



# Client Account Application & Agreement

Risk Warning: Trading foreign exchange, commodity futures, options, precious metals and other over-the-counter or on-exchange products and Contracts for Difference (CFDs) carries a high level of risk and may not be suitable for all investors. Leverage creates additional risk and loss exposure. Before you decide to trade foreign exchange, carefully consider your investment objectives, experience level, and risk tolerance. You could lose some or all of your initial investment; do not invest money that you cannot afford to lose. Educate yourself on the risks associated with foreign exchange trading, and seek advice from an independent financial or tax Adviser if you have any questions.

Important Risk Disclosure: <https://www.capitalstreetfx.com/en/important-risk-disclosure/>

Capital Street Intermarkets Limited  
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**© CAPITAL STREET INTERMARKETS LTD**

- For Individual Accounts, please complete pages 29-33
- For Corporate Accounts, please complete pages 34-37
- For Limited Liability Company (LLC) Accounts, please complete pages 29-33 & 38-41
  - For Partnership Accounts, please complete pages 29-33 & 42-44
  - For Trust Accounts, please complete pages 29-33 & 45
- For ALL Managed Accounts, please additionally complete page 46-47

Submit along with a copy of identification & proof of address

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# TERMS OF BUSINESS

## 1. INTRODUCTION

1.1 Capital Street Intermarkets Limited ("Capital Street", "we" or "us") is incorporated, authorised and regulated by the Financial Services Commission of Mauritius ("FSC Mauritius") via company licence number C112010690 (GBC1) and Investment Dealer Licence number C112010690, in the capacity of a Full Service Investment Dealer (Excluding Underwriting). Capital Street's registered business address is Level 2, Hennessy Tower, Pope Hennessy Street, Port Louis, the Republic Of Mauritius. We are required to conduct our business and dealings with you in accordance with the rules of the following legal acts and statutes laid down by the Financial Services Commission/ Other Relevant Government Bodies of Mauritius

Section 29 of the Securities Act, 2005.

Rule 4 of the Securities Licensing Rules, 2007.

Financial Services (Consolidated Licensing and Fees) Rules, 2008. Section 72(6) of the Financial Services Act, 2007.

The above does not preclude the applicability of any and all further amendments/supplementary legal provisions as designated by the FSC/Government/Other Regulatory Bodies of the Mauritian Government, to apply to company dealings at any future time/times.

1.2 These terms and conditions, including the Risk Disclosure Statement and the attached Schedules, form the agreement between Capital Street and you and "The Agreement" shall be interpreted and applied accordingly. The Agreement governs the provision of services by Capital Street to you and shall regulate all dealings between Capital Street and you. A signed copy of this Agreement shall signify your unconditional acceptance of the terms of this Agreement.

Kindly study this Agreement carefully as it contains relevant and crucial information regarding your and Capital Street's rights and obligations in relation to the services we agree to provide you. It is therefore imperative upon you to inform Capital Street and seek clarification from us regarding any information contained herein that is not clearly understood by you, prior to the signing of this legally binding contract.

1.3 At Schedule 2 of this Agreement you are provided with a High Risk Investment Notice ("Risk Notice") in compliance with our client education and risk disclosure practices. This Risk Notice sets out the particular investment risks of investing/dealing in financial market instruments. Your execution of this document will be treated as your informed and fully cognizant acknowledgment that you have carefully read and are prepared to accept the risks outlined in the Risk Notice. If there is anything you do not understand it is recommended that you seek specialist independent financial and/or legal advice, in particular, regarding the suitability of investing in financial market instruments.

1.4 This Agreement comes into effect on the date Capital Street notifies to you in writing and/or equivalent standard business communication channels including but not limited to electronic-mail (e-mail)/facsimile, and shall supersede any previous agreement between us on the same subject matter. These terms and conditions may be amended from time to time by Capital Street and any changes will be notified to you in writing or using communication media as outlined above. All such changes will come into effect 3 days after you are deemed to have received notification, or at the time you are notified in accordance with clauses 29.8 and 29.9 whichever is earlier. Any changes to these terms and conditions will not apply to transactions

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opened prior to the date on which the changes become effective. If you do not wish to accept any amendment made by us to these terms and conditions you may by notice to Capital Street request to close your open transactions and your Account with us in accordance with these terms and conditions.

1.5 The definitions set out in Schedule I to this Agreement shall apply except where the context otherwise requires.

## 2. SERVICES

2.1 Subject to the terms and conditions of this Agreement and Capital Street's acceptance of your application, we will effect transactions for you in global financial markets including but not limited to the following general asset markets

Global Foreign Exchange Commodities

Equities (including but not limited to individual stocks and benchmark stock indices)

Debt (including but not limited to government/private issued

bonds/debentures/notes/securitized/usecuritized obligations)

Securities Markets – such as (but not limited to) swaps, money market investments, interest rate linked investments, and

Any other developing or existing investment asset/assets/class, as deemed viable/transactable by us from time to time collectively referred to as "Financial Markets" in "on" or "off exchange" transactions ("Over The Counter" or "OTC" markets), and provide such other services and products based on the above mentioned "Financial Markets" as Capital Street may, in its sole discretion, determine from time to time. Your Account will be opened and maintained by Capital Street. Orders from you in relation to Financial Market transactions will be routed to Capital Street for execution. Capital Street may act as your counterparty to such executed orders/transactions.

2.2 By executing this document you agree that all orders received by Capital Street will be treated as a specific instruction, in accordance with our Best Execution Policy, to execute transactions at the most advantageous terms, subject to prevailing market conditions. You acknowledge that by acting on such specific instructions in the above outlined manner, Capital Street satisfies its obligation to you, to take all reasonable steps to obtain the best possible result for you when executing an order

2.3 You acknowledge and agree by executing this document that you have given us your prior express consent to execute your orders outside or inside a regulated market or trading/investment/mercantile exchange/electronic network/ other commercial facility designated for investment transactions purposes, as may be deemed appropriate by Capital Street from time to time.

2.4 Capital Street will not advise you on the merits or suitability of any transaction entered into pursuant to this Agreement. Capital Street will not manage or monitor your investments. You acknowledge that, the execution, or arranging the execution, of any order on your behalf does not in any way imply any approval or recommendation of that transaction by Capital Street.

2.5 Capital Street will arrange for the execution of transactions on your instructions. Capital Street may act as principal in transactions that you execute with Capital Street such that Capital Street shall be your Counterparty. You will enter into each transaction with Capital Street as principal and not as agent on behalf of someone else unless otherwise agreed in writing by us. We shall be responsible to you alone and shall have no duties or obligations to your underlying customers (if any).

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2.6 You acknowledge and agree that unless otherwise agreed in writing the terms and conditions contained in this Agreement with regard to the respective rights and liabilities of you and Capital Street in relation to any transaction executed under this Agreement shall apply as between you and Capital Street.

2.7 You acknowledge and agree that under the terms and conditions applicable to any transaction with Capital Street that Capital Street has the power to determine amounts payable, specify account equity/equity (where account equity/equity and account deposit imply the definition in clause 11) requirements, set position limits, take default action and close out or revalue contracts or positions in certain circumstances.

### 3. FEES AND CHARGES

3.1 You shall pay to Capital Street such fees, commissions and all other charges as are ratified and accepted by you in signing the "Fees and Charges Schedule" attached separately at the end of this agreement. Further, any additional fees, commissions, other charges or costs incurred by us on your behalf shall be notified by Capital Street to you from time to time. These will include charges in respect of automatic rollover of your positions pursuant to clause 13. In addition to this you shall be responsible for the payment of any other charges that may be incurred as a result of the provision of services by Capital Street to you. Capital Street may share charges with Affiliates or other third parties, or receive remuneration from them in respect of transactions carried out on your behalf.

3.2 Unless otherwise agreed and subject to clause 3.1 above Capital Street shall not charge any additional commission or fee for the execution of transactions. All rates quoted by Capital Street will incorporate a spread constituted by the difference between its bid price and offer price for any given Financial Market transaction which may represent a mark-up or mark-down on the then current rates quoted by an alternative exchange/trading network/regulated or non regulated entity. Any quoted bid or offer price is not warranted to be within any specific percentage of any quoted prices by an alternative entity, or on an alternative market facilitating such transactions.

3.3 All fees and charges shall be regarded as being due and payable immediately. Any sums due to us pursuant to this clause may be deducted by Capital Street from the proceeds of any transaction. In the event of late payment by you overdue amounts shall bear interest at a rate equal to three per cent over base rate of Barclays Bank plc.

3.4 You agree to pay a transfer fee, as determined by us in the event that you instruct Capital Street to transfer open positions, moneys, and/or property relating to your account to another institution.

3.5 If there are no transactions on your account for at least one (1) year, or if your account balance is \$50.00(United States Dollars Fifty only) or less, you will be subject to a dormant account fee (the "Fee"), in return for administrative and informational services and/or access provided by Capital Street to active accounts. The Fee will be equal to the lesser of the remaining balance in your account or \$50.00(United States Dollars Fifty only) as the case may be. Upon assessment of the Fee, your account will automatically be closed.

### 4. ACCOUNT OPENING

4.1 An account must be opened prior to entering into any transaction with Capital Street. No orders can be placed until an account has been opened and cleared funds received. Without prejudice to the foregoing, if Capital Street permits you to place an order notwithstanding that an account has not been opened, or cleared

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funds received, this shall not limit your liability to Capital Street pursuant to this Agreement in respect of the order placed. Capital Street may, at its absolute discretion, refuse to accept you as a client for whatever reason but will notify you of any such refusal, without giving any reasons, promptly following your application.

4.2 To assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you acknowledge and agree that Capital Street or agents acting on Capital Street's behalf may:

(a) Make periodic searches and enquiries about you and any related party at credit reference agencies and your employers, if applicable;

(b) Disclose information to organisations involved in fraud prevention; and

(c) Investigate any current and past investment activity and obtain information in connection therewith and disclose information to other dealers or investment managers which deal in or manage investments for clients concerning any payment or security default or concerning any investment which is related to or connected with investment products which you seek to deal in with Capital Street.

4.3 Upon reasonable request made in writing by you to Capital Street, you shall be allowed to review any records maintained by Capital Street relating to your credit standing. In addition, you shall also be allowed and entitled to, solely at your own cost and expense, to copy such records.

## 5. INSTRUCTIONS

5.1 Unless otherwise agreed by Capital Street all orders for execution of transactions between you and Capital Street must be given to us electronically through the Capital Street Online Trading Platform or by telephone through the Capital Street Global Dealing Desks at designated numbers as shall be provided to you after the opening of the account or such other designated number as may be notified to you from time to time.

### Communication of Orders

5.2 A transaction order may be submitted by you using the telephone. Orders over the telephone will only be accepted by Capital Street during specified hours which will be notified to you from time to time. Capital Street may impose more restrictive time limits on when orders may be placed. When you place an order by telephone, you can do so only by talking directly to a broker. No messages may be left, and no orders may be placed using Capital Street's answer phone or voicemail facilities or by facsimile. All telephone calls are recorded for the purposes of fraud prevention and quality control and by agreeing to these terms and conditions you agree to the recording of such telephone conversations.

5.3 Any order to execute a transaction given to Capital Street shall not take effect unless actually received by Capital Street. Capital Street shall be entitled to act on your behalf upon instruction given or purporting to be given by you or any other person on your behalf without further enquiry as to the genuineness, authority or identity of any such person giving or purporting to give such instructions. Please Note: the protection of sensitive details related to your account (such as account number, login, password or other similar access and operational details, shall be your sole responsibility. Capital Street does not accept any liability whatsoever arising out of the misuse or compromising of such details to any outside party or any malicious use arising therefrom.

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5.4 Capital Street may, at its discretion refuse to accept any order from you but will notify you of any such refusal, without giving any reasons, promptly following receipt of your instructions. Capital Street may cancel any instructions previously given by you provided that we have not acted on your instructions. Acceptance of your order will be evidenced by Capital Street's confirmation of that order.

## 6. APPROPRIATENESS

6.1 Before accepting any order, we will record your investment knowledge and experience in the investment field relevant to you and appetite for or tolerance of risk.

6.2 On the basis of this information and in accordance with the applicable rules we will assess whether proposed investment transactions are appropriate for you. We will not be able to take your borrowings or any leverage facilities offered by us into account in assessing your investment risk appetite or capacity. You should be aware that using any leverage offered by us may dramatically increase the risk of investments, particularly where large positions can be taken with reliance on a small amount of usable account deposit, as is common when dealing in Financial Market investments as offered by Capital Street. Based on your role as a Client we will make certain assumptions about the appropriateness of the service provided, and we are entitled to assume that you have the requisite knowledge and experience in the relevant investment field. If you do not consider this to be the case, you must make us aware of this prior to the provision of the service and provide us with any available information as to the level of your knowledge and experience. It is your responsibility to inform us in writing of any information which might reasonably indicate that this assessment should be changed.

