

## CUSTOMER AGREEMENT

Customer agreement (“Agreement”) is

entered into and between Milton Markets Ltd.- (The registered office is at Suite 305, Griffith Corporate Centre, P.O.Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines) powered by Gallant Capital Markets, Ltd, a Financial Services Company, authorized and regulated by the Securities and Investment Business Act, 2010 License#: SIBA/L/11/0964 and the undersigned individual or legal entity, including corporation, limited liability company, trust or partnership (as applicable, “Customer”) that wants to open a Customer Account (“Account”) with Milton Markets (“Milton”).

In consideration of Milton’s agreement to carry one or more Accounts of Customer and provide services to Customer in connection with the purchase and sale of over-the-counter foreign currency exchange, CFD, or other derivatives contracts (“FX”), Customer agrees as follows:

### A. TRADING

#### 1. AUTHORIZATION TO TRADE.

Subject to the terms and conditions of this Agreement and acceptance of Customer’s application to open an Account with Milton, Customer hereby authorizes Milton to maintain one or more Accounts in Customer’s name and engage in FX transactions for Customer’s Account in accordance with oral, written or electronic instructions by Customer and its officers, partners, principals, employees or other agents (“Representatives”). Customer will bear the risk of all unauthorized instructions by its Representatives and will indemnify and hold Milton harmless from all claims, liabilities, losses, damages, fees, costs and expenses relating to or arising from Milton’s reliance on such instructions, including any improper, unauthorized or fraudulent instructions by the Representatives, except in cases of gross negligence or willful misconduct by Milton. Unless expressly stated otherwise in writing, all transactions entered into between Milton and Customer shall be governed by the terms of this Agreement, as amended from time to time (including, without limitation, Milton’s Ris with Milton. Finally, I confirm that I am aged 18 years or over and that the information provided by me in this application is accurate and correct. k Disclosures and Trading Policies and Procedures).

### B. ACCOUNTS

#### 1. ACCOUNT APPROVALS AND MAINTENANCE.

Milton may reject Customer’s application or close Customer’s Account for any reason, at Milton’s sole and absolute discretion. Milton may require Customer to provide Milton with additional information or documentation in order for Milton to continue carrying Customer’s Account. Customer acknowledges that Milton may, at any time in its sole and absolute discretion, restrict trading, disbursements or transfers. Milton may amend, change, revise, add or modify the Agreement at any time. The most current Agreement will be posted to Milton’s Web site <http://miltonmarkets.com/> Customer understands that this Agreement cannot be modified by any verbal statements or written amendments that Customer seeks to make to the Agreement without written acceptance from the General Counsel of Milton. Customer acknowledges and agrees that Accounts are segregated in the Milton’s books and records only, and Customer’s funds are not FDIC-insured and are deposited with a liquidity provider selected by Milton in its sole discretion.

#### 2. JOINT ACCOUNT OWNERS.

If this Account is held by more than one (1) person, all of the joint holders agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Account is held in trust, joint ownership, or partnership, the undersigned hereby agrees to indemnify, defend and hold harmless Milton for any losses resulting from breach of any fiduciary duty of the undersigned to the other holders and beneficiaries of this Account. Further, any one or more of the joint owners shall have full authority for the Account and risk of the Account owners, to buy, sell, and trade in transactions of foreign currencies or off-exchange options, to deposit with and withdraw from Milton, currencies, securities, negotiable instruments, and other property, including withdrawals to or for the individual use or Account of the party directing the sale or of any other party, to receive and acquiesce in the correctness of notices, confirmations, requests, demands and all other forms of communications, and to settle, compromise, adjust, and give releases with respect to any and all claims, demands, disputes, and controversies. Upon death or legal incapacity of any of the undersigned, Milton is authorized to take such action in regard to the Account, as Milton may deem advisable to protect itself against any liability, penalty or loss. Customer agrees to notify Milton immediately upon the death or legal incapacity of any joint owner. Milton may terminate this Agreement by written notice to any one of the joint owners. In the event that Milton receives a notice of a dispute between or conflicting instructions from joint account holders, Milton may, but is not required to, place restrictions on the account, including restrictions on withdrawals or transfers from an account, until Milton receives satisfactory documentations that the dispute has been resolved or all joint account holders give Milton instructions.

#### 3. INTEREST FREE ACCOUNT HOLDERS.

The undersigned account holder ratifies and confirms that he/she requires an Interest-Free Account in order to comply with Sharia law. Customer hereby consents and acknowledges Company reserves the right to apply processing fees to Interest Free Accounts and shall calculate and apply a profit or loss Adjustment to the Customer's account using its posted daily roll rates as the basis for calculation. Company shall calculate the profit or loss Adjustment and debit or credit the Customer's account at its own discretion without any prior notice. It is also understood an Interest-Free Account will be debited prior to the disbursement of funds for every withdrawal request. Milton reserves the right to revoke the Interest Free Trading account option and/or change the commission fee structure at any time with or without notice.

#### 4. MARGINS AND DEPOSIT REQUIREMENTS.

Customer shall provide and maintain margin in such amounts and in such forms as Milton, in its sole discretion, may require. Customer agrees to deposit by immediate wire transfer such additional margin when and as required by Milton, and will immediately meet all Margin Calls in such mode of transmission as Milton shall, in its sole discretion, designate. Milton may change margin requirements at any time without prior notice. Milton retains the right to limit the amount and/or total number of open positions that Customer may acquire or maintain at Milton. Milton reserves the right to close any Customer positions at any time that it deems necessary. Milton shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions including but not limited to loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. For example, in volatile market conditions a margin call may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged, in the jurisdictions where hedging is permitted by law, due to currency conversion rate volatility or daily interest charges or credits.

#### 5. ROLLOVERS.

Milton 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 Milton, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customer's open positions may differ on a customer-by-customer basis, at Milton's sole discretion. Any positions held in Customer's Account at 17:00 EST may be rolled over to the next settlement date and the Account may be debited or credited for the interest differential for the rollover period.

#### 6. SETTLEMENT DATE OFFSET INSTRUCTIONS.

Offset instructions on currency positions open prior to settlement arriving at settlement date must be given to Milton at least one (1) business day prior to the settlement or value day. Alternatively, sufficient funds to take delivery or the necessary delivery documents must be in the possession of Milton within the same period described above. If neither instructions, funds nor documents are received, Milton may without notice, either offset Customer's position or roll Customer's positions into the next settlement time period or make or receive delivery on behalf of Customer upon such terms and by such methods deemed reasonable by Milton in its sole discretion.

#### 7. LIQUIDATION OF ACCOUNTS.

In the event of: (a) death or judicial declaration of incompetence of Customer or, in the case of a legal entity, its dissolution or liquidation; (b) 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; (c) filing of an attachment against any of Customer's Accounts carried by Milton; (d) insufficient margin, or Milton's determination that any collateral deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account; (e) Customer's failure to provide Milton any information requested pursuant to this Agreement; or (f) any other circumstances or developments that Milton deems appropriate for its protection, and in Milton's sole discretion, it may take one or more, or any portion of, the following actions: (1) sell any or purchase any or all FX contracts, securities or other property held or carried for Customer; and (2) cancel any or all outstanding orders or contracts, or any other commitments made with 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 personal or appointed representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.

