



FOR OFFICE USE ONLY

Date: _____

Acct. #: _____

Commission RT \$: _____

IF JOINT:

Primary Person to Contact _____

Phone no. (_____) _____

ACCOUNT APPLICATION – INDIVIDUAL / JOINT / PARTERSHIP

Individual

Joint / Partnership*

Name of Client Contact _____

House / Office No. _____

Address _____

City _____ State _____ Zip _____ Country _____

Mobile/Phone _____ Fax _____ Email _____

Complete only if mailing address is different than home street address above:

Address _____

City _____ State _____ Zip _____ Country _____

Date of birth _____ Marital status _____ Number of dependents _____

Employer _____ Nature of business _____

Business street address _____

City _____ State _____ Zip _____ Country _____

Business telephone no. (_____) _____ Position _____

E-mail address _____ Portable/Cellular phone no. (_____) _____

Fax no. (_____) _____

Nominees Details

1. Name _____ Birth Date _____ Relation _____

2. Name _____ Birth Date _____ Relation _____

3. Name _____ Birth Date _____ Relation _____

Annual income:

\$25,000-\$49,999 \$50,000-\$100,000

more than \$100,000 if less than \$25,000,
please specify exact amount:

Net worth (excluding equity in home):

\$50,000-\$99,999 \$100,000-\$249,999

\$250,000-\$499,999 \$500,000-\$1,000,000

More than \$1,000,000 if less than \$50,000,
please specify exact amount:

Initial _____



SEVEN STAR FX LTD.

Estimated liquid net worth (excluding residence):

- \$25,000-\$49,999 \$50,000-\$100,000
- \$100,001-\$500,000 more than \$500,000
- if less than \$25,000,

please specify exact amount: _____

Residence: Own Rent Other

Are you related to any employee of Seven Star FX LTD.?..... YES NO

If YES, please write name and position:

Are you a member of any exchange? YES NO

If Yes which Exc. _____

Investment experience: YES (# of years) NO

Forex _____

Future CFDs _____

Futures _____

Does any person other than the owner(s) of the account have authority to trade this Account?

- YES NO

If YES, please list their name(s) and submit the separate book called MANAGED ACCOUNT AUTHORIZATION.

Primary trading objective:

- Speculation Hedging

Do you intend to trade security futures or narrow-based index products? YES NO

Security futures and narrow-based index products trading objective: Speculation Hedging

Bank Details

Name _____

Type _____

Address _____

Acct. # _____

**** If this is a Joint Account (INCLUDING joint with spouse), please attach the separate account application form for each owner.***

Initial _____



CUSTOMER AGREEMENT

In consideration of Seven Star FX LTD., (hereinafter referred to as "Seven Star FX LTD.") acting as broker and accepting one or more accounts in FOREX, commodities, commodity futures contracts, CFDs (Contract for Difference) on Futures or other product approved for trading by Seven Star FX LTD.'s regulatory authorities for the undersigned ("Customer"), it is agreed with respect to all accounts, whether upon margin or otherwise, which Customer now has or may at any future time have with Seven Star FX LTD., including accounts from time to time closed and then reopened, as follows:

1. AUTHORIZATION.

Customer authorizes Seven Star FX LTD. To purchase and sell FOREX, futures contracts, Future CFDs for Customer's account in accordance with Customer's oral or written instructions. Customer hereby waives any defense that any such instructions were not in writing as may be required by any law, rule, or regulation. The authority hereby conferred shall remain in force until written notice of its revocation signed by Customer.

2. GOVERNMENTAL AND EXCHANGE RULES.

All transactions shall be subject to the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations of the exchange, board of trade, contract market or other market (and its clearing house, if any) where executed and to all applicable federal and state laws and regulations. If any statute, rule, or regulation shall hereafter be adopted by any governmental authority, exchange, board of trade, clearing house, or self regulatory organization which shall be binding upon Seven Star FX LTD. and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule, or regulation, and all other provisions of this agreement and provisions so modified shall in all respects continue in full force and effect. This paragraph is solely for Seven Star FX LTD.'s protection and Seven Star FX LTD.'s failure to comply with any such statute, rule or regulation shall not be a breach of this agreement or other wise impose liability upon Seven Star FX LTD. to Customer nor relieve Customer of any obligations under this agreement.

