

Terms of Business

Version 1.5

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Terms of Business

This Agreement is a Legal Contract, Please Read it carefully.

This is a legal contract between IMGFX LTD, a company incorporated and registered in St. Vincent and the Grenadines, Ste 305 Griffith Corporate Centre, Beachmont, Kingstown, PO 1510, hereunder IMGFX LTD or the Company, its successors and assigns, and the party (or parties) executing this document.

In connection with opening an account with IMGFX Ltd to speculate and/or purchase and/or sell foreign exchange in the international Over-the-Counter Foreign Currency Markets (hereinafter referred to as "FOREX"), and the receipt of such other services and products as IMGFX Ltd may, in its sole discretion, determine to offer from time to time in the future,

Customer acknowledges that it has been advised and understands the following factors concerning trading in FOREX:

1. FOREX is not traded on a regulated exchange. There are no guarantees to the credit worthiness of the counter party of your currency position. Every attempt has been made to deal with reputable credit worthy banks/clearing houses. Also, there may be certain cases in which trading liquidity decreases, causing trading in a certain currency(ies) to cease, thereby preventing the liquidation of an adverse position which may result in a substantial financial loss.
2. Trading in FOREX is suitable only for those sophisticated institutions or individual participants who are financially able to withstand losses which may equal or exceed the value of margins or deposits.
3. The market recommendations of IMGFX LTD are based solely on the judgment of IMGFX LTD's personnel. These market recommendations may or may not be consistent with the market position or intentions of IMGFX LTD, its affiliates, and/or employees. The market recommendations of IMGFX LTD are based upon information believed to be reliable, but IMGFX LTD cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will eliminate the risk inherent in trading currency. Any market recommendations of, or information provided by, IMGFX LTD do not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any FOREX transaction. Customer understands and hereby agrees that Customer is capable of, and solely responsible for, assessing the merits and risks of any trade it may enter into with IMGFX LTD.



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Customer understands that IMGFX LTD does not permit its Customer Representatives to either exercise discretion or manage a FOREX account, or hold power of attorney over a FOREX account, unless approved by and executive office of IMGFX LTD and only after proper documentation has been submitted and approved by IMGFX LTD. If Customer's account is not being traded with Customer's authorization, Customer must notify IMGFX LTD immediately.

5. IMGFX LTD's margin policies and/or the policies of those banks/clearing houses through which trades are executed may require that additional funds be provided to properly margin Customer's account and Customer is obligated to immediately meet such margin requirements. Failure to meet margin calls may result in the liquidation of any open positions with a resultant loss. IMGFX LTD reserves the right to refuse to accept any order.

6. Customer understands that he/she must carefully review the reports relating to Customer's trading posted online by IMGFX LTD. Pursuant to the Customer Agreement, all reports of execution will be deemed final unless customer objects within 24 hours of being posted. All statements of account will be deemed final unless Customer objects to such statements within 24 hours of being posted. Objections may be made initially by email or by telephone, but must be confirmed thereafter in writing.

7. Customer understands that IMGFX LTD may establish rules and provisions for client accounts, including and not limited to minimum account size, investment time period, commissions and fees, leverage size per instrument, mark ups, rules relating to stop losses and limits, rules relating to rollovers, rules relating to margin calls, or any other financial arrangement, and that such rules and provisions may be changed by IMGFX LTD from time to time.

8. The Customer has read and understands the Customer's obligations and rights under this Customer Account Letter and the following Customer Agreement and agrees and acknowledges that this Customer Account Letter and the following Customer Agreement will control the Customer's relationship with IMGFX LTD. The Customer agrees that

Customer is fully responsible for making all final decisions as to transactions effected for Customer's account. Customer has considered the foregoing factors and in view of Customer's present and anticipated financial resources, Customer is willing and able to assume the substantial financial risks of OTC trading.



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IT IS THE CUSTOMER'S RESPONSIBILITY TO FIND OUT ALL NECESSARY INFORMATION ABOUT CURRENCY TRADING AND IMGFX LTD'S TERMS AND CONDITIONS AND MAKE SURE THAT ALL RISKS AND ARRANGEMENTS ARE DISCUSSED AND CLEARLY UNDERSTOOD PRIOR TO ANY TRADING ACTIVITY.

