



NFA Member ID# 0312620

Joint Account Application

Thank you for your interest in FX Solutions! Please follow the instructions for opening your account below. If you have any questions about any of the forms or about opening your account, please contact your FX Solutions account representative at (201) 345-2210

Step 1: Complete the Application: Please carefully read the entire application as it is a binding legal contract. Complete, date and sign the documents where indicated and provide all requested supplemental documentation, if any. Certain documents may or may not be applicable to you, depending on the nature of your account (see explanation of each document below).

The Following Are Required To Be Completed: (Check the box when you completed the section)

- Pages 5-6:** Customer Application Form. **In addition, certain, enumerated parties may also need to read and sign the Additional Risk Disclosure on page 6.**
- Page 12:** Signature Page.
- Tax Forms** – Form W-9 (for U.S. customers) or Form W-8 (for non-U.S. customers), as applicable, must be completed by all customers. Should you have any questions regarding these forms, please contact your FX Solutions account representative or consult your tax advisor.
- Page 12:** Notification of Revocable Consent to Receive Electronic Statements and Confirmations. **If you want to receive account statements and trade confirmations electronically, than this notification must be signed.**
- Page 17: Consent to Arbitration**– By exercising your option and signing this form, you agree to resolve any disputes with FX Solutions through arbitration.
- Page 14:** Joint Account Designation – This form must be completed and signed by each account owner.

FOR ACCOUNTS BEING MANAGED BY A THIRD PARTY TRADING ADVISOR:

- Page 15: Discretionary Trading Authorization / Power of Attorney AND the Third-Party Trading Advisor Checklist.** Also, please provide copies of any disclosure document, managed account agreement, or other such documents provided to you by such third party trading advisor.

FOR ACCOUNTS BEING TRANSFERRED FROM ANOTHER FCM:

- Page 16: Transfer of Account Authorization** – This form must be completed and signed if you are transferring an account from another foreign currency dealer to FX Solutions.

*** A cover page is supplied at the end of this document for your convenience

Step 2: Return Your Completed Application

Please fax your completed application to: (201) 345-2211

Send an original, signed hard copy of your completed application, containing all required documents, too:

FX Solutions, LLC
127 E. Ridgewood Avenue, Suite 201
Ridgewood, New Jersey 07450 USA
Attention: [New Accounts Department]

(We suggest that you keep a photocopy of your completed application for your files)

Step 3: Funding Your Account (You may fund your account in three ways)

1. Bank Wires. Bank wires are considered by FX Solutions to be cleared funds and allow you to begin trading your account immediately. When wiring funds to FX Solutions, please send to:

The Chase Manhattan Bank
84 East Ridgewood Avenue
Ridgewood, New Jersey 07450
ABA No. 021000021
Account No. 578-5003366-67
For benefit of: FX Solutions, LLC

**In the reference section of the wire transfer, please write “For__(your name)__, Acct ID# ____.”
Failure to do this may increase the amount of time it takes to credit your account.**

Please notify FX Solutions by telephone, fax or e-mail of all incoming wires as follows so that your account will be properly credited

2. **Checks.** Certified checks, cashiers checks, and money orders made payable to FX Solutions are considered cleared funds, which allow you to begin trading your account immediately. Personal checks, savings and loan checks, and checks drawn on money market or credit union accounts require clearance before you may begin trading. Please send checks, payable to "FX Solutions, LLC," along with the completed customer account documents to FX Solutions at the above address.

Please include your FX Solutions account number (if known) on all checks.

3. **Transferring Funds.** You may wish to fund your account by transferring funds to FX Solutions from a foreign currency trading account at another firm. Funds transferred from another foreign currency trading account are considered cleared funds. To transfer funds to FX Solutions, please complete the one-page Transfer of Account Authorization on page 17. FX Solutions will take care of the rest. **Please note that all foreign currency positions in your existing account must be closed out before the funds are transferred to FX Solutions; open foreign currency positions cannot be transferred.**

Please note: regardless of the funding method you choose, the originator of the funds must always match the name listed as the Customer on the account.

Step 4: Approval

Upon FX Solutions' receipt of all required completed customer account documents and funds, FX Solutions will review your application and, assuming all requirements have been satisfied, will notify you via email that your account has been approved along with wiring instructions. As soon as we have received your funds a second e-mail notice will go out to you FX Solutions has approved your account, you may begin live trading on line with FX Solutions.

INFORMATIONAL RESOURCES

Commodity Futures Trading Commission

Three Lafayette Centre
1155 21st Street, N.W.
Washington, DC 20581
202.418.5000
www.cftc.gov

National Association of Securities Dealers

1735 K Street, N.W.
Washington, DC 20006
800-289-9999
www.nasdr.com

National Fraud Information Center

P.O. Box 65868
Washington, DC 20035
800.876.7060
www.fraud.org

National Futures Association

200 W. Madison Street
Suite 1600
Chicago, IL 60606-3447
800.621.3570
www.nfa.futures.org

RISK DISCLOSURE STATEMENT AND NOTICES

FX Solutions believes that Customer should be aware of the risks involved in entering over-the-counter spot, forward or options contracts for foreign currency (collectively, "foreign currency contracts"). The following is a brief summary of certain considerations that Customer should take into account in deciding whether to trade in foreign currency contracts. This disclosure statement is not meant to be all-inclusive; rather it is intended to highlight certain of the more significant factors and special risks relating to foreign currency contracts. In this Section 4, Customer is referred to as "you" or "your" and FX Solution as "us" or "our." Customer acknowledges that Customer has read and understands the following Risk Disclosure Statement:

(a) General. When you enter into foreign currency contracts with us, you will be entering into a privately negotiated contract with FX Solutions, as principal. FX Solutions may, in turn, enter into "back-to-back" transactions with others, including its affiliates. FX Solutions includes its mark-up in the price it quotes to you. The foreign currency contract transactions are not executed on an exchange and are not cleared on a central clearing organization. Consequently, any contract with FX Solutions will be an obligation of FX Solutions (as opposed to an obligation of a clearinghouse as in the case of an exchange-traded contract) and you will not be afforded the regulatory and financial protections offered by exchange-traded contracts. Both you and FX Solutions are obliged to perform their respective obligations under each transaction in accordance with its terms. The terms of each foreign currency contract are set out in the FX Solutions Foreign Currency Customer Agreement (which applies to every transaction you enter into with FX Solutions) and the confirmation (which applies to each particular transaction).

Because each foreign currency contract is a transaction between you and FX Solutions, and is not cleared on a central clearinghouse, you will not be able to transfer your obligations under the transaction to another person without FX Solutions' consent. In addition, FX Solutions is under no obligation to terminate or close out the transaction prior to the expiration date for that transaction. FX Solutions may, but is not obligated to, quote you a price for an early close out of a contract on request.

(b) Spot and Forward Transactions. You will be obliged to meet the obligations arising under a foreign currency spot or forward transaction in accordance with its terms. These transactions may be used to establish long or short positions in the market. A spot contract is a cash market transaction to buy or sell immediately a specified quantity of currency, for physical settlement in no more than two days. A forward contract is a contract to buy or sell a specified quantity of currency at a specified date in the future at a specified price. Forward transactions are economically similar to exchange-traded futures contracts. However, unlike exchange future contracts, the price terms and characteristics of spot or forwards are privately negotiated, accordingly, there is no centralized price source and the transactions are not cleared through a clearinghouse. In general, the over-the-counter foreign currency market is unregulated, there are no limitations on daily price movements (unless imposed by a government or central bank authority), no rules to regulate valuation or settlement procedures, and no minimum financial requirements for market participants.

At the defined settlement dates for spot and forward contracts there will either be a physical delivery of currency or cash settlement (depending on the terms of the specified contract) which you may receive from or be obliged to pay to FX Solutions. The size of the cash settlement payment is dependent on the position you have and the market movement in the time since the position was established. Unless you have an underlying currency position that the forward contract is hedging you will be exposed to the movement in the price of the market.

(c) Option Transactions. The risks inherent in a foreign currency option transaction will depend on whether you are the purchase or seller of an option and the style of the option.

Where you have purchased an option, you may suffer a total loss of premium (plus transaction costs) if that option expires worthless. This risk reflects the nature of a long foreign currency option or an asset that tends to decline in value over time. The price of the underlying currency must either rise above the strike price, or fall below the strike price, as the case may be, by an amount in excess of the sum of the premium and all other costs incurred in entering into and exercising the option for you to realize a profit on the transaction.

Where you sell (write) an option the risks are greater. Where you have sold options with a higher face value than options you have bought, the risks can be greater than those associated with forwards. Where the written option is not covered by a physical currency position or forward commitment you will be exposed to full price risk on the currency option.

An American-style option may be exercised at any time (i.e. on any business day) during the specified exercise period prior to the expiration. If you sell an American-style option to FX Solutions, the option may be exercised at FX Solutions' discretion, thus you cannot be sure of your position resulting from the option until the expiry date. A European-style option may be exercised only on the specified exercise date. An Asian-style option is a variant of the European-style option. Otherwise known as an "average price" option, in an Asian-style option the reference price in relation to the underlying commodity is derived from an agreed upon calculation, which, by way of example, may be based upon an average of an underlying currency's market price at predetermined dates occurring during a specified averaging period, with the exercise date occurring at the end of such averaging period.

(d) Foreign Currency Trading is Speculative. Foreign currency prices are highly volatile. Price movements of foreign currency contracts are influenced by, among other things, interest rates, changes in balance of payments and trade, domestic and international rates of inflation, international trade restrictions and currency devaluations and revaluations. For example, there can be serious market disruptions if economic or political events locally or overseas affect the market. It is not possible to foresee all risks in advance.

(e) Foreign Currency Trading is Highly Leveraged. Because low margin deposits normally are required, an extremely high degree of leverage is obtainable in foreign currency trading. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with FX Solutions to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice in order to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit in your account.

