



## ACCOUNT OPENING FORMS

### PLEASE RETURN WITH THIS APPLICATION THE FOLLOWING:

- Passport or Identity card (official certified copy by a notary public, lawyer, or a bank).

### ALL INFORMATION GIVEN WILL BE TREATED WITH THE STRICTEST CONFIDENCE

#### Application to Open an Account

Personal Details Beneficial [ ]

Owner Joint Applicant [ ]

Beneficial Owner [ ]

Joint Applicant [ ]

First Name:

Middle Name:

Last Name:

Nationality:

Home Address:

Passport \ ID No:

Valid Until:

Date of Birth:

Employer:

Profession:

P.O. Box Address:

Mobile Telephone:

Home Telephone:

Office Telephone:

Fax Number:

Email:



**Customer Profile (Please tick the appropriate box).**

**Annual Income:** Less than \$100,000 [ ] More than \$100,000 [ ] More than \$250,000 [ ]

**Net Worth:** Less than \$100,000 [ ] More than \$100,000 [ ] More than \$250,000 [ ]

**Knowledge and Experience (Please tick the appropriate box).**

**Foreign Exchange:** Less than 1 year [ ] 1- 3 years [ ] More [ ]

**Futures & Options:** Less than 1 year [ ] 1- 3 years [ ] More [ ]

**Customer Declaration:**

I / We hereby declare that the information supplied above is true and I/We understand that will rely on it in the opening and operation of my/our account(s).

**Signature of Customer(s)**

**Date**

-----

---/---/---

I hereby confirm that the above Customer(s) is/are personally known to me and that the above information is correct to the best of my knowledge (If applicable).

**Name of introducing agent**

**Signature of Authorized Agent**

**Date**

-----

-----

---/---/---

**Customer Account Agreement:**

Agrees to accept and maintain for the undersigned ("Customer") one or more sub accounts and to act as principal for the Customer for the execution and Clearance of orders for transactions

Involving the purchase and sale of commodity interests including but not limited to futures contracts; options of futures contracts; commodities and forward contracts; and foreign exchange transactions; EFPs; contracts for differences; any other foreign currency-denominated financial instruments and any other financial transaction (collectively referred to as "Commodity Contracts"), and inconsideration there of, Customer agrees to the following:

**1. TRADING AUTHORIZATION.**

ForexGen is authorized to purchase and sell Commodity Contracts for Customer's account (i.e., all accounts opened on Customer's behalf, accounts with Customer guarantees and accounts for which Customer is jointly responsible) in accordance with oral or written instructions from the Customer, the Customer's introducing agent or other designated agent of the Customer. Customer hereby waives any defense that such instructions were not in writing.

ForexGen is also authorized, in its sole discretion, to employ clearing member and floor agents as Customer's agents in connection with the execution, carrying, clearance, delivery and settlement of any such purchases and sales of Commodity Contracts. Commodity Contracts bought or sold will be transactions between you as principal and us as principal.

You shall be directly and personally responsible for performing your obligations under every transaction entered in to between us, whether you are dealing as principal directly or through an agent, or as agent for an other person, and you shall indemnify us in respect of all liabilities, losses or costs of any kind or nature what so ever which may be incurred by us as a direct or indirect result of any failure by you to perform any such obligation.

**2. APPLICABLE RULES AND REGULATIONS.**

All orders entered for the purchase or sale of a Commodity Contract and all transactions in Commodity Contracts executed for Customer's accounts shall be subject to the constitution, by laws, rules, regulations, customs and usages (collectively "rules") of the exchange or market, and its clearing house, if any, where such orders are directed or such transactions are executed and any applicable self-regulatory organization and to the rules and regulations promulgated there under (collectively "laws"). ForexGen shall not be liable to Customer as a result of any action taken by or its agents in compliance with any of the foregoing rules or laws. This paragraph is solely for the protection and benefit of, and any failure by or its agents to comply with any of the foregoing rules or laws shall not relieve Customer of any obligation under this agreement nor be construed to create right under this agreement in favor of Customer against.