3. MARGINS. Customer shall provide to and maintain with Seven Star FX LTD. margin in such amounts and in such form as Seven Star FX LTD., in its sole discretion, from time to time may determine. Such margin requirements established by Seven Star FX LTD. may exceed the margin required of Seven Star FX LTD. by an exchange. Seven Star FX LTD. may change margin requirements in its sole discretion at any time. If Seven Star FX LTD. determines that

additional margin is required, Customer agrees to deposit with Seven Star FX LTD. such additional margin when and as required and demanded by Seven Star FX LTD., and will promptly meet all margin calls in such manner as Seven Star FX LTD. shall designate in its sole discretion. Notwithstanding any demand for additional margin, Seven Star FX LTD. at any time may proceed in accordance with paragraph 5 below, and any failure to proceed shall not be deemed a waiver of any rights by Seven Star FX LTD. No previous margin shall establish any precedent. Seven Star FX LTD. shall not be liable to Customer for the loss of any margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship, or assignment for the benefit of creditors of any bank, another clearing broker, exchange, clearing organization, or similar entity.

4. SECURITY AGREEMENT AND TRANSFER AUTHORIZATION.

(a) All funds, securities, commodities, futures contracts, and other property of the Customer which Seven Star FX LTD. at any time may be carrying for Customer (either individually, jointly with others, or as a guarantor of the account of another person) or which at any time may be in Seven Star FX LTD.'s possession or control or carried on its books for any purpose, including safekeeping, are to be held by Seven Star FX LTD. as security and subject to a general lien and right of set-off for all liabilities of Customer to Seven Star FX LTD. or any affiliate of Seven Star FX LTD.. **From time to time, Seven Star FX LTD. in its sole discretion, without prior notice to Customer may, apply or transfer any funds (including segregated funds) or other property interchangeably between any of Customer's accounts at Seven Star FX LTD. or an affiliate of Seven Star FX LTD. as may be necessary for margin or to satisfy or reduce any deficit or debit balance in any such account. Within a reasonable time after any such transfer, Seven Star FX LTD. will confirm the transfer in writing to Customer.**

(b) All contracts carried for Customer by Seven Star FX LTD. shall be segregated as required by the related Exchange Act. Customer will not be permitted to make or change an election concerning account type. Subject to such segregation requirements, Customer hereby grants to Seven Star FX LTD. the right to pledge, repledge, hypothecate, rehypothecate, or invest, either separately or with the property of other customers, any securities or other property held by Seven Star FX LTD. for the accounts of Customer or as collateral therefore, including without limitation to any exchange or clearing house through which trades of Customer are executed. Seven Star FX LTD. shall be under no obligation to pay to Customer or account for any interest, income or benefit derived from such property and funds or to

Initial _____



deliver the same securities or other property deposited with or received by Seven Star FX LTD. for the account of Customer. Seven Star FX LTD. may deliver securities or other property of like or equivalent kind or amount.

(c) Any rights Seven Star FX LTD. has under this agreement for purposes of cross-collateralization and Customer default may be exercised by any affiliate of Seven Star FX LTD. in connection with property and positions of Customer with such Seven Star FX LTD. affiliate. As security for the payment of all Customer's obligation and liabilities to a Seven Star FX LTD. affiliate, each Seven Star FX LTD. affiliate shall have a continuing priority security interest in all property in which Customer has an interest held by or through a Seven Star FX LTD. affiliate. In order to satisfy and outstanding liability or obligation of Customer at a Seven Star FX LTD. affiliate, such affiliates, at any time and without prior notice, may use, apply or transfer any such property and collateral interchangeably between and among themselves. In the event of a breach or default under this agreement or any other agreement Customer may have with a Seven Star FX LTD. affiliate, each Seven Star FX LTD. affiliate shall have all rights and remedies available to a secured creditor under any applicable law in addition to the rights and remedies provided herein.