#### 8. MANAGED ACCOUNTS.

With regard to managed Accounts, a money manager ("Money Manager") is a person or entity authorized to make decisions with respect to an Account on behalf of the Account's beneficial owners, including a trustee, custodian, conservator, guardian, executor, administrator, attorney-in-fact, or investment advisor or other person to whom Customer has granted trading authority over an Account. Customer understands and agrees that Milton may, but is not required to, review any action or inaction by a Money Manager with respect to an Account and is not responsible for determining whether a Money Manager's action or inaction satisfies the standard of care applicable to such Money Manager's handling of the Account. Customer further understands and agrees that Milton is not responsible for determining the validity of a person's or entity's status or capacity to serve as a Money Manager. Customer agrees to hold Milton and its officers, directors, employees, agents and affiliates harmless from any liability, claim, or expense, including attorneys' fees and disbursements, as incurred, for the actions or non-actions of Customer's Money Manager.

## C. CUSTOMER REPRESENTATIONS

### 1. GENERAL REPRESENTATIONS AND WARRANTIES.

Customer represents and warrants that:

- a) Customer is of sound mind, legal age and legal competence;
- b) Customer (if not a natural person) is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
- c) Execution and delivery of this Agreement and all transactions contemplated hereunder have been duly authorized by Customer and will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer;
- d) Each person executing and delivering this Agreement has been duly authorized by Customer to do so;
- e) No person other than the Customer has or will have an interest in Customer's Account;
- f) Regardless of any subsequent determination to the contrary, Customer is suitable to trade FX,
- g) Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company that trades the same instruments as those offered by Milton, and in the event that Customer becomes so employed, Customer will promptly notify Milton via e-mail of such employment;
- h) Customer has read and understands the Risk Disclosure Statement, Arbitration Agreement and Trading Policies contained in this Agreement;
- i) Customer has conducted simulated trading using the demo trading platform for a period that has allowed the Customer to develop a full understanding of the trading platform;
- j) All information provided by Customer to Milton, including information regarding Customer's trading experience and investment sophistication, is true, correct and complete, and Customer will notify Milton promptly of any changes in such information.
- k) Customer will not engage in FX transactions for purposes of arbitrage or exploitation of temporary inaccuracies in any exchange rates or technical discrepancies.

### 2. DISCLOSURE OF FINANCIAL INFORMATION.

Customer represents and warrants that the financial information disclosed to Milton in the Application is an accurate representation of the Customer's current financial condition. Customer represents and warrants that in determining Customer's Net Worth, Gross Income, Total Assets and Liabilities were carefully calculated. Customer represents and warrants that in determining the value of Total Assets, the Customer included cash and/or cash equivalents, Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets. Customer 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 payable (excluding primary residence) and other debts. Customer represents and warrants that Customer has very carefully considered the portion of Customer's Total Assets which Customer considers to be Risk Capital. Customer recognizes that Risk Capital is the amount of money Customer is willing to put at risk and if lost would not, in any way, change Customer's lifestyle. Customer agrees to immediately inform Milton if the Customer's financial condition changes in such a way as to reduce Customer's Net Worth and/or Risk Capital.

### 3. CREDIT.

Customer authorizes Milton or agents acting on behalf of Milton to investigate Customer's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as Milton shall deem appropriate to verify information regarding Customer. Customer further authorizes Milton to investigate Customer's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, banks, compliance data centers, and any other financial and investment institution as Milton shall deem appropriate. Upon reasonable request made in writing by Customer to Milton, Customer shall be allowed to review any records maintained by Milton relating to Customer's credit standing. Customer shall also be allowed, at Customer's sole cost and expense, to copy such records. Customer acknowledges that Customer's credit score may be impacted when Milton accesses Customer's credit file. Customer also acknowledges that Milton may provide information (e.g. negative Account information of unsecured debts) regarding Customer's performance under this Agreement to these agencies.

## D. ORDER MANAGEMENT

#### 1. CANCELLATION AND MODIFICATION REQUESTS.

Customer acknowledges that it may not be possible to cancel or modify an order. Customer understands and agrees that, if an order cannot be canceled or modified, Customer is bound by any execution of the original order. Milton is not liable to Customer if Milton is unable to cancel or modify an order. Customer further acknowledges that attempts to modify or cancel and replace an order can result in an over-execution of the order, or the execution of duplicate orders, that Milton's systems do not prevent over-execution on duplicate orders from occurring, and that Customer shall be responsible for all such executions. Customer agrees not to assume that any order has been executed or cancelled until Customer has received confirmation from Milton with regard to order execution. Customer is responsible for knowing the status of Customer's pending orders before entering additional orders. Customer agrees to contact Milton in the event Customer is unclear on the status of an order. Customer agrees to regularly review Customer's online Account Statement to confirm the status of Customer's orders.

#### 2. STATEMENTS AND CONFIRMATION.

Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer if not objected to immediately upon receipt and confirmed in writing within one (1) business day after the execution of the Customer's order. Milton will provide Customer access to view Customer's Account at any time with an online login via the Internet. Milton will not provide trade confirmation via postal mail. Written objections on Customer's part shall be directed to Milton located at: Milton Markets Ltd., Suite 305, Griffith Corporate Centre, P.O.Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines, and shall be deemed received only if actually sent via e-mail or delivered or mailed by registered mail, return receipt requested. Failure to object shall be deemed ratification of all actions taken by Milton or its agents prior to Customer's receipt of said reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein.

#### 3. CHARGES.

Customer shall pay such charges (including, without limitation, markups and markdowns, statement charges, idle Account charges, order cancellation charges, Account transfer charges, introducing broker and Money Manager fees, or other charges) arising out of Milton providing services hereunder. Milton may change its charges without notice. All such charges shall be paid by customer as they are incurred, or as Milton in its sole and absolute discretion may determine, and Customer hereby authorizes Milton to withdraw the amount of any such charges from Customer's Account(s).

#### 4. DEPOSITS AND WITHDRAWALS.

Milton shall neither receive nor disburse Customer's funds in cash currency or cash equivalents. All transactions between Customer and Milton shall be performed by wire, Automatic Clearing House ("ACH") or other method in which the identities of both the sending and receiving parties can be verified by Milton and which Milton, in its sole discretion, shall deem appropriate. Milton shall perform deposit/withdrawal transactions only between Customer's Milton Account and another Account which is held in Customer's name or of which Customer clearly demonstrates ownership to Milton. In order to prevent money laundering, fraud, and other unauthorized activity, Milton may limit Customer's withdrawal options.

#### 5. MILTON'S RESPONSIBILITIES.

Milton will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond Milton's control or anticipation. Milton shall not be liable for losses arising from the default of any agent or any other party used by Milton under this agreement.

#### 6. CURRENCY FLUCTUATION RISK.

If Customer directs Milton to enter into any foreign exchange FX transaction: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Customer's Account and risk; (b) all initial and subsequent deposits for margin purposes shall be made in USD, or another currency which Milton may choose to accept, in such amounts as Milton may in its sole discretion require, with subsequent deposits being in the same currency as the initial deposit; and (c) Milton is authorized to convert funds in Customer's Account for margin into and from such foreign currency at a rate of exchange determined by Milton in its sole discretion on the basis of then prevailing money market rates.

#### 7. CROSS TRADE CONSENT.

Customer hereby acknowledges and agrees that Milton may act as the counter-party to Customer for any trade entered for the undersigned's Account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable Regulations of the Financial Services

Commission of British Virgin Islands or other regulatory agency.