## 7. DEALING & EXECUTION

7.1 The Capital Street Online Trading Platform and the Capital Street Dealing Desk(s) will quote "bid" and "offer" prices for any given market/instrument the client is intending to trade. The prices quoted are determined by Capital Street and usually represent a mark-up or markdown of rates available from alternative entities (including but not limited to exchanges, banks, other regulated/unregulated financial institutions). Please note that the service provided under this Agreement is restricted to executing transactions at the quoted prices. Upon your specific instructions as more particularly set out in clause 2.2.

7.2 Details of our Execution Policy are available in a separate document upon request. We will execute orders in accordance with that policy (as amended from time to time). If you place an order with us to execute a transaction for you after the opening of an account that shall be construed as complete acceptance of our Execution Policy and you will be deemed to have agreed to it in its entirety. In case of any reservations or doubts about the details of our execution policy, it is imperative upon you to reconcile with or communicate your differences to Capital Street at the earliest. Continuation of account activity shall be a complete acceptance of our Execution Policy.

7.3 We may aggregate orders with those of any Affiliate or other clients provided that we reasonably conclude at the outset that it is unlikely that such aggregation will disadvantage you or any other client. However such aggregation may on some occasions operate to your disadvantage and on other occasions to your advantage. By agreeing to these Terms of Business you agree that we may aggregate orders in this way and acknowledge that in some cases this may result in you obtaining a less favourable result than would otherwise be the case and vice versa in other cases.

7.4 Capital Street may require you to limit the number of open positions which you may have with us at any

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time and we may at our sole discretion close out any one or more transactions in order to ensure that such position limits are maintained.

## **8. ONLINE ACCESS**

### **Access Information and Details**

8.1 In order to use the Capital Street Online Trading Platform you will need a username and password for online electronic access to your account from Capital Street. You will need to provide the username and password each time you wish to use the Online Trading Platform.

8.2 In relation to the username and password, you acknowledge and undertake that:

- (a) You will be responsible for the confidentiality and use of your username and password;
- (b) Other than with our prior written consent, you will not disclose your username/password to persons other than your Authorised Representatives for any purpose whatsoever;
- (c) Capital Street may rely on all instructions, orders and other communications entered using your Username/Password, and you will be bound by any transaction entered into or expense incurred on your behalf in reliance on such instructions, orders and other communications; and
- (d) You will immediately notify us if you become aware of the loss, theft or disclosure to any third party or of any unauthorised use of your username/password.

8.3 If Capital Street believes that your Username/Password is being used without your knowledge by unauthorised persons, we may without prior notice suspend your rights to use the Online Trading Platform. Further, if Capital Street believes that you have supplied your username/password to other persons in breach of clause 8.2(b), then we may terminate this Agreement forthwith.

### **Capital Street Online Trading Platform**

8.4 Access to the Capital Street Online Trading Platform is provided “as is”. Capital Street makes no performance claims, warranties, express or implied, representations, or guarantees as to the merchantability, fitness for any particular purpose or otherwise with respect to the Capital Street Online Trading Platform, its content, any documentation or any hardware or software provided. Technical difficulties could be encountered in connection with the trading platform. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic/monetary and/or data loss. In no event will Capital Street or its Affiliates or any of their employees be liable for any possible loss (including loss of profit or revenue of any sort whatsoever), cost or damage including, without limitation, consequential, unforeseeable, special or indirect damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, deactivating or attempting to access the online trading platform or otherwise.

### **Execution errors**

8.5 All orders executed by Capital Street should be displayed on Capital Street’s Online Trading Platform. Any failure or delay in any order being displayed on the trading platform shall not affect the validity of the

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order. If Capital Street has executed an order, but it is not displayed, it is solely your responsibility to make further enquiry into the same, to obtain confirmation of the execution of the order. Any failure or delay by you in contacting Capital Street shall not affect the validity of any order. Once an order has been executed, you should be deemed to have entered into a corresponding contract with Capital Street whether or not the corresponding order is displayed on the Capital Street Online Trading Platform.

8.6 If you incorrectly or erroneously submit an order, which is executed, you shall notify Capital Street of the error immediately following you becoming aware of the error. You shall also notify Capital Street at the same time whether you require Capital Street, in respect of the error trade to either:

(a) Maintain the contract in your name with Capital Street in the same size and at the same price as the executed order; or

(b) Reverse the executed order.

Where you request us to reverse the order in accordance with (b) above Capital Street shall, at its absolute discretion, do so as reasonably practicable. Capital Street will, when making a determination as to whether it will reverse the executed order referred to in (b) above, act fairly towards you but, shall in no circumstances, except for its own fraud or willful default, be liable to you for any loss, cost, claim, demand or expense you may suffer (including loss of profits or any indirect or consequential losses) resulting from its decision to reverse the executed order.

### **Internet failures**

8.7 Since Capital Street does not control signal power, its reception or routing via the Internet, configuration of your equipment or reliability of its connection, Capital Street shall not be held responsible for communication failures, distortions or delays when using the Capital Street Online Trading Platform.

### **Market risks and online trading**

8.8 Investing/Trading in any/all Financial Markets involves substantial risk that is not suitable for everyone. Investing/Trading on-line, no matter how convenient or efficient, does not alter the nature of the risks associated with such investments in any way whatsoever.

### **Use of the Capital Street Online Trading Platform**

8.9 Your access to and your use of the Capital Street Online Trading Platform are expressly subject to your compliance with the terms of (a) this agreement and (b) any/all guidelines for using the Capital Street Online Trading Platform posted on or communicated through the Capital Street Online Trading Platform (as amended from time to time) and including any Capital Street privacy policy, (as it may be amended from time to time) collectively being referred to as the "Operating Procedures". In the event of any inconsistency between this Agreement and the Operating Procedures, the Operating Procedures shall prevail. Capital Street shall have the right, at any time, to amend the provisions of the Operating Procedures upon three (3) days prior notice by posting on or through the Capital Street Online Trading Platform provided or by any other standard means of communication including but not limited to electronic mail, telephonic intimation or via any other standardized and accepted medium/media of communication. However, any amendment to the Operating Procedures may be made effective immediately, where appropriate in our determination, (a) to permit the Trading Platform/Trading Activity conducted through the Trading Platform, to comply with any applicable laws, rules, regulations or judgements, orders or similar; or (b) to facilitate the continued and

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proper operation of the Capital Street Online Trading Platform without performance interruption or degradation.

8.10 You acknowledge that we shall have sole discretion and control over, and the right to modify at any time, the Capital Street Online Trading Platform and its functionality, configuration, appearance and content, including without limitation:

(a) The parameters and methods by which orders are placed, routed, marketed or otherwise processed by the Capital Street Online Trading Platform; and

(b) The availability of the Capital Street Online Trading Platform to any user or with respect to any particular Financial Market product/instrument/security/any related offering thereof, or transactions at any particular places, times or locations.

## **Intellectual Property Rights**

8.11 You acknowledge and agree that Capital Street is the sole owner (except to the extent owned by third party licensors and except to the limited extent licensed by Capital Street to any other institutions and their related stakeholders) of all right, title and interest (collectively the “IP Rights”) in and to the Capital Street Online Trading Platform, the data and other information generated by the trading platform (“Data”) produced by and distributed by or through the Capital Street Online Trading Platform and each component thereof and all intellectual property and proprietary rights with respect thereto, including, without limitation, patent, copyright, trade secret, trademark and other proprietary rights in and to the Capital Street Online Trading Platform and each component thereof, and to all modifications, including custom modifications, to the trading platform and each component thereof, whether made by or with the assistance of you and any other person and any know how, techniques, methodologies, equipment or processes used by Capital Street, the look and feel of the trading platform and each component thereof and all of Capital Street’s software (front and back end) all registered trademark applications, trademarks and service marks, trade names, URL registrations and all pricing information and other Data.

8.12 You shall not obtain any intellectual property rights in or to the IP Rights.

## **9. CONFIRMATIONS**

9.1 Capital Street will provide you a confirmation following the execution of a transaction for your account. Confirmations shall be deemed to be conclusive and binding on you, if not objected to immediately upon receipt and confirmed in writing within one (1) business day after dispatch.

9.2 Capital Street will provide you account statements containing adequate information on the value and composition of your account as at the end of the period covered by the statement. Confirmation shall be deemed to be conclusive and binding on you if not objected to immediately upon receipt and confirmed in writing within one (1) business day after dispatch.

9.3 Capital Street may post confirmations on-line, which you will be able to access using the Trading Platform. Capital Street will post details of your account activity on-line and you will be able to generate daily, monthly and yearly reports of account activity as well as a report of each executed trade. Updated account information will be available no more than twenty-four hours after any activity takes place on your account. Posting of account information on your on-line account will be deemed delivery of confirmation and account statements. Account information will include trade confirmations with ticket numbers, purchase

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and sale rates, used desposit, spare deposit available for further transactions, statements of profits and losses, as well as current open or pending positions and any other information as required by standard ‘‘business best practice’’ norms. Please notify us if you wish to receive confirmations in hard copy or by email rather than through the Online Trading Platform.

## 10. CONSENT TO ELECTRONIC COMMUNICATION

Your signature of this Agreement constitutes your prior express consent to communications to you electronically on screen, mail form, via e-mail, fax, and telephone or by other means at the sole discretion of Capital Street. If you no longer wish to communicate in this way, you must revoke this consent in writing. If you do not wish to communicate via electronic media at all, you must inform us of your wishes prior to signing of this document.

## 11. ACCOUNT EQUITY AND COLLATERAL

‘‘Account Equity’’ or ‘‘Equity’’ in the context of this agreement shall be interpreted to expressly be defined as follows:

Account Deposit in client account, plus  
any realized/yet to be realized profits on closed/open positions, less any realized/yet to be realized loss on closed/open positions less  
any pending charges/commissions/fees/payables to Capital Street by client with reference to subject account.

11.1 You shall provide to and maintain with Capital Street as Counterparty, as applicable, account equity in such amounts and in such forms as Capital Street, in its sole discretion, may require. Capital Street may change the equity requirements at any time, based on general market conditions or specific circumstances affecting individual or a group of markets, individual and specific circumstances associated with the client account and the account activity, in addition but not limited to any regulatory or legal requirement(s) to effect any changes as those outlined above.

11.2 Any demand for additional account deposits into the client account must be expressly satisfied within such time as may be specified by Capital Street. Deposits may be provided in the form of cash or if we otherwise agree, other collateral (by which we mean investments or any other property or assets acceptable to us in lieu of cash).

11.3 Capital Street shall have the right to pledge, charge, loan or otherwise use or dispose of all or part of the client account deposit or other property provided to us as if Capital Street is the beneficial owner thereof. You agree that provided the investments returned to you are of the same description and amount as those used as security or collateral they need not be the actual investments held by you.

11.4 You are responsible for maintaining appropriate arrangements with us at all times for the communication of calls/demands/notifications for additional deposit requirement(s) in your account with us. In the event of Capital Street being unable to contact you or if you fail to meet the demands for additional deposit(s) into your account within the required time, Capital Street will be entitled to exercise our rights in accordance with clauses 20-23 below.

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11.5 Capital Street may at any time notify you, that unless you deposit into your Account(s) such additional funds as sufficient to meet our minimum applicable account equity requirements for your account and its constituent positions, we may liquidate any or all open positions. Once issued, you must comply in full with such notification(s) regardless of any fluctuations in the values of the open positions, and irrespective of any recovery in the market value of the subject account/positions. You may not increase or establish any new open positions during the period of such notification(s) as above, until the demand for additional funding into the client account has been complied with in a complete and satisfactory fashion.

11.6 Your Account Equity does not represent the total extent of your financial liability to Capital Street as you are liable for all losses in respect of any transactions and any other costs or payments due under these terms and conditions. Further you acknowledge and agree that any waiver of additional account deposit notifications/demands/calls or, failure to demand/call/notify the need for additional deposit requirement(s) in your account, cannot be relied upon, or treated as, an act, omission or representation as to the current value of any of your open position(s) with Capital Street, or an approval in any manner whatsoever of the account equity sufficiency, or the grant of an exception to the clauses 11.1 – 11.5.

## **12. SECURITY**

12.1 All funds, securities, currencies, and other property belonging to you which Capital Street or its Affiliates may at any time be holding for you (either individually, jointly with another, or as a guarantor of the account of any other person) or which may at any time be in their possession or control or carried on their books for any purpose, including safekeeping, are to be held by them as security and subject to a general lien and right of set-off for any of your liabilities to them under this Agreement whether or not they have made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts you may have with them. Capital Street and/or its Affiliates may, in their discretion and without notice to you, apply and/or transfer any or all funds or other property belonging to you between any of your accounts with Capital Street.

12.2 You hereby also grant to Capital Street the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other customers, to Capital Street as broker or to others, any securities or other property belonging to you which is held by us as collateral or security deposit/deposits.

## **13. SETTLEMENT DATE, ROLLOVER AND OFFSET INSTRUCTIONS**

13.1 Please note that Capital Street will automatically rollover all open positions, which are subject to daily settlement, on your account to the following business/settlement day unless you notify us to close your position(s) prior to 5 p.m. (Eastern Standard Time). Capital Street will charge you a fee in respect of each such position that is rolled over.

13.2 Offset instructions on open positions open prior to settlement arriving at settlement date must be given to us at least one (1) business day prior to settlement date.

13.3 In the absence of timely instructions from you, Capital Street are authorised, at their absolute discretion, to rollover/offset/liquidate all or any portion of the open positions in your account(s) or to make or receive delivery on your behalf upon such terms and by such methods deemed reasonable by Capital Street, with the costs of any such transactions being charged to your account as per the costs incurred by us on account of your positions, settled by any/all the methods outlined above, without limiting our right to close out any open positions by any other alternative method(s) and charging the costs of the same to your account.

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13.4 For the avoidance of doubt, Capital Street will not arrange delivery of assets in which positions are held unless Capital Street deem necessary pursuant to clause 13.3 or if we otherwise agree in writing with you.

13.5 All transactions executed/positions held with Capital Street Intermarkets Limited in the “settlement in cash only” assets/markets segment will be settled by credit or debit to your Capital Street account in the currency of that account on the designated settlement/last trading day dates.

## 14. CLIENT MONEY

14.1 Unless otherwise notified by Capital Street your money will be held by Capital Street as client money. Your funds will therefore be held in an account at an Approved Bank duly licensed and regulated by the regulatory institutions responsible for banking oversight and regulation in the relevant jurisdiction.

14.2 Capital Street may hold client money on your behalf with an Approved Bank in a client money bank account located outside the Republic Of Mauritius or in more than one banking jurisdiction simultaneously, or pass money held on your behalf to an intermediate broker, settlement agent or Counterparty located outside the Republic Of Mauritius. The legal and regulatory regime applying to any such Approved Bank or person will be different from that of Mauritius and in the event of the insolvency or any other equivalent failure of the Approved Bank or such person, your money may be treated differently from the treatment which would apply if the money was held in the Republic Of Mauritius. While we shall voluntarily make every prudent effort to evaluate the suitability of such placements with an institution/entity prior to the placement of funds in their custody, Capital Street shall not be liable for the solvency, acts or omissions of any third party referred to in this clause.

14.3 Unless otherwise agreed in writing, Capital Street shall not pay you interest, nor account to you for profits earned, on client money.

14.4 If you owe us any money under this Agreement, Capital Street shall on the day it becomes due and payable cease to treat as client monies so much of the money held on your part as equals the amount so due and payable. We may apply that money in or towards satisfaction of all or part of those obligations due and payable to us.

14.5 Any surplus on a sale or closing out under this Agreement after exercising our rights under this Agreement belongs to you and we shall treat it as client money. Accordingly, if we default while still holding it, it will be pooled with our other client money for the benefit of all our customers and you will share ratably with them in the pool.

## 15. CURRENCY FLUCTUATIONS

15.1 If you direct Capital Street to enter into any currency transaction:

(a) Any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for your account and risk;

(b) All initial and subsequent deposit(s) for purpose(s) of initiating new or continuing to hold an open position(s) shall be made in any denomination accepted by Capital Street, in such amounts as Capital Street may in their sole discretion require; and

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(c) Capital Street is authorised to convert funds in your account for fulfilling/satisfying any supplementary account equity requirements into and from such foreign currency at a rate of exchange determined by Capital Street on the basis of the then prevailing foreign exchange conversion rates. In such circumstances, Capital Street will not be liable to you for any loss suffered by you as a result of such action (although, Capital Street will use reasonable efforts to only convert such funds as may prudently be required to cover the position in respect of the relevant transaction).

15.2 If Capital Street receive or recover any amount in respect of any of your obligations in a currency other than that in which such amount was payable, whether pursuant to a judgment of any court or otherwise, you will indemnify Capital Street and hold Capital Street harmless from and against any cost (including costs of conversion) and loss suffered by Capital Street as a result of receiving such amount in a currency other than the currency in which it was due.

## **16. CONFLICTS OF INTEREST**

16.1 We are required to have arrangements in place to manage conflicts of interest between us and our clients and between different clients, arising out of our role in multiple front, middle and back office capabilities. We operate in accordance with a conflicts of interest policy we have put in place for this purpose under which we have identified those situations in which there may be a conflict of interest, and in each case, the steps we have taken to manage that conflict. Further details of this will be provided on request.

## **17. LIABILITY AND INDEMNITY**

17.1 Neither Capital Street, their Affiliates, nor any of their directors, officers, employees and agents shall be liable for any loss or damage (including direct, indirect, incidental, punitive, special or consequential loss, loss of profits, lost data, loss of use of the Capital Street Online Trading Platform, business interruption, loss of business reputation or goodwill, costs of substitute, services or downtime costs) suffered by you or any other person (regardless of whether you or any other person have been informed of the possibility of such losses, damages, costs or expenses) in connection with the provision of any services to which this Agreement applies except to the extent that such loss or damage results directly from negligence, fraud or willful default by Capital Street. Additionally, you agree to indemnify and hold Capital Street, its affiliates, employees, agents, successors and assigns harmless from and against all liabilities, losses, damages, costs and expenses, including attorneys fees resulting from use of programmable trading systems, whether built by you yourself or by any third party and executed on or using the Capital Street Online Trading Platform or any other trading platform offered by Capital Street.

17.2 Neither Capital Street, their Affiliates, nor any of their directors, officers, employees and agents shall be responsible for any loss or damage (including direct, indirect, incidental, punitive, special or consequential loss, loss of profits, lost data, loss of use of the Capital Street Online Trading Platform, business interruption, loss of business reputation or goodwill, costs of substitute, services or downtime costs) caused by any events, actions or omissions beyond our control including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission/execution/confirmation of orders/transactions and/or information due to a breakdown in or failure of any transmission or communication facilities or relating to any software, any technology, any equipment, or the Capital Street Online Trading Platform.

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17.3 Further, any losses/loss of profits/direct or indirect costs incurred by you on account of such encumbrances/obstacles/limitations/ delays/errors, that are caused by conditions beyond the direct purview of Capital Street, including without limitation, unusual market conditions or an operating environment that limits the ability of Capital Street to service its obligations to you in a satisfactory fashion, shall not be the liability of Capital Street in any degree whatsoever.

17.4 You acknowledge that (i) any market information or third party recommendations communicated to you(if at all) by Capital Street or any Affiliate, does not constitute advice ,solicitation or an offer to buy/sell/transact in any investment (ii) such information or recommendations, although based upon information obtained from sources believed by Capital Street to be reliable, may be based solely on a third party's opinion and that such information may be incomplete and may be unverified, (iii) you or any other person have not relied upon any representation or warranty made by Capital Street or its Affiliates, except as specifically set forth in this Agreement; (iv) any reliance upon any content of the Capital Street Online Trading Platform shall be at your sole and exclusive risk; and (v) We make no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information furnished to you. You acknowledge that Capital Street make no representations concerning the tax implications or treatment of Contracts entered into by you.

### **Manifest errors**

17.5 A "Manifest Error" means a manifest or obvious misquote by Capital Street having regard to the current market conditions at the time an order is placed. When determining whether a situation amounts to a Manifest Error, Capital Street may take into account all information in its possession including, without limitation, information concerning all relevant market conditions, any error in, or lack of clarity of, any information source or announcement.

17.6 Capital Street will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, in reliance on an order placed with Capital Street (or that you have suffered any loss of profit, consequential or indirect loss) shall not be taken into account by us in determining whether there has been a Manifest Error. Capital Street reserves the right to void any transaction resulting from or deriving from a Manifest Error with the effect that it shall be deemed never to have been opened or to amend the details of such a transaction to reflect what Capital Street considers in its sole discretion, acting in good faith, to be the correct or fair terms for such a transaction absent such Manifest Error/s.

17.7 Capital Street shall in no circumstances, except for its own fraud or willful default be liable to you for any loss, cost, claim, demand or expense you may suffer (including loss of profits or any indirect or consequential losses) resulting from a Manifest Error.

### **Arbitrage**

17.8 Internet, connectivity delays, and price feed errors sometimes create a situation where the prices displayed on the Capital Street Online Trading Platform do not accurately reflect the 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. Capital Street does not permit the practice of arbitrage on the Capital Street Online Trading Platform. Transactions that rely on price latency arbitrage opportunities may be revoked. Capital Street reserves the right to make the necessary corrections or adjustments on the account involved. Accounts that rely on arbitrage strategies may at our sole discretion be subject to Capital Street's intervention and Capital Street's approval of any orders. Any

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dispute arising from such quoting or execution errors will be resolved by Capital Street in its sole and absolute discretion.

17.9 Capital Street shall have no obligation to contact you to advise upon appropriate action in light of changes in market conditions or otherwise.

17.9 (a) You acknowledge that Financial Markets are highly speculative and volatile and that, following execution of any transaction, you are solely responsible for making and maintaining contact with Capital Street for the purpose of monitoring the position and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, Capital Street can give no assurance that it will be possible for them to contact you and we accept no liability for loss alleged to be suffered as a result of any failure by you to do so.

17.9 (b) You agree to indemnify and hold Capital Street, their Affiliates, our Affiliates, and any of their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees, incurred in connection with the provision of the services under this Agreement to you provided that any such liabilities, losses, damages, costs and expenses have not arisen for our negligence, fraud or willful default.

## **18. REPRESENTATIONS AND WARRANTIES**

18.1 You represent and warrant that:

- (a) You are of sound mind, legal age and legal competence;
- (b) No person other than you has or will have an interest in your account(s);
- (c) Regardless of any subsequent determination to the contrary, you are suitable to trade/invest in Financial Markets and that you are aware of the risks involved with such transactions; and
- (d) You shall comply with all applicable laws.

18.2 You represent and warrant that the information disclosed in the Client Information Form (including any financial information) is true, accurate and complete in all material respects. You must notify Capital Street immediately of any changes to any information you have provided to Capital Street.

## **19. CONFIDENTIALITY AND DATA PROTECTION**

19.1 Capital Street will treat all information about you as private and confidential. We will not disclose any information relating to you to others except (a) to the extent required by any applicable laws or regulations; (b) where there is a duty to the public to disclose; (c) where Capital Street's interests require disclosure or (d) at your request or with your consent.

### **Consent to Transfer of Data**

19.2 All personal information about you that we acquire may be stored (by electronic and other means) and used by us in the following ways: to enable us to provide services to you; to respond to requests for information from you; to follow up with you after you request information to see if we can provide any

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further assistance; for statistical purposes and for market and product analysis; to develop and improve the products and services we provide and/or may provide to you and/or to your organisation; for our own administrative purposes (including, but not only, maintaining our records) and compliance purposes; for crime prevention and detection; to prevent or detect abuse of our services or any of our rights and to enforce or apply our terms and conditions and/or other agreements or to protect our (or others') property or rights; to contact you (for example, by telephone, fax, e-mail or other means) to let you know about products or services that we think may be of interest to you; to permit our Affiliates to also contact you (for example, by telephone, fax or other means) to let you know about products or services that they think may be of interest to you. To other organisations we may engage to perform, or, assist in the performance of our services, or to advise us, provided that they will only be given access to your personal information to perform such assistance services or advice and not for other purposes. We shall endeavour to ensure that any such organisation undertakes to adopt appropriate security measures in respect of yours and others' personal data;

## **Transfer of Data Abroad**

19.3 Data may be transferred to, and stored and processed in, other countries including countries which do not offer "adequate protection" for any purpose related to the operation of your account. Such purposes include but are not limited to processing of instructions and generation of confirmations, the operation of control systems; the operation of management information systems and allowing staff of Affiliates who share responsibility for managing your relationship from other offices to view information about you.

19.4 Before doing so, we will put contractual arrangements in place to ensure the adequate protection of your information and we shall endeavour to ensure that any such contractual arrangements comply with widely accepted "business best practice" standards related to the protection of individual and corporate privacy and confidentiality.

19.5 We have security procedures covering the storage and disclosure of your personal information to prevent unauthorized access and to comply with our legal obligations.

19.6 You are entitled to ask us for details of the personal information that we hold about you, the purposes for which they are being or are to be processed, and the recipients or classes of recipients to whom they are or may be disclosed. If you would like to request this information, please contact us. We may charge a fee for providing this information to you (details of which are available upon request). If you make a written request to us, we will also correct, delete and/or block personal information from further processing if that information proves to be inaccurate.

19.7 Data may also become subject to the legal disclosure requirements of other countries.

## **20. EVENTS OF DEFAULT**

20.1 If at any time:

(a) You fail to comply fully and immediately with any obligation to make any payment or to make or take delivery of any property when due to or required by Capital Street;

(b) You make default in any other obligation or commit any breach of any other obligations under this Agreement (including any transaction governed by this Agreement) and including but not limited to, any call for additional deposits to meet account equity requirements;

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(c) Any representation or warranty made by you was or has become or subsequently would if repeated at any time be incorrect;

(d) At any time due to market fluctuations or for any other reason we shall in our absolute discretion consider that we hold insufficient account equity or determine that any security held by us to protect one or more of your account(s) is inadequate regardless of current market quotations;

(e) Capital Street, acting in its absolute discretion determines, that there is or has been an adverse change in the creditworthiness of any party providing a guarantee and/or indemnity in respect of your obligations under this Agreement;

(f) Consider it necessary or desirable to prevent what is considered to be or might be a violation of any applicable laws or regulations or good standard of market practice;

(g) You commence a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each an "Insolvency Officer") of you or any substantial part of your assets; or if you take any corporate action to authorise any of the foregoing; and, in the case of a reorganisation, arrangement or composition, we do not consent to the proposals;

(h) An involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of an Insolvency Officer of you or any substantial part of your assets;

(i) You die, become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you; or any indebtedness of yours is not paid on the due date therefore or becomes, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Agreement ("Proceedings") are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, the whole or any part of your property, undertaking or assets (tangible and intangible);

(j) You or any Credit Support Provider (or any Insolvency Officer acting on behalf of either of you) disaffirm, disclaim or repudiate any obligation under this Agreement or any guarantee, hypothecation agreement, margin or security agreement or document, or any other document containing an obligation of a third party ("Credit Support Provider"), or of you, in favour of us supporting any of your obligations under this Agreement (individually a "Credit Support Document");

(k) You are dissolved, or, if your capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedures are commenced seeking or proposing your dissolution, removal from such a register, or the ending of such a registration;

(l) Any Credit Support Provider fails to comply with or perform any agreement or obligation to be complied with or performed by you or it in accordance with the applicable Credit Support Document;

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(m) Any Credit Support Document expires or ceases to be in full force and effect prior to the satisfaction of all your obligations under this Agreement, unless otherwise agreed in writing by us;

(n) Any representation or warranty made or given or deemed made or given by any Credit Support Provider pursuant to any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given or any event referred to in clause 20.1(g) to 20.1(i) or 20.1(k) occurs in respect of any Credit Support Provider;

(o) Where you or your Credit Support Provider is a partnership, any of the events referred to in clause 20.1(g) to 20.1(i) or 20.1(k) occurs in respect of one or more of your or its partners; then we may exercise our rights under clause 21.1, except that if Automatic Termination applies then in the case of the occurrence of any Event of Default specified in clause 20.1(g) or 20.1(h) (each a "Bankruptcy Default"), the provisions of clause 21.2 shall apply.

## **21. TERMINATION FOLLOWING AN EVENT OF DEFAULT**

### **Termination on notice**

21.1 Subject to clause 21.2, at any time following the occurrence of an Event of Default, Capital Street may, by notice to you, specify a day on which Capital Street will commence the termination and liquidation of open transactions executed under this Agreement or if such a termination and liquidation commences automatically (the "Liquidation Date"), for the termination and liquidation of transactions in accordance with the provisions of clause 22.

### **Automatic termination**

21.2 Unless we specify otherwise, the date of the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date ("Automatic Termination"), without the need for any notice by us and the provisions of clause 22 shall then apply.

## **22. NETTING**

### **22.1 Upon the occurrence of a Liquidation Date:**

(a) Neither Capital Street nor you shall be obliged to make any further payments or deliveries under any transactions which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount;

(b) Capital Street shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine (discounting if appropriate), in respect of each transaction referred to in clause 22.1(a), its total cost, loss or, as the case may be, gain, in each case expressed in the currency specified by us ("Base Currency") (which and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, pursuant to this Agreement, of each payment or delivery which would otherwise have been required to be made under such transaction (assuming satisfaction of each applicable condition precedent

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and having due regard, if appropriate, to such market quotations published on, or official settlement prices set by the relevant market (regulated or otherwise) as may be available on, or immediately preceding, the date of calculation);

(c) and Capital Street shall treat each cost or loss to it, determined as above, as a positive amount and each gain by it, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the "Liquidation Amount").

## **Payer**

22.2 If the Liquidation Amount determined pursuant to clause 22 is a positive amount, you shall pay it to Capital Street and if it is a negative amount, Capital Street shall pay it to you. We shall notify you of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.

## **Payment**

22.3 The Liquidation Amount shall be paid in the Base Currency by the close of business on the Business Day following the completion of the termination and liquidation under clause 22 (converted as required by applicable law into any other Currency, any costs of such conversion to be borne by you, and (if applicable) deducted from any payment to you). Any Liquidation Amount not paid on the due date shall be treated as an unpaid amount and bear interest, at the rate as reasonably determined by Capital Street to be the cost of funding such overdue amount. Interest will accrue on a daily basis and will be due and payable by you as a separate debt.

## **Base Currency**

22.4 For the purposes of any calculation hereunder, we may convert amounts denominated in any other Currency into the Base Currency at such rate prevailing at the time of the calculation as we shall reasonably select.

## **Payments**

22.5 Unless a Liquidation Date has occurred or has been effectively set, Capital Street shall not be obliged to make any payment or delivery scheduled to be made by Capital Street under a transaction for as long as an Event of Default or a potential Event of Default with respect to you has occurred and is continuing.

## **23. ADDITIONAL RIGHTS**

23.1 Capital Street rights under this clause 23 are in addition to, and not in limitation or exclusion of, any other rights which they may have under this Agreement or otherwise whether by agreement or operation of law. In particular and without prejudice to the provisions of clauses 21.2-22.5 and 11.5 above, they are authorised and entitled, without notification to you and according to their judgement and in their absolute discretion to take such action as they deem necessary, expedient or desirable, to protect their position, including without limitation, one or more of the following actions (whether in whole or in part):

(a) Close out or give instructions to close out all or any of your open positions;

(b) Perform, cancel or if applicable abandon any of your open positions;

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(c) Borrow, buy, sell, mortgage, charge or otherwise dispose of any or all investments, monies or other assets which you may have requested us to enter into or hold with or for you or other property of any type held or carried for you (whether entered into or held as security for your obligations to us hereunder or otherwise) or purchase or borrow any or all Designated Investments or other assets;

(d) Satisfy any obligation that you may have to them, either directly or by way of guarantee or suretyship, out of any of your investments, monies or other assets in Capital Street custody or control;

(e) Cancel any or all outstanding orders or contracts or any other commitments made with or for you. Any of the above actions may be taken without demand for account equity or additional account equity deposit, and regardless of whether the relevant investments or transactions which they may have executed or arranged with, or for you, are solely yours or held jointly with others. In liquidating any long or short positions they may, at their sole discretion, sell or purchase positions with the same maturities or initiate new long or short positions in order to establish a spread or straddle which in their judgement is necessary or advisable to protect existing positions on your account. In all cases, a prior demand by Capital Street, or notice of the time and place of a sale or purchase shall not constitute a waiver of our rights to sell or buy without demand or notice as herewith provided. You will at all times be liable for the payment of any debit balance on your account and you will be liable for any deficiency remaining on your account in the event of the liquidation thereof in whole or in part by you or them. If the proceeds realised pursuant to this authorisation are insufficient for the payment of all liabilities due to Capital Street from you, you will promptly pay on demand the deficit and all unpaid liabilities together with overdue interest.

## 24. TERMINATION

This Agreement may be terminated by you by giving three (3) business days notice in writing to Capital Street, provided that you do not have any open position(s) and do not have any outstanding liabilities to Capital Street. Capital Street may terminate this Agreement forthwith upon notice in writing to you at any time with immediate effect or with a notice period as indicated in the notification of termination. Termination shall not affect any transactions previously entered into and shall be without prejudice to any accrued rights and obligations of either you or Capital Street.

## 25. NOTICES

Reports, statements, notices and any other communications may be transmitted to you via email or post, to such address as you may from time to time notify in writing to us. All communications so sent, whether by mail, telegraph messenger, email, or otherwise, shall be deemed transmitted by us when deposited in the mail, or when received by a transmitting agent, and deemed delivered to you personally, whether actually received by you or not. It is therefore incumbent upon you solely to provide contact details such that any information transmitted to you based upon the contact details you have provided to us is delivered/communicated to you in a manner of your satisfaction and requirement.

## 26. COMPLAINTS AND COMPENSATION

If you have any complaint about Capital Street performance under this Agreement, you should direct that complaint to our Compliance Department, which will investigate the nature of the complaint in accordance with Capital Street's complaints handling procedure to try to resolve it. A copy of Capital Street's complaints handling procedure is available on request. The acceptance of a complaint for our review,

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feedback and decision is in no way an acceptance of any liability/non performance on our part. It is an acknowledgement of the right to clarification and redressal (if any is mandated by the nature of the complaint) as part of our relationship with you through this agreement.

## **27. DISPUTE RESOLUTION**

27.1 Without prejudice to your rights to refer a complaint to an external body such as the Financial Services Commission (FSC)/Arbitration Agencies/ Legal Courts ("Courts") of Mauritius, the parties will attempt to negotiate a settlement of any claim or dispute between them arising out of, relating to or in connection with this agreement including any question regarding its existence, validity or termination. If the matter is not resolved by negotiation the parties will refer the dispute to mediation. The mediation will take place in the Republic Of Mauritius, (or such other place or places as the parties may agree) and will be initiated by one party giving written notice to the other that negotiations to settle the claim or dispute have failed.

27.2 Following such notice the parties will attempt to agree upon a Mediator. If the parties are unable to agree upon a Mediator or if the Mediator agreed upon is unable or unwilling to act, either party shall, within 14 days after (a) written notice by one party to the other of a failure to agree upon a Mediator, or (b) written notice to either party that the agreed upon Mediator is unable or unwilling to act, apply to the Courts of The Republic Of Mauritius for the appointment of a Mediator.

27.3 Following the selection or appointment of a Mediator the parties will attempt to resolve the claim or dispute through mediation in accordance with the rules.

27.4 Notwithstanding any of the forgoing, any party may seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party, pending resolution of the dispute in accordance with the procedure set forth above.

## **28. FORCE MAJEURE**

28.1 Capital Street shall not be liable to you or any person for any damages caused directly or indirectly to you or such person if Capital Street is unable to perform any of its obligations under this Agreement because of any event beyond the control of Capital Street, including, but not limited to, natural disasters, acts of God, war, terrorism, actions or decrees of governmental bodies failures of technology equipment or communications equipment or networking equipment (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, Capital Street shall provide written public/private notification to you using any available media of communication including but not limited to public notification on our official company website("the website") [www.capitalstreetfx.com](http://www.capitalstreetfx.com) , email, telephone, facsimile or other available forms of communication, as circumstances reasonably permit and within such time as is made feasible by specific circumstances at the time. Capital Street shall use commercially reasonable efforts to resume performance. Upon receipt of such notice, all of Capital Street's obligations under this Agreement shall be immediately suspended for the duration of such Force Majeure Event.

## **29. GENERAL**

29.1 The provision of Capital Street's services to you is subject to all applicable laws, regulations and other provisions or market practices to which we are subject (collectively, the "applicable regulations"). If any conflict arises between this Agreement and any applicable regulations, the latter shall prevail. We are not

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required to do anything or refrain from doing anything which would infringe any applicable regulations and may do whatever we consider necessary to comply with them.

29.2 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

29.3 This Agreement, and any references to other agreements herein, together with any schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals, agreement and representations with respect to the subject matter.

29.4 Any failure by us (whether continued or not) to insist upon strict compliance with any provision hereof shall not constitute nor be deemed to constitute a waiver by it of any of its rights or remedies. The rights and remedies conferred upon Capital Street hereby shall be cumulative and the exercise or waiver of any part thereof shall not preclude or inhibit the exercise of any other additional rights and remedies. Neither shall any specific waiver/failure to exercise the rights and remedies granted to Capital Street by this agreement at any instance in time, be implied/extended to mean non enforcement of the clause/condition in subject at a later point in time.

29.5 No party shall without the prior written consent of the other parties (such consent not to be unreasonably withheld) and except as expressly provided in this Agreement, assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it.

29.6 Capital Street may record our telephone conversations with you and such recordings may be used in evidence in any dispute arising in connection with any transactions under this Agreement.

29.7 No person who is not a party to this Agreement may enforce any term of this Agreement. The parties agree that the terms and conditions of this agreement govern the relationship between Capital Street and you. And no third party is authorized to play any role whatsoever in the governance of the relationship formed by this agreement or any agreement or document entered into pursuant to this Agreement, between Capital Street and you.

29.8 Any notice from Capital Street (including without limitation any demand or statement or notification for deposit(s) of additional account equity) under or in connection with these terms and conditions may be verbal or in writing or by any electronic means and made to the your last known home address, place of work, telephone number (including a telephone answering machine), fax number, e-mail address or other contact details. Demands for additional account equity, if made, will usually be made verbally or by email.

29.9 Any notice shall be deemed to have been duly given when received or given as follows, whichever is earlier:

- (a) When left at your last known home or work address or registered address;
- (b) If given by leaving a telephone answering machine message or voice mail message, one hour after the message being left on the relevant medium;
- (c) If sent by first class post, in the ordinary course of the post and in any event on the next day (or third day in the case of air mail) after posting (excluding Sundays and public holidays);
- (d) If sent by e-mail, one hour after sending, provided no “not sent” or “not received” message is received from the relevant e-mail provider/s;

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(e) If sent by electronic media (for example on the Capital Street Online Trading Platform) one hour after posting.

### 30. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of The Republic Of Mauritius and subject to clauses 26 and 27, the courts/arbitration agencies of Mauritius will have jurisdiction to settle any disputes which may arise in relation thereto. For such purposes, you irrevocably submit to the exclusive jurisdiction of the courts of Mauritius in relation to any such dispute. Nothing in this Agreement shall prevent us from bringing proceedings against you in any other jurisdiction.

### 31. DISTANCE MARKETING INFORMATION

31.1 In order to comply with industry standards relating to distance marketing, this Agreement will be subject to the following extra provisions:

31.2 Our main business is dealing in financial market investments/contracts (“Financial Markets”) which are defined in greater detail in clause 2.1 of this agreement.

31.3 In addition to our charges (as described in clause 3), please note that other taxes and costs may exist that are not paid through or imposed by us. It is your exclusive responsibility to verify, understand and evaluate the tax implications of your activities in your account maintained with us.

31.4 All funds should be made payable to Capital Street.

- Mailing Address: Please see Website ([www.capitalstreetfx.com](http://www.capitalstreetfx.com)) for address information.
- Wire Transfers: Please see Website ([www.capitalstreetfx.com](http://www.capitalstreetfx.com)) for wire instructions.
- Please reference your name and account number on all checks, wire transfers, and correspondence.

31.5 There are no specific additional costs for you, which are charged by us, as a result of you entering into this Agreement.

31.6 Prior to entering into this Agreement, laws of the Republic Of Mauritius shall be the basis of the establishment of our relationship with you. This Agreement is supplied in English, and we will communicate with you in English during the course of our relationship with you.

31.7 Under clause 24 of the Agreement, you have a right to terminate the Agreement at any time provided that you do not have any open position(s) and do not have any outstanding liabilities to us. We also may terminate the Agreement at any time. Accordingly the Agreement does not have a minimum length. Termination will be without penalty, will not affect any transactions previously entered into and will be without prejudice to any accrued rights and obligations of either you or us.

31.8 You must note that the right to terminate under the Agreement only relate to canceling/terminating the Agreement. They do not give you the right to cancel/terminate any particular transaction.

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# **SCHEDULE 1**

## **DEFINITIONS**

Affiliate means when used with reference to a party to this Agreement any entity that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with that party.

Counterparty means Capital Street Intermarkets Limited or an Affiliate of Capital Street Intermarkets Limited which is the Counterparty (equal and opposite buyer/seller) to any transaction with a customer of Capital Street Intermarkets Limited.

Capital Street Dealing Desk means - the facilities and personnel responsible for the execution of all orders, placed with Capital Street Intermarkets Limited for the purposes of conducting a transaction in a client account.

Capital Street Online Trading Platform means - means the on-line trading/account monitoring and control service provided by Capital Street, any information contained therein and the software comprised in them.

Approved Bank shall have the meaning of implying a licensed institution permitted and regulated by the laws of a competent and recognized legal jurisdiction to accept funds as deposits into appropriately referenced and indicated account(s) maintained with that institution.

Client bank account for purposes of the client relationship with Capital Street under this agreement shall mean a bank account that has been legally proved to be owned and operated by an individual/organization that presents the subject account as belonging to it.

Client money shall mean any cash, assets, investments, other forms of deposit that have been placed by the client with Capital Street with reference to a client account maintained with Capital Street, less any liabilities owed by the subject client/account to Capital Street, arising out of transactions, previously settled, currently in process of being settled or expected to be settled at a future date.

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## **SCHEDULE 2**

### **HIGH RISK INVESTMENT NOTICE**

#### **Risk Investment Notice**

In addition to standard industry disclosures contained in this Agreement, you should be aware that Financial Market Investment/Trading is one of the riskiest forms of investment available in the investment markets and is only suitable for sophisticated individuals and institutions. An account with Capital Street Intermarkets Limited permits you to invest and transact in foreign exchange, commodities, equities, debt/bonds/debentures and other complex securities investments and markets (as defined in detail in clause 2.1 of this agreement) on a highly leveraged basis (up to approximately 100 times your account equity or as otherwise decided by Capital Street on a market/investment specific basis) if you choose to utilize the leverage facility offered. An initial deposit of \$1,000 may enable the account holder to take a maximum position with \$100,000 notional market value. The funds in an account choosing to operate at levels of maximum leverage can be completely lost, if the position(s) held in the account has a one percent swing in value. Given the possibility of losing an entire investment, participation at any level or in any capacity in these Financial Markets should only be conducted with risk capital funds that if lost will not significantly affect your personal or institution's financial well being.

If you have pursued only conservative forms of investment in the past, you may wish to study Financial Market Investments further before continuing an investment of this nature. You must realise that you could sustain a total loss of all funds you deposit into your account with us as initial investment/deposit/account equity, as well as substantial amounts of additional capital(in case of additional deposits), when investing/transacting in Financial Markets, should the market go against your investment. You must also realise that investments/transactions propagated as limited risk investments do not mean that these are investments where the loss is limited to a certain absolute or percentage value. The limited risk in these investments means that you could lose the entire investment made in that particular market/asset without further liability to other investments being simultaneously held in your account or further liability above the total equity in your account if you hold only that singular investment in your account. If you wish to continue with your investment, you acknowledge that the funds you have committed are purely risk capital and loss of your investment will not jeopardize your style of living nor will it detract from your future retirement program. Additionally, you fully understand the nature and risks of Financial Market Investments, and your obligations to others will not be neglected should you suffer investment losses.

#### **General Risk Disclosure Notice**

This notice is provided to you in compliance with Industry wide benchmarks of "Business Best Practice". This notice does not disclose all of the risks and other significant aspects of complex Financial Market Investments such as options or swaps or forward contracts. You should not deal in any investments unless you understand the nature of the contract you are entering into and the extent of your exposure to risk. You should also be satisfied that the contract is suitable for you in the light of your circumstances and financial position.

Whilst Financial Market Investments/Instruments/Contracts can be utilised for the management of risk, some investments are unsuitable for many investors. Different markets/investments/instruments involve

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different levels of exposure to risk, and in deciding whether to invest/transact in such markets/investments/instruments you should be aware of the following points:

(a) Investing in Financial Markets such as foreign exchange, commodities, debt, equity or other similar securities carries similar risks as investing in a future and you should be aware of these. Transactions/Investments in some Financial Markets may also have a contingent liability and you should be aware of the implications of this as set out in paragraph (d) below;

(b) Foreign markets. Foreign markets involve different risks from those in any given local market for you as a client/prospective client/investor/trader. In some cases risks will be greater. The potential for profit or loss from transactions on foreign markets or in foreign currency will be affected by fluctuations in foreign exchange rates. Such enhanced risks include, without limitation, the risks of political or economic policy changes in a foreign setup/environment/entity/jurisdiction, which may substantially and permanently alter the conditions/ terms, marketability or price of a foreign currency.

(c) Risk reducing orders or strategies. The placing of certain orders (e.g. “stop loss” or “stop limits” orders) that are intended to limit losses to certain amounts may not always be effected because market conditions or technological limitations may make it impossible to execute such orders. Strategies using combinations of positions such as “spread” and “straddle” positions may be just as risky or even riskier than simple “long” or “short” positions.

(d) Capital Street prices. The prices posted on the Capital Street Online Trading Platform may not necessarily reflect the broader market for financial investments/instruments/products. Capital Street will select closing prices to be used in determining equity sufficiency requirements and in periodically marking to market the positions in customer accounts. Although Capital Street expects that these prices will be reasonably related to those exhibited by widely recognized market participants such as product/investment relevant official “Investment/Mercantile Exchanges”, electronic/interbank markets, other providers/dealers of credible industry standing, the prices Capital Street uses may vary from those available to other participants in the market, given the specialised nature of some of the investments offered by Capital Street. Consequently, Capital Street may exercise considerable independent discretion in setting/demanding/calling for account equity sufficiency levels.

(e) Weekend risk. Various situations, developments or events may arise over a weekend (Friday 16.30 EST - Sunday 18.00 EST) when the Financial Markets generally close for trading, that, may cause these markets to open at a significantly different price from where they closed on Friday afternoon. Capital Street customers will not be able to use the Capital Street Online Trading Platform to place or change orders over the weekend and at other times when the markets are generally closed. There is a substantial risk that stop-loss orders left to protect open positions held over the weekend will be executed at levels significantly worse than their specified price.

(f) Electronic trading. Transacting in OTC (Over The Counter) Financial Market Investments/Contracts/Instruments through the Capital Street Online Trading Platform may differ from transacting on other electronic trading systems as well as from transacting in a conventional or open market. Customers that transact on an electronic trading system are exposed to risks associated with the system including the failure of hardware and software and system down time, with respect to the Capital Street Online Trading Platform, the individual customer’s systems, and the communications infrastructure (for example the internet) connecting Capital Street’s platform with Capital Street’s customers.

(g) Contingent liability transactions, if utilizing leverage, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. You may sustain a total loss of

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the amount you deposit in your account to establish or maintain a position. If the market moves against you, you may be called upon to deposit substantial additional funds (account equity/equity) at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be liable for any resulting deficit. Even if the transaction is not leveraged, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you paid when you entered into the contract. Contingent liability transactions, which are not traded on or under the rules of a recognised or designated investment exchange, may expose you to substantially greater risks.

(h) Collateral. If you deposit collateral as security with your dealer, you should ascertain from your dealer how your collateral will be dealt with. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets, which you deposited and may have to accept payment in cash.

(i) Commissions. Before you begin to trade, you should obtain details of all commissions and other charges for which you will be liable. If any charges are not expressed in money terms (but, for example, as a dealing spread), you should obtain a clear written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.

(j) Insolvency. Your dealer's insolvency or default may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets, which you lodged as collateral and you may have to accept any available payment in cash.

(k) Client Money: "Client money" rules and definitions as stated earlier will apply, but these may not afford you complete protection in relation to any money you may have paid Capital Street.

**You should only engage in Financial Market Investing/Trading if you are prepared to accept a high degree of risk and in particular the risks outlined in the Risk Warning Notice. You must be prepared to sustain the total loss of all amounts you may have deposited with Capital Street as well as any losses, charges (such as interest) and any other amounts (such as costs) we incur in recovering payment from you.**

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## Schedule 3

The Information below must be completed in full

### Account Application

Account Type (please check one only): ☐ Individual Account ☐ Joint Account ☐ Corporate Account

(Name: \_\_\_\_\_)

Platform Type (please check one only): ☐ USD 100K ☐ USD Mini ☐ GBP Mini If Corporate, Registered ID # \_\_\_\_\_

☐ JPY 100K ☐ EUR Mini ☐ CAD Mini ☐ NZD Mini

**All Platforms – account must be funded in the server currency ONLY**

Client Categorization: ☐ Retail ☐ Professional ☐ Market Counterparty

#### IMPORTANT INFORMATION REGARDING PASSWORDS

After successfully registering, you will receive a system generated temporary password.  
Do not share your password with anyone as it provides access to trade on your account.

#### Security Question

... What is your first pet's name?  
... What was the first street you lived on?  
... What is your nickname?  
... What is your Mother's maiden name?

Answer: \_\_\_\_\_

Preferred Language: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please complete your e-mail address clearly. This will be the primary method used to contact you.

#### BASIC INFORMATION

This information must be completed for each participant in the account, individually, jointly, by all general partners and by the corporate officers authorized to make trading decisions for the account. Any party of a joint account may singly have full authority on the account, including but not limited to, trading rights and withdrawal rights. For the purpose of this document the term "Trader" always refers to the entity for which this application has been made, regardless of legal description. Please type or print clearly.

##### 1. Primary Account Holder

Last (Sur) Name: First (Given) Name: Middle Name:

\_\_\_\_\_

Gender: ☐ Male ☐ Female

Marital Status: ☐ Single ☐ Married

##### 2. Joint Account Holder

Last (Sur) Name: First (Given) Name: Middle Name:

\_\_\_\_\_

Gender: ☐ Male ☐ Female

Marital Status: ☐ Single ☐ Married

2. Current Passport, Driving License or National Insurance Number. (Please attach copy)

Current Passport, Driving License or National Insurance Number. (Please attach copy)

3. Date of birth (MM/ DD/ YY)

Citizenship

Date of Birth (MM / DD / YY)

Citizenship

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If you are 65 years of age or older, please review "High Risk Investment Notice" on p. 18

**4. Joint Account Holder's relationship to the Primary Account Holder**

**5. Primary Account Holder's Home address (Please attach proof of residence) (P.O.BOX may not be accepted)**

No. and Name of Street

City

State

Postal/Zip Code

Country

Home Telephone No.

Home Fax No.

Mobile Phone No.

**6. Joint Account Holder's Home address (Please attach proof of residence) (P.O.BOX may not be accepted)**

No. and Name of Street

City

State

Postal/Zip Code

Country

Home Telephone No.

Home Fax No.

Mobile Phone No.

**7. Primary Account Holder Employment Details:** ☐ Employed ☐ Self- Employed ☐ Retired ☐ Unemployed (If Unemployed, please review "High Risk Notice" on Page 18)

Name of Current Employer

Nature of Business (Required)

Occupation (Required)

Years with Current Employer

Source of Income\*

Business Address

Business Telephone no.

**8. Primary Account Holder Employment Details:** ☐ Employed ☐ Self- Employed ☐ Retired ☐ Unemployed (If Unemployed, please review "High Risk Notice" on Page 18)

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Name of Current Employer	Nature of Business (Required)	Occupation (Required)	Years with Current Employer
Source of Income*	Business Address		Business Telephone no.

**9. Banking information (REQUIRED)**

Bank Name	Bank Address
Bank Account Number	Bank Account Holder's Name – Beneficiary (Should be same as your name(s) appearing on this Application)
Swift or Sort Code	Person to Contact at Bank

**FINANCIAL INFORMATION (for Joint Account, please use combined financial information)**

<p><b>1. What is your total estimated annual income?</b></p> <p> <input type="checkbox"/> Under \$25,000    <input type="checkbox"/> \$25,000-\$49,999    <input type="checkbox"/> \$50,000-\$99,999  <input type="checkbox"/> \$100,000-\$249,999    <input type="checkbox"/> \$250,000-\$1,000,000    <input type="checkbox"/> Over \$1,000,000          (If your annual income is less than \$25,000, please review “<b>High Risk Investment Notice</b>” on Page 18)       </p> <p><b>2. Net worth (assets minus liabilities)?</b></p> <p> <input type="checkbox"/> Under \$25,000    <input type="checkbox"/> \$25,000-\$49,999    <input type="checkbox"/> \$50,000-\$99,999  <input type="checkbox"/> \$100,000-\$249,999    <input type="checkbox"/> \$250,000-\$1,000,000    <input type="checkbox"/> \$1,000,000- \$5,000,000  <input type="checkbox"/> \$5,000,000-\$10,000,000    <input type="checkbox"/> Over \$10,000,000          (If your net worth is less than \$50,000, please review “<b>High Risk Investment Notice</b>” on page 18)       </p> <p><b>3. Liquid assets (assets that can be quickly converted to cash)</b></p> <p> <input type="checkbox"/> Under \$25,000    <input type="checkbox"/> \$25,000-\$49,999    <input type="checkbox"/> \$50,000-\$99,999  <input type="checkbox"/> \$100,000-\$249,999    <input type="checkbox"/> \$250,000-\$1,000,000    <input type="checkbox"/> Over \$1,000,000       </p>	<p><b>4. Have you ever declared bankruptcy?</b></p> <p>If Yes, provide date and details (attach letter if necessary)</p> <p>_____</p> <p><b>5. Will any person other than Trader control, manage, or direct the trading in this account?</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please complete Limited Power of Attorney Form.</p> <p><b>6. Do you have or have you ever had any other account(s)?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, Account Number(s):</p> <p>_____</p> <p><b>7. Are you or any person having interest in this account?</b></p>
--	---

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**1. A member of any commodity exchange?**

☐ Yes ☐ No If

Yes, Please List:

\_\_\_\_\_

**An employee of a regulatory agency?**

☐ Yes ☐ No

If Yes, Please List:

\_\_\_\_\_

**TRADING EXPERIENCE**

1. Do you have experience trading securities? ☐ Yes ☐ No Years? \_\_\_\_\_
2. Do you have experience trading options? ☐ Yes ☐ No Years? \_\_\_\_\_
3. Do you have experience trading commodities? ☐ Yes ☐ No Years? \_\_\_\_\_
4. Do you have experience trading futures? ☐ Yes ☐ No Years? \_\_\_\_\_
5. Do you have experience trading currencies through interbank  
or OTC foreign exchange? ☐ Yes ☐ No Years? \_\_\_\_\_

**SIGNATURE**

PLEASE ACKNOWLEDGE YOUR AGREEMENT AND UNDERSTANDING TO ALL SECTIONS OF THE "TERMS OF BUSINESS" BY CHECKING THE APPROPRIATE BOX BELOW:

Joint Account holder

Primary Account Holder

Terms of Business & Schedules 1 & 2 Pages 1-20 Required

☐☐

**PROMOTIONAL CODE**

If you have received a promotional code, please indicate the code in the space provided.

Code \_\_\_\_\_

**REFERRAL**

How did you hear about Capital Street \_\_\_\_\_? ☐ Magazine ☐ Online Ad ☐ Friend ☐ Referring Broker  
☐ Newspaper ☐ Seminar ☐ Search Engine Referring Broker Name

CUSTOMER INFORMATION. I hereby represent that the information provided by me on the customer information section on pages 18 and 19 of this packet is true and correct. I further represent that I will notify Capital Street of any material changes in writing. Capital Street reserves the right, but has no duty, to verify the accuracy of information provided, and to contact such bankers, brokers and others as it deems necessary.

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**THIS IS A CONTRACTUAL AGREEMENT. YOU WILL BE BOUND HEREBY. DO NOT SIGN UNTIL YOU HAVE READ ALL OF THE FOREGOING CAREFULLY.**

I acknowledge that this Client Agreement is a legally binding contractual agreement. I have read the Client Agreement carefully, and by signing, I agree to be bound by every term and condition.

No modification of this Client Agreement is valid unless accepted by Capital Street in writing. I confirm that I have received a full set of account documents and I have not made any alterations or deletions to this agreement or any such documents from the original forms. In the event that there are any alterations or deletions to this agreement such alteration and deletions shall not be binding on Capital Street and said original forms shall govern Trader account relationship with Capital Street.

**Primary Account Holder Signature:**

\_\_\_\_\_

**Print Client Name:**

\_\_\_\_\_

**Today's Date (MM/YY/DD):**

\_\_\_\_\_

**Joint Account Holder Signature:**

\_\_\_\_\_

**Print Client Name:**

\_\_\_\_\_

**Today's Date (MM/YY/DD):**

\_\_\_\_\_

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To aid the fight against the funding of terrorism and money laundering activities, Mauritius FSC regulation requires all institutions to obtain, verify and record information that identifies each person who opens an account. Therefore, we are required to obtain your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**PLEASE NOTE ALL APPLICATIONS MUST BE ACCOMPANIED BY:**

- 1. A PHOTOCOPY OF YOUR PASSPORT OR DRIVER'S LICENSE.**
- 2. A PHOTOCOPY OF PROOF OF ADDRESS (i.e., A COPY OF UTILITY BILL OR BANK STATEMENT NO MORE THAN 6 MONTHS OLD)**

**Upon processing of the account application, you will be contacted via your referring broker or on the contacts listed by you in this application. Please ensure application is complete and legible to avoid errors or delays in processing.**

Important warning regarding fraudulent use of Capital Street's website and trading platform.

Any person who, knowingly and with intent to defraud Capital Street or its affiliates, submits an account application or other information containing any materially false information or conceals, for the purpose of misleading, information concerning any related fact material, commits a fraudulent act, which is a crime which may subject such person to criminal prosecution and the imposition of criminal and civil penalties.

If you intentionally provide us with any false or misleading information and we suspect fraud, we will communicate the facts surrounding your communication to us to all, relevant, national, state and local law enforcement authorities.

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## CORPORATE ACCOUNT RESOLUTION

### Schedule 4

I, \_\_\_\_\_ Secretary of \_\_\_\_\_, a corporation organized under the laws of the \_\_\_\_\_ (the "Corporation"), do hereby certify that at a meeting on the Board of Directors of the said Corporation, held in accordance with its charter and by-laws on the date at which a quorum was at all times present and acting, the attached resolutions were duly adopted, that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the charter or by-laws of said Corporation.

Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Corporate Nature of business: \_\_\_\_\_

**Does your business structure meet the criteria of a financial institution? \*** Yes \_\_\_\_\_ No \_\_\_\_\_

\*The term Financial Institution applies to but is not limited to a bank, credit or thrift institution, broker dealer, investment company, currency exchange, mortgage broker, insurance company, futures commission merchant, commodity pool operator, mutual fund, a licensed sender of money or any other person who engages as a business in the transmission of funds.

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## RESOLUTION

(1) Resolved that Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Each of them or such other person as this corporation may designate from time to time either in writing or by their apparent authority be and hereby are authorized to engage in the activity of investment/trading in Financial Markets (as defined in clause 2.1 of this client account application and agreement) for the account risk of this Corporation through and with Capital Street, as said firm is now constituted or may be hereafter constituted, the authority hereby granted including the power to do any of the following:

- (a) To open an account with Capital Street for the purpose of Capital Street's carrying, clearing, And settling all Financial Market transaction undertaken by the Corporation;
- (b) To buy and sell investment positions in any of the Financial Markets/products offered by Capital Street for present or future delivery, leveraged or otherwise, the power to sell, including the power to sell "short";
- (c) To deposit with and withdraw from said firm, money for the purchase or sale of Financial Market Investments and other property and to deposit with and withdraw from the corporation account with Capital Street, cash, property or other investments/collaterals.
- (d) To receive requests and demands for additional account deposits, notices of intention to sell or purchase and other notices and demands of whatever character;
- (e) To receive and confirm the correctness of notices, confirmations, requests, demands and confirmations of every kind;
- (f) To place oral orders with any authorized representative of Capital Street for the execution of Financial market transactions on behalf of the Corporation on any marketplace Capital Street is permitted to effect transaction on;
- (g) To pay Capital Street all fees, commissions and mark ups or downs incurred in connection with any such transactions and all amounts as may be requested by Capital Street from time to time as Account deposit/equity or equity for the Corporation's account;
- (h) To settle, compromise, adjust and give releases on behalf of this Corporation with respect to any and all claims, disputes and controversies;
- (i) To otherwise perform all terms and provisions of the above mentioned Agreements, and to take any other action relating to any of the foregoing matter;

(2) Let it be further resolved that it is in the best interest of the corporation to have its account(s) for the purchase and/or sale of Financial Market Investments cleared and carried by Capital Street and for Capital Street to arrange for the execution of Financial Market transactions which are not executed by the Corporation directly;

(3) Resolve that Capital Street may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Corporation directly, and that in the event of any change in the office or powers or persons hereby empowered, the Secretary shall certify such change to Capital Street in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons submitted;

(4) Further Resolved, that in order to induce Capital Street to act as Agent on behalf of the Corporation, the execution and delivery of an Account Application, Client Account Letter, Client Agreement, Terms of Business and other documents appropriate to induce Capital Street to act as Agent, (copies of which have been presented to this meeting and will be filed with the records of the Corporation) by any officer of the Corporation are hereby authorized; and the officers of the Corporation are hereby directed to execute such Agreements by and on behalf of the corporation and to deliver the same to Capital Street.

(5) Further Resolved, that the foregoing resolutions and the certificate actually furnished to Capital Street by the Secretary/Assistant Secretary of the corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by Capital Street.

(6) Further Resolved, that the Corporation agrees to indemnify and hold harmless Capital Street and its associates from any and all loss, damage or liability incurred because of any of the representations or warranties made above shall not be true and correct or any of the agreements entered into between the corporation and Capital Street shall not have been fully performed by the Corporation;

(7) Further Resolved, that the Secretary of the Corporation be and hereby is authorized and directed to present a certified copy of these resolutions, together with a certification as to the incumbency of certain officers to Capital Street and that the authority hereby given to the Agents (including the persons named as officers in such certification until such time as Capital Street receives written notification that such persons are no longer such officers) shall continue in full force and effect (irrespective of whether any of them ceases to be officers or employees of the Corporation) until notice of revocation or modification given in writing to Capital Street or its successors or assigns.

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I further certify that the foregoing resolutions have not been modified or rescinded and are now in full force and effect and that the Corporation has the power under its governing instruments and applicable laws to take the action set forth in and contemplated by the foregoing resolutions.

I do further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her signature.

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Signature of Vice-President

\_\_\_\_\_  
Signature of Treasurer

In witness whereof, I have hereunto affixed my hand this \_\_\_\_\_

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Today's Date (MM/DD/YY)

**Corporate Seal**

(Please affix corporate seal here)

## PERSONAL GUARANTEE

This Guaranty is made by the undersigned ("Guarantor"), in favor of Capital Street in order to induce Capital Street to enter into a Client Agreement between

Capital Street and \_\_\_\_\_, a limited liability company organized under the laws of

\_\_\_\_\_, ("Client").

In consideration of the opening of the above-referenced account for Client, Capital Street must have a personal guarantee in order to enter into Client Agreement with Client. For this account the undersigned agrees to jointly and severally guarantee personally the prompt, full and complete performance of any and all of the duties and obligations of this Client's account and the payment of any and all damages, costs and expenses, which may become recoverable by Capital Street from Client.

This guarantee shall remain in full force and effect until the termination of the Client Agreement, provided that the undersigned shall not be released from

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their obligations so long as the account and any obligations the account has with Capital Street lasts.

This Guaranty shall be governed by, enforced and construed in accordance with the laws of the Republic Of Mauritius and Guarantor hereby expressly submits to the jurisdiction of the courts of the Republic of Mauritius, for purposes of any action or proceeding involving this Guaranty, and consents that any process or notice of motion or other application to any of said courts or to any judge thereof may be served within or without any such court's jurisdiction by registered or certified mail or by personal service.

This Guaranty shall inure to the benefit of and be enforceable by Capital Street and its successors and assigns, and shall be binding upon and enforceable against Guarantor and its successors and permitted assigns, provided, however, that this Guaranty may not be assigned by Guarantor to any other party without the prior written consent of Capital Street and further provided that any such assignment by Guarantor, as consented by Capital Street, shall not release Guarantor from its obligations hereunder.

**IN WITNESS WHEREOF**, Guarantor has caused this Guaranty to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.

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

Print Name : \_\_\_\_\_

National Insurance/Passport/Other Officially Recognized ID Number: \_\_\_\_\_

Home Address: \_\_\_\_\_

For Corporate Accounts ONLY:

In addition to the Client Agreement, please be sure to submit the following:

- (1) Certificate of Incorporation from local registry
- (2) Articles of Organization from local registry
- (3) Identification for signing members (i.e., copy of passport or driver's license.); and
- (4) Proof of address for the signing members (i.e., a copy of an updated utility bill or bank statement no more than six months old)

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## Schedule 5

### LIMITED LIABILITY COMPANY RESOLUTION

The undersigned being the manager (or managing members) of \_\_\_\_\_, a

limited liability company formed under the laws of the State of \_\_\_\_\_ ("Company"), do hereby certify that the following resolutions were, or hereby are, duly adopted in accordance with the procedures set forth in the limited liability agreement of the Company and that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the Company's limited liability agreement.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Postal Code \_\_\_\_\_ Country \_\_\_\_\_

LLC Nature of Business: \_\_\_\_\_

**Does your business structure meet the criteria of a financial institution?\*** Yes \_\_\_\_\_ No \_\_\_\_\_

\*The term Financial Institution applies to but is not limited to a bank, credit or thrift institution, broker dealer, investment company, currency exchange, mortgage broker, insurance company, futures commission merchant, commodity pool operator, mutual fund, a licensed sender of money or any other person who engages as a business in the transmission of funds.

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## RESOLUTION

(1) Resolved that Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Each of them or such other person as this Company may designate from time to time either in writing or by their apparent authority be and hereby are authorized to engage in the activity of investment/trading in Financial Markets(as defined in clause 2.1 of this client account application and agreement) for the account and risk of this Company through and with Capital Street, as said firm is now constituted or may be hereafter constituted, the authority hereby granted including the power to do any of the following:

- (a) To open an account with Capital Street for the purpose of Capital Street 's carrying, clearing, and settling all Financial Market transactions undertaken by the Company;
- (b) To buy and sell Financial Market Investment/Trading positions for present or future delivery, or speculation, leveraged or otherwise, the power to sell including the power to sell "short";
- (c) To deposit with and withdraw from said firm, money for the purchase or sale of Financial Market Investments and other property and to deposit with and withdraw from the client account with Capital Street, cash, property or other investments/collaterals.
- (d) To receive requests and demands for additional account deposit(s), notices of intention to sell or purchase and other notices and demands of whatever character;
- (e) To receive and confirm the correctness of notices, confirmations, requests, demands and confirmations of every kind;
- (f) To place oral orders with any authorized representative of Capital Street for the execution of Financial Market transactions on behalf of the Company on any marketplace Capital Street is permitted to effect transaction on;
- (g) To pay Capital Street all fees, commissions and mark ups or downs incurred in connection with any such transactions and all amounts as may be requested by Capital Street from time to time as account equity for the Company's account;
- (h) To settle, compromise, adjust and give releases on behalf of this Company with respect to any and all claims, disputes and controversies;
- (i) To otherwise perform all terms and provisions of the above mentioned Agreements, and to take any other action relating to any of the foregoing matter;

(2) Let it be further resolved that it is in the best interest of the Company to have its account(s) for the purchase and/or sale of Financial Market Investments cleared and carried by Capital Street and for Capital Street to arrange for the execution of Financial Market transactions which are not executed by the Company directly;

(3) Resolve that Capital Street may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Company directly, and that in the event of any change in the office or powers or persons hereby empowered, the above-named representatives shall certify such change to Capital Street in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons substituted;

(4) Further Resolved, that in order to induce Capital Street to act as Agent on behalf of the Company, the execution and delivery of an Account Application, Client Account Letter, Client Agreement, Risk Disclosure Statement, and other documents appropriate to induce Capital Street to act as Agent, (copies of which have been presented to this meeting and will be filed with the records of the Company) by any officer of the Company are hereby authorized; and the officers of the Company are hereby directed to execute such Agreements by and on behalf of the Company and to deliver the same to Capital Street;

(5) Further Resolved, that the foregoing resolutions and the certificate actually furnished to Capital Street by the above-named representatives of the Company pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by Capital Street.

(6) Further Resolved, that the Company agrees to indemnify and hold harmless Capital Street and its associates from any and all loss, damage or liability incurred because of any of the representations or warranties made above shall not be true and correct or any of the agreements entered into between the Company and Capital Street shall not have been fully performed by the Company;

(7) Further Resolved, that the above-names representatives be and hereby are authorized and directed to present a certified copy of these resolutions, together with a certification as to the incumbency of certain officers to Capital Street and that the authority hereby given to the Agents (including the persons named as officers in such certification until such time as Capital Street receives written notification that such persons are no longer such officers) shall continue in full force and effect (irrespective of whether any of them ceases to be officers or employees of the Company) until notice of revocation or modification is given in writing to Capital Street or its successors or assigns.

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I further certify that the foregoing resolutions have not been modified or rescinded and are now in full force and effect and that the Company has the power under its governing instruments and applicable laws to take the action set forth in and contemplated by the foregoing resolutions.

I do further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her signature.

\_\_\_\_\_  
Name and Signature of Manager (or managing members)

\_\_\_\_\_  
Name and Signature of Manager (or managing members)

\_\_\_\_\_  
Name and Signature of Manager (or managing members)

\_\_\_\_\_  
Today's Date (MM/DD/YYYY)

## PERSONAL GUARANTY

This Guaranty is made by the undersigned ("Guarantor"), in favor of Capital Street in order to induce Capital Street to enter into a Client Agreement between Capital Street and \_\_\_\_\_, a limited liability company organized under the laws of \_\_\_\_\_, ("Client").

In consideration of the opening of the above-referenced account for Client, Capital Street must have a personal guarantee in order to enter into Client Agreement with Client. For this account the undersigned agrees to jointly and severally guarantee personally the prompt, full and complete performance of any and all of the duties and obligations of this Client's account and the payment of any and all damages, costs and expenses, which may become recoverable by Capital Street from Client.

This guarantee shall remain in full force and effect until the termination of the Client Agreement, provided that the undersigned shall not be released from their obligations so long as the account and any obligations the account has with Capital Street lasts.

This Guaranty shall be governed by, enforced and construed in accordance with the laws of the Republic Of Mauritius and Guarantor hereby expressly submits to the jurisdiction of all courts located in the Republic Of Mauritius for purposes of any action or proceeding involving this Guaranty, and consents that any process or notice of motion or other application to any of said courts or to any judge thereof may be served within or without any such court's jurisdiction by registered or certified mail or by personal service.

This Guaranty shall inure to the benefit of and be enforceable by Capital Street and its successors and assigns, and shall be binding upon and enforceable against Guarantor and its successors and permitted assigns, provided, however, that this Guaranty may not be assigned by Guarantor to any other party without the prior written consent of Capital Street and further provided that any such assignment by Guarantor, as consented by Capital Street, shall not release Guarantor from its obligations hereunder.

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**IN WITNESS WHEREOF**, Guarantor has caused this Guaranty to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

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

Print Name: \_\_\_\_\_

National Insurance/Passport/Other officially recognized ID number: \_\_\_\_\_

Home Address: \_\_\_\_\_

For Limited Liability Company (LLC) Accounts ONLY:

In addition to the Client Agreement, please be sure to submit the following:

- (1) Certificate of Incorporation from local registry
- (2) Articles of Organization from local registry
- (3) Identification for signing members (i.e., copy of passport or driver's license.); and
- (4) Proof of address for the signing members (i.e., a copy of an updated utility bill or bank statement no more than six months old)

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## Schedule 6

### PARTNERSHIP RESOLUTION

I \_\_\_\_\_, a General Partner of \_\_\_\_\_, a partnership formed

Under the laws of the \_\_\_\_\_ of \_\_\_\_\_ (the "Partnership"), do hereby certify that the following resolutions were, or hereby are, duly adopted in accordance with the procedures set forth in the governing instruments of the Partnership and that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the governing instruments of the Partnership.

Partnership Name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Partnership Nature of Business: \_\_\_\_\_

Does your business structure meet the criteria of a financial institution?\* Yes \_\_\_\_\_ No \_\_\_\_\_

\*The term Financial Institution applies to but is not limited to a bank, credit or thrift institution, broker dealer, investment company, currency exchange, mortgage broker, insurance company, futures commission merchant, commodity pool operator, mutual fund, a licensed sender of money or any other person who engages as a business in the transmission of funds.

### RESOLUTION

(1) Resolved that: **Insert names of all General Partners:** \_\_\_\_\_

\_\_\_\_\_

Each of them or such other person as this Partnership may designate from time to time either in writing or by their apparent authority be and hereby are authorized to engage in the activity of investment/trading in Financial Markets(as defined in clause 2.1 of this client account application and agreement)for risk of this Partnership through and with Capital Street, as said firm is now constituted or may be hereafter constituted, the authority hereby granted including the power to do any of the following:

- (a) To open an account with Capital Street for the purpose of Capital Street 's carrying, clearing, and settling all Financial Market transactions undertaken by the Partnership;
- (b) To buy and sell Financial Market Investment/Trading positions for present or future delivery, or speculation, leveraged or otherwise, the power to sell including the power to sell "short";
- (c) To deposit with and withdraw from said firm, money for the purchase or sale of Financial Market Investments and other property, and to deposit with and withdraw from the client account with Capital Street, cash, property or other investments/collaterals.
- (d) To receive requests and demands for additional account deposit(s), notices of intention to sell or purchase and other notices and demands of whatever character;
- (e) To receive and confirm the correctness of notices, confirmations, requests, demands and confirmations of every kind;
- (f) To place oral orders with any authorized representative of Capital Street for the execution of Financial Market transactions on behalf of the Partnership on any marketplace Capital Street is permitted to effect transactions on;

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- (g) To pay Capital Street all fees, commissions and mark ups or downs incurred in connection with any such transactions and all amounts as may be requested by Capital Street from time to time, as account equity for the Partnership's account;
- (h) To settle, compromise, adjust and give releases on behalf of this Partnership with respect to any and all claims, disputes and controversies;
- (i) To otherwise perform all terms and provisions of the above mentioned Agreements, and to take any other action relating to any of the foregoing matter;

(2) Let it be further resolved that it is in the best interest of the Partnership to have its account(s) for the purchase and/or sale of foreign currencies cleared and carried by Capital Street and for Capital Street to arrange for the execution of Financial Market transactions which are not executed by the Partnership directly;

(3) Resolve that Capital Street may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Partnership directly, and that in the event of any change in the office or powers or persons hereby empowered, the above-named representatives shall certify such change to Capital Street in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons substituted;

(4) Further Resolved, that in order to induce Capital Street to act as Agent on behalf of the Partnership, the execution and delivery of an Account Application, Client Account Letter, Client Agreement, Risk Disclosure Statement, and other documents appropriate to induce Capital Street to act as Agent, (copies of which have been presented to this meeting and will be filed with the records of the Partnership) by any officer of the Partnership are hereby authorized; and the officers of the Partnership are hereby directed to execute such Agreements by and on behalf of the Partnership and to deliver the same to Capital Street;

(5) Further Resolved, that the foregoing resolutions and the certificate actually furnished to Capital Street by the above-named representatives of the Partnership pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by Capital Street.

(6) Further Resolved, that the Partnership agrees to indemnify and hold harmless Capital Street and its associates from any and all loss, damage or liability incurred because of any of the representations or warranties made above shall not be true and correct or any of the agreements entered into between the Partnership and Capital Street shall not have been fully performed by the Partnership;

(7) Further Resolved, that the above-named representatives be and hereby are authorized and directed to present a certified copy of these resolutions, together with a certification as to the incumbency of certain officers to Capital Street and that the authority hereby given to the Agents (including the persons named as officers in such certification until such time as Capital Street receives written notification that such persons are no longer such officers) shall continue in full force and effect (irrespective of whether any of them ceases to be officers or employees of the Partnership) until notice of revocation or modification is given in writing to Capital Street or its successors or assigns.

**I further certify that the foregoing resolutions have not been modified or rescinded and are now in full force and effect and that the Partnership has the power under its governing instruments to take the action set forth in and contemplated by the foregoing resolutions.**

**I do further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her signature.**

\_\_\_\_\_  
Name and Signature of General Partner (or managing partner)

\_\_\_\_\_  
Name and Signature of General Partner (or managing partner)

\_\_\_\_\_  
Name and Signature of General Partner (or managing partner)

\_\_\_\_\_  
Today's Date (MM/DD/YYYY)

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## PERSONAL GUARANTY

This Guaranty is made by the undersigned ("Guarantor"), in favor of Capital Street in order to induce Capital Street to enter into a Client Agreement between Capital Street AND \_\_\_\_\_, a Partnership organized under the laws of \_\_\_\_\_, ("Client).

In consideration of the opening of the above-referenced account for Client, Capital Street must have a personal guarantee in order to enter into Client Agreement with Client. For this account the undersigned agrees to jointly and severally guarantee personally the prompt, full and complete performance of any and all of the duties and obligations of this Client's account and the payment of any and all damages, costs and expenses, which may become recoverable by Capital Street from Client.

This guarantee shall remain in full force and effect until the termination of the Client Agreement, provided that the undersigned shall not be released from their obligations so long as the account and any obligations the account has with Capital Street lasts.

This Guaranty shall be governed by, enforced and construed in accordance with the laws of the Republic Of Mauritius and Guarantor hereby expressly submits to the jurisdiction of all courts located in the Republic Of Mauritius for purposes of any action or proceeding involving this Guaranty, and consents that any process or notice of motion or other application to any of said courts or to any judge thereof may be served within or without any such court's jurisdiction by registered or certified mail or by personal service.

This Guaranty shall inure to the benefit of and be enforceable by Capital Street and its successors and assigns, and shall be binding upon and enforceable against Guarantor and its successors and permitted assigns, provided, however, that this Guaranty may not be assigned by Guarantor to any other party without the prior written consent of Capital Street and further provided that any such assignment by Guarantor, as consented by Capital Street, shall not release Guarantor from its obligations hereunder.

**IN WITNESS WHEREOF**, Guarantor has caused this Guaranty to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_.

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

Print Name: \_\_\_\_\_

National Insurance/Passport/Other officially recognized ID number: \_\_\_\_\_

Home Address: \_\_\_\_\_

For Partnership Accounts ONLY:

In addition to the Client Agreement to be completed by the General Partner, please be sure to submit the following:

- (1) Partnership Agreement (If limited partnership, submit copy of Limited Partnership Agreement and Certificate of Limited Partnership)
- (2) Identification for all Signing Partners (i.e., copy of passport or driver's license.); and
- (3) Proof of address for the signing members (i.e., a copy of an updated utility bill or bank statement no more than six months old)

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Capital Street Intermarkets Limited

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## Schedule 7

### Trust Authorization Form

I, \_\_\_\_\_ and \_\_\_\_\_,  
Print Name (Trustee) Print Name (Co-Trustee)

Trustee(s) of a duly formed Trust\*, dated \_\_\_\_\_ do hereby agree to the following terms, and further state that said terms are in no way in conflict with any of the provisions of the trust or my duties as Trustee, to-wit":

That \_\_\_\_\_, which is organized for  
Print Name of Trust

the purpose of \_\_\_\_\_

Be and hereby is authorized to engage in the activity of investment/trading in Financial Markets(as defined in clause 2.1 of this client account application and agreement) for the account and risk of the Trust, through and with the firm of Capital Street Intermarkets Limited(Capital Street). The authority hereby granted includes any and/or all of the following:

- To buy, sell, invest and generally transact in Financial Market Investments of the nature defined in Clause 2.1 of this client account application and agreement
- To deposit with and withdraw from said firm the funds necessary to facilitate the process of transacting in the client account, and to deposit with and withdraw from the client account with Capital Street, cash, property or other investments/collaterals.
- To receive and acquiesce in the correctness of notices, confirmations, requests, and communications of every kind;
- To enter into a Client Trading Agreement with the said firm;
- To settle, compromise, adjust, and give releases with respect to any and all claims, demands, disputes and controversies; and
- To make agreements and take any other action relating to any of the foregoing matters.

THAT CAPITAL STREET HAS BEEN FURNISHED WITH A COMPLETE COPY OF THE TRUST INSTRUMENT GRANTING THE TRUSTEE POWER TO ACT AS TRUSTEE AND WITH RESPECT TO THE ACTS CONTEMPLATED HEREIN.

That any and all past transactions of any kind herein authorized, which may have been heretofore on behalf of this Trust through or with said firm of Capital Street, be and are hereby ratified, That Capital Street is authorized to act upon the authority of these agreements until receipt by said firm of a written rescission or modification thereof executed by the Trustee of said Trust.

\_\_\_\_\_  
Trustee's Signature

\_\_\_\_\_  
Co-Trustee's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Today's Date (MM/DD/YYYY)

\_\_\_\_\_  
Today's Date (MM/DD/YYYY)

**\*A copy of the complete Trust Agreement must be submitted to Capital Street.**

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## Schedule 8

### LIMITED POWER OF ATTORNEY

The undersigned account holder(s) ("Trader") authorizes:

Trading Agent \_\_\_\_\_, its agents, successors and assigns (the "Trading Agent")

Trading Agent ID (if any) \_\_\_\_\_ (Trading Agent should also complete a copy of the Client Agreement, subject to compliance review)

**As agent and attorney-in-fact to manage the Client's account and risk through the purchase and sale of Financial Market Investments/Instruments/Positions on regulated/unregulated exchanges/ electronic dealing networks/mercantile and /or commercial trading marketplaces/OTC markets/any other investment transactions facility, leveraged or otherwise for the undersigned's account and risk. The Client hereby agrees to indemnify and hold Capital Street, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, arising therefrom.**

Capital Street is authorized to follow the instructions of the aforesaid agent in every respect concerning the Client's account with Capital Street, except that said agent is not authorized to withdraw any money, securities, or other property either in the name of the undersigned or otherwise. **Such agents are not employees of Capital Street, and act as agents for the Client, and as such, it is the Client's responsibility to request from the Trading Agent statements on account status and details regarding the overall management of the account, and the undersigned Trading Agent is obligated to provide, upon the Client's request, such account information and account statements using report generation facilities as provided by Capital Street.**

The aforesaid agent represents that he has all of the applicable required government approvals, licenses, and permits, including but not limited to, if applicable, registration with regulatory bodies as an Investment Manager/Advisor.

The type of management modules: Percentage Allocation Management Module (PAMM) or Lot Allocation Management Module (LAMM) used by the Trading Agent is at the discretion of the Trading Agent.

Because the risk factor associated with Investing/trading in Financial Markets is high, only genuine "risk" funds should be used in such an activity. If the Client does not have the extra capital the Client can afford to lose the Client should not trade in the foreign exchange market. The Client understands that the Trading Agent may use an electronic trading system to generate trades, which exposes the Client to risks associated with the use of computers, and data feed systems relied on by Capital Street. The Client agrees to accept such risks, which may include, but are not limited to, failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss. In fact no one can even guarantee to limit the extent of losses.

Even though the Client might have granted trading authority to another, The Client should be diligent to closely scrutinize what transpires in the account. Capital Street shall send the Client a confirmation of every trade made for the account and any transactions on the account, and a profit and loss statement showing the financial results of each transaction closed out for the account. In lieu of sending trade confirmation and/or account activity via postal mail, Capital Street will provide Client access to view his account at any time using the Internet with an online login. Capital Street shall make statements available showing the ledger balance, the exact positions in the account, the net profit or loss in all contracts closed for the given period, and the net unrealized profit and loss in all open contracts marked to the market. The Client should carefully review these statements on a regular basis, and if the Client has any questions, he will contact Capital Street immediately. Any discrepancies on account statements must be reported to Capital Street, in writing, within 24 hours of its occurrence.

The Client and Trading Agent may revoke or terminate the trading authority over the Client's account at any time only upon written notice to Capital Street. In the event that Capital Street receives such written notice from the Client or Trading Agent, Capital Street will notify the other party to this agreement of the revocation or termination. Capital Street may also terminate the Trading Agent's trading authorization over the Client's account at any time for any reason in its sole discretion. In the event Capital Street terminates the Trading Agent's trading authorization over the Client's account, Capital Street will provide written notice to both the Client and the Trading Agent.

This authorization and indemnity is a continuing one and shall remain in full force and effect until revoked by the Client by a written notice addressed to Capital Street and delivered to Capital Street at the office where the Client's account is carried, but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall inure to the benefit of Capital Street and that of Capital Street's agents, successors and assigns. This authorization and indemnity shall further inure to the benefit of Trading Agent and of any successor Trading Agent, irrespective of any change or changes at any time in the personnel thereof for any causes whatsoever, and of the assigns of Trading Agent or any successor Trading Agent.

Capital Street does not endorse or vouch for the services provided by the Referring Broker or Trading Agent. Since Referring Broker is not an employee or agent of Capital Street, it is the account holder's responsibility to perform necessary due diligence on the Referring Broker or Trading Agent prior to using any of their services.

The Client hereby ratifies and confirms any and all transactions with Capital Street heretofore and hereafter made by the aforesaid Trading Agent on behalf of or for the Client's account.

The Client hereby ratifies and confirms that he/she has agreed to pay the following commissions, management, performance, profit sharing, referral, research, and/or incentive fees (each individually and/or collectively, the "Fees"): according to the following terms:

Account Number (required for existing accounts\*): \_\_\_\_\_

\*Reference "New Account" for New Accounts

Trading Commission \_\_\_\_\_ .00 per 100K/Mini lot round turn

Other Charges/Fees \_\_\_\_\_

**Note: The trading commission is the total charge payable by the client to Capital Street for every transaction carried out in the client account. The total commission for every "round turn transaction" (defined as the initial buying/selling and subsequent equal and opposite transaction in a contract that**

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absolves the client of any further market exposure in that contract) shall be charged upfront in the client account upon the initiation of a transaction. This commission does not include any taxes, surcharges, other transaction costs that may be imposed upon the transaction by an external body such a government/regulatory/relevant commercial entity.

Further, any costs associated with an action other than the completion of a transaction in the manner defined above ("round turn transaction") including but not limited to rollovers, switches, deliveries, construction of complex combinations such as spreads/straddles/others around the position may be liable to additional costs and fees and these shall be payable by you to Capital Street as applicable. It is incumbent upon you solely to verify and clarify the details related to such proposed transactions from Capital Street prior to the initiation of any such action.

ACKNOWLEDGEMENT

The Client agrees that he/she/they understands and certifies that they have the financial resources to enter into this Agreement and that all trading objectives have been explained. The Client acknowledges having received, read and understood the foregoing Power-of-Attorney and incorporated risk disclosure.

<div>Primary Account holder Signature:</div> <div></div> <div>Print Name:</div> <div></div> <div>Today's Date: M M / D D / Y Y Y Y</div>	<div>Joint Account holder Signature:</div> <div></div> <div>Print Name:</div> <div></div> <div>Today's Date: M M / D D / Y Y Y Y</div>	<div>Trading Account holder Signature:</div> <div></div> <div>Print Name:</div> <div></div> <div>Today's Date: M M / D D / Y Y Y Y</div>
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For Managed Accounts ONLY: To avoid delays in processing, the Trading Agent should also have a completed Client Agreement on file with Capital Street.