5. LIQUIDATION OF ACCOUNTS.

In the event of (a) the death or judicial declaration of incompetency of Customer, (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, by or against Customer, or any one of the Customers if this is a joint account, (c) the filing of an attachment against any of Customer's accounts carried by Seven Star FX LTD., (d) insufficient margin as determined by Seven Star FX LTD. in its sole discretion, or Seven Star FX LTD.'s determination that any collateral deposited to protect one or more accounts of Customer is inadequate, regardless of current market quotations, to secure the account, or (e) any other circumstances or developments that Seven Star FX LTD. deems to require action necessary for its protection, Seven Star FX LTD. is hereby authorized, according to its judgment and in its sole discretion, to take one or more or any portion of the following actions: (1) satisfy any obligation Customer may have to Seven Star FX LTD., either directly or by way of guaranty or suretyship, out of any of Customer's funds or property in the custody or control of Seven Star FX LTD.; (2) sell any or all futures contracts, commodities, Forex or securities held or carried for Customer or purchase any or all futures contracts, commodities, Forex or securities held or carried as a short position for Customer; and (3) cancel any or all outstanding orders, contracts, or any other commitments made on behalf of Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice or advertisement to Customer, his personal representatives, heirs, executors, administrators, legatees, or assigns, and regardless of whether the ownership interest

shall be solely Customer's or held jointly with others. In liquidating Customer's long or short position, Seven Star FX LTD., in its sole discretion may sell or purchase in the same contract month or initiate new long or short positions in order to establish a spread or straddle which in Seven Star FX LTD.'s judgment may be necessary or advisable to protect existing positions in Customer's account. Any sales or purchases hereunder may be made according to Seven Star FX LTD.'s judgment and at its discretion on any exchange or other market where such business is then usually transacted or at public auction or at private sale, and Seven Star FX LTD. may purchase the whole or any part thereof free from any right of redemption. It is understood that, in all cases, a prior demand, call, or notice of the time and place of a sale or purchase shall not be considered a waiver of Seven Star FX LTD.'s right to sell or buy without demand or notice as herein provided. Customer at all times shall be liable for the payment of any debit balance upon demand by Seven Star FX LTD., and shall be liable for any deficiency remaining in Customer's account(s) in the event of the liquidation thereof in whole or in part by Seven Star FX LTD. or by Customer. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of Customer due to Seven Star FX LTD., Customer promptly shall pay, upon demand, the deficit and all unpaid liabilities, together with interest thereon and all costs of collection including reasonable attorneys' fees. Customer agrees to pay all expenses, including attorneys' fees, incurred by Seven Star FX LTD. To collect any debit balances in Customer's account or to defend any unsuccessful claim Customer may bring against Seven Star FX LTD..

6. EXPIRY MONTH LIQUIDATION INSTRUCTIONS.

Liquidating instructions on open positions maturing in a current expiry month must be given to Seven Star FX LTD. at least five (5) business days prior to the first notice day in the case of long positions and, in the case of short positions, at least five (5) business days prior to the last trading day. If instructions are received, Seven Star FX LTD. without notice, may liquidate Customer's position behalf of Customer upon such terms and by such methods which Seven Star FX LTD. deems feasible.

7. CHARGES. Customer agrees to pay such brokerage, commission and account charges and fees as Seven Star FX LTD. May establish and change from time to time. Customer agrees to be liable to Seven Star FX LTD. for interest on amounts due from Customer to Seven Star FX LTD. at the rates customarily charged by Seven Star FX LTD. In the event Customer's account is transferred to another broker, a transfer charge shall apply.

