

# The Client's Declaration

As of the date hereof and the date of each Transaction or instruction made, Client hereby represents and warrants to FIH and the TSP that:

1. Client is of sound mind and legal competence and has full right and authority to perform Over The Counter Foreign Exchange (OTCFX) and any other Transactions allowable by FIH and performed by Client in the Account.
2. Client (if not a natural person) is duly organized and validly existing under the laws of the jurisdiction of its organization and have received any and all resolutions required under its documents of incorporation and law to execute this Agreement and any Transaction made pursuant thereto and each person executing and delivering this Agreement or any Transaction on Client behalf is authorized to do so.
3. Execution and delivery by Client of this Agreement or any Transaction will not violate any law, regulation, by-law, agreement, obligation, judgment, or policy applying to Client. Without prejudice to the above, Client is not an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company that trades the same instruments as those offered by FIH.
4. Client is the full and ultimate beneficial owner of the funds deposited in the Account and no other person has or will have an interest in the Account. Client cannot and will not grant any security interest in the Account to other or others.
5. All details and declarations provided by Client to FIH are full and correct in all respects and Client shall immediately notify FIH on any change in such details or declarations.
6. Client has carefully read and understands this Agreement and without limitation, the above Risk Disclosure statement and the Specific Trading Rules Annex.
7. All funds deposited in the Account originate from legal sources and do not originate from drugs, abduction or any criminal activity.
8. Client may sustain the loss of any and all amounts deposited by it in the Account and that Client is willing and able, financially and otherwise, to assume the risk of such loss and any other loss, damages, expenses or costs incurred by Client in connection with this Agreement.
9. Client understands and acknowledges that without limitation to the provisions of the Agreement (i) while the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent Client from accessing FIH (and/or the TSP) Internet Trading Platform, and (ii) the use of the Internet exposes the user to risks resulting from the structure of the Internet and the use of a personal computer and/or any other end equipment permitting connection to the Internet. Client is responsible for all the results of unauthorized use of passwords and other means of information protection given to Client, and in Client's personal computer. The entry passwords for service are personal, secret, private, and may not be transferred. Use of the passwords and the preservation of their secrecy is at the full responsibility of the user, with all that this entails, including, but not only, responsibility for damage caused to Client and/or to any other third party, as a result of transferring the password to others, by acts of commission or omission, and/or as a result of unsuitable storage of the password, and (iii) Client hereby agrees and undertakes to immediately inform the TSP of any penetration to the Account by a user unauthorized by Client and/or of any violation and/or damage to privacy and/or to the security of the service, and (iv) FIH (and/or the TSP) shall not be liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects, and (v) FIH (and/or the TSP) do not represent, warrant or guarantee that Client will be able to access or use the Internet Trading Platform at times or locations of its choosing, or that FIH (and/or the TSP) will have adequate capacity for the Internet Trading Platform as a whole or in any geographic location, or that the Internet Trading Platform will provide uninterrupted and error-free service, and (vi) FIH (and/or the TSP) shall not be responsible for any loss and/or damage of any kind caused to Client as a result of use of the Account by others, whether or not with Client's knowledge, and (vii) Client is forbidden to use another person's account without his prior approval and agreement; and (viii) the use of the website and the information services given to Client are at Client's full and sole responsibility and Client hereby confirms that he is aware of all the risks resulting from the method of giving and receiving the information services through the Internet. (ix) Client shall not use any software for the purpose of automatic trading in his Account; and further shall not use or allow the use of the computer with which Client is performing Transactions in the Account in any manner obstructing or interfering with the regular and ordinary carrying out of such Transactions as contemplated by FIH.
10. Unfortunately, our services are not available for the residents of the following countries: New Zealand, Japan and Hong Kong, since Securities & Futures Commission law or regulatory equivalent laws do not allow people to carry currency transactions through future contracts. Therefore, until such authorization is obtained, futures contracts entered into by residents of those countries will not be accepted or honored by the Company. If you are currently a resident of the countries mentioned in this disclaimer, please do not use our web site. Our services are not available where it does not comply with legal usage; The Company reserves the right to refuse and/or cancel services to anyone at its own discretion. US residents may not use this website without reading the full disclaimer which is situated on the registration page, accepting and agreeing to its term fully.

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_