#### E. COMMUNICATIONS

##### 1. GENERAL COMMUNICATIONS.

Reports, statements, notices and any other communications shall be transmitted to Customer electronically by posting to Customer's online Account or via e-mail to the e-mail address on Customer's application, or to such other e-mail address as Customer may from time to time designate to Milton. Occasionally Milton may communicate with Customer via postal mail. If Customer does not have access to e-mail, Customer will receive notices and other communications via postal mail. Notices regarding how to electronically review Account statements will be sent to Customers that have no access to e-mail via postal mail. Milton is not responsible if the correspondence sent by postal mail is not received by Customer or if the postal mail is delayed, regardless of whether the delay or failure to receive the correspondence was caused by Milton or a third party. All communications sent via postal mail or sent by e-mail shall be deemed transmitted by Milton when posted or sent and deemed delivered to Customer personally, whether actually received by Customer or not.

## 2. E-MAIL AND ELECTRONIC COMMUNICATIONS.

All e-mails sent to and from Milton are subject to monitoring, review or disclosure to someone other than Customer or Customer's intended recipient. Customer acknowledges that there may be delays in e-mail being received by Customer's intended recipient. Customer agrees to hold Milton harmless for any delay in e-mail delivery regardless of whether the delay was caused by Milton or a third party. E-mail sent to and from a Milton address may be retained by Milton's corporate e-mail system. Customer agrees not to use e-mail to transmit orders to purchase or sell FX and further agrees that Milton is not liable for any actions taken or any omissions to act as a result of any e-mail message Customer sends to Milton. Electronic communications with Milton via our Web site, wireless device or touchtone service are also subject to monitoring, review by or disclosure to someone other than the recipient and such communications may be retained by Milton.

## F. THIRD PARTIES

### 1. NO SEPARATE AGREEMENTS.

Customer acknowledges that Customer has no separate agreement with Customer's broker or any Milton employee or agent regarding the trading in Customer's Account, including any agreement to guarantee profits or limit losses in Customer's Account. Customer understands that Customer is under an obligation to notify Milton Compliance Department immediately in writing as to any agreement of this type. Further, Customer understands that any representations made by anyone concerning Customer's Account that differ from any statements Customer receives from Milton must be brought to the attention of Milton's Compliance Department immediately in writing. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing Milton's limited power of attorney ("LPOA"). Any disputed transactions must be brought to the attention of Milton's Compliance Department pursuant to the notice requirements of this Agreement. Customer agrees to indemnify and hold Milton harmless from all damages or liability resulting from Customer's failure to notify Milton's Compliance Department within one (1) business day of any of the occurrences referred to herein. All notices required under this section shall be sent to Milton at its home office.

### 2. REVENUE SHARING DISCLOSURE.

Customer acknowledges that Milton may enter into revenue sharing arrangements with or retain the services any other third party vendors in connection with technology support, back office and operational support functions relating to Customer's Accounts. Milton reserves the right to enter into such compensation or revenue sharing arrangements any other third party vendors based on volume traded, bid/offer pricing or other outside commission or revenue sharing models.

## G. COMPLIANCE

### 1. ANTI-MONEY LAUNDERING PROCEDURES.

Customer agrees to and acknowledges that Milton may conduct the following procedures at the time of the opening and throughout the existence of the Account:

- a. Identity Verification. To help the government fight the funding of terrorism and money laundering activities, Milton is required to obtain, verify, and record information that identifies each person who opens an Account with Milton. When Customer opens an Account, Milton is required to collect information such as the following: 1) Customer's name; 2) date of birth; 3) permanent address; and 4) identification number. Milton may verify Customer's identifying information by performing a credit check, or requiring Customer to provide a driver's license or other identifying documents.
- b. Monitoring. Milton may monitor the trading activity in Accounts to investigate or identify potential money laundering.
- c. Prohibited Banks Verification. Milton is prohibited from conducting business with the following entities ("Restricted entities"): Banco Delta Asia; VEF Bank; Commercial Bank of Syria; Syrian Lebanese Commercial Bank; Myanmar Mayflower Bank; Asia Wealth Bank; Any Burmese banking institution, including foreign branches; And any subsidiaries of the above entities. The Customer may not, directly or indirectly, deposit money into the Milton trading Account from a Restricted entity. Nor may the Customer, directly or indirectly, withdraw money from the Milton trading Account to any Restricted entity. If we become aware that any Restricted entity is associated with a Customer's Milton trading Account, we will take appropriate steps to prevent such access, including, where necessary, terminating the Account.

### 2. SECURITY AND CONFIDENTIALITY.

Customer agrees and acknowledges that Customer is the exclusive owner and solely responsible, jointly and severally if applicable, for the confidentiality and protection of Customer's Account number(s) and password(s) that allows Customer to



place on-line orders and access Milton's electronic trading systems. Customer further agrees that Customer will be fully responsible for all activities including brokerage transactions that arise from the use of Customer's Account number(s) and password(s). Customer agrees to indemnify and hold Milton harmless from: if any other person utilizing Customer's confidential information provides instructions to Milton that may be contrary to Customer's instructions. Customer will immediately notify Milton in writing or by e-mail of any loss, theft or unauthorized use of Customer's Account number and/or passwords.

### 3. INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

All copyright, trademark, trade secret and other intellectual property rights in the Milton Meta Trader Online Trading Platform ("Trading Platform") shall remain at all times the sole and exclusive property of Milton and/or its 3rd party service providers and Customers shall have no right or interest in the Trading Platform except for the right to access and use the Trading Platform as specified herein. Customer acknowledges that the Trading Platform are confidential and have been developed through the expenditure of substantial skill, time, effort and money. Customer will protect the confidentiality of Milton and/or its 3rd party service providers by allowing access to the Trading Platform 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 Platform. Customer will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Platform or in the manner in which it operates.

### 4. NO ADVICE AND NO RECOMMENDATIONS.

Customer acknowledges that Milton does not and will not give investment, legal or tax advice or make trading recommendations. Customer acknowledges that Milton makes no representations concerning the tax implications or treatment of FX contracts. Customer agrees that Customer is a self-directed investor and all orders entered are unsolicited and based on Customer's own investment decision or the investment decision of Customer's duly authorized representative. Customer agrees that neither Milton nor any of its employees may be Customer's duly authorized representative and that Customer will neither solicit nor rely upon Milton or any of its employees for any such advice. Customer understands that customer is solely responsible for all orders entered, including but not limited to trade qualifiers, the number of trades entered, the suitability of any trade(s), investment strategies and risks associated with each trade, and will not hold Milton or any of its employees liable for those investment decisions. Customer further understands that Milton does not and will not review the appropriateness or suitability of any transactions implemented or investment strategies employed in Customer's Account. Customer hereby agrees to hold Milton and its officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys' fees and disbursements), as incurred, as a result of any losses or damages Customer may suffer with respect to any such decisions, instructions, transactions or strategies employed in Customer's Account by Customer or Customer's duly authorized representative, or as a result of any breach by Customer of any of the covenants, representations, acknowledgments or warranties herein.

### 5. TRADING RECOMMENDATIONS.

(a) Customer acknowledges that: (i) any market recommendations and information communicated to Customer by Milton or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any FX contract, (ii) such recommendation and information, although based upon information obtained from sources believed by Milton to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified; and (iii) Milton makes no representations, warranties or guarantees as to, and shall not be responsible for, the accuracy or completeness of any such information or trading recommendation furnished to Customer. Customer acknowledges that Milton and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell currencies, which are the subject of market recommendations furnished to Customer, and that the market position of Milton or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Customer by Milton.