Customer Agreement

In consideration of IMGFX LTD agreeing to carry one or more accounts of the undersigned ("Customer") and providing services to Customer in connection with the purchase and sale of currency in Over-the-Counter Foreign Currency markets (hereinafter referred to as "FOREX"), and the receipt of such other services and products as IMGFX LTD may, in its sole discretion, determine to offer from time to time in the future and which may be purchased or sold by or through

IMGFX LTD for Customer's accounts(s), Customer agrees as follows:

1. TERMS AND HEADINGS

The term "IMGFX LTD" shall be deemed to include IMGFX LTD, their subsidiaries, their 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 IMGFX LTD regardless of when executed. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

2. AUTHORIZATION TO TRADE

IMGFX LTD is authorized to purchase and sell FOREX for Customer's account(s) with a counter party bank or sophisticated institutions or participants in accordance with Customer's oral or written or computer instructions, subject to the terms of this Agreement and all annexes hereto. Unless instructed by Client to



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the contrary in writing, IMGFX LTD is authorized to execute all orders with such banking institutions, counter party, bank, or sophisticated institutional participants as IMGFX LTD deems appropriate.

Customer is obligated to keep passwords secret and solely responsible to ensure that third parties do not obtain access to the password or IMGFX LTD's trading facilities. 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 limited to, any order) to IMGFX LTD from persons

IMGFX LTD, in its sole judgment, believes are apparently authorized by Customer. If Customer's account is titled as a joint account, IMGFX LTD 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. IMGFX LTD 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 IMGFX LTD in reliance on any such instructions or on the apparent authority of any such persons.

3. GOVERNMENTAL COUNTER PARTY INSTITUTION AND INTERBANKING SYSTEM RULES

All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the counter party institution or other

interbank market (and its clearing organization, if any) where executed and to all applicable laws and regulations. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, or a contract market or clearing organization which shall be binding

upon IMGFX LTD and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. Customer acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements and Customer shall not thereby be given any independent legal or contractual rights with respect to such requirements.

4. MARGINS AND DEPOSIT REQUIREMENTS

Customer shall provide to and maintain with IMGFX LTD margin in such amounts and in such forms as IMGFX LTD, in its sole discretion, may require. Such margin requirements may be greater or less than margins required by a counter party bank. IMGFX LTD may change margin requirements at any time. Customer agrees to deposit by immediate wire transfer, or other payment method acceptable to IMGFX LTD, such additional margin when and as



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required by IMGFX LTD and will promptly meet all margin calls in such mode of transmission as IMGFX LTD in its sole discretion designates. IMGFX LTD may at any time proceed to liquidate Customer's account and any failure by IMGFX LTD to enforce its rights hereunder shall not be deemed a waiver by IMGFX LTD to enforce its rights thereafter. IMGFX LTD retains the right to limit the amount and/or total number of open positions which Customer may acquire or maintain at IMGFX LTD, and to increase margin requirements in advance of earnings or other news or events, with or without notice, either before such events or retroactively or at any other time that it deems at its sole discretion. IMGFX LTD will attempt to execute all orders which it may, in its sole discretion, choose to accept in accordance with the oral or written or computer instructions of Customer's. IMGFX LTD reserves the right to refuse to accept any order. However, IMGFX LTD shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of IMGFX LTD including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. In the event that Customer directs IMGFX LTD to sell any margin, collateral, contract or other property and

IMGFX LTD is unable to deliver such margin, collateral, contract or other property to a purchaser because Customer fails to deliver it to IMGFX LTD, IMGFX LTD may borrow or purchase any margin, collateral, contract or property necessary to make such delivery, and Customer hereby agrees to guarantee and hold IMGFX LTD harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees that IMGFX LTD may sustain.

5. ROLLOVERS AND DELIVERY

In the absence of contrary instructions from Customer, IMGFX LTD is authorized, at IMGFX LTD's absolute discretion, to deliver, rollover or offset all or any portion of the Currency positions in the FOREX account(s) for Customer's Account(s) and at Customer's risk. Customer's account(s) shall be charged any applicable commissions and /or interest, upon the rollover or offset of a Currency position.

