not control signal power, its reception or routing via Internet, configuration of Customer’s equipment or reliability of its connection, Forex Club LLC shall not be liable for any claims, losses, damages, costs or expenses, including attorneys’ fees, caused, directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility or trading software, whether belonging to Forex Club LLC, Customer, any market, or any settlement or clearing system when Customer trades online (via Internet).

13. **Telephone Orders.** Forex Club LLC is not responsible for disruption, failure or malfunction of telephone lines.
14. **Quoting Errors.** Should a quoting error occur due to a mistype of a quote or a misquote given by telephone and/or electronic means (including responses to Customer requests), Forex Club LLC is not liable for any resulting errors in Account Balances and reserves the right to make necessary corrections or adjustments 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 Forex Club LLC, in its sole discretion, of the relevant Currency at the time such an error occurred. In cases where the prevailing market represents prices different from the prices Forex Club LLC has posted on our screen, Forex Club LLC will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. These prevailing market prices will be the prices, which are ultimately reflected on the Customer Statements. This may or may not adversely affect customer realized and unrealized gains and losses.
15. **Creditor Priority in Bankruptcy.** The transactions you are entering into with Forex Club LLC are not traded on an exchange. Therefore, under the U.S. Bankruptcy Code, your funds may not receive the same protections as funds used to margin or guarantee exchange-traded futures and options contracts, which receive a priority in bankruptcy. Since that same priority has not been given to funds used for off-exchange forex trading, if Forex Club LLC becomes insolvent and you have a claim for amounts deposited or profits earned on transactions with Forex Club LLC, your claim may not receive a priority. Without a priority, you are a general creditor and your claim will be paid, along with the claims of other general creditors, from any monies still available after priority claims are paid. Even customer funds that Company keeps separate from its own operating funds may not be safe from the claims of other general and priority creditors.