### 6. RISK ACKNOWLEDGMENT.

Customer acknowledges that investments in leveraged FX transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss of their margin deposit. Customer understands that because of the low margin normally required in trading FX contracts, price changes in FX contracts trading may result in the loss of Customer's margin deposit. Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of FX contracts trading, and in consideration of Milton's carrying his/her Account(s), Customer agrees not to hold Milton responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Customer recognizes that guarantees of profit or freedom from loss are impossible in FX trading. Customer acknowledges that Customer has received no such guarantees from Milton or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her Milton Account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

### 7. RECORDINGS.

Customer agrees and acknowledges that all conversations regarding Customer's Account(s) between Customer and Milton personnel may be electronically recorded 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 Milton. Customer understands that Milton destroys such recordings at regular intervals in accordance with Milton's established business procedures and Customer hereby consents to such destruction.

#### 8. SECURITY AGREEMENT.

All monies, securities, negotiable instruments, FX contracts, off-exchange options and/or other property on deposit with Milton or its affiliates, in Customer's Account, for any purpose, including safekeeping, are hereby pledged with Milton and shall be subject to a security interest in Milton's favor for the discharge of all Customer's obligations to Milton, irrespective of the number of Accounts Customer has with Milton. Customer also grants Milton the right to use the above described properties and any Account credit to offset against any of Customer's obligations to Milton including, but not limited to, transfers for the purpose of margining, or for application to negative balance Accounts not promptly paid, as well as delivery costs and charges.

#### 9. USE OF MONIES.

Customer hereby also grants to Milton the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other customers, to itself or to others, any funds, securities, currencies, and foreign currency or off-exchange options transactions of Customer held by Milton as margin or security. Milton shall at no time be required to deliver to Customer the identical property delivered to or purchased by Milton for any Account of Customer.

#### 10. TECHNOLOGY AND COMMUNICATIONS ISSUES.

Milton and/or its 3rd party service providers provide trading technology for Customer's use in connection with FX transactions made by Customer with Milton. Such trading technology includes, but is not limited to, the Trading Platform, web applications, application program interfaces, software, software code, programs, protocols and displays (collectively "Technology") for trading, analyzing trades and markets, and constructing automated trading systems. Milton provides the Technology "as is," without any warranties of merchantability, fitness for a particular purpose, or other express or implied warranties. Milton will not be responsible for the operation or performance of any automated trading system developed with Technology or for any malfunctions of Technology or for any delays or interruptions in transmission of orders due to breakdown, excessive call volume or failure of transmission or communication equipment on the Internet or otherwise, including, but not limited to, communications problems, computer software or hardware breakdowns, malfunctioning errors, any and all problems or glitches associated with computer problems or any other technical cause or causes.

#### 11. FOREIGN ACCOUNTS.

Customers not residing in New Zealand ("Foreign Accounts") may be asked to comply with requests for special information by Milton 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, Milton 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.

#### H. MISCELLANEOUS

##### 1. BINDING EFFECT.

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

##### 2. TERMINATION.

This Agreement shall continue in effect until termination, and may be terminated by Customer at any time when Customer has no open position(s) and no liabilities held by or owed to Milton upon the actual receipt by Milton of written notice of termination via e-mail, or at any time whatsoever by Milton upon the transmittal of written notice of termination to Customer; provided, that such termination shall not relieve either party of any obligations set out in this Agreement nor shall it relieve Customer of any obligations arising out of prior transactions entered into in connection with this Agreement.

##### 3. ACCEPTANCE.

This Agreement shall not be deemed to be accepted by Milton nor become a binding contract between Customer and Milton until Customer's information is verified and approved by Milton.

##### 4. INDEMNIFICATION.

Customer agrees to indemnify and hold Milton, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by Milton arising out of

Customer's failure to fully and timely perform Customer's responsibilities herein or should any of the representations and warranties fail to be true and correct. Customer also agrees to pay promptly to Milton all damages, costs and expenses, including attorney's fees, incurred by Milton in the enforcement of any of the provisions of this Agreement and any other agreements between Milton and Customer.

#### 5. FORCE MAJEURE.

Milton 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 Milton, Customer, any market, or any settlement or clearing system.

#### 6. TERMS AND HEADINGS.

The term "Milton" shall be deemed to include Milton, its affiliates, divisions, successors and assigns; the term "Customer" shall mean the party (or parties) executing the Agreement; and the term "Agreement" shall include all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's Account with Milton regardless of when executed. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

#### 7. GOVERNING LAW AND JURISDICTION.

This Agreement, and the rights and obligations of the parties hereto, shall be governed by, construed and enforced in all respects by the laws of New Zealand, without regard to choice of law principles.

#### 8. USE OF MILTON'S WEB SITES.

Web sites refer to Milton's Web sites (<http://www.miltonmarkets.com/> and additional Web sites that Milton may register). The Web sites provide Customer with content and information. The content on the Web sites is provided as a convenience but may be inaccurate or outdated. Customer agrees at all times to rely upon Customer's transaction confirmations and statements as the official records of Customer's Account. Information is not related specifically to an Account. Information is financial or investment information provided by third parties to Milton that Milton provides to Customer, which includes market data, news, research, financial analysis, commentary, or tools. The information on the Web sites is provided from sources believed to be reliable but cannot be guaranteed. The information provided on our Web sites is not customized for Customer and Customer understands that the information provided to Customer is not a recommendation to Customer about the suitability of a purchase and/or sale of any currency. Milton may without notice to Customer change, revise, modify, add, upgrade, remove or discontinue any part of Milton's Web sites. The Web sites may include hyperlinks to third-party web sites. Milton is not responsible for the information or content provided by such third party web sites.

#### 9. MARKET DATA, NEWS AND OTHER INFORMATION.

Customer agrees that the market data, news and other information available to Customer through our Web site is for Customer's personal use and that Customer will not retransmit or republish this information in any form without the written consent of Milton.

#### 10. NO WAIVER OR AMENDMENT.

No provision of this Agreement may be waived or amended by the Customer unless the waiver or amendment is in writing and signed by both Customer and an authorized officer of Milton. No waiver or amendment of this Agreement may be implied from any course of trading between the parties or from any failure by Milton 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 as enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

#### 11. SEVERABILITY.

This Agreement, any attachments hereto, and the terms and conditions contained in statements and confirmations, contain the entire agreement between the parties with respect to the subject matter hereof. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulating agency or body, such provision shall be deemed modified, or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.

#### 12. ACCOUNT TRANSFER AND ASSIGNMENT.

Customer authorizes Milton to transfer and assign Customer's Account to any legal entity or company effective after Milton provides Customer prior written notice. Customer may not transfer or assign this Agreement without Milton's prior written consent. Any purported assignment by the Customer in violation of this provision is null, void and unenforceable.



