

CLIENT AGREEMENT

The Client Agreement (the 'Agreement'), including the schedules as amended from time to time, is the document which governs the relationship between you (also referred to as 'Client', 'Customer', 'your' as appropriate) and Asset Prime Limited (hereafter referred to as "Asset Prime", 'us', 'we' and 'our' as appropriate) concerning the services we provide and your activity with us.

PREFACE

A. The Client wishes to deal in FOREX (Foreign Exchange) and CFDs Currency, Spot Metals & Futures, CFDs (contract for difference) on Commodities & Energies, CFDs (contract for difference) on Indices, and Shares with Ventura Prime in accordance with the terms of this agreement.

B. Asset Prime Limited is a Forex service provider registered in 39A, Spring Bank Hull, England (with registration number 13731552).

AGREEMENT

The Client and Asset Prime agree that the Client Agreement, Risk Disclosure Agreement and Client Acknowledgement are one agreement for the purposes of this agreement.

DEFINITIONS AND INTERPRETATIONS

Unless otherwise stated in this Agreement, the definitions are as follows:

Authorized Signatory means a person who has been authorized in writing by the client to transact on the client's account.

Client means the person(s) who have executed the client account form and acknowledges to have read, understood and agreed to the terms of this document.

Discretionary Account means an account where the client has authorized another person(s) to trade that account on the client's behalf.

Long Position means where a person holds an excess of purchase over sales of the relevant commodity, currency or other investment instrument.

Off-Exchange means a market for trading Contracts that are not executed through an Exchange.

Short Position means where a person holds excess sales over purchase of a relevant commodity, currency or investment instrument.

Spot means the price that is quoted for immediate (spot) settlement (payment and delivery). Spot settlement is normally one or two business days from trade date.

Underlying Asset or Index The underlying asset, property or index with reference to which the value of a Contract is determined

1. Application of Rules

The Client and Asset Prime agree that the terms of their relationship in respect of Forex, CFDs Currency, Spot Metals & Futures, CFDs (contract for difference) on Commodities & Energies, CFDs (contract for difference) on Indices, Shares, Futures and options, Spot Contracts and any dealings between them concerning these products are subject and bound by this Agreement.

2. Client to Provide Information

The Client must take all reasonable steps to deliver information or documentation to Asset Prime, or cause information or documentation to be delivered to Asset Prime concerning any products which are requested by a person having a right to request such information or documentation. Asset Prime is authorized to produce the information or documentation to the person making the request.

3.Risk and Financial Objectives

3.1 The Client acknowledges that they have read and understood:

- (a) The Client Agreement and Disclosure Statement; and
- (b) Details of the contract specifications of Spot Contracts in which the Company will deal on behalf of the Client.

3.2 The Client acknowledges that trading in Spot incurs a risk of loss as well as a potential for profit, and may create an obligation to give or take delivery, or make a cash adjustment, in accordance with the terms of a Contract.

3.3 The Client acknowledges that it has given careful consideration to its objectives, financial situation and needs and has formed the opinion that dealing in Spot Contracts is suitable for the Client's purposes.

4.Nature of Asset Prime obligations and rights of the Client

4.1 Asset Prime may deal in Spot Contracts as principal on its own account and Ventura PrimeFX directors, partners or employees may deal in Spot Contracts on their own account.

4.2 Upon placing an Order with an Executing Dealer (which may or may not be Asset Prime), the Client acknowledges that the Executing Dealer incurs obligations, even though the Spot Contract may have been entered into on the Client's instructions.

4.3 Asset Prime is not required to act in accordance with the Client's instructions, where to do so would constitute a breach of this Client Agreement.

5.Asset Prime taking opposite position

The Client acknowledges that Asset Prime may, in certain circumstances, take the opposite position in a Spot Contract, either acting for another client or on its own account.

6.Rollover

At End of Day all customer open spot positions are closed out or rolled over to the next day.

7.Liability for margin calls

7.1 Liability to pay margin accrues at the time Spot Contract is executed regardless of when a call is made.

7.2 Liability to pay a variation margin accrues at the time the margin call comes into existence, regardless of if a call is made. Client positions may be closed in case of insufficient funds in the client account or any

market movements which Asset Prime may determine as risk to their capital where the client is in margin call.

7.3 The client shall maintain required funds in his account with Asset Prime to ensure that positions taken are not closed due to margin deficiency. Asset Prime may not communicate margin calls to the client and it shall be the client's responsibility to monitor and maintain the account.