Trading Policies And Procedures

1. **INTRODUCTION.** Forex Club LLC Trading Policies and Procedures are an integral part of your Customer Agreement. It is your responsibility as Customer to carefully read these Trading Policies and Procedures and to inform Forex Club LLC of any questions or objections that you may have regarding them before entering each and every trading Order. In entering your trading Orders with Forex Club LLC, you agree, represent, warrant and certify that you understand and accept these Trading Policies and Procedures, as they are set forth here and as may be amended from time to time by Forex Club LLC, in its sole discretion, and you agree to comply with these Trading Policies and Procedures as currently in effect at any time.
2. **TRADING HOURS.** All references to Forex Club LLC hours of trading are in Greenwich Mean Time ("GMT") using a 24-hour format. Forex Club LLC normally provides access for Foreign Exchange Trading on the Website from 21:00 GMT on Sunday to 21:00 GMT on Friday, but Forex Club LLC reserves the right to suspend or modify its trading hours at any time and on such an event will inform clients in advance on a best efforts basis of any changes in its operating hours. OTC Foreign Currency operate 24 hours a day. Following submission of an Order to trade, it is the sole responsibility of Customer to remain available for Order and Fill confirmations, and other communications regarding Customer's Forex Club LLC Account until all open Orders are completed. Thereafter, Customer must monitor Customer's Account frequently when Customer has Open Positions in the Account.
3. **CUSTOMER ACCOUNTS; INITIAL DEPOSITS; DEMO TRADING SYSTEMS**
 - 3.1. **Documents.** Before you can place an Order with Forex Club LLC, you must complete the Customer Account Application and read, complete and sign the Customer Agreement, including the Risk Disclosure Statement, Secondary Risk Disclosure Statement and these Trading Policies and Procedures and all applicable addenda. You must deposit sufficient funds in your Account, your Customer Account Application must be approved by Forex Club LLC, your deposited funds must have cleared the banking system, and you must have completed the Demo Trading Systems, if required to do so by Forex Club LLC. Also, Forex Club LLC must accept your Customer Account Application before Forex Club LLC will permit you to trade in your Account. You will be notified by e-mail when your Customer Account Application has been approved. If a Customer applies online, Customer will be permitted to trade only after Forex Club LLC has received a completed and signed Customer Account Application and Customer Agreement. Forex Club LLC may, in its sole discretion, initially accept a fax copy of the signed Customer Account Application and may permit one or more trades if Customer has deposited sufficient funds into the Account. In this case, Forex Club LLC must receive an original signed copy of the entire Customer Account Application and Customer Agreement within seven (7) days of completion of the online Customer Account Application. If Forex Club LLC does not receive the Customer Account Application and Customer Agreement with original signatures, Forex Club LLC reserves the right to liquidate any Open Positions in the Account and to close the Account.
 - 3.2. **Currency for Rendering Accounts.** All initial deposits to Customer Accounts will be accepted only in U.S. Dollars, and, unless settlement and delivery of a Foreign Currency have taken place, all Account Balances will be computed and reported only in U.S. Dollars.
 - 3.3. **Recognition of Deposits.** No deposit shall be recognized until the wire or check has been fully cleared and collected by Forex Club LLC's bank or depository institution. You will be notified via e-mail once your funds have been received by Forex Club LLC and are available for trading.
 - 3.4. **Fees.** All banking fees shall be charged to Customer's Account at Forex Club LLC's discretion, including a \$35.00 Forex Club LLC fee, over and above any bank fees, for each returned check.
4. **MARGIN REQUIREMENTS.** Customer shall provide and maintain with Forex Club LLC margin in such amounts and in such form that Forex Club LLC, in its sole discretion may require. Forex Club LLC does not require Customers to pay the full price of Foreign Currencies Customer may buy and sell. Instead, Customer is required to post a small percentage of the full amount which Customer is obligated to pay to Forex Club LLC under the Contract, to secure Customer's obligations to Forex Club LLC. **Margin** includes Required Margin for Open Positions, which is based on (i) the Opening Margin Requirement; (ii) the Minimum Margin Requirement; (iii) the market value of Open Positions; and (iv) any additional amount as Forex Club LLC, in its sole discretion, believes is prudent to require. **Customer** must maintain the Minimum Margin Requirement on their Open Positions at all times. Forex Club LLC has the right to liquidate any or all Open Positions whenever the Minimum Margin Requirement is not maintained, according to paragraph 6 hereof. Margin requirements are subject to change at any time in Forex Club LLC's sole discretion and without prior notice. No previous margin requirement shall preclude Forex Club LLC from increasing that requirement without prior notice. Forex Club LLC may, in its sole discretion, elect to impose on a disclosed or undisclosed basis limitations on the maximum number of Open Positions allowed at any time.
5. **LIQUIDATION LEVEL.** Subject to all additional rights of Forex Club LLC under the Customer Agreement, in the event that, in the sole opinion of Forex Club LLC and in accordance with Forex Club LLC's reasonable best estimate of then prevailing obtainable market Spot Rates, and regardless of whether or not prior Margin Calls have been issued or met, if the Margin Balance should at any time equal or fall below the Minimum Margin Requirement for Customer's Account in the aggregate, Forex Club LLC will have the right but not the obligation to liquidate any part of or all Open Positions in Customer's Account. Clients are responsible for placing their own Stop Loss Orders to minimize losses. Any failure by Forex Club LLC to enforce its rights hereunder shall not be deemed a future waiver of such rights by Forex Club LLC. Forex Club LLC does not make margin calls in the ordinary course of business. Forex Club LLC maintains the right to liquidate Customer positions as described above. However, Forex Club LLC may from time to time and in its sole discretion, call Customer and request that Customer deposit additional Collateral to secure Customer's obligations to Forex Club LLC, over and above the balance in Customer's Account. Any call for additional margin without exercising the rights to liquidate Customer positions shall not be deemed precedent for future calls nor future waiver of such liquidation rights by Forex Club LLC.



6. **MARGIN CALLS.** Forex Club LLC does not make margin calls in the ordinary course of business. Forex Club LLC maintains the right to liquidate customer positions as described above. However, Forex Club LLC may from time to time and in its sole discretion, call Customer and request that Customer deposit additional Collateral to secure Customer's obligations to Forex Club LLC, over and above the balance in Customer's Account. Any call for additional margin without exercising the rights to liquidate Customer positions shall not be deemed precedent for future calls nor future waiver of such liquidation rights by Forex Club LLC.

7. **WITHDRAWALS.** Payments from a Customer Account require a withdrawal request form signed by all required account holders and submitted in writing to Forex Club LLC. The Withdrawal Request Form requires a minimum of two (2) Business Days from receipt of the withdrawal request for issuance of a check or wire transfer of funds.

Remainder of this page intentionally left blank



Forex Club LLC

THIS IS A LEGALLY BINDING CONTRACT.

DO NOT SIGN UNTIL YOU HAVE CAREFULLY READ ALL OF THE FOREGOING COMPLETELY AND COMPLETED THE CUSTOMER ACCOUNT APPLICATION.