## I. RISK DISCLOSURE STATEMENT.

1. Trading in margined FX involves a high degree of risk including the risk of loss of the Customer's entire Risk Capital deposited with Milton. Losses, in some cases, have the potential to extend beyond the Customer's Account Value. In consideration of Milton agreeing to enter into FX Contracts with its Customer(s) for this Account, Milton requires all the undersigned Customer(s) to analyze their financial objectives, financial status, investment constraints and tax situation to determine whether FX trading is suitable. In addition, we require our Customers to carefully read and acknowledge the Milton Risk Disclosure Statement that outlines without limitation the risks associated with trading margined FX through Milton. By signing this Agreement the Customer understands and agrees that:
2. OTC Margined FX Trading involves a high amount of risk and is highly speculative. Customer(s) agrees that they are in full understanding and willing to assume the legal, economic, and other risks associated with the trading in margined FX, and are willing and able to assume the loss of their entire Risk Capital, defined as those funds, that if lost, would not change your lifestyle or your family's lifestyle. As such, they further agree that margined FX trading is not suitable for Retirement Funds. Milton encourages Customers to closely manage outstanding open positions and to use prudent money management precautions such as, but not limited to, Stop Loss Orders.
3. Excessive leverage available with Margined FX can lead to quick losses. Customer(s) agrees that using a high degree of leverage, defined as the use of a small amount of capital to control a larger amount of an Open Position, can result in large losses due to a price change(s) of open Foreign Currency Contract(s) with Milton. Milton provides leverage on most Currency Pairs for most customers of 100:1. With 100:1 leverage the Customer has the potential to control 1,000,000 unit position with 10,000 units notional value in an Account. Milton encourages its Customers to use only that portion of leverage that the Customer is most comfortable with and to use money management precautions such as, but not limited to, Stop Loss Orders for the purpose of limiting risk. Milton reserves, at its sole discretion, the right to reduce or increase the amount of leverage given on any Currency Pair at any time and without notice.
4. FX trading experience periods of liquidity risk. Customer acknowledges that Liquidity Risk, resulting from decreased liquidity of a currency pair, is usually due to unanticipated changes in economic and/or political conditions. Customer also acknowledges that Liquidity Risk can affect the general market in that all participants experience the same lack of buyers and/or sellers. The Customer also understands that liquidity risk can be Milton specific due to changes in liquidity available to Milton from an Milton Custodian of funds interbank liquidity providers or specific to retail FX market makers due to a perception that the risks of the market segment has increased. When liquidity decreases, Customers can expect, at the minimum, to have wider bid to ask spreads as the supply of available bid/ask prices, outstrips the demand. Decreases in liquidity can also result in "Fast Market" conditions where the price of a currency pair moves sharply higher or lower or in a volatile up/down pattern without trading in an ordinary step-like fashion. In some instances, there may exist the possibility that a trading bid and/or ask price for a FX pair or pairs are not available (a situation where there is no liquidity). Although there may be instances when the aggregate OTC FX market enters a "Fast Market" situation or periods where liquidity is in short or no supply, it is important to note that, Milton prices, bid/ask spreads and liquidity will reflect the prevailing interbank market liquidity for Milton. Milton can Liquidate Positions of the Customer that do not have adequate margin: Because of the leverage available with OTC Margined FX Trading and the potential for extreme volatility, an Milton Custodian of funds reserves the sole discretionary right to liquidate Customer's Account(s) should the Margin in the Account not be sufficient to cover the potential risk of loss. Milton graphically shows the Customer's Liquidation Level on the Customers Milton Margin Monitor. Should the Customer's Account value go below the free of programming bugs that can cause trading, position keeping or any other required functionality of the Trading Platform and other relevant software applications associated with Milton including but limited to clearing, market making and escrow Account software, from becoming inoperable or without errors.
5. There is a Communication Risk that the Customer assumes. Although Milton will have qualified representatives available on the telephone during business hours, a representative may become unavailable due to communication or other malfunction, or high call volume. The Customer acknowledges and agrees that they will hold harmless Milton for any loss or missed trading opportunity resulting from any communication problems the Customer may encounter.
6. Milton does not take responsibility for Money Managers. Should a Customer grant a Money Manager trading discretionary trading authority or control over a Customer's Account, the Customer acknowledges that Milton does not take any responsibility for any action done by that Third Party on the Customer's behalf. The Customer grants Money Manager trading authority for the Customers Account at its sole, and full risk. Milton reserves the right to correct any transactions executed on misquoting errors: In the case when a quoting error occurs that results in a Customer transaction done at an off-market price, Milton reserves the sole discretionary right to make the necessary corrections and adjustments to the Customer's Account whether it be in the favor of the Customer or not in the Customer's favor. Any change will be reported to the Customer either verbally or via an electronic method such as but not limited to email.
7. All Market Recommendations made by Milton or any representative of Milton are for informational purposes only. Any decision by the Customer to buy or sell a foreign currency pair is an independent decision by the Customer. Market

recommendations made by Milton or a representative of Milton do not constitute an offer to sell or buy any Foreign Currency pair from Milton or from any other source that may provide straight through processing prices to the Customer. Milton and its employees are not investment advisor(s) and have no fiduciary duty to Customer and therefore is not liable for any losses incurred by the Customer as a result of information or any recommendations made by Milton or representative of Milton. Customer is at Risk if Milton should go out of business. There is no guarantee that Milton as a business will be profitable. Consequently, there exists a credit risk that Milton may be subject to losses, which could, in turn, jeopardize the capital that the Customers have in their Accounts. Customer acknowledges that in the event of insolvency, the Customer can only look to Milton for performance and return of all Collateral and Margin that the Customer may have at Milton.

8. Milton may decide to exit the FX Business. As a result, the Customer agrees and acknowledges that Milton may liquidate all Customer positions, and return margined funds to the Customer at the sole discretion of Milton, at any time and for any reason. Milton Customers do not hold Milton liable for any loss as a result of liquidation of the Customers position either on an actual basis or as a result of missed profit opportunities.

9. Customers are responsible for any reporting errors. Any reporting and confirmation errors of omission, and/or errors in details of transactions including but not limited to the price contracts were executed, the currency pair traded, the market direction (i.e., "buy" or "sell") of order, the type of order and/or any errors in fees, charges or credits to the Customer's Account including but not limited to charges for executing a transaction, wiring funds, rolling over position, and sweeping foreign currency balances into the home currency, require that the customer notify Milton immediately upon discovery for review. In addition, the Customer is responsible to submit any errors in writing to Milton and send the complete details to Attn: Milton Markets, 38 Birmingham Drive, Middleton, Christchurch, 8024 New Zealand. Notice shall be deemed received only if actually delivered or mailed by registered mail to, return receipt requested.

10. Risks from trades done using chat communication devices. Milton may utilize an electronic conversational application or other similar chat application for the communication and execution of some market orders. Trades done using chat applications or the telephone should only be done if the Customer cannot execute using the Trading Platform. Although currently not planned, Milton reserves the right to charge a commission for trades done over chat applications. Should Milton charge a commission for chat application trades, it will be reported on the Milton Website and be reflected as a line item debit in your Milton Account Reports. All trades and charges done via chat applications are final. Neither Milton nor third party chat application provider is responsible or liable if the electronic logs of the electronic conversations are erased or never recorded because of error, omission or any reason. Milton is also not liable should User Name, Password and Account information be obtained knowingly or unknowingly by a Third Party and as a result, trades done in the name of the Customer without his or her knowledge or authorization.

11. Milton has limited liability. The Customer agrees and acknowledges that Milton shall not be liable to the Customer for any claims, losses, damages, costs or expenses, including attorneys' fees caused directly or indirectly by any events, actions or omissions, without limitation, claims, losses, damages, costs and expenses, including attorney's fees, resulting from civil unrest, war, insurrection, international intervention, governmental action) including, without limits, exchange controls, forfeitures, devaluations and nationalizations), natural disasters, acts of God, market conditions, communication problems or any delay, disruption, failure of any transmission or communication system or computer hardware or software application whether supplied and belonging to Milton or from a third party vendor that the Customer and Milton relies on to conduct execution and reporting services.

12. Effect of "Leverage" or "Gearing". FX contracts carry a high degree of risk. The amount of initial margin is small relative to the value of the FX contract so that transactions are "leveraged" or "geared". A relatively small market movement may have a proportionately larger impact on the funds Customer has deposited or will have to deposit. This may work against Customer as well as for Customer. Customer may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain Customer's position.