(f) Contracting as Principal. In entering into foreign currency contract transactions you should understand that FX Solutions is acting solely in the capacity of an arm's length contractual counterparty to you in connection with the transaction and not in the capacity of your financial adviser or fiduciary. Accordingly, you should not regard any transaction proposal, suggested hedging strategies or other written materials or oral communications from FX Solutions as investment recommendations or advice or as expressing FX Solutions' view as to whether a particular transaction is suitable for you or meets your financial objectives. Moreover, any market or quote that FX Solutions makes for you may be based solely on markets or quotes that are made or quoted to FX Solutions by the counterparties with which it does business. Such quotes or markets may not represent the best quotes or markets available to you or FX Solutions from other sources and FX Solutions undertakes no obligation to obtain competitive quotes or markets from other counterparties.

Furthermore, you should be aware that FX Solutions and its affiliates may from time to time have substantial positions in, and may make a market in or otherwise buy or sell instruments similar or economically related to, foreign currency contract transactions entered into with you. FX Solutions and its affiliates may also undertake proprietary trading activities, including hedging transactions related to the initiation or termination of a foreign currency contract transaction with you that may adversely affect the market price or other factors underlying the foreign currency contract transaction entered into with you and consequently, the value of such transaction.

(g) Electronic Trading. You will trade foreign currency contracts through FX Solutions' Web based electronic trading system. Trading on an electronic trading system differs from trading in the open outcry market. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

(h) **Commission and other charges.** Before you begin to trade, you should obtain a clear explanation of all commission, fees, mark ups, markdowns and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

PRIVACY POLICY NOTIFICATION

FX Solutions collects information about customers provided on account documents and any other forms delivered to customers. FX Solutions will not disclose any nonpublic personal information about current or former customers to anyone, except as permitted by law. With respect to internal security procedures, FX Solutions restricts access to customers' nonpublic personal information to those officers or employees of FX Solutions who need to know that information to perform services to the customers. In addition, FX Solutions maintains physical, electronic and procedural safeguards that comply with federal standards to guard customers' nonpublic personal information.

Should you have any questions regarding FX Solutions' privacy policy, please contact your FX Solutions account representative.

MONEY LAUNDERING ABATEMENT AND ANTI-TERRORIST NOTIFICATION

Under the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001 (the "Act"), the CFTC and U.S. Department of Treasury may require FX Solutions to take certain action to avoid account opening and investment(s) by Prohibited Investors (as defined by the Act). If, following an account opening, FX Solutions reasonably believes that Customer is a Prohibited Investor [or has otherwise breached its representations and covenants (hereunder/as to its identity)], FX Solutions may be obligated to freeze Customer's account, either by prohibiting additional investments into the account, declining any redemption requests and / or segregating the assets constituting the investment in accordance with applicable regulations. In such an event, Customer shall have no claim against FX Solutions, its employees, officers, directors, affiliates, or agents for any form of damages as a result of any of the aforementioned actions.

NOTICE TO FOREIGN CUSTOMERS

This notice applies if you are a customer domiciled outside the United States or an account carried by a broker located outside the United States.

Under CFTC Regulation 15.05, FX Solutions is made your Agent for purposes of accepting delivery and service of any communication issued by or on behalf of the Commodity Futures Trading Commission (CFTC). This includes but is not limited to special calls for information.

Under CFTC Regulation 18.07, the CFTC may require any customer located outside of the United States or its territories to comply with the filing of various reports with the Commission upon twenty days notice, except where such customer may be required by the Commission to file such reports within one business day after a special call upon such customer by the Commission.

Under CFTC Regulation 21.03, and in the event the CFTC issues a special call for information on the account of a foreign customer, FX Solutions, as your agent, may be required to provide any and all information concerning your account as provided in Regulation 21.03(e).

• Please print in ink • Designate N/A (Not Applicable) for those areas that do not apply

• If you are (1) retired, (2) have an income of less than \$25,000, (3) a net worth of less than \$50,000, or (4) are investing retirement income (e.g., IRA, 401K, KEOGH, etc.) then you must also complete the "Additional Risk Disclosure."

FX Solutions LLC must receive the following in addition to the Trading Agreement

- 1) One form of identification from each account holder (i.e. Driver's license, Passport, Social Security Card)
- 2) Proof of residential address that is represented on account application (i.e. Utility bill, bank statement).

- Please check if your account is being managed by a third party advisor (complete page 15)
- Please check if you are transferring funds from another FCM (complete page 16)

Select the Flexible Contract Type for Trading

- 1k (1% leverage, 1 lot equals 1,000units) 5K (1% Leverage, 1 lot equals 5,000units)
- 10K (1% Leverage, 1 lot equals 10,000units) 50K (1% Leverage, 1 lot equals 50,000units)
- 100K (1% Leverage, 1 lot equals 100,000units)

*** If one is not selected your account will be set at: 1% leverage, 1 lot equals 10K

- Joint Tenants with Right of Survivorship Joint Tenants In Common
- Tenancy By The Entirety

Primary Owner:

Last Name: _____ First Name: _____

Date of Birth: ___/___/___ Gender: male female - Marital Status: single married

Address 1: _____

Address 2: _____

Apartment/Suite: _____ City: _____

State: _____ Zip/Postal Code: _____

Country: _____ Province: _____

Telephone: _____ Fax #: _____

Soc. Sec. # _____

Citizenship: U.S. Citizen Yes No If no, what country? _____

Primary E-mail: _____

Secondary E-mail: _____

(Please print clearly as your e-mail address on this Account Application Form will be the medium used to contact you)

Employment Information

Business Name: _____ Business Type: _____

Address 1: _____

Address 2: _____

Apartment/Suite: _____ City: _____

State: _____ Zip/Postal Code: _____

Country: _____ Province: _____

Telephone: _____ Ext: _____ Fax #: _____

Tax I.D: _____

Primary E-mail: _____

• **Please print in ink • Designate N/A (Not Applicable) for those areas that do not apply**

• *If you are (1) retired, (2) have an income of less than \$25,000, (3) a net worth of less than \$50,000, or (4) are investing retirement income (e.g., IRA, 401K, KEOGH, etc.) then you must also complete the "Additional Risk Disclosure."*

FX Solutions LLC must receive the following in addition to the Trading Agreement

- 1) One form of identification from each account holder (i.e. Driver's license, Passport, Social Security Card)
- 2) Proof of residential address that is represented on account application (i.e. Utility bill, bank statement).

Joint Owner:

Last Name: _____ First Name: _____

Date of Birth: ___/___/___ Gender: male female - Marital Status: single married

Address 1: _____

Address 2: _____

Apartment/Suite: _____ City: _____

State: _____ Zip/Postal Code: _____

Country: _____ Province: _____

Telephone: _____ Fax #: _____

Soc. Sec. # _____

Citizenship: U.S. Citizen Yes No If no, what country? _____

Primary E-mail: _____

Secondary E-mail: _____

(Please print clearly as your e-mail address on this Account Application Form will be the medium used to contact you)

Employment Information

Business Name: _____ Business Type: _____

Address 1: _____

Address 2: _____

Apartment/Suite: _____ City: _____

State: _____ Zip/Postal Code: _____

Country: _____ Province: _____

Telephone: _____ Ext: _____ Fax #: _____

Tax I.D: _____

Primary E-mail: _____

Broker who referred you to FX Solutions LLC: (If no broker referred please leave blank)

Broker Company: **FXPrice**

**The following confidential financial information is needed to open your account.
Joint account customers must provide combined financial information.**

All questions MUST be answered.

- | | | | | | | | | | | | | | | | | | | | |
|--|--|-------|------|--------------|--|-------|-------|--|-------|---------|--|-------|--------------|--|-------|------------------|--|-------|--|
| <p>1. Annual Income (U.S. Dollars):
 <input type="checkbox"/> Over \$100,000
 <input type="checkbox"/> \$50,000 to \$100,000
 <input type="checkbox"/> \$25,000 to \$50,000
 <input type="checkbox"/> Less than \$25,000 (see page 5)</p> <p>2. Net Worth (excluding equity in home) (U.S. Dollars):
 <input type="checkbox"/> Over \$100,000
 <input type="checkbox"/> \$50,000 to \$100,000
 <input type="checkbox"/> \$35,000 to \$50,000 (see page 5)
 <input type="checkbox"/> Less than \$35,000 (see page 5)</p> <p>3. Liquid Net Worth (U.S. Dollars):
 <input type="checkbox"/> Over \$50,000
 <input type="checkbox"/> \$30,000 to \$50,000
 complaint, or settlement with the NFA, CFTC,
 <input type="checkbox"/> Less than \$15,000</p> <p>4. Have you ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No
 (If yes. Please provide a copy of your Order of Discharge)</p> <p>5. Do you have or ever had any other accounts with FXSol? <input type="checkbox"/> Yes <input type="checkbox"/> No
 If yes, account number: _____</p> <p>6. Are you now or were you ever an NFA member?
 <input type="checkbox"/> Yes <input type="checkbox"/> No
 If yes, Reg. Status and ID# _____</p> <p>7. Investment Experience - Must Check Yes or No</p> <table border="0"> <tr> <td></td> <td align="center">Years</td> <td align="center">Firm</td> </tr> <tr> <td>Stocks/Bonds</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td>_____</td> </tr> <tr> <td>Funds</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td>_____</td> </tr> <tr> <td>Options</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td>_____</td> </tr> <tr> <td>Mutual Funds</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td>_____</td> </tr> <tr> <td>Foreign Currency</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td>_____</td> </tr> </table> | | Years | Firm | Stocks/Bonds | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ | Funds | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ | Options | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ | Mutual Funds | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ | Foreign Currency | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ | <p>8. Do you understand:
 a) Foreign Currency Trading.....<input type="checkbox"/> Yes <input type="checkbox"/> No
 b) Risk of Loss..... <input type="checkbox"/> Yes <input type="checkbox"/> No
 c) The Possibility of Incurring deficit balance..... <input type="checkbox"/> Yes <input type="checkbox"/> No
 d) FXSol's Margin Policy.....<input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>9. Principal Bank Reference _____
 Branch _____
 City/State _____</p> <p>10. Does any other person, other than the account owner(s) have the authority to trade this account?
 <input type="checkbox"/> Yes <input type="checkbox"/> No
 If yes, page the Discretionary Trading Authority / Power of Attorney and Third-Party Trading Advisor Checklist will need to be completed.</p> <p>11. Have you ever been party to an investigation <input type="checkbox"/> \$15,000 to \$30,000
 SEC or other? <input type="checkbox"/> Yes <input type="checkbox"/> No
 If yes, please explain: _____
 _____</p> <p>12. Do you have a pending or have ever made a complaint regarding a past FX, commodity futures or securities account? <input type="checkbox"/> Yes <input type="checkbox"/> No
 If yes, please explain: _____
 _____</p> <p>13. Are you now or were you ever a NASD member?
 <input type="checkbox"/> Yes <input type="checkbox"/> No
 If yes, Reg. Status and ID# _____</p> <p>14. Do you require duplicate statements? <input type="checkbox"/> Yes <input type="checkbox"/> No
 If yes, name and address: _____</p> <p>15. What is the highest level of education you Commodities have obtained? _____
 <input type="checkbox"/> No High School Degree <input type="checkbox"/> High School Degree
 <input type="checkbox"/> College Degree <input type="checkbox"/> Graduate Degree</p> |
| | Years | Firm | | | | | | | | | | | | | | | | | |
| Stocks/Bonds | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ | | | | | | | | | | | | | | | | | |
| Funds | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ | | | | | | | | | | | | | | | | | |
| Options | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ | | | | | | | | | | | | | | | | | |
| Mutual Funds | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ | | | | | | | | | | | | | | | | | |
| Foreign Currency | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ | | | | | | | | | | | | | | | | | |

ADDITIONAL RISK DISCLOSURE

For any Customer that:

- is retired
- has an annual income of less than \$25,000
- has a net worth less than \$50,000
- is investing retirement income (e.g., IRA, 401, Keogh)

Only you can determine whether an investment in foreign currencies is suitable for you. However, in light of the information above, FX Solutions asks that you carefully consider the risk associated with such investments. If the only form of investing that you have pursued in the past has been conservative in nature, than FX Solutions encourages you to study foreign currency investments prior to making any final decisions and recognize that only risk capital is suitable for such investing. If you have determined that investing in foreign currencies is suitable for you, then please execute the acknowledgement below.

Acknowledgement

I have carefully considered the financial risk involved in foreign currency investments, and I am willing to assume the risk associated with such investments and I wish to proceed with opening an account.

X	X		
_____ Primary Signature	_____ Date	_____ Joint Signature	_____ Date

FOREIGN CURRENCY CUSTOMER AGREEMENT

This is a legal contract. Please read carefully before signing.

This Foreign Currency Customer Agreement (the "Agreement") sets forth the terms and conditions that will govern various over-the-counter spot, forward and options contracts for foreign currency (collectively, "foreign currency contracts") entered into by and between the undersigned customer (the "Customer") and FX Solutions, LLC ("FX Solutions").

1. **AUTHORIZATION.** One or more accounts will be opened in Customer's name at FX Solutions to carry Customer's foreign currency contracts (collectively, the "Account"). Customer authorizes FX Solutions to purchase and sell foreign currency contracts for Customer's Account in accordance with Customer's instructions received through the Automated Systems (as defined in Section 5(a) below) or via telephone to the FX Solutions trading desk (the "Trading Desk") with FX Solutions acting as principal (and not as agent), subject to the terms of this Agreement. FX Solutions also will provide such other services and products as agreed upon between FX Solutions and Customer. Customer acknowledges that foreign currency contracts are not traded on or guaranteed by a regulated exchange or its clearinghouse and accordingly, acknowledges that trading in foreign currency contracts is not subject to the same regulatory or financial protections as is trading in futures contracts. Customer represents and warrants that (a) it understands that as principal opposite FX Solutions the parties will each be relying on the creditworthiness of the other, (b) each foreign currency contract will be individually negotiated as to its material economic terms, and (c) FX Solutions is not acting as an investment adviser, commodity trading advisor or fiduciary with respect to Customer or the Account.

2. **APPLICABLE RULES AND REGULATIONS.** All foreign currency contract transactions in Customer's Account shall be subject to (a) the terms of this Agreement and all related agreements, (b) the laws, regulations, rules and interpretations of any applicable governmental, regulatory or self-regulatory authority, and (c) customs and usages of trade (all of the foregoing, as in force from time to time, collectively referred to as "rule or law"). If any term or provision of this Agreement is, or at any time becomes, inconsistent with any present or future rule or law or otherwise is invalid or unenforceable, the inconsistent term or provision shall be deemed amended or superseded to conform with such rule or law, but in all other respects this Agreement shall continue in full force and effect. Neither FX Solutions, nor its officers, directors, managers, managing members, members, employees, affiliates, agents or delegates (collectively, with FX Solutions, the "FX Solutions Parties") shall be liable to Customer as a result of any action reasonably taken by the FX Solutions Parties to comply with such rule or law. FX Solution's violation of any rule or law shall not provide Customer in any legal, reparation, arbitration or other proceeding with (y) a defense to a claim by FX Solutions for money or other property due under this Agreement or (z) a basis for a claim by Customer that money or other property is due from FX Solutions, unless such violation has been determined to be in relation to a transaction that Customer did not give instructions to effect and is the direct cause of Customer's claimed indebtedness to FX Solutions.

3. **PAYMENT OBLIGATIONS OF CUSTOMER.** Customer agrees to pay FX Solutions upon demand (a) such charges, fees and costs as FX Solutions may from time to time charge (including but not limited to, markups, spreads, brokerage charges, commissions, service fees, transfer fees and other charges); (b) all applicable regulatory and self-regulatory fees or charges, if any; (c) any applicable tax imposed on transactions in foreign currency contracts; (d) all compensation of any introducing broker or trading advisor payable from the Account, which FX Solutions shall promptly deduct from the Account and remit to such person(s); (e) the amount of any trading losses in the Account; (f) any debit balance or deficiency in the Account; (g) interest on any debit balances or deficiencies in the Account, at the rate set forth in this Section 3, together with costs and reasonable attorneys' fees incurred in collecting any such debit balance or deficiency; and (h) any other amounts owed by Customer to FX Solutions with respect to the Account or any transactions therein. All commissions, charges or fees of FX Solutions or compensation to any introducing broker or trading advisor shall be set forth on the Fee Schedule monthly. FX Solutions may change its commissions, charges, and/or fees without notice. Customer agrees to be liable to FX Solutions for interest on amounts due from Customer to FX Solutions at an interest rate equal to three (3) percentage points above the then prevailing prime rate at FX Solutions' principal bank or the maximum interest rate allowed by law, whichever is lower. All such charges shall be paid by Customer as they are incurred and Customer hereby authorizes FX Solutions to withdraw the amount of any such charges directly from Customer's Account. Any payments required to be made by Customer and not deducted directly from the Account shall be made by wire transfer (or by check if permitted by FX Solutions in its sole and absolute discretion) of immediately available funds to the account of FX Solutions as set forth in the Customer Application Form accompanying this Agreement. Customer agrees that when requested, whether by telephone or other communication, Customer will furnish FX Solutions with names of bank officers and information necessary for immediate verification of such wire transfers.

4. **ACKNOWLEDGMENT OF RISKS AND CONFLICTS OF INTEREST.** CUSTOMER ACKNOWLEDGES THAT TRADING IN FOREIGN CURRENCY CONTRACTS IS A SPECULATIVE ACTIVITY INVOLVING LEVERAGE AND RAPIDLY FLUCTUATING MARKETS. DESPITE SUCH RISKS, CUSTOMER IS WILLING AND ABLE TO ASSUME THE FINANCIAL RISKS AND OTHER HAZARDS OF TRADING IN FOREIGN CURRENCY CONTRACTS. CUSTOMER RECOGNIZES THAT GUARANTEES OF PROFIT OR FREEDOM FROM LOSS ARE IMPOSSIBLE IN FOREIGN CURRENCY CONTRACT TRADING. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED NO SUCH GUARANTEES FROM FX SOLUTIONS OR FROM ANY OF ITS REPRESENTATIVES OR ANY INTRODUCING BROKER OR TRADING ADVISOR AND HAS NOT ENTERED INTO THIS AGREEMENT IN CONSIDERATION OF OR IN RELIANCE UPON ANY SUCH GUARANTEES OR SIMILAR REPRESENTATIONS. CUSTOMER HAS READ AND UNDERSTANDS THE FOREIGN CURRENCY TRANSACTIONS RISK DISCLOSURE STATEMENT ACCOMPANYING THIS AGREEMENT. IF APPLICABLE, CUSTOMER ALSO ACKNOWLEDGES RECEIPT OF SEPARATE WRITTEN DISCLOSURE CONCERNING CONFLICTS OF INTEREST BETWEEN FX SOLUTIONS AND ANY THIRD PARTY, SUCH AS CUSTOMER'S TRADING ADVISOR OR INTRODUCING BROKER, AND SPECIFICALLY CONSENTS TO ANY SUCH CONFLICT OF INTEREST.

5. **RISK OF LOSS; LIMITATION OF LIABILITY.**

(a) All transactions effected for Customer's Account and all fluctuations in the market prices of the foreign currency contracts carried in Customer's Account are at Customer's risk, and Customer shall be solely liable therefore under all circumstances. Customer represents and warrants that Customer is willing and financially able to sustain such losses, and that the trading of foreign currency contracts is suitable for Customer. FX Solutions is not responsible for the performance or non-performance by any third party (including other dealers or banks) to FX Solutions of its obligations in respect of any foreign currency contract or other property of Customer; or for delays in the transmission, delivery or execution of Customer's orders due to malfunctions of communications facilities or systems or other causes beyond FX Solutions' reasonable control or anticipation. FX Solutions shall not be responsible for the actions or non-actions of agents selected by FX Solutions in good faith or appointed at the request of Customer, whether such action and/or non-action amounts to negligence or inability on the part of the relevant agent.