8. STATEMENTS AND CONFIRMATIONS.

Customer acknowledges that Customer is bound to the actual executions of transactions on the exchanges, and understands that all reports of execution, price quotations and other market information are subject to change and

Initial _____



errors as well as delays in reporting. Customer agrees that reliance upon such information is at his own risk. Confirmations of trades and any other similar notices, including but not limited to purchase and sale statements, sent to Customer shall be conclusive and binding unless Customer notifies Seven Star FX LTD. to the contrary, (i) where a report is made orally, at the time delivered to Customer, or (ii) where a report or notice is in writing, prior to the opening of trading on the next day following delivery of the report on which the relevant Exchange is open for business. Customer's account shall be conclusive and binding unless Customer notifies Seven Star FX LTD. to the contrary immediately upon delivery to the Customer. **ANY OBJECTION OF CUSTOMER TO A TRADE CONFIRMATION OR SIMILAR NOTICE OR A MONTHLY STATEMENT MUST BE MADE IN WRITING AND DIRECTED TO SEVEN STAR FX LTD.'S COMPLIANCE DEPARTMENT, WITHIN THE TIME PERIOD SET FORTH ABOVE. THE FAILURE OF CUSTOMER TO PROVIDE SUCH TIMELY WRITTEN OBJECTION IN THE MANNER SPECIFIED SHALL CONSTITUTE RATIFICATION OF ALL ACTIONS TAKEN BY SEVEN STAR FX LTD. OR ITS AGENTS.**

9. COMMUNICATIONS. Reports, statements, notices and any other communications may be transmitted to Customer at the address given in the Account Application, or to such other address as Customer may from time to time designate in writing. All communications so sent, whether by mail, fax, air courier, messenger email, internet access, or otherwise, shall be deemed transmitted when deposited in the United States mail, or when received by a transmitting agent, and deemed delivered to Customer, whether actually received by Customer or not.

10. COMMUNICATION DELAYS. Seven Star FX LTD. shall not be held responsible for delays in the transmission or execution of orders due to a breakdown or failure of transmission or communication facilities, or for any other cause beyond Seven Star FX LTD.'s control.

11. CURRENCY FLUCTUATION RISK. If Customer directs Seven Star FX LTD. to enter into any transaction to be effected in a foreign currency: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Customer's account and risk; (b) all initial and subsequent deposits for margin purposes shall be made in U.S. dollars in such amounts as Seven Star FX LTD. in its sole discretion may require; and (c) Seven Star FX LTD. is authorized to convert funds in Customer's account into and from such foreign currency at an exchange rate determined by Seven Star FX LTD. in its sole discretion on the basis of then prevailing exchange rates. Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation that may offer different or diminished investor protection. Domestic

regulatory authorities will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions.

12. TRADING RECOMMENDATIONS.

Customer acknowledges that (a) any market recommendations and information communicated to Customer by Seven Star FX LTD. do not constitute an offer to sell or the solicitation of an offer to buy any commodity or futures contract; (b) such recommendations and information, although based upon information obtained from sources believed by Seven Star FX LTD. to be reliable, may be incomplete and may not be verified; and (c) Seven Star FX LTD. makes no representation, warranty or guaranty as to and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Customer. Customer understands that Seven Star FX LTD.'s officers, directors, affiliates, stockholders, employees, or representatives may have a position in and may intend to buy or sell commodities or futures contracts which are the subject of market recommendations furnished to Customer, and that **Seven Star FX LTD.** the market position of any such officer, director, affiliate, stockholder, employee, or representative may or may not be consistent with the recommendations furnished to Customer by Seven Star FX LTD.. Seven Star FX LTD. makes no representation, warranty, or guaranty with respect to tax consequences of Customer's transactions.

13. CUSTOMER REPRESENTATIONS.

Customer represents that the information contained in the Account Application is true, correct, and not misleading in any respect, and agrees that he will promptly notify Seven Star FX LTD. In writing if any of the information or representations contained therein materially changes or ceases to be true and correct in any material respect. Customer further represents that he is of legal age and sound mind and that, except as disclosed in writing to Seven Star FX LTD., no one except Customer has an interest in any account or accounts carried for Customer by Seven Star FX LTD.