8.Default

8.1 If:

- (a) the Client fails to pay, or provide security for, amounts payable to Asset Prime or fails to perform any obligation arising pursuant to the settlement of a Foreign Exchange and/or Spot Contract;
- (b) a guarantee or other security provided by the Client to Asset Prime is withdrawn or becomes ineffective; or
- (c) any other event occurs which Asset Prime and the Client have agreed in their Client Agreement entitled Asset Prime to take action under this clause 8; or
- (d) the Client fails to pay, or provide security for amounts payable to Asset Prime, then the Company reserves the right to close one or more Contracts and/or liquidate, sell or otherwise deal with Approved Securities, Collateral or other cover of the Client, in part or in whole, at the Company's sole discretion. Asset Prime assumes no responsibility and liability towards the Client in this regard; and

8.2 Asset Prime may, in addition to any other rights which it may have against the Client, without giving prior notice to the Client, take any action, or refrain from taking action, which it considers reasonable in the circumstance in connection with Foreign Exchange and Spot

Contracts entered into for the Client (including, without limitation, open positions arising from Foreign Exchange and Spot Contracts) and, without limitation, Asset Prime may enter into one or more transactions to effect the close out of one or more open positions.

8.3 The Client must account to Asset Prime as if those actions in 8.1 and 8.2 above were taken on the instruction of the Client and, without limitation, is liable for any deficiency and is entitled to any surplus which may result.

9.Commissions and fees

9.1 The Client must pay to Asset Prime commissions, fees, taxes and charges in connection with dealing in Foreign Exchange and Spot Contracts for the Client at the rates determined by the Company from time to time and notified to the Client in writing from time to time.

9.2 All such commissions, fees, taxes and charges owed to Asset Prime will be accrued at time of transaction (as advised on each Client statement), and will be deducted from client funds.

10.Electronic Trading

The Client acknowledges that if Asset Prime provides the Client with access to an electronic order routing system, then the Client agrees and acknowledges that:

- (a) the Client has the necessary skills, facilities and procedures to operate such a system; and

- (b) the Client understands the risks and obligations attaching to the use of such a system, including the risks in trading through an electronic order routing system which is serviced by means of computer and telecommunication systems; and
- (c) the Client is bound by instructions it transmits to Asset Prime Dealer through the system; and
- (d) such systems may not be secure and cannot be operated in all circumstances without error and errors may result in delay in telecommunications services to the Client or interrupted or terminated services to the Client; and
- (e) Market information provided through the system may not be accurate or current and that the Client relies on Market Information at its own risk; and
- (f) the Client will maintain the confidentiality of passwords used to access the system and ensure all security procedures are implemented and followed as determined by Asset Prime; and
- (g) the Client's ability to trade through the system will be subject to limitations imposed by VenturaPrime FX; and
- (h) Asset Prime may restrict and terminate access to the system at any time without notice to the Client
- (i) Further, the Client agrees that it will not hold Asset Prime liable in anyway whatsoever in terms of system or component failure, telecommunications, power failure or anything else.

11. Right to refuse to deal

The Client acknowledges that Asset Prime may at any time refuse to enter into a Spot Contract for the Client, or may limit the Spot Foreign Exchange and/or Commodity Contracts it enters into for the Client. Asset Prime will notify the Client of any refusal or limitation as soon as practicable.

12. Termination of Client Agreement

Either the Client or Asset Prime may terminate this Client Agreement by giving 7 days' notice in writing to the other. But, in exceptional circumstances as determined by Asset Prime, they can terminate the agreement forthwith at his sole discretion.

13. Effect of termination

Termination does not affect the existing rights and obligations of the Client or Asset Prime at termination. Upon termination of this Client Agreement, Asset Prime will close out all Spot Contracts and close out, abandon or exercise any Spot Foreign Exchange Options Contracts not yet exercised, entered into by Asset Prime for the Client, unless, in accordance with a direction from the Client.

14. Call for funds or security

Asset Prime may call for payment of money or the provision of other security which VenturaPrime FX considers, in its absolute discretion, appropriate in connection with the obligations incurred by the Company in respect of Foreign Exchange and Spot Contracts entered into for the account of the Client. The time by which the Client must pay any amount called or provide security is of the essence and, if no other time is stipulated in the Client Agreement, the Client must pay the amounts, or provide the relevant security, within 24 hours.

15. Interest on Client Funds

Unless otherwise agreed in writing, the Client acknowledges that Asset Prime is entitled to any interest on money and property of the Client deposited with Asset Prime and invested by Asset Prime.

16. Discretionary Accounts

The Client acknowledges that neither Asset Prime nor its staff trade on a discretionary basis. If a staff member of Asset Prime approaches the client to trade on a discretionary basis the client is to reject such an offer and immediately notify Asset Prime of this approach.

17. Communications (Including Electronic Communications)

Save as otherwise agreed or where Applicable Regulations require otherwise, we will communicate with you, and send documents and other information to you in the address given by you into account opening form. Unless otherwise agreed or where Applicable Regulations require otherwise, you agree to communicate with us, and send documents and other information to us, in England.

Asset Prime Limited

39A, Spring Bank Hull, England.

Unless otherwise agreed, you accept that we may communicate with you by post, telephone, facsimile, electronic mail or through the Online Facility in order to provide you with dealing services or for any other related purpose.

18. Entire Agreement

The Client agrees that the Client Agreement, Risk Disclosure Agreement and Client Acknowledgement constitutes the entire agreement between Asset Prime and the Client and supersedes any prior agreement relating to the subject matter of this agreement or any prior declaration or statement both parties may have made. This agreement will become effective on the date that it is received and accepted by both parties.