(b) Customer consents to FX Solutions' use of automated systems or service bureaus in conjunction with Customer's Account, including, but not limited to, automated order entry, order routing and/or order execution systems; record keeping, reporting and Account reconciliation systems; and risk management systems (collectively, "Automated Systems"). In addition, Customer will be allowed access to certain Automated Systems in order to place orders for transactions in foreign currency contracts and to access other account services and products provided by FX Solutions. Customer understands that the use of Automated Systems entails risks, including, but not limited to, interruption of service, system or communications failure, delays in service, and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense or liability to the Customer. FX SOLUTIONS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTION, DESIGN, FUNCTIONALITY, OPERATION, TITLE OR NON-INFRINGEMENT OF ANY AUTOMATED SYSTEM, AND MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, FX SOLUTIONS EXPRESSLY DISCLAIMS ANY REPRESENTATION THAT ANY AUTOMATED SYSTEM WILL OPERATE UNINTERRUPTED OR BE ERROR-FREE.

(c) In addition to the limitation of liability set forth in Section 5(a) above, the FX Solutions Parties will have no liability whatsoever for any claim of loss, cost, expense, damage or liability of Customer or any third person arising out of or relating to any System Failure, regardless of whether such claim is based on contract, tort, strict liability or any other theory. The FX Solutions Parties will not have any liability for the actual or alleged insufficient exercise of care in selecting any sub-agents or in selecting, monitoring or operating any Automated System, for any failure or delay in informing Customer of any System Failure or in taking action to prevent or correct any such System Failure. In no event will the FX Solutions Parties have any liability for any incidental, special or consequential damages, including, but not limited to, loss of profits or loss of

use, even if FX Solutions was aware of the likelihood of such damages. FX Solutions has no responsibility to inform Customer of (i) any decision to use, not use or cease using any Automated System, (ii) the characteristics, functions, design or purpose of any Automated System, or (iii) any specific risks inherent in any Automated System.

6. PRICING INFORMATION; TRADING RECOMMENDATIONS.

(a) FX Solutions will make available to Customer, by posting on the Automated Systems or through the Trading Desk, bid prices and ask prices at which FX Solutions is prepared to enter into foreign currency contracts with Customer. FX Solutions expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time for similar transactions, but a number of factors, including but not limited to, communication system delays, high volume or volatility can result in deviations between prices quoted by FX Solutions and other sources. FX Solutions makes no warranty, express or implied, that bid prices and ask prices represent bid prices and ask prices then prevailing in the market.

(b) Any trading recommendation or market information furnished to Customer by FX Solutions is incidental to the conduct of FX Solutions' business as a foreign currency dealer and shall not serve as a basis for Customer's trading decisions. Customer acknowledges that any recommendations or market information provided by FX Solutions, while based upon information from sources that FX Solutions believes to be reliable, may be incomplete, inaccurate or unverified and FX Solutions makes no representation, warranty or guarantee as to the accuracy of any such information. Customer further understands and acknowledges that, because FX Solutions is acting as principal with respect to the foreign currency transactions for Customer's Account and not as agent, FX Solutions has a financial incentive to provide recommendations or market information that benefit FX Solutions and disadvantage Customer, and Customer agrees to such conflict of interest. Further, Customer acknowledges that recommendations or market information given to Customer at any given time may be different from recommendations or market information given to other customers of FX Solutions and that such recommendations or market information may not be consistent with the investments of the FX Solutions Parties. FX Solutions shall have no responsibility or liability hereunder as a result of any information, prediction, recommendation or advice made or given by a representative of FX Solutions whether or not made or given at the request of Customer. Any instruction given by Customer is based upon Customer's own independent and informed decision and not in reliance on any information, recommendations, advice or statement made by any of FX Solutions' employees, representatives or agents.

7. INDEMNIFICATION. Customer agrees to indemnify, defend and hold harmless the FX Solutions Parties and their respective successors and assigns from and against any liability, loss, cost or expense (including, without limitation, reasonable legal fees and expenses, costs of collection of debit balances, interest and any fines imposed by any exchange, self-regulatory organization or governmental body) arising from (a) any failure of Customer to perform its obligations under this Agreement, (b) any failure of Customer to comply with any rule or law, or (c) any representation or warranty made by Customer in this Agreement or in the forms attached hereto ceasing at any time to be true or accurate.

8. RECORDING. Customer has been informed that all conversations regarding Customer's Account, orders and foreign currency contracts between Customer and FX Solutions (or any of their respective agents) may be recorded by FX Solutions, without any obligation of FX Solutions to make or retain such recordings, and Customer irrevocably consents to such recordings and to FX Solution's use of such recordings in any proceeding or as FX Solutions otherwise deems appropriate.

9. FOREIGN CURRENCY. If any transaction for Customer's Account is effected in any market on which transactions are settled in a foreign currency (a) any profit or loss arising as a result of a fluctuation in the rate of exchange between such currency and the United States dollar shall be entirely for Customer's Account and risk, (b) all initial and subsequent margin deposits required or requested by FX Solutions shall be in United States dollars or, if requested by FX Solutions, in the currency required by the applicable exchange or clearing house, and (c) FX Solutions is authorized to convert funds in Customer's Account into and from such foreign currency at rates of exchange prevailing at the banking and other institutions with which FX Solutions normally does business.

10. MARGIN REQUIREMENTS. Customer will at all times maintain such margins and premiums for Customer's Account as required from time to time by FX Solutions. Customer shall make deposits of margin or premium as FX Solutions requests within a reasonable time after such request. IN THE ABSENCE OF UNUSUAL CIRCUMSTANCES, [ONE (1) HOUR] SHALL BE DEEMED TO BE A REASONABLE TIME; HOWEVER, FX SOLUTIONS RESERVES THE RIGHT TO REQUEST DEPOSITS ON SHORTER NOTICE IN ITS SOLE AND ABSOLUTE DISCRETION. Margin deposits shall be made by wire transfer (or by check, if permitted by FX Solutions in its sole and absolute discretion) of immediately available funds and shall be deemed made when received by FX Solutions. FX Solutions' failure at any time to call for a deposit of margin shall not constitute a waiver of FX Solutions' rights to do so at any time thereafter, nor shall it create any liability of FX Solutions to Customer. FX Solutions may increase or decrease applicable margin requirements at any time in its sole and absolute discretion upon notice. FX Solutions shall not be required to pay interest on funds in Customer's Account except as may be agreed upon in writing from time to time.

11. NETTING PROVISIONS.

All foreign currency contracts entered into between Customer and FX Solutions will be subject to the following netting provisions:

(a) Netting by Novation. Each foreign currency contract made between Customer and FX Solutions will immediately, upon its being entered into, be netted with all then existing foreign currency contracts between Customer and FX Solutions for the same paired currencies having the same delivery date so as to constitute a single foreign currency contract.

(b) Payment Netting. If on any delivery date more than one delivery of a particular currency is to be made between Customer and FX Solutions pursuant to a foreign currency contract, each party shall aggregate the amounts deliverable by it and only the difference, if any, between these aggregate amounts shall be delivered by the party owing the larger amount to the other party.

(c) Discharge and Termination of Options. Any call option or any put option written by a party will automatically be terminated and discharged, in whole or in part, as applicable, against a call option or a put option, respectively, written by the other party, such termination and discharge to occur automatically upon the payment in full of the premium payable in respect of such options; provided that such termination and discharge may occur only in respect of options: (i) each being with respect to the same put currency and the same call currency; (ii) each having the same expiration date and expiration time; (iii) each being of the same style, i.e. both being American Style options or both being European Style options; (iv) each having the same strike price; and (v) neither of which shall have been exercised by delivery of a notice of exercise. Upon the occurrence of such termination and discharge, neither party shall have any further obligation to the other party in respect of the relevant options or, as the case may be, parts thereof so terminated and discharged. In the case of a partial termination and discharge (i.e., where the relevant options are for different amounts of the currency), the remaining portion of the option that is partially discharged shall continue to be an option for all purposes of this Agreement.

12. CROSS TRADE CONSENT. The Customer hereby acknowledges and agrees that a director, officer, affiliate, associate, employee, bank, bank employee or dealer associated with FX Solutions may be the opposing broker for a trade entered into for the Customer's account and the Customer hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable regulations of the Commodity Futures Trading Commission, National Futures Association, United States Federal Reserve or other regulatory agency

13. SECURITY AGREEMENT. All property of Customer held by or for FX Solutions, including without limitation foreign currency contracts, cash, securities, letters of credit or other property (each referred to as "Collateral") in Customer's Account (including all proceeds of such Collateral), is hereby pledged to FX Solutions and shall be subject to a general lien and first priority security interest and right of setoff in FX Solutions' favor to secure any amounts at any time owing from Customer to FX Solutions. Customer shall not grant any security interest in the Collateral to any person other than FX Solutions. In the event that the Collateral is at any time insufficient to satisfy Customer's indebtedness to FX Solutions, Customer shall pay the deficit within [twenty-four (24) hours] following delivery of FX Solutions' request for payment or as otherwise required by FX Solutions in its sole discretion. If payment is not made within such time as FX Solutions directs, Customer shall pay interest on the unpaid indebtedness at the interest

rate set forth in Section 3 above, plus service charges and all costs of collection (including without limitation reasonable attorneys' fees). Customer hereby grants FX Solutions the right to borrow, pledge, repledge, hypothecate, rehypothecate, loan or invest any of the Collateral, including utilizing the Collateral to purchase United States Government Treasury obligations pursuant to repurchase agreements or reverse repurchase agreements with any party (including an affiliate of FX Solutions), in each case without notice to Customer, and without any obligation to pay or account to Customer for any interest, income or benefit that may be derived therefrom except as may be separately agreed in writing.