Customer further represents that he is not an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange, any firm registered on any exchange, any futures commission merchant, any introducing broker, or any bank, trust, or insurance company. In the event that Customer becomes so employed, he will promptly notify Seven Star FX LTD. in writing of such employment. Customer further represents that he has full power and authority to enter into this agreement and to engage in transactions in futures contracts of the kind contemplated herein and that execution of this agreement, performance of duties hereunder, and the trading of futures contracts by customer are not prohibited by any law, rule, regulation, agreement or otherwise.

Initial _____



14. TRADING LIMITATIONS. Seven Star FX LTD. at anytime in its sole discretion may limit the number of positions which Customer may maintain or acquire through Seven Star FX LTD. Customer agrees not to exceed the position limits established by the CFTC or any contract market, whether acting alone or with others, and to promptly advise Seven Star FX LTD. if Customer is required to file any reports on positions.

15. CONSENT TO CROSS TRANSACTIONS.

This consent is being provided in order to comply with exchange rules regarding cross trade procedures and the execution of trades in which a floor broker or brokerage firm may be directly or indirectly involved as a principal to a transaction on any exchange that, from time to time, adopts rules requiring customer consent for these transactions. Customer hereby consents that Seven Star FX LTD. ("Seven Star FX LTD."), its agents, or floor brokers handling Seven Star FX LTD. orders, may, without prior notice, execute Customer's orders in which Seven Star FX LTD., its directors, officers, employees, agents, or the floor broker, may directly or indirectly, become the buyer to Customer's sell order or the seller to Customer's buy order, provided that such executions are made in accordance with exchange rules and any applicable provisions of the related Exchange Act or regulations of the Exchange. This consent shall be continuous and remain in effect until revoked in writing by Customer.

16. NO WAIVER OR AMENDMENT.

No provision of this agreement may be waived or amended unless the waiver or amendment is in writing and signed by an authorized officer of Seven Star FX LTD. No waiver or amendment of this agreement shall be implied from any course of dealing between the parties or from any failure by Seven Star FX LTD. or its agents to assert its rights under this agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable.

17. GOVERNING LAW / PARTIAL INVALIDITY.

This agreement and its enforcement shall be governed by the internal laws. Wherever possible, each provision **Seven Star FX LTD.** of this agreement shall be interpreted in such a manner as to be valid and effective under applicable law, but if any provision of this agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

18. BINDING EFFECT. This agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with Seven Star FX LTD., irrespective of any change or changes at any time in the personnel of Seven Star FX LTD. or its successors, assigns, or affiliates, for any cause whatsoever; shall inure to

the benefit of Seven Star FX LTD. And its successors and assigns, whether by merger, consolidation or otherwise; and shall be binding upon Customer and the estate, executors, administrators, legal representatives, successors and assigns of Customer. Customer hereby ratifies all transactions with Seven Star FX LTD. 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, which supersedes all other customer agreements between Seven Star FX LTD. and Customer.

19. TERMINATION.

This agreement shall continue in effect until terminated and may be terminated by Customer at anytime when Customer has no positions and no liabilities held by or owed to Seven Star FX LTD. or at any time whatsoever by Seven Star FX LTD.; provided, however, that any such termination shall not affect any transactions theretofore entered into and shall not relieve either party of any obligations in connection with any debit or credit balance or other liability or obligation incurred prior to such termination.

20. INDEMNIFICATION.

Customer agrees to indemnify Seven Star FX LTD. and hold Seven Star FX LTD. harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorneys' fees, incurred by Seven Star FX LTD. because any of the Customer's representations and warranties shall not be true and correct or the agreements made herein by Customer shall not be fully and timely performed. Customer also agrees to pay promptly to Seven Star FX LTD. all damages, costs and expenses, including attorneys' fees, incurred by Seven Star FX LTD. in the enforcement of any of the provisions of this agreement.