Your signature below acknowledges that you have carefully read, in its entirety, and understood the Customer Agreement, Social Security or Tax ID Certification, Authorization to Transfer Funds, Consent to Electronic Statements, Agreement to Use Collateral, Risk Disclosure Statement, Secondary Risk Disclosure (High Risk Investment), and Trading Policies and Procedures, and that you agree to all of the provisions contained therein.

Your signature below further represents, warranties and certifies that the information provided by you in the Customer Account Application is correct and complete.

Name of Applicant: _____

Signature: _____ Date: _____

Name of Co-Applicant: _____

Signature: _____ Date: _____



Secondary Risk Disclosure: High Risk Investment

Trading is very speculative and risky. Foreign Exchange Trading is highly speculative and is suitable only for those customers who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume losses significantly in excess of margin or deposits. Customer represents, warrants and agrees that Customer understands these risks; that Customer is willing and able, financially and otherwise, to assume the risks of Foreign Exchange Trading and that loss of Customer's entire Account Balance will not change Customer's life style.

The high leverage and low margin associated with Foreign Exchange Trading can result in significant losses due to price changes in Foreign Exchange Contracts, Cross Currency Contracts. Company's margin policies may require that additional funds be provided to properly margin Customer's Account and that Customer must immediately meet such margin requirements. Failure to maintain the Minimum Margin Requirement may result in the liquidation of any open positions with resultant loss to Customer.

FOREX IS AN OVER THE COUNTER (OTC) MARKET, MEANING THE FOREIGN CURRENCY TRADING YOU ARE ENTERING INTO IS NOT CONDUCTED ON AN EXCHANGE. AS A MARKET MAKER, FOREX CLUB LLC IS THE COUNTERPARTY IN THESE TRANSACTIONS AND, THEREFORE, ACTS AS THE BUYER WHEN YOU SELL AND THE SELLER WHEN YOU BUY. AS A RESULT, FOREX CLUB LLC'S INTERESTS MAY BE IN CONFLICT WITH YOURS. UNLESS OTHERWISE SPECIFIED IN YOUR WRITTEN AGREEMENT OR OTHER WRITTEN DOCUMENTS FOREX CLUB LLC ESTABLISHES THE PRICES AND WHICH IT OFFERS TO TRADE WITH YOU. THE PRICES OFFERED MIGHT NOT BE THE BEST PRICES AVAILABLE AND DIFFERENT PRICES MAY BE OFFERED TO DIFFERENT CUSTOMERS.

IF FOREX CLUB LLC ELECTS NOT TO COVER ITS OWN TRADING EXPOSURE, THEN YOU SHOULD BE AWARE THAT FOREX CLUB LLC MAY MAKE MORE MONEY IF THE MARKET GOES AGAINST YOU. ADDITIONALLY, SINCE FOREX CLUB LLC ACTS AS THE BUYER OR SELLER IN THE TRANSACTION, YOU SHOULD CAREFULLY EVALUATE ANY TRADE RECOMMENDATIONS YOU RECEIVE FROM FOREX CLUB LLC OR ANY OF ITS SOLICITORS.

Name of Applicant: _____

Signature: _____ Date: _____

Name of Co-Applicant: _____

Signature: _____ Date: _____

RISK DISCLOSURE STATEMENT

OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS INVOLVE THE LEVERAGED TRADING OF CONTRACTS DENOMINATED IN FOREIGN CURRENCY CONDUCTED WITH A FUTURES COMMISSION MERCHANT OR A RETAIL FOREIGN EXCHANGE DEALER AS YOUR COUNTERPARTY. BECAUSE OF THE LEVERAGE AND THE OTHER RISKS DISCLOSED HERE, YOU CAN RAPIDLY LOSE ALL OF THE FUNDS YOU DEPOSIT FOR SUCH TRADING AND YOU MAY LOSE MORE THAN YOU DEPOSIT.

YOU SHOULD BE AWARE OF AND CAREFULLY CONSIDER THE FOLLOWING POINTS BEFORE DETERMINING WHETHER SUCH TRADING IS APPROPRIATE FOR YOU.

(1) TRADING IS NOT ON A REGULATED MARKET OR EXCHANGE—YOUR DEALER IS YOUR TRADING PARTNER WHICH IS A DIRECT CONFLICT OF INTEREST. BEFORE YOU ENGAGE IN ANY RETAIL FOREIGN EXCHANGE TRADING, YOU SHOULD CONFIRM THE REGISTRATION STATUS OF YOUR COUNTERPARTY.