14. REMEDIES. In the event that (a) Customer dies or becomes incapacitated; (b) FX Solutions is unable to contact Customer due to Customer's unavailability or due to unforeseeable breakdown in communications systems or facilities; (c) Customer terminates, dissolves, suspends its usual business or any material portion thereof; (d) a petition for insolvency, bankruptcy, assignment for the benefit of creditors or receivership is filed by or against Customer or Customer is generally unable to pay debts as they become due (or Customer admits such inability in writing); (e) Customer's Account is attached; (f) Customer fails to perform any material obligation under this Agreement, including without limitation a failure to satisfy any margin call or debit balance in the Account; (g) Customer fails to provide FX Solutions with any information requested pursuant to this Agreement or the Customer Account Application; or (h) FX Solutions in its discretion reasonably deems it necessary for its protection, FX Solutions shall have the right, in addition to any other remedy available at law or in equity, to (x) apply any Collateral (or sell any such Collateral and apply the proceeds therefrom) toward amounts payable by Customer hereunder; (y) cover or close out any position Customer may have with FX Solutions (including but not limited to whole or partial liquidations of Customer's Account; buying in property which Customer's Account may be short; the exercise of any option; or the straddling of existing open positions if they cannot be satisfactorily liquidated because the market is illiquid, or for any other reason); or (z) cancel any or all pending orders, refuse to accept new orders and/or refuse to enter into new contracts with Customer, all without liability on FX Solutions' part to the Customer or any third party. Any of the above remedies may be taken without demand for Collateral or additional Collateral and without prior notice to Customer. The above remedies are solely for FX Solutions' protection and any non-resort or partial resort to those remedies shall not relieve Customer of any of its obligations under this Agreement. Notwithstanding anything to the contrary set forth above, if an event specified in clause (d) of this Section 14 has occurred, then upon the occurrence of such event, all outstanding foreign currency contracts will be deemed to have been automatically terminated as of the time immediately preceding the institution of the relevant proceeding, or the presentation of the relevant petition upon the occurrence with respect to Customer of such specified event.

15. SALES.

(a) Any sales of Collateral made pursuant to Section 13 hereof may be made according to FX Solutions' good faith judgment and at its commercially reasonable discretion, on or subject to the rules of any market where such business usually is transacted, or at public or private sale, without advertising the same. At any sale FX Solutions may purchase the whole or any part thereof free from any right of redemption, and Customer shall remain liable for and shall promptly pay FX Solutions the amount of any deficiency. Customer understands that a prior tender, demand or call of any kind from FX Solutions, or prior notice from FX Solutions of the time and place of such sale, shall not be considered a waiver of FX Solutions' right to sell any foreign currency contract or other Collateral. Failure to act in such circumstances shall not constitute a waiver of FX Solutions' right to do so at any time thereafter, nor shall it impose any liability on FX Solutions nor shall it create a defense for Customer to any liability to FX Solutions.

(b) Any close-out of foreign currency contracts pursuant to Section 13 shall be accomplished by FX Solutions: (i) closing-out each such foreign currency contract so that each such foreign currency contract is cancelled and calculating settlement amounts equal to the difference between the market value (as determined by FX Solutions in good faith) and contract value of the foreign currency contract or, in the case of options, settlement amounts equal to the current market premium for a comparable option (as determined by FX Solutions in good faith); (ii) discounting each settlement amount then due to present value at the time of close-out (to take into account the period between the date of close-out and the maturity date of the relevant liquidated foreign currency contract using an interest rate equal to FX Solutions' cost of funds as determined by FX Solutions in good faith); (iii) calculating an aggregate settlement payment in an amount equal to the net amount of such discounted settlement amounts as is then due from one party to the other; and (iv) setting off the settlement payments, if any, that FX Solutions owes Customer as a result of such liquidation and all Collateral held by or for FX Solutions against the settlement payments, if any, that Customer owes to FX Solutions as a result of such close-out; so that all such amounts are netted to a single liquidated amount payable by one party to the other party, as appropriate, on the business day following the close-out.

16. TRADING LIMITATIONS. FX Solutions will attempt to execute all orders that it may, in its sole discretion, accept from Customer in accordance with Customer's instructions received through the Automated Systems or via telephone to the Trading Desk. Customer agrees that FX Solutions may, in its sole and absolute discretion, refuse to accept any order from, or enter into any contract with, Customer, including, but not limited to, in the event FX Solutions believes that the acceptance of Customer's order, or the entering into of such contract with Customer, would be in contravention of any rule or law. In addition, FX Solutions may at any time, in its sole and absolute discretion, limit the number or types of positions that Customer may maintain or acquire with FX Solutions, and Customer agrees not to exceed such limits. FX Solutions is under no obligation to effect any transaction for Customer's Account that would create positions in those accounts in excess of the limit FX Solutions has set. If Customer exceeds position limits imposed by FX Solutions, FX Solutions shall have the right to close out positions in excess of the applicable position limit.

17. SETTLEMENT DATE; ROLLOVERS; DELIVERY. Instructions on the settlement of open foreign currency positions must be given to FX Solutions at least one (1) business day prior to the applicable settlement date, or as otherwise required by FX Solutions in its sole discretion. FX Solutions shall require payment of amounts due from Customer to FX Solutions in settlement at least one (1) business day prior to the applicable settlement date, or as otherwise required by FX Solutions in its sole discretion. FX Solutions and Customer shall exchange, make use of, and periodically update and confirm any standing payment instructions. If instructions, funds and documents are not received by FX Solutions by the specified time and to FX Solutions' satisfaction, FX Solutions may, in its sole discretion and without notice to Customer, offset Customer's open positions, roll over Customer's open positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by FX Solutions, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customer's open positions may differ on a customer-by-customer basis, in FX Solutions' sole discretion.

18. CONSENT TO LOAN OR PLEDGE. Within the limits of applicable law and regulations, Customer hereby authorizes FX Solutions to lend either to itself or to others any securities or other property held by FX Solutions in Customer's margin account together with all attendant rights of ownership, and to use all such property as collateral for our general loans. Any such property, together with all attendant rights of ownership, may be pledged, repledged, hypothecated or rehypothecated either separately or in common with other such property for any amounts due to FX Solutions thereon or for a greater sum, and FX Solutions shall have no obligation to retain a like amount of similar property in our possession and control.

19. Notices and Communications.

(a) Customer shall deliver all notices and any other communications to the offices of FX Solutions, LLC, 127 E. Ridgewood Ave., Suite 201, Ridgewood, NJ 07450 USA via regular mail, express mail, messenger or facsimile only (no electronic mail). Customer shall make all payments, except with regard to wire transfers as set forth herein, to the foregoing address via regular mail, express mail or messenger. All communications from FX Solutions to Customer will be sent to Customer at the electronic mail address or regular mail address (as applicable) indicated by Customer on the Customer Application Form or to such other electronic mail address or regular mail as Customer hereafter directs in writing. Confirmations of trades, statements of Account, and any other notices sent to Customer shall be binding on Customer for all purposes, unless Customer calls any error therein to FX Solutions' attention (a) in the case of oral reports of executions, at the time received by Customer or its agent, and (b) in the case of a written report (whether transmitted by electronic mail, regular mail, or otherwise), prior to opening of trading on the business day next following receipt of the report. Margin calls shall be deemed conclusively correct if not objected to by Customer by notice to FX Solutions in writing immediately (i.e., no later than [one (1) hour] after delivery of such margin call. None of these provisions, however, will prevent FX Solutions upon discovery of any error or omission, from correcting it. The parties agree that such errors, whether resulting in profit or loss, will be corrected and Customer's Account will be credited or debited so that it is in the same position it would have been in if the error had not occurred, it being understood that in no event shall FX Solutions be liable for any consequential or incidental damages arising out of such error. Whenever a correction is made, FX Solutions will promptly make written notification to Customer. All communications sent to Customer by FX Solutions to such address, by whatever means, shall be deemed given to Customer personally whether or not actually received by Customer, and Customer hereby waives all claims resulting from failure to receive such communications. In the event that there is a disruption in the ability of FX Solutions to transmit to Customer any communication by electronic mail, FX Solutions reserves the right to transmit such communications by any means that it deems reasonably appropriate, including by regular mail, express mail, messenger or facsimile.

(b) Customer agrees to be conclusively responsible for any instruction received electronically that is identified with Customer's password and Account number and for any electronic, oral and written order or instruction to FX Solutions from persons FX Solutions, in its sole judgment, believes are apparently authorized by Customer. If Customer's Account is titled as a joint account, FX Solutions is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account. FX Solutions shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by FX Solutions in reliance on any such instructions or on the apparent authority of any such persons.

20. CUSTOMER DOCUMENTS. Customer represents that the information on the Customer Application Form is true and complete and that the representations in this Agreement and any applicable ancillary documents are accurate and that FX Solutions and its agents are entitled to rely on such information and representations for all purposes, unless FX Solutions receives notice in writing of any change. Customer shall notify FX Solutions of any material change in such information or representations. To the extent certain ancillary documents are applicable, executed and delivered in connection with this Agreement, any or all such ancillary documents are incorporated herein by reference. In the event any term or provision of any of such ancillary documents should conflict with any term or provision of this Agreement, the terms and provisions of this Agreement shall control and prevail.

21. TERMINATION. This Agreement shall continue in effect until termination, and may be terminated by Customer at any time when Customer has no open foreign currency positions and no liabilities held by or owed to FX Solutions, upon the actual receipt by FX Solutions of written notice of termination, or at any time whatsoever by FX Solutions upon the transmittal of written notice of termination to Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement nor shall it relieve Customer of any obligations arising out of any deficit balance.