21. RECORDING.

(a) Customer understands that Seven Star FX LTD. in its sole discretion may record, on tape or otherwise, any telephone conversation between Seven Star FX LTD. and Customer. Customer hereby agrees and consents to such recording and waives any right Customer may have to object to the admissibility into evidence of such recording in any legal proceeding between Customer and Seven Star FX LTD. or in any other proceeding to which Seven Star FX LTD. is a party or in which Seven Star FX LTD.'s records are subpoenaed. (b) Absent a separate written agreement with Customer or an advisor duly authorized to act on Customer's behalf, Seven Star FX LTD. In its sole discretion may, but shall not be obligated to, accept futures contracts from other brokers executed by such brokers for clearance and maintenance in Customer's account. If Seven Star FX LTD. and Customer enter into a separate give-up agreement, this agreement will control in the event of any conflict between such agreements.

Initial _____



22. TERMS AND HEADINGS.

The term "Seven Star FX LTD." shall be deemed to include Seven Star FX LTD., and its agents, successors and assigns; the term "Customer" shall be deemed to refer to the party or parties executing this agreement. All pronouns shall be deemed to refer to the feminine or the masculine, as the gender of Customer requires. If this is a joint account, the singular shall mean, where appropriate, all owners of an account and the statements, agreements, representations and warranties set forth herein shall be deemed to have been made by each owner of the account. The paragraph headings in this agreement are inserted for convenience of reference only and are not intended to limit the applicability or affect the meaning of any of its provisions.

23. JOINT ACCOUNT PROVISIONS.

(a) If this account is held by more than one (1) person, all of the joint holders are jointly and severally liable to Broker for any and all obligations arising out of transactions in the account and agree to be bound by all terms and conditions of the Customer Agreement signed by each party. Broker is authorized to accept instructions and to send confirmations to any one of the joint owners, and the Customer hereby further appoints any and all of said joint owners as Customer's agent for receipt of confirmations and hereby waives any right to receive confirmations otherwise. Any one or more of the joint owners shall have full authority for the account and risk in the name of the joint account. (b) If this account is a joint account, in the event of the death of any of the Customers, the survivor(s) shall immediately give Seven Star FX LTD. written notice thereof, and Seven Star FX LTD., before or after receiving such notice, may take such action, institute such proceedings, require such papers, retain such portion of the account, and restrict transactions in the account as Seven Star FX LTD. may deem advisable to protect Seven Star FX LTD. against any tax, liability, penalty, or loss under any present or future laws or otherwise.

Seven Star FX LTD. The estate(s) of any of the Customers who shall have died shall be liable, and the survivor(s) shall continue to be liable, to Seven Star FX LTD. for any debit balance or loss in the account in any way resulting from the completion of transactions initiated prior to the receipt by Seven Star FX LTD. of the written notice of the death of the decedent, or incurred in the liquidation of the account, or the adjustment of the interests of the respective parties. (c) If this account is held by tenants in common, then, in the event that the account is closed or upon receipt of a certified document evidencing death or legal incapacity of any tenant, the account shall be divided in equal shares unless Broker is otherwise notified, in writing, signed by all joint owners of the amounts to be distributed to the individual joint owners. (d) If this account is held by the parties as joint tenants with rights of survivorship, then, upon receipt of a certified document evidencing death or legal incapacity of one of the parties, the remaining party or parties shall continue this account in their

name as sole or joint owners with all the terms and conditions of said account continuing in full force and effect.

24. PARTNERSHIP PROVISION.

Where Customer is a partnership, the event of the dissolution or the termination of the Customer or the dissolution, termination or withdrawal of a general partner of the Customer by death, retirement, or for any other reason, the remaining partners immediately shall give Seven Star FX LTD. written notice thereof and Seven Star FX LTD. may, before or after receiving such notice, close the account(s) of Customer and proceed in accordance with paragraph 5 above and take such action, institute such proceeding, require such papers, retain such portion of the account(s) or restrict transaction in the account(s) as Seven Star FX LTD. may deem advisable to protect Seven Star FX LTD. against any liability, tax, or penalty under any present or future laws or otherwise. The estate of any of the general partners who shall have died shall be liable, and each survivor shall continue to be liable to Seven Star FX LTD. for any debit balance or loss in said account(s) resulting from the completion of transactions initiated prior to receipt by Seven Star FX LTD. of such written notice or incurred in the liquidation of the account(s) or the adjustment of the interests of the respective parties.