**3. RISK OF LOSS.**

All transactions effected for Customer's accounts and all fluctuations in the market prices of the Commodity Contracts carried in Customer's accounts are at Customer's sole risk and Customer shall be solely liable under all circumstances. By execution of this agreement, Customer warrants that Customer is willing and financially able to sustain any such losses. ForexGen is not



responsible for the obligations of the persons with whom Customer's transactions are affected, nor ForexGen is responsible for delays in transmission, delivery or execution of Customer's orders due to malfunctions of communications facilities or other Causes. ForexGen shall not be liable to Customer for the loss of any margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship or assignment for the benefit of creditors of any bank, clearing organization or similar entity.

#### **4. TRADING RECOMMENDATIONS.**

Customer acknowledges that any trading recommendations and market or other information communicated to Customer by ForexGen, although based upon information obtained from sources believed by ForexGen to be reliable, may be incomplete, may not be verified, may differ from advice given to other customers, and may be changed without notice to Customer.

Customer understands that ForexGen or one or more of its affiliates may have a position in and buy or sell Commodity Contracts which are the subject of information or recommendations furnished to Customer and that these positions and subject transactions of or any affiliate may not be consistent with these recommendations furnished to Customer. Makes no representation or warranty with respect to the tax consequences of Customer's transactions.

#### **5. INDEMNIFICATION.**

Customer hereby agrees to indemnify ForexGen and hold ForexGen harmless from any liability, cost or expense (including attorneys' fees and expenses and any fines or penalties imposed by any governmental agency, contract market, exchange, clearing organization or other self regulatory body) which ForexGen may incur or be subjected to with respect to Customer's account or any transaction or position there in. Without limiting the generality of the foregoing, Customer agrees to reimburse ForexGen on demand for any cost of collection incurred by in collecting any sums owing by Customer under this agreement and any cost incurred by ForexGen in successfully defending against any claims asserted by Customer, including all attorneys' fees, interest and expenses.

#### **6. RECORDING.**

Customer understands that all conversations regarding Customer's accounts, orders and Commodity Contracts between Customer and ForexGen may be recorded by ForexGen, and Customer irrevocably consents to such recordings and waives any right to object, and Customer irrevocably consents to such recordings and waives any right to object to ForexGen's use of such recordings in any proceeding or as ForexGen otherwise deems appropriate.

#### **7. FOREIGN CURRENCY.**

If any transaction for Customer's accounts is effected on any exchange or in any market on which transactions are settled in a foreign currency, any profit or loss arising as a result of a fluctuation in the rate of exchange between such currency and the United States Dollar shall be entirely for Customer's account and at Customer's sole risk. ForexGen is hereby authorized to convert funds in Customer's accounts in to and from such foreign currency at rates of exchange prevailing at the banking and other institutions with which ForexGen normally conducts such business transactions.

## **8. MARGIN REQUIREMENTS.**

Customer agrees to maintain at all times without demand from margin requirements for the positions in the Customer's account (s). Customer will at all times maintain such margin or collateral for Customer's account (s) as requested from time to time by ForexGen (which requests maybe greater than exchange and clearing house requirements). Margin deposits shall be made by wire transfer of immediately available funds, or by such other means as ForexGen may direct, and shall be deemed made when received by ForexGen. Failure at anytime to call for a deposit of margin shall not constitute a waiver of ForexGen's rights to do so at anytime there after, no shall it create any liability of ForexGen to Customer.

## **9. LIQUIDATION OF POSITIONS.**

In the event that (a) Customer shall fail to timely deposit or maintain margin or any amount hereunder; (b) Customer (if an individual) shall die or be judicially declared incompetent or (if an entity) shall be dissolved or otherwise terminated; (c) a proceeding under the Bankruptcy Act, an assignment for the benefit of creditors, or an application for a receiver, custodian, or trustee shall be filed or applied for by or against Customer; (d) attachment is levied against Customer's account; (e) the property deposited as collateral is determined by ForexGen in its sole discretion, regardless of current market quotations, to be in adequate to properly secure the account; or (f) at anytime deems it necessary for its protection for any reason whatsoever, ForexGen may, in the manner it deems appropriate, close out customer's open positions in whole or in part, sell any or all of Customer's property held by ForexGen , buy any securities, Commodity Contracts, or other property for Customer's account, and may cancel any outstanding order sand commitments made by ForexGen on behalf of Customer. Such sale, purchase or cancellation maybe made art's discretion without advertising the same and without notice to Customer or his personal representatives and without prior tender, demand for margin or payment, or call of any kind upon Customer. May purchase the whole or any part there of free from any right of red emption. It is understood that a prior demand or call or prior notice of the time and place of such sale or purchase shall not be a waiver of ForexGen's right to sell or buy without demand or notice as here in provided. Subject to applicable law sand rules, and in order to prevent non-permitted trading in debit/deficit accounts, profits on any trades executed without ForexGen's express permission, for a Customer account that is debit/deficit at the time the order is placed, shall be for ForexGen's account if trading in its discretion so elects. Losses on any such trades shall be jointly and severally borne by the Introducing online services, if any, and the Customer shall remain liable for and pay trading the amount of any deficiency in any account amount of any deficiency in any account of Customer with ForexGen resulting from any transaction described above.