The off-exchange foreign currency trading you are entering into is not conducted on an interbank market, nor is it conducted on a futures exchange subject to regulation as a designated contract market by the Commodity Futures Trading Commission. The foreign currency trades you transact are trades with the futures commission merchant or retail foreign exchange dealer as your counterparty. WHEN YOU SELL, THE DEALER IS THE BUYER. WHEN YOU BUY, THE DEALER IS THE SELLER. As a result, when you lose money trading, your dealer is making money on such trades, in addition to any fees, commissions, or spreads the dealer may charge.

(2) AN ELECTRONIC TRADING PLATFORM FOR RETAIL FOREIGN CURRENCY TRANSACTIONS IS NOT AN EXCHANGE. IT IS AN ELECTRONIC CONNECTION FOR ACCESSING YOUR DEALER. THE TERMS OF AVAILABILITY OF SUCH A PLATFORM ARE GOVERNED ONLY BY YOUR CONTRACT WITH YOUR DEALER.

Any trading platform that you may use to enter off-exchange foreign currency transactions is only connected to your futures commission merchant or retail foreign exchange dealer. You are accessing that trading platform only to transact with your dealer. You are not trading with any other entities or customers of the dealer by accessing such platform. The availability and operation of any such platform, including the consequences of the unavailability of the trading platform for any reason, is governed only by the terms of your account agreement with the dealer.

(3) YOUR DEPOSITS WITH THE DEALER HAVE NO REGULATORY PROTECTIONS.

All of your rights associated with your retail forex trading, including the manner and denomination of any payments made to you, are governed by the contract terms established in your account agreement with the futures commission merchant or retail foreign exchange dealer. Funds deposited by you with a futures commission merchant or retail foreign exchange dealer for trading off-exchange foreign currency transactions are not subject to the customer funds protections provided to customers trading on a contract market that is designated by the Commodity Futures Trading Commission. Your dealer may commingle your funds with its own operating funds or use them for other purposes. In the event your dealer becomes bankrupt, any funds the dealer is holding for you in addition to any amounts owed to you resulting from trading, whether or not any assets are maintained in separate deposit accounts by the dealer, may be treated as an unsecured creditor's claim.

(4) YOU ARE LIMITED TO YOUR DEALER TO OFFSET OR LIQUIDATE ANY TRADING POSITIONS SINCE THE TRANSACTIONS ARE NOT MADE ON AN EXCHANGE OR MARKET, AND YOUR DEALER MAY SET ITS OWN PRICES.

Your ability to close your transactions or offset positions is limited to what your dealer will offer to you, as there is no other market for these transactions. Your dealer may offer any prices it wishes, and it may offer prices derived from outside sources or not in its discretion. Your dealer may establish its prices by offering spreads from third party prices, but it is under no obligation to do so or to continue to do so.



Your dealer may offer different prices to different customers at any point in time on its own terms. The terms of your account agreement alone govern the obligations your dealer has to you to offer prices and offer offset or liquidating transactions in your account and make any payments to you. The prices offered by your dealer may or may not reflect prices available elsewhere at any exchange, interbank, or other market for foreign currency.

(5) PAID SOLICITORS MAY HAVE UNDISCLOSED CONFLICTS

The futures commission merchant or retail foreign exchange dealer may compensate introducing brokers for introducing your account in ways which are not disclosed to you. Such paid solicitors are not required to have, and may not have, any special expertise in trading, and may have conflicts of interest based on the method by which they are compensated. Solicitors working on behalf of futures commission merchants and retail foreign exchange dealers are required to register. You should confirm that they are, in fact registered. You should thoroughly investigate the manner in which all such solicitors are compensated and be very cautious in granting any person or entity authority to trade on your behalf. You should always consider obtaining dated written confirmation of any information you are relying on from your dealer or a solicitor in making any trading or account decisions.

FINALLY, YOU SHOULD THOROUGHLY INVESTIGATE ANY STATEMENTS BY ANY DEALERS OR SALES REPRESENTATIVES WHICH MINIMIZE THE IMPORTANCE OF, OR CONTRADICT, ANY OF THE TERMS OF THIS RISK DISCLOSURE. SUCH STATEMENTS MAY INDICATE POTENTIAL SALES FRAUD.

THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF TRADING OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS WITH A FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER.

PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS.

I hereby acknowledge that I have received and understood this risk disclosure statement.

Name of Applicant: _____

Signature: _____ Date: _____

Name of Co-Applicant: _____

Signature: _____ Date: _____