13. Risk-reducing orders or strategies. Placing contingent orders, such as "stop-loss" or "limit" orders, particularly in volatile market conditions, will not necessarily limit Customer's losses to the intended amounts, since market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

14. Charges. Before Customer begins to trade, Customer should obtain a clear understanding of all charges for which Customer may be liable. These charges will affect Customer's net profit (if any) or increase Customer's loss.

15. Electronic trading. Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If Customer undertakes transactions on an electronic trading system, Customer will be exposed to risks associated with the system including any failure of hardware and software. The result of any system failure may be that Customer's order is either not executed according to Customer's instructions or not executed at all. Since Milton does not control signal power, its reception or routing via Internet, configuration of Customer's equipment or reliability of

its connection, Milton cannot be responsible for communication failures, distortions or delays when trading on-line (via Internet). In no event shall Milton be liable for speculative or expectancy damages for potential future lost profits.

16. **Limitation of liability.** Customer accepts any trading system provided by Milton "as is," and without warranties, express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular use, purpose or application; timeliness; freedom from interruption; or any implied warranties arising from trade usage, course of trading or course of performance. Under no circumstances shall Milton be liable for any punitive, indirect, incidental, special or consequential loss or damages, including loss of business, profits or goodwill. Milton shall not be liable to Customer by reason of delays or interruptions of service or transmissions, or failures of performance of Milton's or its affiliate systems, regardless of cause, including, but not limited to, those caused by hardware or software malfunction; regulatory action; acts of god; war, terrorism, or our intentional acts. Customer recognizes that there may be delays or interruptions in the use of our system, including, for example, those caused intentionally by Milton for purposes of servicing the system. Milton does not guarantee that alternative trading arrangements will be available at a particular time and Milton will not be held liable for delays in entering an order.

17. **Margin.** Milton's margin policies require that Customer's Account be properly margined at all times. Failure to meet margin requirements may result in the liquidation of any open positions with a resultant loss. Milton reserves the right to liquidate all positions without notice if an Account falls below Customer's minimum margin requirement, in accordance with Milton's margin call policy.

18. **Quoting errors.** Should quoting errors occur, which may include, but are not limited to, a mistype of a quote by Milton, a quote which is not representative of fair market prices, an erroneous price quote from a Milton employee, such as but not limited to a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors, Milton will not be liable for the resulting errors in Account balances. The foregoing list is not meant to be exhaustive and in the event of a quoting error, Milton reserves the right to make the necessary corrections or adjustments on the Account involved. In the event of a system error where interest is not charged or credited as scheduled, Milton reserves the right to apply the missed interest to the Account at any time.

19. **Third-Party Authority.** In the event that Customer grants trading authority or control over Customer's Account to a third-party trading advisor, such as a Money Manager, whether on a discretionary or non-discretionary basis, Milton shall in no way be responsible for reviewing Customer's choice of such trading advisor, or for making any recommendations with respect thereto. Milton makes no representations or warranties concerning any trading advisor; Milton shall not be responsible for any loss to Customer occasioned by the actions of the trading advisor; and Milton does not, by implication or otherwise, endorse or approve of the operating methods of any trading advisor. If Customer gives a Money Manager authority to exercise any rights over Customer's Account, Customer does so at Customer's own risk. Customer should regularly review the activity in Customer's Account to ensure that Customer approves of the transactions placed on Customer's behalf by Customer's Money Manager.

20. **Disclosure Regarding Bankruptcy Protections.** The transactions Customer is entering into with Milton are not traded on an exchange. Therefore, Customer's 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 Milton becomes insolvent and Customer has a claim for amounts deposited or profits earned on transactions with Milton, Customer's claim may not receive a priority. Without a priority, Customer is a general creditor and Customer's 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 Milton keeps separate from its own operating funds may not be safe from the claims of other general and priority creditors.

21. **Volatile Market Conditions.** Trading at times of extraordinarily volatile market conditions, e.g. key news announcements may expose the Customer to additional risks, including the risk that the Customer may not get the price him or her requests. Milton cannot and does not guarantee its prices in times of extraordinary market volatility.

22. **Simulated Conditions.** Simulated conditions may differ from real conditions. Therefore, Customers who trade on demo Accounts should not necessarily expect the same results from live trading.

23. **Referring Parties.** IF YOU WERE REFERRED TO Milton BY AN INTRODUCING BROKER, REFERRING PARTY OR THIRD PARTY ADVISOR (EACH, AN "IB"), PLEASE BE ADVISED THAT Milton AND YOUR IB ARE WHOLLY SEPARATE AND INDEPENDENT FROM ONE ANOTHER AND THERE EXISTS NO JOINT VENTURE OR PARTNERSHIP RELATIONSHIP BETWEEN THE PARTIES. ADDITIONALLY, NEITHER IB NOR ANY OTHER EMPLOYEE OR AGENT OF IB IS AN AGENT OR EMPLOYEE OF Milton.

a. Milton does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Customer may have received or may receive in the future from Customer's IB or from any other person not employed by Milton regarding Forex trading or the risks involved in such trading.

b. Milton provides risk disclosure information to all new Customers when they open Accounts. Customer should read that information carefully, and should not rely on any information to the contrary from any other source.

c. Customer acknowledges that no promises have been made by Milton or any individual associated with Milton regarding future profits or losses in Customer's Account. Customer understands that Forex trading is very risky, and that many people lose money trading.

d. If an IB or any other third party provides Customer with information or advice regarding Forex trading, Milton shall in no way be responsible for any loss to Customer resulting from Customer's use of such information or advice.

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

f. Because the risk factor is high in foreign currency trading, only genuine risk capital should be used in such trading. If Customer does not have capital which the Customer can afford to lose, Customer should not trade in the foreign currency markets.

g. Customer understands and acknowledges that Milton may compensate Customer's IB for introducing Customer to Milton and that such compensation may be on a per-trade basis or other basis.

h. Customer understands and agrees that if Customer's Account with Milton is introduced by an IB, that IB shall have limited access to information regarding Customer's Milton Account, but the IB shall not have the right to enter into any trades on Customer's Milton Account unless authorized by Customer under a power of attorney between Customer and IB granting such IB the right to trade on Customer's Account.

i. Customer understands and acknowledges that Customer may have only one IB, a party that originally referred Customer to Milton.

j. Customer may terminate Customer's relationship with an IB by providing written notice to Milton. Customer understands and acknowledges that Customer can not be considered the client of any other IB. Should you have any questions regarding the risks of trading in foreign currency; please contact your Account representative.

#### 24. PRIVACY POLICY.

Information Collected by Milton. The categories of nonpublic personal information which Milton shall collect include: (1) information provided by the customer when opening an Account, or to process a transaction, such as name, address, assets, bank information, prior trading experience, etc.; (2) information used to verify the identity of the customer, including copies of government issued identification materials such as passports, drivers licenses, and credit

reports; (3) Information resulting from transactions between the customer and Milton or an affiliate of Milton, such as withdrawal and deposit forms; (4) Information derived from customer's navigation and usage of Milton's website and online platforms, including Account trading statements.

a. Information Disclosed by Milton and To Whom Milton Discloses the Information. Milton does not share nonpublic personal information about our clients or former customers to anyone, except as permitted by law. For example, Milton may provide information to non-affiliated third parties, as permitted by law, in providing financial services to you. This includes a consumer reporting agency that prepares your credit report. Furthermore, Milton may provide information, as permitted by law, to government or regulatory agencies and to comply with a legal summons, court order, subpoena or a similar legal process, audit or investigation. We may also disclose your nonpublic personal information if you authorize such disclosure.

b. Confidentiality and Security Procedures. Only those personnel for whom the information is necessary to complete a given transaction shall possess the authority to access the information. Milton, its personnel, and its affiliates shall strictly adhere to security practices and procedures to ensure the confidentiality of its customers' information. Milton maintains numerous safeguards that comply with Federal regulations to guard your nonpublic personal information. Milton will continue to protect the privacy of former customers' nonpublic personal information in the same manner as when they were customers. Unlike continuing customers, however, former customers will not receive annual privacy notices. Milton will provide a notice of our privacy policy annually, as long as the customer maintains an Account with Milton. Milton reserves the right to make changes to this policy. This policy may always be reviewed on <http://miltonmarkets.com/>

#### J. CONSENTS AND FURTHER AGREEMENTS



#### 1. CONSENT TO ELECTRONIC TRANSMISSION OF CONFIRMATIONS & ACCOUNT STATEMENTS.

Customer hereby consents to have Customer's Account information and trade confirmations available on the Internet, in lieu of having such information delivered to Customer via mail or e-mail, as specified in paragraphs labeled "Statements and Confirmations" and "Communications" of the Customer Agreement.