22. REPRESENTATIONS. Customer represents and warrants (which representations and warranties shall remain in effect during the term of this Agreement) that: (a) if a natural person, Customer is of legal age, under no legal incapacity and is not restricted from entering into this Agreement and effecting purchases and sales of foreign currency contracts by virtue of employment or otherwise; (b) if an entity, Customer is duly organized and in good standing in the jurisdiction of its formation, and it may lawfully and is duly authorized and empowered to enter into this Agreement and to effect purchases and sales of foreign currency contracts; (c) this Agreement is binding on Customer and enforceable against Customer in accordance with its terms; (d) Customer is in compliance with any applicable registration requirements (or exemptions therefrom) of the Commodity Exchange Act and the rules of the Commodity Futures Trading Commission and any applicable membership requirements of the National Futures Association; (e) no one other than Customer has an ownership interest in Customer's Account with FX Solutions unless such other persons are indicated to FX Solutions in the Customer Application Form; and (f) FX Solutions is entitled to rely upon all actions taken and instructions given by any person with apparent authority to act on Customer's behalf, and any person specifically designated to act on Customer's behalf.

23. AUTHORIZATION TO TRANSFER FUNDS. Customer agrees that FX Solutions may transfer among any and all accounts maintained by Customer at FX Solutions Customer's funds, securities or other property that may be required to avoid margin calls, satisfy Collateral requirements, reduce debit balances or for any other reason that is not in conflict with applicable law. FX Solutions will confirm any such transfers to Customer in writing.

24. FUNDS ON DEPOSIT IN NON-U.S. BANKING INSTITUTIONS. Customer acknowledges that Customer's funds may be held in accounts denominated in a foreign currency with depositories located outside the United States or its territories if (a) Customer is domiciled in a foreign country or (b) if the funds are held in connection with contracts priced and settled in a foreign currency. Such accounts are subject to the risk that events could occur which would hinder or prevent the availability of these funds for distribution to Customer. Such accounts may also be subject to foreign currency exchange rate risks.

Customer authorizes the deposit of funds into such foreign depositories. If Customer is domiciled in the United States, this authorization permits the holding of funds in regulated accounts offshore only if such funds are used to margin, guarantee, or secure positions in such contracts or accrue as a result of such positions.

In order to avoid the possible dilution of other customer funds, if Customer has funds held outside the United States, Customer further agrees that claims based on such funds will be subordinated in the unlikely event both of the following conditions are met: (1) Customer's futures commission merchant is placed in receivership or bankruptcy; and (2) there are insufficient funds available for distribution denominated in the foreign currency as to which Customer has a claim to satisfy all claims against those funds.

Customer agrees that if both of the conditions listed above occur, Customer's claim against FX Solutions assets attributable to funds held overseas in a particular foreign currency may be satisfied out of segregated customer funds held in accounts denominated in dollars or other foreign currencies only after each customer whose funds are held in dollars or in such other foreign currencies received its pro-rata portion of such funds. Customer further agrees that in no event may a customer whose funds are held overseas receive more than its pro-rata share of the aggregate pool of funds held in dollars, fund held in a particular foreign currency, and non-segregated assets of FX Solutions.

25. SPECIAL PROVISIONS FOR MANAGED ACCOUNTS AND INTRODUCED ACCOUNTS. If Customer's Account is being managed by a trading advisor or is introduced to FX Solutions, Customer acknowledges and agrees that FX Solutions is responsible only for acting as counterparty to the Customer for transactions in Customer's Account and that FX Solutions has no responsibilities, or obligations regarding any conduct, action, representation or statement of any such persons in connection with Customer's Account or any transactions therein. Customer understands that FX Solutions makes no warranties nor representations concerning such trading advisor or introducing broker, that FX Solutions shall not be responsible for any loss to Customer occasioned by the actions of such trading advisor or introducing broker and that FX Solutions does not, by implication or otherwise, endorse or approve of the operating methods of such trading advisor or introducing broker. Customer further acknowledges and agrees that: (i) any trading advisor or introducing broker acts as an independent intermediary for Customer; (ii) unless Customer has been expressly advised otherwise in writing by FX Solutions, no such person is an affiliate, employee or agent of FX Solutions; and (iii) no such person is authorized to make any representations concerning FX Solutions or the services to be provided by FX Solutions hereunder except as may be expressly authorized in writing by FX Solutions. If a trading advisor manages Customer's Account or if an introducing broker introduces Customer to FX Solutions, FX Solutions (i) may compensate such persons from the assets of FX Solutions or (ii) may deduct directly from Customer's Account compensation payable to such persons. In the event Customer's Account is managed by a trading advisor, Customer has delivered to FX Solutions a copy of such trading advisor's written trading authorization or Customer's acknowledgment of such authorization, in a form acceptable to FX Solutions.

26. INTELLECTUAL PROPERTY AND CONFIDENTIALITY. All copyright, trademark, trade secret and other intellectual property rights in the Automated Systems shall remain at all times the sole and exclusive property of FX Solutions and Customers shall have no right or interest in the Automated Systems except for the right to access and use certain of the Automated Systems as specified herein. Customer acknowledges that the Automated Systems are confidential to FX Solutions and have been developed through the expenditure of substantial skill, time, effort and money. The Customer will protect the confidentiality of the Automated Systems by allowing access to the Automated Systems only by its employees and agents on a need to access basis and will not disclose Customer's password and Account number to any third party. Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Automated Systems. Customer will not copy, modify, de-compile, reverse engineer, make derivative works of the Automated Systems or in the manner in which they operate.

27. FINANCIAL INFORMATION. Customer shall provide to FX Solutions such financial information regarding Customer as FX Solutions may from time to time reasonably request. Customer agrees to notify FX Solutions immediately (and no later than one (1) business day) of any material adverse change in its financial condition. FX Solutions is authorized at any time to make inquiries, including with Customer's banks or any credit agency, for purposes of verifying information contained on the Customer Application Form or otherwise supplied to FX Solutions.

28. INACTIVE ACCOUNTS. Customer acknowledges that FX Solutions may routinely place Accounts in which there is no trading activity on inactive status and Customer agrees to provide whatever information and execute such additional documentation FX Solutions may reasonably require upon Customer's request to reactivate such inactive Account.

29. **BINDING EFFECT OF AGREEMENT.** Customer hereby ratifies all transactions with FX Solutions effected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement. This Agreement may only be assigned by Customer with the prior written consent of FX Solutions. FX Solutions shall have the right upon notice to Customer to transfer or assign this Agreement (and thereby the Account) to any affiliated or successor entity in its sole and absolute discretion without obtaining the consent of Customer. This Agreement shall be binding upon and inure to the benefit of FX Solutions and its successors and assigns, and Customer's personal representatives and permitted successors and assigns.
30. **MODIFICATIONS.** Except as provided in Section 2, no change in or waiver of any provision of this Agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and signed by the party intended to be bound. No agreement or understanding of any kind shall be binding upon FX Solutions unless it is in writing and signed by an authorized officer of FX Solutions.
31. **Governing Law; Limitation On Actions; Waiver of Jury Trial.**
- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of choice of law.
- (b) No judicial, administrative, arbitration or reparations proceeding may be commenced by either party to this Agreement more than one (1) year after any claim arises, directly or indirectly, out of this Agreement or the transactions contemplated thereby. **Customer acknowledges that he/she is expressly agreeing to waive the two year statute of limitations provided by the Commodity Exchange Act, including the two year time period for commencing a Commodity Futures Trading Commission reparation proceeding, and any and all other applicable statutes of limitations exceeding one year, including but not limited to, any statutory or common law state or federal statute of limitations, the two-year provision for initiating an arbitration contained in the National Futures Association's Code of Arbitration.**
- (c) CUSTOMER HEREBY WAIVES A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION IN CONNECTION HERewith.
32. **Consent to Jurisdiction.**
- (a) ALL ACTIONS, DISPUTES, CLAIMS OR PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, ANY ARBITRATION PROCEEDING, INCLUDING NATIONAL FUTURES ASSOCIATION ARBITRATIONS, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF OR RELATED TO OR FROM THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN THE CUSTOMER AND FX SOLUTIONS OR ANY ORDERS ENTERED OR TRANSACTIONS EFFECTED FOR CUSTOMER'S ACCOUNTS WHETHER OR NOT INITIATED BY FX SOLUTIONS SHALL BE ADJUDICATED ONLY IN COURTS OR OTHER DISPUTE RESOLUTION FORUMS WHOSE SITUS IS WITHIN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, AND CUSTOMER HEREBY SPECIFICALLY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OR ARBITRATION PROCEEDINGS LOCATED WITHIN THE COUNTY OF BERGEN, STATE OF NEW JERSEY.
- (b) CUSTOMER WAIVES ANY CLAIM CUSTOMER MAY HAVE THAT (i) CUSTOMER IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OR ARBITRATION PROCEEDINGS LOCATED WITHIN THE STATE OF NEW JERSEY, (ii) CUSTOMER IS IMMUNE FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO CUSTOMER OR CUSTOMER'S PROPERTY, (iii) ANY SUCH SUIT, ACTION OR PROCEEDINGS IS BROUGHT IN AN INCONVENIENT FORUM, (iv) THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER OR (v) THIS CONSENT OR THE CUSTOMER AGREEMENT BETWEEN CUSTOMER AND FX SOLUTIONS MAY NOT BE ENFORCED IN OR BY SUCH COURT OR ARBITRATION PROCEEDING.
33. **HEADINGS.** The headings of each provision are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each provision.
34. **ACCEPTANCE OF AGREEMENT.** This Agreement shall constitute an effective contract between FX Solutions and Customer upon acceptance and execution by an authorized officer of FX Solutions.
35. **ENGLISH AS THE PRINCIPAL LANGUAGE.** This Agreement may be translated into other languages but, in the event of any inconsistency or ambiguity as to the meaning of any word or phrase in any such translation, the English text shall prevail.