6. COLLATERAL AND LENDING AGREEMENT



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All funds, securities, currencies, and other property of Customer which IMGFX LTD or its affiliates may at any time be carrying for Customer (either individually, jointly with other, or as a guarantor of the account of any other person,) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by IMGFX LTD as security and subject to a general lien and right of set-off for liabilities of Customer to IMGFX LTD whether or not IMGFX LTD has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts Customer may have with IMGFX LTD. IMGFX LTD may in its discretion, at any time and from time to time, without notice to Customer, apply and/or transfer any or all funds or other property of Customer between any of Customer's accounts. Customer hereby also grants to IMGFX LTD the right to pledge, repledge, hypothecate, invest or loan, either separately or with the property of other Customers, to itself as broker or to others, any securities or other property of Customer held by IMGFX LTD as margin or security. IMGFX LTD shall at no time be required to deliver to Customer the identical property delivered to or purchased by IMGFX LTD for any account of Customer. This authorization shall apply to all accounts carried by IMGFX LTD for Customer and shall remain in full force until all accounts are fully paid for by Customer or notice of revocation is sent by IMGFX LTD from its home office. Any failure by IMGFX LTD to enforce its rights hereunder shall not be deemed a future waiver of such rights by IMGFX LTD. IMGFX LTD 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 IMGFX LTD deems necessary or desirable to evidence or to protect IMGFX LTD's interest with respect to any collateral. In the event that the collateral deemed acceptable to IMGFX LTD is at any time insufficient to satisfy Customer's indebtedness or other obligations to IMGFX LTD, including obligations to provide margin in accordance with section 4 above, Customer shall promptly pay upon demand the entire amount of such deficit.

7. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES

In the event of (a) the death or judicial declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's accounts carried by IMGFX LTD, (d) insufficient margin, or IMGFX LTD'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 us with any information requested pursuant to this agreement; or (f) any other circumstances or developments that we deem appropriate for its protection, and in IMGFX LTD's sole discretion,

it may take one or more, or any portion of, the following actions: (a) satisfy any obligation Customer may have to us, either directly or by way of guaranty of surety ship, out of any of Customer's funds or property in IMGFX LTD's custody or control; (b) sell any or purchase any or all Currency contracts, securities held or carried for Customer; and (c) cancel any or all outstanding orders or contracts, or any other commitments made 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



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Customer, Customer's personal 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. Prior demand or notice of sale or purchase shall not be considered a waiver of IMGFX LTD's right to sell or buy at any time in the future without demand or notice as provided above. In liquidation of Customer's long or short positions, IMGFX LTD may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a hedge which in IMGFX LTD's sole judgment may be advisable to protect or reduce existing positions in Customer's account. Any sales or purchases hereunder may be made according to IMGFX LTD's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and IMGFX LTD may purchase the whole or any part thereof free from any right of redemption. Customer shall at all times be liable for the payment of any deficit balance of Customer upon demand by IMGFX LTD and in all cases, Customer shall be liable for any deficiency remaining in Customer's account(s) in the event of the liquidation thereof in whole or in part by IMGFX LTD or by Customer. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of Customer due to IMGFX LTD, Customer shall promptly pay upon demand, the deficit and all unpaid liabilities, together with interest thereon equal to three (3) percentage points above the then prevailing prime rate at IMGFX LTD's principal bank or the maximum interest rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, witness fees, travel expenses and the like. In the event IMGFX LTD incurs expenses other than for the collection of deficits, with respect to any of the account(s) of Customer, Customer agrees to pay such expenses.

8. CHARGES

Customer shall pay such brokerage fees, commissions' interest payments and special service and all other fees arising out of IMGFX LTD providing services hereunder in accordance with the IMGFX LTD fee schedule then in effect. We may charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees.

IMGFX LTD reserves the right to change its fee structure at any time without notice. Fees may 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 IMGFX LTD's provision of services hereunder. Customer may incur additional fees for the purchase of optional, value added services we offer.



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9. STATEMENT 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 within two business days of posting online by IMGFX LTD.

Margin calls shall be conclusive and binding. Failure to object shall be deemed ratification of all actions taken by IMGFX LTD or IMGFX LTD's agents prior to Customer's receipt of said reports.

10. COMMUNICATIONS

Reports, statements, notices and any other communications will be posted online and may be transmitted to such address as Customer may from time to time designate in a written or electronic communication to IMGFX LTD.

11. IMGFX LTD RESPONSIBILITIES

IMGFX LTD will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond IMGFX LTD's control or anticipation.

In addition, orders must be placed allowing sufficient time to execute and to calculate necessary margin requirements. IMGFX LTD does not warrant that IMGFX LTD's trading platform or any services provided will be available without interruption or will be error free and such trading platform and services are being provided "AS IS" without any representation or warranty of any kind whatsoever except as otherwise set forth herein. IMGFX LTD shall not be liable for losses arising from the default of any agent or any other party used by IMGFX LTD under this agreement. IMGFX LTD will not be liable for any losses or damages suffered or incurred by Customer relating to or as a result of Customer's use of

IMGFX LTD's trading platform or services. Under no circumstances shall IMGFX LTD be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, IMGFX LTD's trading platform or services including but not limited to lost profits, loss of business, trading loss, loss of data or use of data, any unauthorized access to, alteration, theft or destruction of Customer's computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services, or for any direct or indirect, special or consequential damages however caused and under any theory of liability and whether or not IMGFX LTD has been advised of the possibility of such damage.

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Customer agrees that the terms in this Section 11 represent a reasonable allocation of risk, that this section is an essential element of this Agreement and that in its absence; the economic terms of this Agreement would be substantially different. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if IMGFX LTD has been advised of the possibility of such damage. IMGFX LTD has no liability or duty of indemnification related to unusable data, lost or corrupt. Customer transactions or data, by whatever means, in whatever form. This limitation of liability additionally eliminates any duty or liability on the part of IMGFX LTD related to unusable data, lost or corrupt Customer transactions or data, resulting in part or in whole from third-party software or networking goods or services or from internet related problems or from actions or events outside of IMGFX LTD's control. IMGFX LTD disclaims any and all liability resulting from or related to any breach of Internet security or disruption, distortions or delays of Customer's connections to the internet, due to any reason. As FOREX is not an exchange traded market, prices at which IMGFX LTD deals at or quotes may or may not be similar to prices at which other OTC market makers deal at or quote. Should a quoting or execution error occur, which may include, but are not limited to, a mistype of a quote, a quote that is not representative of fair market prices, an erroneous price quote from a dealer or erroneous price quote due to failure of hardware, software or communication lines or systems or inaccurate external data feeds provided by third-party vendors, IMGFX LTD will not be liable for the resulting errors in account balances. Internet, connectivity delays, and price feed errors sometimes create a situation where the prices displayed do not accurately reflect market rates. The concept of arbitrage and "scalping", or taking advantage of these Internet delays, cannot exist in an OTC market where the client is buying or selling directly from the market maker. IMGFX LTD does not permit the practice of arbitrage on IMGFX LTD's platform. IMGFX LTD strictly forbids any form of manipulation of its prices, execution, and platform. IMGFX LTD reserves the right to investigate and review any account IMGFX LTD suspects of manipulation and withhold funds suspected of being derived from such activity. The foregoing list is not meant to be exhaustive and in the event of a quoting or execution error, arbitrage strategy or manipulation, IMGFX LTD reserves the right to make the necessary corrections or adjustments on the account involved. An extreme example would be accepting the trade execution of 10000 pips of slippage.

Any dispute arising from such quoting or execution errors or prohibited activities will be resolved by IMGFX LTD in its sole and absolute discretion.

12. CURRENCY FLUCTUATION RISK

If Customer directs IMGFX LTD to enter into any foreign currency exchange 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 U.S. dollars, in such amounts as IMGFX LTD may in its sole discretion require; and (c) IMGFX LTD is authorized to convert funds in Customer's account for margin into and from such foreign currency at a rate of exchange determined by IMGFX LTD in its sole discretion on the basis of the then prevailing money market rates.

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13. RISK ACKNOWLEDGMENT

Customer acknowledges that investments in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss of their entire margin deposit. Customer understands that because of the low margin normally required in FOREX trading, price changes in FOREX may result in significant losses. Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of FOREX trading, and in consideration of IMGFX LTD's carrying his/her account(s), Customer agrees not to hold IMGFX LTD 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 of performance in FOREX trading. Customer acknowledges that Customer has received no such guarantees from IMGFX LTD or from any of his/her representatives or any introducing agent or other entity with whom Customer is conducting his/her IMGFX LTD account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

14. TRADING RECOMMENDATIONS

(a) Customer acknowledges that (i) any market recommendations and information communicated to Customer by IMGFX LTD or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any FOREX contract, (ii) such recommendation and information, although based upon information obtained from sources believed by IMGFX LTD 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) IMGFX LTD makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Customer. Customer acknowledges that IMGFX LTD and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell currencies, which are the subject of market recommendations furnished to Customer, and that the market position of IMGFX LTD or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Customer by IMGFX LTD. Customer acknowledges that IMGFX LTD makes no representations concerning the tax implications or treatment of contracts; and, (b) Customer further acknowledges that should Customer grant trading authority or control over Customer's account to a third party ("Trading Agent"), whether on a discretionary or nondiscretionary basis, IMGFX LTD shall in no way be responsible for reviewing Customer's choice of such Trading Agent nor making any recommendations with respect thereto. Customer understands that IMGFX LTD makes no warranties nor representations concerning the Trading Agent, that IMGFX LTD shall not be responsible for any loss to Customer occasioned by the actions of the Trading Agent and that IMGFX LTD does not, by implication or otherwise, endorse or approve of the operating methods of the Trading



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Agent. If Customer gives Trading Agent authority to exercise any of its rights over Customer's account(s), Customer understands that Customer does so at Customer's own risk.

15. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants that: (a) if Customer is a natural person, Customer is of sound mind, legal age and legal competence (b) 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 other transactions contemplated hereunder have been duly authorized by Customer; and (iii) each person executing and delivering this Agreement and all other transactions contemplated hereunder on behalf of the Customer performing the obligations contemplated under this Agreement and all other transactions contemplated hereunder on behalf of Customer, has been duly authorized by Customer to do so. (c) No person other than Customer has or will have an interest in Customer's account(s) and Customer has not granted and will not grant a security interest in Customer's account with IMGFX LTD (other than the security interest granted to IMGFX LTD hereunder) to any person without IMGFX LTD's 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 IMGFX LTD hereunder) without IMGFX LTD's prior written consent; and, (d) Customer hereby warrants that regardless of any subsequent determination to the contrary, Customer is suitable to trade FOREX and is a sophisticated institution and/or institutional participant; and,

(e) 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, and in the event that Customer becomes so employed, Customer will promptly notify us, at IMGFX LTD's home office, in writing, of such employment; and,

(f) Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as IMGFX LTD, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of IMGFX LTD or to protect IMGFX LTD's interests with respect to any Collateral; and,

(g) Customer has read and understands the provisions contained in this Agreement, including, without limitation, IMGFX LTD's Risk Disclosure Statement and Privacy Statement; and (h) Customer will review this Agreement each time it is amended; and

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- (i) Customer will not affect any transaction in Customer's account unless Customer understands this agreement, and Customer agrees that in effecting any transaction it is deemed to represent that it has read and understands this Agreement as in effect at the time of such transaction; and (j) Customer agrees to, and shall at all times comply with all
- (j) applicable laws, statutes and regulations and Customer hereby declares that the execution and delivery by Customer of this Agreement and all other transactions contemplated hereunder, and performance of all of Customer's obligations contemplated under this Agreement and any other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer. You may not use your personal account with us for any illegal activity.

16. DISCLOSURE OF FINANCIAL INFORMATION

The Customer represents and warrants that the financial information disclosed to us in his/its Application is an accurate representation of the Customer's current financial condition. The Customer represents and warrants that the Customer has very carefully considered the portion of the Customer's assets which the Customer considers to be risk capital. The Customer recognizes that risk capital is the amount of money the Customer is willing to put at risk and the loss of it would not, in any way, change the Customer's lifestyle. The Customer agrees to immediately inform us if the Customer's financial condition change in such a way to reduce the Customer's net worth, liquid assets and/or risk capital.

17. NO GUARANTEES

Customer acknowledges that Customer has no separate agreement with Customer's broker or any IMGFX LTD employee or agent regarding the trading in Customer's IMGFX LTD account, including any agreement to guarantee profits or limit losses in Customer's account. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing IMGFX LTD's limited trading authorization, and any disputed transactions must be brought to the attention of IMGFX LTD's Compliance Officer pursuant to the notice requirements of this Customer Agreement. Customer agrees to indemnify and hold IMGFX LTD harmless from all damages or liability resulting from



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Customer's failure to immediately notify IMGFX LTD's Compliance Officer of any of the occurrences referred to herein. All notices required under this section shall be sent to IMGFX LTD at its home office.

18. JOINT ACCOUNTS

Each tenant has authority: a) to trade for the account subject to any applicable laws and the IMGFX LTD terms and conditions specified herein, b) to receive all correspondence and documents in respect to the account, c) to receive or withdraw money from the account, d) to execute agreements relating to the account, and e) to deal with IMGFX LTD fully.

IMGFX LTD has the authority to require joint action by the parties of the account in matters of the account. IMGFX LTD has possession over the security of the account individually or jointly. If a death occurs to one or more of the tenants, IMGFX LTD shall be notified in writing and shown proof of a death certificate. All expenses due at the date of notification shall be charged to the account. Up to the time valid written notification is provided to IMGFX LTD, each tenant is presumed to have equal share in the joint account.

19. INTRODUCING BROKERS

If Customer's account has been introduced to IMGFX LTD by an Introducing Broker ("IB"), Customer understands and acknowledges that IMGFX LTD may compensate Introducing Broker for introducing Customer to IMGFX LTD 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 and is subject to change and reallocation of responsibilities between IMGFX LTD and the Introducing Broker.

20. AFFILIATE

If Customer's account has been introduced to IMGFX LTD by an affiliate ("AFFILIATE"), Customer understands and acknowledges that IMGFX LTD may compensate affiliate for introducing Customer to IMGFX LTD 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 and is subject to change and reallocation of responsibilities between IMGFX LTD and the affiliate.



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21. DISCLOSURE OF CUSTOMER INFORMATION

IMGFX LTD will not share or sell information regarding customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of business, including, but not limited to, IMGFX LTD's banking or credit relationships, or to other persons as disclosed in IMGFX LTD's Privacy Statement. IMGFX LTD 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.

IMGFX LTD will share or sell statistical information without disclosing Customer's identity.

22. GOVERNING LAW AND JURISDICTION

This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby, whether brought by Customer or by us, shall be governed by, construed and enforced in all respects by the laws of Saint Vincent and Grenadines and shall be held, at the sole discretion of IMGFX LTD, within Saint Vincent and Grenadines, exclusively. Customer consents and submits to, and waives any objection that it may have to such venue, and further agrees to waive any right that it may have to transfer or change the venue or any such action or proceeding. Customer consents and submits to the jurisdiction of any appropriate court located within Saint Vincent and Grenadines in any action or proceeding arising directly or indirectly hereunder, whether brought by Customer or IMGFX LTD.

23. BINDING EFFECT

This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with IMGFX LTD irrespective of any change or changes at any time in the personnel of IMGFX LTD or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of IMGFX LTD 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 IMGFX LTD 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.

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24. TERMINATION

This Agreement shall continue in effect until termination, and may be terminated by Customer at any time upon three days prior written notice when Customer has no open Currency position(s) and no liabilities held by or owed to

IMGFX LTD upon the actual receipt by IMGFX LTD at its home office of written notice of termination, or at any time whatsoever by IMGFX LTD upon the transmittal of written notice of termination to Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this agreement nor shall it relieve Customer of any obligations arising out of any deficit balance.

25. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All copyright, trademark, trade secret and other intellectual property rights and proprietary rights to the IMGFX LTD website in its totality, its contents and any related materials ("IMGFX LTD IP") shall remain at all times the sole and exclusive property of IMGFX LTD and Customers shall have no right or interest in the IMGFX LTD IP except for the right to access and use the IMGFX LTD IP as specified herein. Customer acknowledges that the IMGFX LTD IP is confidential and has been developed through the expenditure of substantial skill, time, effort and money. The Customer will protect the confidentiality of the IMGFX LTD IP and not allow website access to any third party. Customer will not publish, distribute, or otherwise make IMGFX LTD liable to third parties any information derived from or relating to the IMGFX LTD IP.

Customer will not copy, modify, de-compile, reverse engineer, or make derivative works of the IMGFX LTD IP or in the manner in which it operates.

26. INDEMNIFICATION

Customer agrees to indemnify and hold IMGFX LTD, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by IMGFX LTD arising out of Customer's failure to fully and timely perform Customer's obligations herein or should any of Customer's representations and warranties fail to be true and correct. Customer also agrees to pay IMGFX LTD promptly all damages, costs and expenses, including attorney's fees, incurred in the enforcement of any of the provisions of this Agreement and any other agreements between us and Customer. In addition to any limitations of liability specified elsewhere in this Agreement, IMGFX LTD shall not be held liable and is released from all claims and losses incurred in such regard if the claim or loss was caused or contributed to by (a) Customer's conduct:



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the actions or omission to act on the part of Customer, (b) Forged Signature: forged or unauthorized signatures on any document or communication in connection with Customer's account or this Agreement, (c) Malfunctions: system malfunction, equipment failure (whether Customer's equipment or IMGFX LTD's equipment), system interruption or system unavailability, (d) Delay: delays, failure or errors in implementing any instruction, or (e) Information: inaccurate or incomplete instructions received by IMGFX LTD from Customer.

27. RECORDINGS

Customer agrees and acknowledges that all conversations regarding Customer's account(s) between Customer and IMGFX LTD 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 IMGFX LTD. Customer understands that IMGFX LTD destroys such recordings at regular intervals in accordance with IMGFX LTD's established business procedures and Customer hereby consents to such destruction.

28. NO WAIVER OR AMENDMENT

No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both Customer and an authorized officer of IMGFX LTD. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by IMGFX LTD or failure of IMGFX LTD's 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. 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.

29. LEGAL RESTRICTIONS

Without limiting the foregoing, Customer understands that laws regarding financial contracts vary throughout the world, and it is Customer's obligation alone to ensure that Customer fully complies with any law, regulation or directive, relevant to Customer's country of residency with regards to the use of the Web site. For avoidance of doubt, the ability to access to IMGFX LTD's Web site does not necessarily mean that IMGFX LTD's services, and/or

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Customer's activities through it, are legal under the laws, regulations or directives relevant to Customer's country of residency. This Web site does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation. Access to this Web site, and the offering of financial contracts via this site, may be restricted in certain jurisdictions, and, accordingly, users accessing this site are required to inform themselves of, and to observe, such restrictions.

30. DECLARATION

By acceptance of this Agreement, Customer hereby declares that the moneys invested in Customer's account with IMGFX LTD do not originate from drug trafficking, abduction, or any other criminal activity.

31. TAX COLLECTION

Customer knows, understands and agrees that, in general, IMGFX LTD does not collect tax for any authority in any form or manner. Without limiting the foregoing, it is Customer's obligation alone to calculate and pay all taxes applicable to you in Customer's country of residence, or otherwise arising as a result of Customer's trading activity from the use of the IMGFX LTD's services. Without derogating from Customer's sole and entire responsibility to perform tax payments, Customer agrees that IMGFX LTD may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with IMGFX LTD. Customer is aware that amounts that may be withdrawn by Customer from Customer's account are "gross amounts", from which the IMGFX LTD may deduct such taxes, and that Customer shall have no claim towards IMGFX LTD with regard to such deductions.

32. ACCOUNT PROCEDURES - IDENTIFICATION

Customer acknowledges that applicable laws require financial institutions to obtain, verify, and record information identifying each person who opens an account and, accordingly, Customer has provided IMGFX LTD with certain identifying information and documents. Customer confirms that Customer has provided true, accurate, current and complete information during the registration process, and that Customer has not impersonated any person or entity, or misrepresented any affiliation with another person, entity or association, used false headers or otherwise concealed Customer's identity from IMGFX LTD for any purpose.

33. WITHDRAWAL AND DEPOSIT PROCEDURES

Customer further acknowledges and accepts IMGFX LTD's procedures with respect to withdrawals and deposits to accounts as set forth below:

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- **Withdrawal orders:** The provision of documentation as may be required from time to time by Anti-Money Laundering regulations, credit card companies and IMGFX LTD, is a prerequisite, prior to the execution of a withdrawal order.
- **Credit card deposits** may be, according to credit card companies' regulations, returned to the same credit card when a withdrawal is performed. A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to credit card or to the bank account at IMGFX LTD's discretion. Withdrawals to bank account may take a longer time period, due to additional security procedures.
- **Credit Card Deposits Variance:** When choosing an account base currency other than USD, Customer's credit card may be debited sums which due to exchange rates and credit card companies' fees, may slightly vary from the initial sum that has been deposited by Customer in the account base currency.
- Customer hereby accepts that such variations may occur and hereby affirms that Customer shall not seek to object or charge this back.
- When depositing by a Bank Transfer, as required by anti money-laundering regulations, Customer is required to use only one bank account, which is in Customer's country of residence and in Customer's name. An authentic SWIFT confirmation, showing the origin of the funds, must be sent to IMGFX LTD. Failure to submit such SWIFT may result in the return of the deposited amount, hence preventing the deposit of such pending amounts to Customer's account. Any withdrawal of funds, from Customer's IMGFX LTD account to a bank account, can only be refunded to the same bank account that the funds were originally received from.
- **Alternative payment methods** (internet payment vendors; money transfer services; etc.): when depositing funds using a facility other than credit cards and/or banks, you agree to, and acknowledge being bound by, the regulations and rules of such service, including, but not limited to, fees and other restrictions. IMGFX LTD, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with anti-money laundering regulations.

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- When depositing via third party or payment service provider, customer hereby acknowledge and confirm that IMGFX LTD is engaging an independent third party or payment service provider for payment collection. Customer acknowledge and confirm that the third party is acting on customer's instruction to transfer the funds on behalf to payment service provider with no liabilities, obligations or warranties. Customers agree and confirm that he/she have no right to claim any transferred funds from the third party or payment service provider in any ways, or under any title or under any circumstances.

Customers are clear on the fact that any third party or payment service provider will just facilitate own business with supplier and that customers were not offered any form of financial services from them. Customers are clear that they should not use the third party/payment service provider or its affiliates as the financial services vehicle but a conventional and trusted service provider to facilitate payment only. Customers confirm that he/she has no further and future claims against the third party or payment service provider after settlement has been made.

34. THIRD PARTY ADVISOR DUE DILLIGENCE

If Customer's account is associated with a third party trading advisor, Customer recognizes that foreign currency trading advisory may include false advertising and misleading information. Customer acknowledges that it has had the opportunity to conduct any necessary due diligence regarding their third party trading advisor, including but not limited to: (a) reviewing a disclosure document that, at the minimum, provides: the Agent's biography, outlines the investment methodology, discloses the fees charged by the Agent, and discloses the risks associated with the investment methodology examining references from another client; or (b) having his/her attorney or accountant verify the accuracy of any performance record provided to Client, and review any contractual agreement to be executed by and between Client and the third party trading advisor. Client recognizes the foregoing, and confirms that he/she has: (a) not been guaranteed any rate of return from the foreign broker prior to making this investment; (b) not been coerced or pressured into making this investment; and (c) may lose the entirety of the investment due to the speculative nature of foreign exchange trading.

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Risk Disclosure

This brief statement does not disclose all of the risks and other significant aspects of trading in leveraged investments. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. **TRADING IN LEVERAGED CONTRACTS**

SUCH AS FOREX CURRENCY CONTRACTS MAY NOT BE SUITABLE FOR ALL MEMBERS OF THE PUBLIC. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other circumstances.

1. Effect of 'Leverage' or 'Gearing'

Transactions in FOREX accounts carry a high degree of risk. The amount of initial margin is small relative to the value of the FOREX contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

2. Risk-reducing orders or strategies

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

3. Terms and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific currencies which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the full currency value).

4. Suspension or restriction of trading and pricing relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. suspension of trading in any currency because of price limits, government intervention or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.

5. Deposited cash and property

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

6. Commission and other charges

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

7. Transactions in other jurisdictions

Transactions on currencies of other countries in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should inquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected.

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8. Currency risks

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

9. Trading facilities

FOREX business is not traded on a regulated market and therefore does not require openoutcry. Even though quotations or prices are afforded by many computer-based component systems, the quotations and prices may vary due to market liquidity. Many electronic trading facilities are supported by computer-based component systems for the order-routing, execution or matching of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the bank and/or financial institution. Such limits may vary; you should ask the firm with which you deal for details in this respect.

10. Electronic trading

Trading on an electronic trading system may differ not only from trading in the interbank market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

Disclaimers:

A) Internet failures: Since IMGFX LTD does not control signal power, its reception or routing via Internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortions or delays when you trade on-line (via Internet).

B) Market risks and on-line trading:

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

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C) Password protection:

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

D) Quoting errors:

Should quoting errors occur due to a dealer's mistype of a quote or an erroneous price quote from a Customer, such as but not limited to a wrong big figure quote, IMGFX LTD will not be liable for the resulting errors in account balances.

IMGFX LTD reserves the right to make the necessary corrections or adjustments on the account involved. Any dispute arising from such quoting errors will be resolved on a basis of a fair market value of a currency at the time such an error occurred.

11. Off-exchange transactions

In FOREX, firms are not restricted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Offexchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

THIS IS A CONTRACTUAL AGREEMENT, YOU WILL BE BOUND HEREBY, DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS DOCUMENT UNTIL YOU HAVE READ ALL OF THE FOREGOING CAREFULLY

The undersigned hereby attest(s) and certifies that the above information is complete and accurate. The undersigned hereby authorize(s) IMGFX LTD to verify any or all of the foregoing information.



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The undersigned acknowledges having received, read and understood the foregoing Customer Agreement, and Risk Disclosure.