#### 2. AUTHORIZATION TO TRANSFER FUNDS

Customer hereby agrees that Milton may, at any time and from time to time, in the sole discretion of Milton, apply and transfer from any of Customer's Accounts with Milton to any of Customer's other accounts, whether held at Milton 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.

#### 3. AGREEMENT TO USE COLLATERAL.

Customer authorizes Milton to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any Collateral held by Milton, including, but not limited to, using the Contracts as collateral for a loan to Milton, and, further trading 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 Milton. This Agreement to Use Collateral shall remain in effect so long as Customer's Account with Milton remains open or Customer has any obligations of any kind to Milton, under the Customer Agreement.

#### 4. TAX ID CERTIFICATION.

Customer hereby certifies, under penalty of perjury, that (1) the number provided on the Customer Application is Customer's correct Taxpayer Identification Number and (2) the ownership, or beneficiary, of Customer's Account is not subject to withholding.

#### 5. ARBITRATION AGREEMENT.

Any dispute, claim or controversy between Customer, on one hand, and Milton and/or its officers, directors, agents or employees, on the other hand, arising out of or relating to the Customer Agreement, Customer's Account with Milton or any other trading between Customer and Milton shall be resolved by binding arbitration. Any dispute between the Customer and Milton shall be resolved by the International Centre for Dispute Resolution ("ICDR"), in accordance with the International Arbitration Rules in effect at the time such arbitration is commenced. The award in such arbitration proceeding shall be final and binding, and may be entered in any court having jurisdiction thereof. Customer and Milton agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. All statutes of limitations applicable to any dispute apply to any arbitration between Customer and Milton. The provisions of this Arbitration Agreement shall survive termination, amendment or expiration of Customer's Account relationship or the governing Milton Customer Agreement or any other relationship between Customer and Milton. Either Customer or Milton may require the submission of the dispute to binding arbitration at any reasonable time, notwithstanding that a lawsuit or other proceeding has been commenced. Neither Customer nor Milton shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or of a private attorney general. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or result of any arbitration hereunder without prior written consent of both parties. The award shall be made within nine months of the filing of the notice of intention to arbitrate (demand), and the arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the parties or by arbitrator(s) if necessary. Milton shall pay any incremental fees that may be assessed by a qualifying forum for provision of a mixed panel, unless the arbitrators in a particular proceeding determine that the customer has acted in bad faith in initiating or conducting the proceeding.

#### K. TRADING RULES AND PROCEDURES.

The following Trading Rules and Regulations combined with the Milton user guide and trading policy document will outline procedures and policies regarding trading and setting up an Account with Milton. All Customers are required to read, understand and adhere to these rules and regulations. Milton reserves the right to change any rules or regulations at its sole discretion and at any time.

##### 1. TRADING HOURS:

a. The Milton normal trading week begins at 17:15 (5:15 PM EST) on Sunday and ends at 17:00 (5:00 PM EST) on Friday (time are subject to change.)

b. Milton will announce and display on a best efforts basis a holiday schedule on the <http://www.miltonmarkets.com/> website when trading will not take place.

c. In the event of a holiday, Milton will pre-announce the start-up time when trading will resume in advance and display the information on the <http://www.miltonmarkets.com/> website.



d. Milton reserves the right at its sole discretion to conduct special technical maintenance times when trading electronically may not be available.

## 2. DEPOSIT AND ACCOUNT INFORMATION.

a. Deposits can be made via a wire transfer. Funds are not available for trading until they clear at the bank and posted to the Customer's trading Account (please see PAYMENT INSTRUCTIONS below)

b. All bank fees such as wire transfer fees into and out of the Account will be debited to the Customer's trading Account as they occur.

c. In instances where the Customer is closing an Account with instructions to wire the remaining balances, the wire transfer fee will be deducted from the Final Account Balance forwarded to the Customer.

d. All deposits are accepted in USD, EUR and CAD. Customers from foreign countries have the option to fund in these currencies or convert any other currency into USD before wiring to the Milton clearing bank, or wire any unsupported currencies to our clearing bank at which point our clearing bank will convert the balances into USD at their current conversion rate for that currency.

e. A minimum deposit of 250 is required to open an Account with Milton.

f. Before any payment from an Account is made, the Customer is required to email a Funds Withdrawal Form to:

Milton Markets Ltd.  
Suite 305, Griffith Corporate Centre  
P.O.Box 1510, Beachmont, Kingstown  
St. Vincent and the Grenadines

OR E-mail the signed Funds Withdrawal form to: support@miltonmarkets.com  
OR +81 03 6730 9531

h. Under NO CIRCUMSTANCES will Milton accept a payment or deposit into an Account by a person or entity other than the person or entity whose name appears on the Account.

i. Under NO CIRCUMSTANCES will Milton make payment to a person or entity other than person or entity whose name appears on the Account.

j. Under NO CIRCUMSTANCES will Milton transfer funds from one Account with Milton to another Account at Milton with different Account Authorization information.

## 3. PAYMENT INSTRUCTIONS.

Please find funding instructions for additional currencies and payment options inside the Milton Markets customer area.

## 4. LIQUIDATION LEVEL.

Milton reserves the right to automatically liquidate the position and the Customer will be responsible for all losses as a result of the liquidation. Milton reserves the right to change the Liquidation Level at its sole discretion.

5. Prices from Milton are independent of prices found elsewhere. Customers acknowledge that the prices reported by Milton for buying and selling currency pairs are independent and can differ from the prices displayed elsewhere or from other liquidity providers in the interbank market. Differences can result from, but are not limited to, changes in liquidity from interbank market makers to Milton, an unbalanced position or exposure in currency pairs at Milton, or differing expectations of price movements in currency pairs by Milton. Milton expects that in most cases the prices provided to its Customers will be in line with the general interbank market but does not warrant or imply that this will always be the case.