Our determination of the current market value and the amount of additional and/or variation margin shall be conclusive and shall not be challenged by the Customer.

## **10. TRADING LIMITATIONS.**

ForexGen at any time, in its sole discretion, may limit the number of positions which Customer may maintain or acquire through ForexGen, and is under no obligation to effect any transaction for Customer's accounts which would create positions in excess of the limit which ForexGen has set. Customer agrees not to exceed the position limits established for any contract market, whether acting alone or with others, and to promptly advise ForexGen if Customer is required to file any reports on positions.

ForexGen preserves the right to cancel any transactions found to be erroneous because of the market volatility, failure in the software or hardware of the trading platform or the connected parties. This cancellation is done without consulting with the Customer. The Customer hereby agrees on accepting the consequences of such cancellation either on, or against his favor.

ForexGen Preserves the right to ban any Customer from its trading platform, suspend any accounts temporarily or permanent at any circumstances where the account was suspected to perform one or more of the following forbidden activities:

- a. Illegal pip hunting.
- b. Illegal scalping.
- c. Multi IP login at the same time.
- d. Suspicious hedging of the same currency.
- f. Harmful strategies.
- g. Expert Advisor that are not approved by ForexGen.
- h. Security threatening activities.
- i. Any other hostile activities that threatens ForexGen, its customers, business partners and counter parties.

ForexGen risk management office has the right to estimate the risk scope and calculate the remaining funds to be paid out to the Customer after suspension. ForexGen has the sole right to cover its losses caused by the over mentioned activities prior to the suspension.

## **11. EXERCISES AND ASSIGNMENTS.**

With regard to options transactions, Customer understands that some exchange clearing houses have established exercise requirements for the tender of exercise instructions and that options will become worth less in the event that Customer does not deliver instructions by such expiration times. At least two business days prior to the first notice day in the case of long positions in futures or forward contracts, and at least two business days prior to the last

## **12. SECURITY AGREEMENT.**

Trading day in the case of short positions in open futures or forward contracts or long and short positions in options, Customer agrees that Customer will either give ForexGen Trading instructions to liquidate or make or take delivery under such futures or forward contracts, or to liquidate, exercise, or allow the expiration of such options, and will deliver to ForexGen Trading sufficient funds and/or any documents required in connection with exercise or delivery. If such instructions or such funds and/or documents, with regard to option transactions, are not received by ForexGen prior to the expiration of the option, ForexGen may permit an option to expire. Customer also understands that certain exchanges and clearing houses automatically exercise some "in-the -money" options unless instructed otherwise. Customer acknowledges full responsibility for taking action either to exercise or to prevent exercise of acknowledges full responsibility for taking action either to exercise or to prevent exercise of an option contract, as the case maybe; ForexGen is not required to take any action with respect to an option, including without limitation any action to exercise a valuable option contract prior to its expiration or to prevent the automatic exercise of an option, except upon Customer's express instructions. Customer further understands that ForexGen also has established exercise cut-off times which maybe different from the times established by the contract markets in clearing houses. In the event that timely exercise and assignment instructions are not given, Customer hereby agrees to