25. JURISDICTION, VENUE, WAIVER OF JURY TRIAL AND SHORTENING OF LIMITATIONS PERIOD.

Customer agrees that any civil action, arbitration or other legal proceeding between Seven Star FX LTD. or its employees or associated persons, on one hand, and Customer, on the other hand, arising out of or relating to this agreement on Customer's account shall be brought, heard and resolved only by a tribunal located in Tortola, British Virgin Islands and Customer hereby waives the right to have such proceeding transferred to any other location. In addition, Customer hereby waives trial by jury in any such action or proceeding. No action, regardless of form, arising out of or relating to this agreement or transactions hereunder may be brought by Customer more than one year after the cause of action arose, Customer hereby submits and consents to personal jurisdiction court in Tortola, British Virgin Islands and appoints and designates Seven Star FX LTD. (or any other party whom Seven Star FX LTD. may from time to time hereinafter designate) as Customer's true and lawful attorney-in-fact and duly authorized agent for service of legal process, and agrees that service of such process upon Seven Star FX LTD. or such other party shall constitute personal service of such process upon Customer; provided, that Seven Star FX LTD. or such other party shall, within five days after receipt of any such process, forward the same by air courier or by certified or registered mail, together with all papers affixed thereto, to Customer at Customer's last known mailing address. **Seven Star FX LTD.**

Initial _____

**26. RISK ACKNOWLEDGEMENT.**

Customer acknowledges that investment in futures contracts is speculative, involved a high degree of risk and is suitable only for persons who can assume risk of loss in excess of their margin deposits. Customer understands that because of the low margin normally required in futures, Forex & CFDs trading, price changes in futures contracts may result in significant losses, which losses may substantially exceed Customer's margin deposits. Customer represents that Customer is willing and able, financially and otherwise, to assume the risks of futures trading, and in consideration of Seven Star FX LTD.'s carrying Customer's account(s), Customer agrees not to hold Seven Star FX LTD. responsible for losses incurred through following its trading recommendations or suggestions or those of its employees,

agents or representatives. Customer recognizes that guarantees of profit or freedom from loss are impossible of performance in futures trading, acknowledges that Customer has received no such guarantees from Seven Star FX LTD. or from any of its representatives, and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

27. ACCEPTANCE. This agreement shall not be deemed to be accepted by Seven Star FX LTD. or become a binding contract between Customer and Seven Star FX LTD. until approved by Seven Star FX LTD.'s new accounts department.

THIS IS A CONTRACTUAL AGREEMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING. BY SIGNING THIS AGREEMENT, CUSTOMER REPRESENTS AND WARRANTS TO BROKER THAT ALL INFORMATION SUPPLIED TO BROKER IN THIS OR ANY OTHER ACCOUNT FORM IS TRUE AND ACCURATE, AND THAT CUSTOMER SHALL INFORM BROKER IN WRITING OF ANY CHANGES TO SUCH INFORMATION WHEN SUCH CHANGES OCCUR. SEVEN STAR FX LTD. IS HEREBY AUTHORIZED TO VERIFY ALL INFORMATION PROVIDED BY CUSTOMER(S) HEREIN. I (WE) HEREBY REQUEST SEVEN STAR FX LTD. TO OPEN A TRADING ACCOUNT IN THE NAME(S) SET FORTH IN THIS APPLICATION. I (WE) HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THE CUSTOMER AGREEMENT GOVERNING THE ACCOUNT AND AGREE TO BE BOUND BY THEM AS CURRENTLY IN EFFECT.

IF JOINT:

Customer's Signature

Joint Customer's Signature

Print Name

Print Name

Date

Date

Initial _____



CUSTOMER ACKNOWLEDGEMENT AGREEMENT

CUSTOMER ACKNOWLEDGEMENT:

I hereby acknowledge that I have received, read and understood the Risk Disclosure Statement.

IF JOINT:

Customer's Signature

Joint Customer's Signature

Print Name

Print Name

Date

Date

Initial _____