6. Rollover rates for open positions of currency pairs are determined by Milton and are independent of prices found elsewhere in the Interbank market. Customer acknowledges that all existing Spot Open Positions that remain open over the end of business day for Milton, defined as 17:00 EST/EDT, are automatically rolled over to the next available Spot Settlement Date at a net debit or credit to the Customer(s) Account as determined by spot interest rates determined solely by Milton. In general, if the Customer is long a currency that has higher spot interest rate than the currency that Customer is short; the Customer can expect a net credit added to the Customer's Account value at the end of day. If the Customer is short a currency that has a higher spot interest rate than the currency that the Customer is short, the Customer can expect a net debit subtracted from the Customer Account Value at the end of the day. Rollover debits and credits are also influenced by the number of days that the position has

to be rolled. For positions that need to be rolled from a spot settlement date of Friday to Monday, the debit or credit will reflect rollover from Friday to Monday or three business days. For rollovers from Monday to Tuesday, Tuesday to Wednesday, Wednesday to Thursday and Thursday to Friday, the rollover debit or credit is for only one business day. If there is a holiday and Milton is closed, the rollover would take into consideration the holiday. For example, if Tuesday is a holiday, rollovers from Monday will be for two (2) business days (i.e. from Monday to Wednesday). Since rollover debits and credits are determined by the respective short-term spot interest rates of the respective currencies that make up a currency pair, a large spread from one currency's rate in relation to another's can cause a large debit or credit rollover amount. This spread can result, but is not limited to, a country's tightening of credit conditions in order to dissuade speculators from shorting a currency versus another. The Bank of England in the early 1990's raised short term interest rates to over 20% to dissuade currency speculators from selling Sterling against other currencies when the Pound Sterling came under pressure by speculators. In this situation, those who were short STG and long US Dollars were forced to rollover their spot positions at a large debit from one spot settlement date to the next. By doing so the Bank of England was attempting to dissuade currency speculators from selling STG over spot and rolling over the position from one day to the next. The action was intended to force those who were short STG, to cover their positions before the end of the day forcing an underlying bid into the currency. Year-end and quarter-end periods can also cause unusual spikes in short-term interest rates that may cause temporary spikes in rollover debits and credits. Customers acknowledge that there exists a rollover risk to currency positions. Milton will display the rollover debits or credits for the respective currencies pairs in the Milton application and automatically update Customer Reports to reflect the cash flow. Milton reserves the right to change the credits or debits at its sole discretion if the original amounts are in wrong due to an error or omission.

7. Sweep rates for currency balances other than USD are determined by Milton and may be independent of prices found elsewhere in the Interbank market. Profits that are calculated in a foreign currency are "swept" into dollars when the open positions are closed and the Profit and Loss realized. For example, if a Customer buys one (1) lot of USD/JPY at 115.00 and sells the same one (1) lot at 116.00, the realized profit on the transaction would be:

Sale Proceeds in Yen = ¥11,600,000  
Less: Purchase Proceeds in Yen = ¥11,500,000  
Realize Profit of the Trade = ¥ 100,000

Since the realized profit is in Yen, the amount must be swept into US dollars by selling Yen and buying USD. If the exchange rate for the USD/JPY exchange rate is 116.05, the 100,000 Yen are converted and swept into USD at 116.05 creating a USD realized profit of \$861.70 (100,000 / 116.05 = \$861.70). When trading in currencies where the secondary currency is USD (i.e., EUR/USD and GBP/USD), the realized profit and loss is already stated in USD. As a result, the Profit or Loss does not have to be swept. There is No Guarantee of Profit from Trading with Milton: Customer acknowledges that neither Milton nor any of its representatives guarantees to the Customer that they will profit from trading or investing in FX. Customer further acknowledges that they could sustain the loss of their entire Risk Capital deposited in their Account and are financially able to withstand any losses incurred.

8. There is No Guarantee that Milton will be able to execute stop loss orders, limit orders or OCO Orders at the Customer Entered Price. Customer acknowledges and agrees that there may be market, liquidity or other conditions that will prevent Milton from executing Customers specific Stop Loss Orders, Limit Orders or OCO Orders at the Customer designated price. In some cases the orders will be executed at prices that are less favorable to the price entered and desired by the Customer. The Customer acknowledges and agrees that they are still responsible for trades executed at levels different from their orders and that Milton is not liable for failure to do so.

9. There is technology risk inherent in trading online or via a software application. Although Milton has invested a lot of resources developing, testing, configuring and integrating the Trading Platform and other relevant software and hardware, the Customer acknowledges and agrees that Milton does not guarantee that the Customer will be able to successfully execute transaction, monitor their positions, or perform other essential tasks of Milton while using the public Internet and other technology from Milton or from third party vendors known or not known for which Milton may rely on. Milton cannot control, without limitation, the routing, Internet connectivity, reliability of customer or Milton equipment, network connections or any other technology hardware malfunction caused by Milton hardware, hardware and connectivity that makes up the public Internet, or hardware at the Customers location. Nor does Milton guarantee, although all effort has been made to the contrary, that the Trading Platform and Associated Back Office and Broker Software Interfaces nor any other code or application including but not limited to the interface with Milton liquidity provider(s) or the interface with the escrow Account institution or other technology application that would come under the heading software, are error-free and would not lead to communications problems, computer software or hardware breakdowns, malfunctioning errors, and any and all problems or glitches associated with computer problems or any other technical cause or causes. Customer acknowledges and agrees that Milton provides Trading Platform and Associated Back Office and Broker Software Interfaces "as is," without any warranties of merchantability, fitness for a particular purpose, or other express or implied warranties.

## 10. PAYMENTS AND REFUND POLICY

Milton and all its sites use several Merchant Solutions("Merchant Solutions") for online payment, order processing,order delivery, and other merchant solutions. Billing occurs at the time of or shortly after your transaction. If a credit card is being used for a transaction, GCM may obtain preapproval for an amount up to the amount of the order. You agree that you will pay for all products you purchase through the Merchant Solutions, and that Milton may charge your credit card for any products purchased. Review our Merchant Solutions Terms and Conditions below:

NETELLER: [https://www.neteller.com/en\\_us/policies/terms-of-use](https://www.neteller.com/en_us/policies/terms-of-use)

Skrill: [https://www.neteller.com/en\\_us/policies/terms-of-use](https://www.neteller.com/en_us/policies/terms-of-use)

Allied Wallet: [https://www.neteller.com/en\\_us/policies/terms-of-use](https://www.neteller.com/en_us/policies/terms-of-use)

All sales of products are final. Fees paid for products and services are non-refundable. Prices for products offered via the Merchant Solutions may change at any time, and the Merchant Solutions does not provide price protection or refunds in the event of a price reduction or promotional offering.

If a product becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Milton.

### THIS IS A LEGALLY BINDING CONTRACT

I hereby represent that the information provided by me is true and correct. I further represent that I will notify Milton of any material changes in writing. Milton reserves the right, but has no duty, to verify the accuracy of information provided, and to contact such bankers, brokers and others as it deems necessary.

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

By signing this Customer Agreement, Arbitration Agreement, Risk Disclosure and Trading Rules and other related application documents (the "Agreement Documents"), I acknowledge that I have carefully read the terms and conditions of the Agreement Documents. The Agreement Documents are a legally binding contractual agreement and I agree to be bound by every term and condition, including the items listed above in these Agreement Documents. No modification of the Agreement Documents is valid unless accepted by Milton in writing. I confirm that I have received a full set of Account Documents and I have not made any alterations or deletions to the Agreement Documents or any other application documents from the original forms. In the event that there are any alterations or deletions to any such documents, such alteration and deletions shall not be binding on Milton and said original forms shall govern Customer Account relationship with Milton. Finally, I confirm that I am aged 18 years or over and that the information provided by me in this application is accurate and correct.

#### **Individual Accounts:**

Print Client Name	Signature	Date

#### **Joint and Corporate Accounts:** *Signatures are required from all individuals listed on the account*

Print Client Name	Signature	Date

*\*Please fax to +81 (03) 6730 9531 or scan and e-mail to [support@miltonmarkets.com](mailto:support@miltonmarkets.com)*

**CUSTOMER AGREEMENT**