waive any and all claims for damage or loss Customer might have against ForexGen arising out of the fact that an option was or was not exercised. Customer understands that ForexGen randomly assigns exercise notices to Customers that all short option positions are subject to assignment at anytime, including positions established on the same day that exercises areas signed, and that exercise assignment notices are allocated randomly from among all Customers' short option positions which are subject to exercise. (a) All Commodity Contracts, funds, securities, and other property in Customer's accounts or otherwise now or at any time in the future held by for any purpose, including safekeeping, are subject to a security interest and general lien in ForexGen's favor to secure any indebtedness at any time owing from Customer to, including any indebtedness resulting from any guarantee of a transaction or account by Customer or Customer's assumption of joint responsibility for any transaction or account. From time to time and without prior notice to Customer, ForexGen may transfer interchangeably between and among any account of Customer maintained at any of Customer's funds (including segregated funds), securities, commodities, or other property for purposes of margin, reduction or satisfaction of any debit balance, or any reason which deems appropriate. Within areas on able time after any such transfer, ForexGen will confirm the transfer in writing to Customer;(b) Customer hereby grants to the right to pledge, re-pledge, or invest either separately or with the property of other Customers, any securities or other property held by ForexGen for the account of Customer or as collateral therefore, including without limitation to any exchange or clearing house through which trades of Customer are executed. ForexGen shall be under no obligation to pay to Customer or account for any interest income, or benefit derived from such property and funds or to deliver the same securities or other Property deposited with or received by ForexGen for Customer. ForexGen may deliver securities or other property of like or equivalent kind or amount;

ForexGen shall have the right to offset any amounts it holds for or owes to Customer against any debts or other amounts owed by Customer to.

### **13. NOTICES AND COMMUNICATIONS.**

Customer shall make all payments, except with regard to wire transfers discussed above, and deliver all notices and communications to the office of ForexGen at P.O. Box 2370. All communications from Forex Trading to Customer maybe sent to the Customer at the address indicated on the Customer Account Application or to such other address as Customer hereafter directs in writing. Confirmations of trades, statements of account, margin calls, and any other written notices shall be binding on Customer for all purposes, unless Customer calls any error there into ForexGen Trading's attention in writing (a) prior to the start of business on the business day next following notification, in the case of margin calls and reports of executions and (b) within 24 hours of delivery to Customer, in the case of statements of account and any written notices (other than trade confirmations or margin calls) or demands. None of these provisions, however, will prevent ForexGen Trading, upon discovery of any error or omission, from correcting it. The parties agree that such errors, whether resulting in profit or loss, will be corrected in Customer's account, will be credited or debited so that it is in the same position it would have been in if the error had not occurred. Whenever a correction is made, ForexGen Trading will promptly make written or oral notification to Customer. All communications, whether by mail, telex, courier, telephone, telegraph, messenger, facsimile, or otherwise (in the case of mailed notices), or communicated (in the case of telephone notices), sent to Customer at Customer's or agent's address (or telephone number) as given to ForexGen Trading from time to time shall constitute personal delivery to Customer whether or not actually received by Customer, and Customer hereby waives all claims resulting from failure to receive such communications.

#### **14. PRINTED MEDIA STORAGE.**

Customer acknowledges and agrees that ForexGen Trading may reduce all documentation evidencing Customer's account, including the original signature documents executed by Customer in the opening of such Customer's account with ForexGen Trading, utilizing a printed media storage device such as micro-fiche or optical disc imaging. Customer agrees to permit the records stored by such printed media storage method to serve as a complete, true and genuine record of such Customer's account documents and signatures.

#### **15. REPRESENTATIONS.**

Customer represents that (a) (if an individual) he is of the age of majority, of sound mind, and authorized to open accounts and enter into this agreement and to effectuate transactions in Commodity Contracts as contemplated hereby; (b) (if an entity) Customer is validly existing and empowered to enter into this agreement and to effect transactions in Commodity Contracts as contemplated hereby; (c) the statements and financial information contained on Customer's Account Application submitted herewith (including any financial statement there with) are true and correct; and (d) no person or entity has any interest or control of the account to which this agreement pertains except as disclosed in the Customer's Account Application. Customer further represents that, except as here to fore disclosed to in writing, he is not an officer or employee of any exchange, board of trade, clearing house, or an employee or affiliate of any futures commission merchant, or an introducing online services, or an officer, partner, director, or employee of any securities dealer. Customer agrees to furnish appropriate financial statements to

ForexGen to disclose to any material changes in the financial position of Customer and to furnish promptly such other information concerning Customer as reasonably requests.

#### **16. CONFLICTS OF INTEREST.**

ForexGen may execute Commodity Contracts for Customer's account (s). ForexGen will execute transaction similar to Customer's transaction with another market participant in the financial market. As principal ForexGen may not execute transaction similar to Customer in the financial market and hold the opposing transaction in ForexGen's inventory of Commodity Contracts. As a result of acting as principal Customer should realize that maybe acting as your counter party and that maybe placed in such a position that a conflict of duty occurs. , its Associates or other persons connected with may have an interest, relationship or arrangement that is material in relation to any Commodity Contract effected under this Agreement. By entering into this Agreement the Customer agrees that ForexGen may transact such business without prior reference to the Customer. In addition, ForexGen may provide advice and other services to third parties whose interests maybe in conflict or competition with the Customer's interests. , its Associates and the employees of any of them may take positions opposite to the Customer or maybe in competition with the Customer to acquire the same or a similar position. ForexGen will not deliberately favor any person over the Customer but will not be responsible for any loss which may result from such competition.

#### **17. BINDING EFFECT OF AGREEMENT; MODIFICATIONS.**

This agreement shall be binding upon ForexGen and inure to the benefit of ForexGen, it success or sand assigns, and Customer's heirs, executors, administrators, legatees, successors, personal

representative and assigns. Except as provided in paragraph 2, no change in or waiver of any provision of this agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and signed by the party intended to be bound. No agreement or understanding of any kind shall be binding upon unless it is agreed to in writing, accepted and signed by an authorized officer.

## **18. FORCE MAJEURE EVENTS.**

We may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Major Event"). A Force Major Event shall include, but is not limited to, the following:

- Any act, event or occurrence (including without limitation any strike, riot or commotion, interruption or power supply or electronic or communication equipment failure) which, in our opinion, prevents us from maintaining an orderly market in one or more of the investments in respects of which we ordinarily deal in Commodity Contracts.
- The suspension or closure of any market or the abandonment or failure of any event upon which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.
- The occurrence of an excessive movement in the level of any Commodity Contract and/or the underlying market or our anticipation (acting reasonably) of the occurrence of such movements. If we determine that a Force Major Event exists we may in our absolute discretion without notice and at any time taken one or more of the following steps:
  - Increase your deposit requirements; close any or all of your open Commodity Contracts at such closing level as we reasonably believe to be appropriate;
  - Suspend or modify the application of all or any of the terms of this agreement to the extent that the Force Major Event makes it impossible or impracticable for us to comply with the term or terms in question;
  - OR alter the last time for trading for particular Commodity Contract.

## **19. HEADINGS.**

The headings of each provision are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each provision.

## **20. GOVERNING LAW.**

This agreement shall be governed by the international Law. Any disputes arising out of or in connection with the present contract which are not amicably solved by mutual agreement, shall be settled by the Federal Courts. Any disputes arising out of transactions under this agreement may be brought by customer no later than three months after the cause of action arose.

**21. ACCEPTANCE OF AGREEMENT.**

This agreement shall constitute an effective contract between ForexGen and Customer upon acceptance by an authorized officer of ForexGen.

**22. MULTIPLE ACCOUNTS.**

Customer agrees that ForexGen may, from time to time, change the account number assigned to any account covered by this agreement, and that this agreement shall remain in full force and effect. Customer agrees further that this account, if closed and reopened, as well as all additional accounts opened in Customer's name at ForexGen, shall be covered by this same agreement with the exception of any account for which a new customer agreement is signed.

**23. ASSIGNMENT.**

ForexGen may assign Customer's account to another registered futures commission merchant by notifying Customer of the date and name of the intended assignee ten (10) days prior to the assignment. Unless Customer objects to the assignment in writing prior to the scheduled date for assignment, the assignment will be binding on Customer.



**24. CUSTOMER ACKNOWLEDGMENTS AND SIGNATURE.**

Customer hereby understands the Customer Account Agreement and consents and agrees to all of the terms and conditions of the agreement set forth above. Customer acknowledges that trading in Commodity Contracts is speculative, involves a high degree of risk and is appropriate only for persons who can assume risk of loss in excess of their margin deposits.

I / We hereby confirm and accept the terms and conditions in this Customer Account Agreement

<b>Customer Name(s)</b>	<b>Customer Signature(s)</b>	<b>Date</b>
-----	-----	----/----/----

**For and on behalf of ForexGen**

<b>Authorized signature</b>	<b>Date</b>
-----	----/----/----

**Please send this document after filling its contents to one of the following:**

**- Via Fax:**

Use our Global fax number: +1 267 697 8363

**- Via e-mail:**

accounts@ForexGen.com