SIGNATURE SECTION

(REQUIRED)

BY SIGNING BELOW, THE UNDERSIGNED REPRESENTS AND COVENANTS TO HAVE READ AND UNDERSTAND THIS FX SOLUTIONS, LLC CUSTOMER ACCOUNT APPLICATION (THE "APPLICATION"), WHICH INCLUDES:

- FX SOLUTIONS, LLC RISK DISCLOSURE STATEMENT FOUND ON PAGES 3-4 OF THIS APPLICATION;
- FX SOLUTIONS, LLC PRIVACY POLICY NOTIFICATION, FOUND ON PAGE 4 OF THIS APPLICATION;
- FX SOLUTIONS, LLC MONEY LAUNDERING ABATEMENT AND ANTI-TERRORIST NOTIFICATION, , FOUND ON PAGE 4 OF THIS APPLICATION;
- FX SOLUTIONS, LLC FOREIGN CURRENCY CUSTOMER AGREEMENT, FOUND ON PAGES 8-13 OF THIS APPLICATION;
- THE NOTICE TO FOREIGN CUTOMERS (APPLICABLE ONLY TO ACCOUNTS DOMICILED OUTSIDE THE UNITED STATES OR AN ACCOUNT CARRIED BY A BROKER LOCATED OUTSIDE THE UNITED STATES) , FOUND ON PAGE 4 OF THIS APPLICATION.

FURTHER, THE UNDERSIGNED:

- ATTESTS AND AGREES THAT ALL INFORMATION REQUESTED IN THIS APPLICATION IS COMPLETE AND ACCURATE, INCLUDING, BUT NOT LIMITED TO, THE CUSTOMER APPLICATION FORM, FOUND ON PAGES 5-6 OF THIS APPLICATION;
- REPRESENTS THAT THE INFORMATION REQUESTED FOR IN THIS APPLICATION HAS BEEN COMPLETED IN THE UNDERSIGNED'S OWN HANDWRITING;
- HEREBY AUTHORIZES FX SOLUTIONS, LLC TO VERIFY ANY OR ALL OF THE FOREGOING INFORMATION PROVIDED IN THIS APPLICATION; AND
- ACKNOWLEDGES UNDERSTANDING THE FOREGOING TERMS OF THIS APPLICATION AND AGREE TO BE BOUND THEREBY.

X _____ X _____
Primary Signature Date Joint Signature Date

NOTIFICATION OF REVOCABLE CONSENT TO RECEIVE ELECTRONIC STATEMENTS AND CONFIRMATIONS

By signing below, Customer hereby consents to having monthly account statements, trade confirmations, and statements of close out of open positions required under CFTC Regulations ("Notices"), Sent electronically, via the internet. Customer acknowledges that (1) its consent to receive the foregoing Notices electronically remains in effect indefinitely, subject to the Customer's right to revoke this consent at any time and (2) that FX Solutions does not charge for this service at this time.

Notices over the internet are made available via the FX Solutions website, and will require an account username and password. That will be set for you automatically by the system. If you forgot or misplaced both of your passwords, you cannot trade on-line until we receive and process your new passwords!

By signing below, I attest that I have read and understand the foregoing and elect account access in the medium indicated.

X _____ X _____
Primary Signature Date Joint Signature Date

JOINT ACCOUNT DESIGNATION
(For joint accounts only)

If the undersigned's account(s) are each held by more than one person (each, a "Joint Owner"), all of the Joint Owners agree to be jointly and severally liable for the obligations assumed in the Customer Agreement by and among the undersigned and FX Solutions, LLC. Further, any one or more of the Joint Owners shall have the authority to act on behalf of the joint account as if (s)he alone were interested therein, all without notice to the others interested in said account and all for the account and risk of all Joint Owners. Such authority shall include, but not be limited to:

- (a) To open one or more accounts in the name of the Joint Owners with FX Solutions, LLC for the purpose of trading in over-the-counter spot, forward and options contracts for foreign currency (collectively, "foreign currency contracts") and to execute in the name of the Joint Owners and execute and deliver to FX Solutions, LLC any and all agreements, documents, instruments or notices necessary to the opening, maintenance and/or trading of such account(s);
- (b) To buy, sell and trade and agree to buy, sell and trade foreign currency contracts, on margin or otherwise, which power shall include the power to sell "short";
- (c) To receive and promptly comply with any request or demand for additional margin, any notice of intention to liquidate, and any notice or demand of any other nature;
- (d) To borrow funds from FX Solutions, LLC (on a secured or unsecured basis, as permitted by FX Solutions, LLC) or its affiliates to finance any foreign currency contract transactions effected through or with FX Solutions, LLC; and
- (e) To take such other actions as may be necessary or desirable to carry out the intent of the foregoing and the satisfaction of each and every obligation of the Joint Owners in connection with the account and the foreign currency contract transactions effected therein.

FX Solutions, LLC is directed to send all written confirmations of all foreign currency contract transactions effected for the Joint Owners and carried in the account(s) and all statements of account of the Joint Owners with FX Solutions, LLC and other pertinent documents and records to _____ (Name of Joint Owner) who hereby is authorized to receive and acquiesce in the correctness of such confirmations, statements, and other records and documents.

Further, each Joint Owner hereby appoints each and every other Joint Owner as his/her agent and confers upon every other Joint Owner and each of them, the broadest possible power with respect to the above grants of authority; and each Joint Owner agrees to indemnify and hold FX Solutions, LLC harmless from and against any and all claims that may arise by reason of its following any directions, instructions and orders given to it by any Joint Owner in respect of this account.

All property of any one or more of the Joint Owners held or carried by FX Solutions, LLC shall be held as collateral security and with a first lien thereon for the payment of all debits, losses or expenses incurred in the joint account and vice versa, however arising. In the event of death or legal incapacity of any of the Joint Owners, the survivor(s) immediately shall give FX Solutions, LLC notice thereof and FX Solutions, LLC may, before or after receiving such notice, take such action, require such documents, retain such assets and/or restrict transactions as FX Solutions, LLC deems advisable, in its sole and absolute discretion, to protect itself. Liability of the Joint Owners hereunder shall pass to any estate or personal representative of the Joint Owners.

This joint account is with / without (please check one) right of survivorship.

"Without right of survivorship" (also called "tenancy in common") means upon death of any of the Joint Owners and upon liquidation of all positions, FX Solutions, LLC will separate the proceeds of the joint account into equal shares or such other shares as all Joint Owners shall have notified FX Solutions, LLC in writing, as nearly as may be possible in the Joint Owner's respective names. "With right of survivorship" means upon death of any of the Joint Owners, the survivor(s) shall be vested with this joint account, subject to notice and liability as aforesaid. **If no instruction is given above, the account shall be deemed Joint Tenants Without Right of survivorship.**

X _____ X _____
Primary Signature Date Joint Signature Date

DISCRETIONARY TRADING AUTHORIZATION / POWER OF ATTORNEY

The undersigned hereby authorizes _____ as the undersigned's agent and attorney-in-fact (the "Agent"), with full power and authority to enter into contracts for the purchase, receipt, sale (including short sale) and delivery of, whether directly or indirectly through investments in managed investment products or otherwise, foreign currency contracts, options on foreign currency contracts, and other such forward contracts and options thereon, securities, equity, debt and related investments (collectively "Contracts") on margin or otherwise, in one or more accounts ("Account") with FX Solutions, LLC ("FX Solutions").

In all such transactions, as well as management decisions relating to the Account, FX Solutions is hereby authorized to follow the instructions of the Agent; the Agent is authorized to act on behalf of the undersigned in the same manner and with the same force and effect as the undersigned might or could with respect to such transactions, the making and taking of deliveries and with respect to all other things necessary or incidental to the furtherance and/or conduct of the Account. FX Solutions shall have no liability for following the instructions of the Agent, and the undersigned shall never attempt to hold FX Solutions liable for the Agent's actions or inactions. The undersigned understands that FX Solutions does not, by implication or otherwise, endorse the operating methods of such Agent. The undersigned hereby releases FX Solutions from any and all liability to the undersigned or to anyone claiming through the undersigned with respect to damage, losses or lost profits sustained or alleged to have been sustained as a result of FX Solutions following the Agent's instructions or for any matter arising out of the relationship between the Agent and the undersigned and shall indemnify FX Solutions from any and all losses, damages, liabilities and expenses, of any kind or nature whatsoever, arising therefrom. The undersigned agrees to hold FX Solutions harmless and to indemnify it as to any expense, damage or liability sustained by it with respect to any and all acts and practices of the Agent and attorney-in-fact regarding this account, including all losses arising therefrom and debit balance(s) due thereof.

This authorization is a continuing one and shall remain in full force and effect until revoked by the undersigned, or an authorized person on his behalf, by written notice given to FX Solutions, Attention: Director of Compliance. Such revocation shall become effective only upon the actual receipt thereof by FX Solutions but shall not affect any liability in any way resulting from transactions initiated prior to its receipt. This authorization shall inure to the benefit of FX Solutions, its successors and assigns. The provisions hereof shall be in addition to and in no way shall it limit or restrict any right that FX Solutions may have under any agreement with the undersigned. In addition, FX Solutions is further authorized and directed to deduct from the undersigned's account and pay the Agent the amount of all management fees, incentive fees, advisory fees and/or brokerage commissions to be paid to the Agent upon FX Solutions' receipt of invoices from the Agent. The undersigned understands that the Agent is solely responsible for the calculation of such fees and commissions and that FX Solutions has no responsibility or obligation to determine or verify the amount or accuracy of such fees and commissions. The undersigned hereby agrees to indemnify and hold harmless FX Solutions and its affiliates and employees from any loss, damage or dispute arising out of or relating to the calculation and payment of such fees and commissions.

All statements, notices, correspondence and the like generated in this account shall be sent or given to the Agent at the address shown for this account and to the undersigned at the address indicated in the customer's Account documents, or to such other person or address as the undersigned may hereafter designate in writing.

In addition the undersigned has provided FX Solutions, LLC with a copy of any disclosure document, managed account agreement, or other such materials executed by and between Agent and the undersigned that concern the Agent's advice in regards to the Account.

Management Fee: _____ % per annum (Paid monthly based on customer equity)
Incentive Fee's: _____ % of net profits (Paid Monthly on new net equity highs)
Commissions: \$ _____ (USD) per ROUND **TURN LOT** (Transaction fee)
Account Lot Amount: _____ (This Allocated lot amount will be set in the system)

The undersigned customer has the right to request from the undersigned Trading Agent statements on account status, and the undersigned Trading Agent is obligated to provide, upon the undersigned customer's request, such statements on account status using reports features as provided by FX Solutions.

<u>X</u>	<u>X</u>	
Primary Signature	Date	Joint Signature
<hr/>		
<u>X</u>		
Trader Advisor Signature	Account # (FX)	Date

THIRD-PARTY TRADING ADVISOR CHECKLIST

As an unregulated business, foreign currency trading advisory is prone to false advertising and misleading information. FX Solutions, LLC ("FX Solutions") cannot require a customer to do any "due diligence" on a third-party trading advisor ("Agent") prior to entering into an agreement with such Agent. However, FX Solutions encourages Customers to take such measures, and asks that Customers acknowledge that they have read and, at the minimum, considered taking the following recommended steps before entering into any agreement with an Agent.

1. Have the Agent provide you with a disclosure document that, at the minimum, provides: the Agent's biography, outlines the investment methodology, discloses the fees charged by the Agent, and discloses the risks associated with the investment methodology;
2. Check with the National Futures Association, National Association of Securities Dealer, or other investment-related regulatory bodies to ensure the Agent has never been denied registration, nor that he has any disciplinary history (please contact FX Solutions if you need assistance with such a background check);
3. Ask the Agent to provide you with references from existing clients;
4. Have your attorney or accountant verify the accuracy of any performance record provided to you by the Agent, and review any contractual agreement to be executed by and between you and the Agent.

I, the undersigned, represent and covenant that I have read and understand this "Third-Party Advisor Checklist":

<u>X</u>	<u>X</u>	
Primary Signature	Date	Joint Signature

TRANSFER OF ACCOUNT AUTHORIZATION

(For transferred funds from FCM accounts only)

TO:

Ladies and Gentlemen:

In connection with the undersigned customer ("Customer") having agreed to open an account with FX Solutions, LLC, for the trading of over-the-counter spot, forward, and options contracts for foreign currency (collectively, "foreign currency contracts"), Customer hereby authorizes FX Solutions, LLC, to present this document at its discretion to Customer's current foreign currency broker ("Broker"), whose name and address are set forth below, requesting the immediate transfer of Customer's account to FX Solutions, LLC.

Upon presentation of this document by FX Solutions, LLC, Broker is hereby directed to close out all open foreign currency positions held by Customer and transfer immediately to FX Solutions, LLC all funds, securities, or property deposited in such account to margin, or to secure such positions. FX Solutions, LLC, is further directed to send Customer a confirmation of the transfer.

CURRENT BROKER INFORMATION:

Name: _____

Address: _____

Fax #: _____

CUSTOMER INFORMATION:

Customer's Login Name: _____

Account No. _____

Amount to be transferred:

\$ _____ (usd)

FX SOLUTIONS WIRE INFORMATION:

Beneficiary: FX Solutions, LLC
The Chase Manhattan Bank
84 East Ridgewood Avenue
Ridgewood, NJ, 07450
ABA # 021000021
Account # 578-5003366-67

FX SOLUTIONS ADDRESS:

FX Solutions, LLC
127 East Ridgewood Avenue
Suite 201
Ridgewood, NJ, 07450
USA

X _____ X _____
Primary Signature Date Joint Signature Date

X _____ X _____
Primary Print Name Date Joint Print Name Date

CONSENT TO ARBITRATION
(Optional)

The undersigned Customer agrees that any controversy between the Customer and you or any of your affiliates, directors, officers, managers, managing members, members, employees or agents (hereafter referred to as "affiliated persons") arising out of or relating to the FX Solutions, LLC Foreign Currency Customer Agreement executed by the Customer or any other document or agreement now or hereafter existing that relates to the Customer's account or accounts with you, or any breach of any of them, or any transactions effected pursuant to them, shall be resolved by binding arbitration before a forum chosen in accordance with the following procedure. At such time as the Customer notifies you or any affiliated person that the Customer intends to submit a controversy to arbitration, or at such time as you or any affiliated person notify the Customer that you or they intend to submit a controversy to arbitration, the Customer will have the opportunity to choose a forum from a list of three or more qualified forums provided by you. A "qualified forum" is an organization whose procedures for conducting arbitrations comply with the requirements of CFTC Regulation 180.2.

As required by CFTC Regulation 180.3, you or the affiliated person(s) who are parties to any controversy arbitrated pursuant to this Agreement will pay any incremental fees which may be assessed by a qualified forum for provision of a mixed arbitration panel, unless the arbitrator(s) hearing the controversy determine that the Customer has acted in bad faith in initiating or conducting the arbitration. A "mixed arbitration panel" is an arbitration panel composed of one or more persons, a majority of whom are not members of a contract market or employed by or otherwise associated with a member of a contract market, or otherwise associated with a contract market.

Any award rendered in any arbitration conducted pursuant to this Agreement shall be final and binding on and enforceable against the Customer in accordance with the laws of the State of New York, and judgment may be entered on any such award by any court having jurisdiction thereof.

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION ("CFTC") AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.

THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU: (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW; AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR FX SOLUTIONS, LLC OR ANY AFFILIATED PERSON MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF FX SOLUTIONS, LLC OR ANY AFFILIATED PERSON INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU ARE FURTHER ADVISED THAT IF YOU SEEK REPARATIONS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT AND THE CFTC DECLINES TO INSTITUTE REPARATION PROCEEDINGS, THE CLAIMS OR GRIEVANCES WILL BE SUBJECT TO THIS ARBITRATION AGREEMENT. YOU ARE FURTHER ADVISED THAT ASPECTS OF THE CLAIMS OR GRIEVANCES THAT ARE NOT SUBJECT TO THE CFTC'S REPARATIONS PROCEDURES (I.E., THAT DO NOT CONSTITUTE A VIOLATION OF THE COMMODITY EXCHANGE ACT OR THE REGULATIONS THEREUNDER) MAY BE SUBJECT TO THIS ARBITRATION AGREEMENT.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN AN ACCOUNT WITH FX SOLUTIONS, LLC. SEE 17 CFR 180.1-180.5.

The undersigned has read completely and understands the above Consent to Arbitration.

X	X		
Primary Signature	Date	Joint Signature	Date

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ from backup <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt	
	Sole proprietor withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply, or mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form
A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),** certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or

- Certify you are not subject to backup withholding, or**

- Claim exemption from backup withholding if you are a U.S. exempt payee.
If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.
Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.
What is a backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of
 - The IRS tells the requester that you furnished an incorrect TIN, or
 - The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
 - You do not certify to the requester that you are not subject to

such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.
You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper

backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).
Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**
Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may

during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to

enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain

Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive

other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give Name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole	The owner ³

For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district,	The public entity

or prison) that receives agricultural program payments
--

¹ List first and circle the name of the person whose number you furnish. If only one person whose number you furnish. If only one person on a joint account has a SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.
³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).
⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)
 Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

IF YOU ARE NOT SUBJECT TO U. S. INCOME TAX REGULATIONS, YOU MUST ALSO COMPLETE THE W-8 BEN TAX FORM FOUND ON THE FOLLOWING PAGE.

**Certificate of Foreign Status of Beneficial Owner
 for United States Tax Withholding**

OMB No. 1545-1621

▶ **Section references are to the Internal Revenue Code.** ▶ **See separate instructions**
 ▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

Do not use this form for:

Instead, use Form:

- A U.S. citizen or other U.S. person, including a resident alien individual. W-9
- A person claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions). W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions). W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

- A person acting as an intermediary. W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner	2 Country of incorporation or organization
3 Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex Trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private Foundation	
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use P.O. box or in-care-of address.	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
5 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
6 U.S. taxpayer identification number (if required, see instructions) <input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN	7 Foreign tax identifying number, if any (optional)
8 Reference number(s) (see instructions)	

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

- a The beneficial owner is a resident of within the meaning of the income tax treaty between the United States and that country.
- b If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article of the treaty identified on line 9a above to claim a% rate of withholding on (specify type of income):.....
 Explain the reasons the beneficial owner meets the terms of the treaty article:

Part III Notional Principal Contracts

11 I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part VIII Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
- The beneficial owner is not a U.S. person,
- The income to which this form relates is not effectively connected with the conduct of a trade or business in the United States or is effectively connected but is not subject to tax under an income tax treaty, **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income for which I am providing this form or any withholding agent that can disburse or make payments of the income for which I am the beneficial owner.

Sign Here ▶

Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY) Capacity in which acting



127 East Ridgewood Ave. ♦ Suite 201 ♦ Ridgewood, NJ 07450
Phone: 201-345-2210 ♦ Fax: 201-345-2211

NEW CUSTOMER CONFIRMATION

Please complete this form as your FAX COVERSHEET, and fax to (201) 345-2211.

To:	FX Solutions LLC, New Accounts	From:	
Fax:	201-345-2211	Pages:	
Phone:	201-345-2210	Date:	
Re:		CC:	New Account Application

Mandatory faxed Pages: 5, 6, 7, 12, 13, 16, and Tax Forms

If required for completion, pages: 14, 15

FX Solutions LLC must receive the following in addition to the Trading Agreement

- 1) One form of identification from each account holder (i.e. Driver's license, Passport, Social Security Card)
- 2) Proof of residential address that is represented on account application (i.e. Utility bill, bank statement).

Comments: