

A close-up photograph of a middle-aged man with short dark hair and glasses, smiling warmly. He is wearing a light blue collared shirt. The background is softly blurred, suggesting an office or professional setting.

# Corporate Client Agreement



## **Boston Merchant Financial**

All the forms below are in **pdf writable format**. Please be sure to type all applicable information prior to printing and signing your application.



## CORPORATE CLIENT AGREEMENT INSTRUCTIONS

### Do not use this application if you are opening Individual or Joint Accounts.

Please follow the following instructions for opening your Corporate Trading Account with Boston Merchant Financial ("BMFN").

#### 1. Required Forms and Signatures.

- a. **Customer Trading Agreement.** Carefully read this agreement in its entirety and sign where applicable. The Customer Trading Agreement will be your contract with BMFN and will govern the relationship between you and BMFN. This document also contains important disclosures, relating to the risks associated with trading the products available through BMFN. You **MUST** read these disclosures carefully. If you have any questions please contact your BMFN representative.
- b. **Account Application.** Please carefully complete, provide all supplemental information and sign where directed.
- c. **Identification Documentation.** Please provide a copy of a passport or government issued identification (with photo and signature)
- d. **Discretionary Trading Authority/Power of Attorney and Third Party Trading Advisor Checklist.** If you intend for your account to be traded by a third party please read and complete the Discretionary Trading Authority/Power of Attorney form and the Third Party Trading Advisor Checklist provided.

- 2. After reviewing and completing all of the above forms, applications and agreements the Customer should forward these materials to:

1. By Fax: 1-514-907-7448

2. Scan and Email to: [account@bmf.com](mailto:account@bmf.com)

#### 3. Approval Process:

Upon BMFN's receipt of all required completed Customer account documents, BMFN will review your application and, assuming all requirements have been satisfied, will notify you via email that your account has been approved for trading. As soon as you have received notice that BMFN has approved your account, you may transfer funds to BMFN and begin trading.

- 4. **Transfer Funds to BMFN:** Please note that all of the following funding methods require the name on the originating account to be identical to the name on the account opened at BMFN.

#### 5. Wire Funds to BMFN

- a. Please wire USD funds to the following account:

<b>Beneficiary:</b>	<b>FundAdministration FBO Boston Merchant Financial, Ltd</b>
Bank:	Wachovia Bank NA
Address:	New York, NY
ABA:	0312-0146-7
Swift:	PNBPUS3N
Account No.	20000-3873-1310
Reference:	Client Name and Account Number

- b. **For parties seeking to fund their account in currencies other than US Dollars:** BMFN has established bank accounts in foreign countries for the purpose of holding that countries currency ("Nostro Accounts"). BMFN will exchange the funds to USD at the prevailing exchange rate and deposit into your trading account.

**BMFN may not make nor receive any payment via a third party.**

V.003

Any questions regarding your account application should be forwarded to your BMFN Account Representative or you may contact:

**E-MAIL:** [cfid@bmf.com](mailto:cfid@bmf.com)

## CORPORATE CLIENT AGREEMENT

In consideration of Boston Merchant Financial, or any of its affiliates, agreeing to carry one or more accounts of the undersigned (hereinafter referred to as "Client") and to provide services to Client in connection with the purchase and sale of Contracts for Difference (collectively referred to as "CFDs") on Equities, Futures, Currency and any similar instruments (collectively referred to as OTC "Contracts"), which may be purchased or sold by or through BMFN for Client's account(s), Client agrees as follows:

### 1. ESTABLISHMENT OF ACCOUNT.

Client understands, acknowledges and agrees that by executing this Agreement, and subject to the terms and conditions of this Agreement, an account will be established in the Client's name at Boston Merchant Financial, or any Boston Merchant Financial affiliate (collectively "BMFN"), that BMFN, in its sole discretion, may elect. Client further acknowledges that, subject to the terms and conditions herein, BMFN shall act as counterparty to all transactions conducted under this Agreement.

### 2. AUTHORIZATION TO TRADE.

BMFN is hereby authorized to purchase and sell OTC Contracts for Client's account(s) in accordance with Client's oral, written or electronic instructions. Unless instructed by Client to the contrary in writing, BMFN is authorized to execute all orders with itself as counterparty or with such other counterparties as BMFN deems appropriate.

### 3. GOVERNMENTAL, COUNTER PARTY INSTITUTION AND INTER-BANK SYSTEM RULES.

All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rules and interpretations of the counterparty institution or other inter-bank market (and its clearing organization, if any) where executed and to all applicable British Virgin Islands law. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, which shall be binding upon BMFN, 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. Client acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements, and Client shall not thereby be given any independent legal or contractual rights with respect to such requirements.

### 4. MARGIN AND DEPOSIT REQUIREMENTS.

Client shall deposit with BMFN collateral or margin in such amounts that BMFN, in its sole discretion, may require. Margin requirements will vary dependent on the electronic trading system and products traded. BMFN may change margin requirements at any time. Client agrees to deposit by immediate wire transfer such additional margin when and as required by BMFN and will promptly meet all margin calls by such methods as BMFN in its sole discretion designates. BMFN may at any time proceed to liquidate Client's account in accordance with paragraph 8 below, and any failure by BMFN to enforce its rights hereunder shall not be deemed a waiver by BMFN to enforce its rights thereafter. No previous collateral or margin requirement by BMFN shall preclude BMFN from increasing that requirement without prior notice. Margin calls are conclusive and binding unless objected to immediately in writing.

### 5. POSITION LIMITATION AND EXTRAORDINARY EVENTS.

BMFN retains the right to limit the amount and/or total number of open positions that Client may acquire or maintain at BMFN. BMFN reserves the right to refuse to accept any order. BMFN shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of BMFN including, without limitation, loss or damage resulting, directly or indirectly, from government restrictions, war, strikes, labor disruptions and terrorist acts. BMFN shall not be liable for damages caused by delays or inaccuracies in the transmission of orders or information due to a breakdown in or failure of any transmission or communication facilities, unauthorized access, theft or systems failures.

### 6. SETTLEMENT DATE AND ROLLOVERS.

In the absence of contrary instructions from Client, BMFN is authorized, in its absolute discretion, to rollover or offset all or any portion of the positions in Client's Account(s), maintained on any electronic trading platform and for any product, at Client's risk in advance of settlement dates. A position carried forward may be credited or debited interest charges until the position is closed. At its discretion, BMFN may elect to offer Client an interest free account whereby positions carried forward will not be credited or debited interest charges. Client agrees and acknowledges that if such an account is offered by BMFN to Client, BMFN has the authority to, at its own discretion and at anytime and for any reason, begin crediting and/or debiting interest charges to said account without prior notice to Client.

### 7. COLLATERAL AND LENDING AGREEMENT.

All funds, securities, currencies, and other property of Client that BMFN or its

affiliates may at any time be carrying for Client (either individually, jointly with others or as a guarantor of the account of any other person) or which may at any time be in its possession or control or carried on the books of BMFN for any purpose, including safekeeping, are to be held by BMFN as security and subject to a general lien and right of set-off for all obligations and liabilities of Client to BMFN whether or not BMFN has made advances in connection with such securities, currencies or other property, and irrespective of the number of accounts Client may have with BMFN. BMFN may in its discretion, at any time and from time to time, without notice to Client, apply and/or transfer any or all funds or other property of Client between any of Client's accounts. Client hereby also grants to BMFN the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Clients, to itself as broker or to others, any securities or other property of Client held by BMFN as margin or collateral. BMFN shall at no time be required to deliver to Client the identical property delivered to or purchased by BMFN for any account of Client. Should Client take delivery of currencies through settlement of trades, BMFN is obliged to make full payment for the delivery on 24 hours notice. If the balance in the Client's account is not adequate to pay for the delivery, the depository receipts

held in the name of Client or BMFN, as Client's agent or nominee, become property carried on margin in the Client's account, since they are not fully paid for by Client. This authorization shall apply to all accounts carried by BMFN for Client and shall remain in full force until all accounts are fully paid for by Client or notice of revocation is sent by BMFN.

### 8. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES.

In the event of: (a) the death or judicial declaration of incompetence of Client, (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Client, (c) the filing of an attachment against any of Client's accounts carried by BMFN, (d) insufficient margin, or BMFN's determination that any collateral deposited to protect one or more accounts of Client is inadequate, regardless of current market quotations, to secure the account, (e) Client's failure to provide BMFN any information requested pursuant to this agreement, or (f) any other circumstances or developments that BMFN deems appropriate for its protection, then, in BMFN's sole discretion, it may take one or more, or any portion of, the following actions: (i) satisfy any obligation Client may have to BMFN, either directly or by way of guaranty of surety, out of any of Client's funds or property in its custody or control, (ii) sell or purchase any or all Contracts, securities or property held or carried for Client, and (iii) cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Client. 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 to Client, Client's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Client's or held jointly with others. In liquidation of Client's long or short positions, BMFN may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in the sole discretion of BMFN may be advisable to protect or reduce existing positions in a Client's account. Any sales or purchases hereunder may be made at BMFN's discretion with any inter-bank or other market where such business is then usually transacted or at a public auction or private sale, and BMFN may purchase the whole or any part thereof free from any right of redemption. Client shall at all times be liable for the payment of any deficit balance in Client's account(s) upon demand by BMFN and in all cases, Client shall be liable for any deficiency remaining in Client's account(s) in the event of the liquidation thereof in whole or in part by BMFN or by Client. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all obligations and liabilities of Client owed to BMFN, Client shall promptly pay upon demand, the deficit together with interest thereon at a rate equal to three points above the then prevailing prime rate at BMFN's principal bank or the maximum interest rate allowed by law, whichever is lower. Client agrees to pay and shall be liable for all reasonable costs and expenses of collection, including but not limited to, attorney's fees, witness fees and travel expenses. In the event BMFN incurs expenses other than for the collection of deficits, with respect to any of Client's account(s), Client agrees to pay such expenses.

### 9. MONTHLY STATEMENTS AND CONFIRMATIONS.

Transaction confirmations of orders and monthly statements of account for Client shall be deemed correct and shall be conclusive and binding upon Client if not objected to immediately upon receipt and confirmed in writing within (1) business day after transmittal to Client by e-mail [cfid@bmf.com](mailto:cfid@bmf.com). Failure to object shall be deemed acceptance and ratification of all actions taken by BMFN or BMFN's agents prior to Client's receipt of said reports. Client's failure to receive a transaction confirmation shall not relieve Client of the duty to inquire of BMFN and to object as set out herein.

### 10. COMMISSIONS AND FEES.

Client agrees to pay all charges relating to the CFD transactions conducted by or through BMFN, including without limitation commissions, markups, mark-downs, transfer and cancellation charges, and inactive account fees. BMFN may adjust its charges without notice. All such charges shall be paid by Client as incurred and deducted from Client's account. BMFN may share such commissions or markups and mark-downs with an introducing broker or person who refers Client's account to BMFN.

**11. BMFN RESPONSIBILITIES.**

BMFN will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond BMFN's control or anticipation. BMFN shall only be liable for its actions directly attributable to gross negligence, willful default or fraud on the part of BMFN. BMFN shall not be liable for losses arising from the default of any agent or any other party used by BMFN under this Agreement. Since over-the-counter Contracts are not traded on an exchange, the prices at which BMFN is willing to deal or the quotes published by BMFN may differ from prices confirmed or quoted by other CFD market makers or dealers.

**12. CURRENCY FLUCTUATION RISK.**

If Client directs BMFN to enter into any CFD transaction: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the risk and account of Client; (b) all deposits for margin purposes if made in currency other than U.S. Dollars may be converted to U.S. Dollars, in such amounts as BMFN may in its sole discretion require; and (c) BMFN is authorized to convert funds in Client's account for margin into and from such foreign currency at a rate of exchange determined by BMFN in its sole discretion on the basis of the then prevailing money market rates.

**13. RISK ACKNOWLEDGMENT.**

Client acknowledges that investments in leveraged and non-leveraged transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss in excess of their margin deposit to carry CFD positions and may result in significant losses that substantially exceed Client's investment and margin deposit. Client represents and warrants to BMFN that Client is willing and able, financially and otherwise, to assume the risk of trading in CFD transactions, and in consideration of BMFN's carrying his/her account(s), Client agrees not to hold BMFN responsible for losses incurred through trading. Client recognizes that guarantees of profit or freedom from loss are impossible in trading Contracts. Client acknowledges that Client has received no such guarantees from BMFN or from any of its introducing or referring agents or other entities with whom Client is conducting his/her BMFN account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations. If Client has received any such guarantees or inducements, Client is advised to report such activity to BMFN as promptly as possible.

**14. CLIENT REPRESENTATIONS AND WARRANTIES.**

Client represents and warrants to BMFN that: (a) Client is of sound mind, legal age and legal competence, (b) no person other than Client has or will have an interest in Client's account(s), (c) regardless of any subsequent determination to the contrary, Client is suitable to trade Contracts and understands the risk inherent in such trading, (d) Client confirms that all funds deposited to his/her account are the property of the account owner and of no other person or entity, and (f) all the information provided by Client to BMFN in account applications or otherwise is true, correct and complete as of the date hereof, and Client will promptly notify BMFN of any changes in such information.

**15. DISCLOSURE OF FINANCIAL INFORMATION.**

Client agrees that should he/she have been introduced to BMFN by an Introducing Agent, BMFN is authorized to share all transaction history with that Introducing Agent, including trading history. Client represents and warrants to BMFN that the financial information disclosed to BMFN in this document is an accurate representation of Client's current financial condition and that Client has very carefully considered the portion of the Client's assets which the Client considers to be risk capital available for investment in Contracts. Client recognizes that risk capital is the amount of money Client is willing to put at risk and if lost would not, in any way, change Client's lifestyle. Client agrees to inform BMFN immediately if Client's financial condition changes in such a way as to reduce Client's net worth, liquid assets and/or risk capital.

**16. JOINT ACCOUNTS.**

If this account is held by more than one person, all of the joint and beneficial holders are jointly and severally liable to BMFN for any and all obligations arising out of all transactions in the account and each agree to be bound by all the terms and conditions of this Agreement. In addition, each person named on this account has authority: (a) to trade for the account subject to this Agreement, (b) to receive all correspondence and documents in respect to the account, (c) to receive or withdraw money from the account, (d) to execute agreements relating to the account, and (e) to deal with BMFN fully. BMFN, nevertheless, has the authority to require joint action by the parties to the account in matters relating to the account. BMFN has possession over the collateral in the account, whether owned by the holders individually or jointly. If a death occurs to one or more of the holders, BMFN shall be notified in writing and shown proof of a death certificate. All expenses due at the date of notification shall be charged to the account. Unless the Account Application Form for Joint Account states otherwise, then each holder is presumed to have an equal share in the account.

**17. 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 both Client and an authorized officer of BMFN. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by BMFN 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. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral

agreements and there are no other terms, conditions or obligations other than those contained herein.

**18. GOVERNING LAW AND JURISDICTION.**

This Agreement and the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder, or in connection with the transactions contemplated hereby, whether brought by Client or BMFN, shall be governed by the laws of the British Virgin Islands.

**19. JURISDICTION.**

Client agrees that any civil action, arbitration or other proceeding between BMFN and its employees or agents and Client arising out of or relating to this Agreement shall be commenced, heard and resolved only by a court of competent jurisdiction within the British Virgin Islands. Client hereby waives the right to have such proceeding transferred to another jurisdiction. No action hereunder or relating to this Agreement, shall be brought by Client more than one year after the date of the transaction giving rise to the cause of action regardless of when Client discovers the facts relating to the cause of action. Accordingly, Client hereby appoints BMFN (or any other party BMFN may designate) as Client's true and lawful attorney-in-fact and duly authorized agent for service of legal process; provided that BMFN or such other party shall within five days after receipt of such process, forward the same by air carrier or by certified or registered mail, together with all papers affixed thereto, to Client at his/her last known address.

**20. BINDING EFFECT.**

This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Client at any time opened or reopened with BMFN irrespective of any change at any time in the personnel of BMFN or its successors, affiliates or assigns. This Agreement including all authorizations, shall inure to the benefit of BMFN and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Client and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Client. Client hereby ratifies all transactions with BMFN affected prior to the date of this Agreement, and agrees that the rights and obligations of Client in respect thereto shall be governed by the terms of this Agreement.

**21. TERMINATION.**

This Agreement shall continue in effect until termination and may be terminated by Client at any time when Client has no obligations held by or owed to BMFN, upon the actual receipt by BMFN at its office of a written notice of termination, or at any time whatsoever by BMFN upon the transmittal of written notice of termination of any obligations set out in this Agreement. Termination by Client shall not relieve Client of the obligation to pay any deficit balance in the account.

**22. INDEMNIFICATION.**

Client agrees to indemnify and hold BMFN, its affiliates, subsidiaries, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by BMFN arising out of Client's failure to fully and timely perform Client's agreements herein or should any of Client's representations and warranties to BMFN fail to be true and correct. Client also agrees to pay promptly to BMFN all damages, costs and expenses, including attorney's fees, incurred by BMFN in the enforcement of any of the provisions of this Agreement and any other agreements between BMFN and Client.

**23. RECORDED CONVERSATIONS.**

Client agrees and acknowledges that all conversations may be recorded. Conversations relating to the account(s) between Client and BMFN personnel may be electronically recorded with or without the use of an automatic tone warning. Client further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Client or BMFN. Client understands that BMFN destroys such recordings at regular intervals in accordance with BMFN's established business procedures and hereby consents to such destruction.

**24. CREDIT.**

Client authorizes BMFN or its agents acting on behalf of BMFN to investigate Client's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as BMFN shall deem appropriate to verify information regarding Client. Client further authorizes BMFN to investigate Client's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker-dealers, banks, and compliance data centers as BMFN shall deem appropriate. Upon reasonable request made in writing by Client to BMFN, Client shall also be allowed, at Client's sole cost and expense, to copy such records.

## PRIVACY POLICY NOTICE

Boston Merchant Financial ("BMFN") believes that the privacy and security of an individual's personal financial information is important. Our most valued assets are our relationships with our Customers, and, therefore, we take your privacy concerns very seriously.

We apply the following policies with respect to all of our customers who are individuals, even though we are only required to apply them to individuals who use our services for personal, family or household purposes.

### 1. INFORMATION COLLECTION

To serve our customers better, BMFN collects certain financial information on our customers. In the case of individuals, BMFN may collect nonpublic personal financial information about you from the following sources:

- Application and Registration Information: Information that we receive from you on the customer account application that you complete and other account opening documents, including but not limited to, account name, mailing address, phone number(s), banking information, e-mail address, annual income, net worth, social security number, etc.
- Transaction History : Information about your transactions with BMFN, with our affiliate(s) and with nonaffiliated third parties in connection with opening or servicing your account, such as bank references.
- Credit Information: Information from a consumer reporting agency.

2. **INFORMATION DISCLOSURE.** BMFN does not disclose any of your nonpublic personal information to nonaffiliated third parties except as permitted by law and except as permitted under the terms and conditions agreed to in your Client Agreement. The law permits disclosure of your nonpublic personal information to nonaffiliated third parties in certain situations generally with respect to effecting, administering, enforcing, or servicing a transaction or financial product that you request or authorize.

From time to time, BMFN and our affiliate(s) may share your nonpublic personal information with one another in order for each of us to better serve you as our customer. The nonpublic personal information that we may disclose to one another as affiliates includes, but is not limited to:

- Application and Registration Information: Information that we receive from you on your account application form and other account opening documents, such as account name, mailing address, phone number(s), banking information, e-mail address, annual income, net worth, social security number, etc.
- Transaction History : Information about your transactions with us or about your transactions with nonaffiliated third parties that we receive in connection with opening or servicing your account.
- Credit Information: Information we receive from a consumer reporting agency.

### 3. DISCLOSURE OF FORMER CUSTOMER INFORMATION

BMFN does not disclose any nonpublic personal information of former customers, except as permitted by law. Thus, should you close your account and become an inactive/former customer, we will adhere to the measures delineated in this privacy policy.

### 4. INFORMATION SAFEGUARDS

BMFN maintains physical, electronic and procedural safeguards to guard your nonpublic personal information. As a result, only authorized employees who need to know your information in order to provide you with products or services will have access to your nonpublic personal information. We restrict the access of authorized employees to nonpublic personal information for business purposes only. These safeguards are used by all BMFN affiliates.

### 5. ADVANCE NOTICE OF PROPOSED CHANGES

If at any time in the future our privacy policy should change, we will give you advance notice of the proposed policy change, before it is implemented, and will explain your legal right to opt out of any such additional or changed disclosures.

## CONSENT TO DELIVERY OF STATEMENTS BY ELECTRONIC MEDIA

Client hereby consents to have Client's trade confirmations and account information available on the Internet in lieu of having such information delivered to Client via mail or email. The Client may revoke this consent and request the delivery of statements via email or mail, however, Client understands that such a request may result in an additional fee and/or charge.

By receiving your account statements electronically, you agree to promptly review and communicate to us any discrepancies on such statements. You acknowledge your statement is deemed received when made available to you by BMFN Markets, Inc., regardless of whether you actually accessed the statement. **You also acknowledge that you are responsible for alerting BMFN to any change in your e-mail address, in which event you must complete a new consent form with the new information.**

This consent shall be effective until revoked by you in writing and received by Boston Merchant Financial. By your signature below, you represent that the delivery and execution of this consent has been duly authorized and are within your powers.

All account statements and other information transmitted electronically shall be conclusive and binding upon you unless you object in writing or by electronic communication immediately upon receipt thereof (**see section 9 of the Client Agreement**).

## ONLINE SERVICES AND ELECTRONIC TRADING AGREEMENT

IMPORTANT! ANY PERSON OR ORGANIZATION ACCESSING OR ATTEMPTING TO ACCESS THE ONLINE OR ELECTRONIC TRADING SERVICES OF BOSTON MERCHANT OR ANY AFFILIATE OF BOSTON MERCHANT, (REFERRED TO HEREIN AS "BMFN") MUST FIRST AGREE TO THE TERMS OF THIS AGREEMENT. SUCH SERVICES SHALL INCLUDE ALL STATEMENT REVIEWS, NEW ACCOUNT ORIGINATIONS, INTERNET TRADING AND ELECTRONIC ORDER ENTRY AND REPORTS, MARKET TRADING AND GENERAL INFORMATION, INCLUDING QUOTES, CHARTS, NEWS, AND SYSTEMS INFORMATION, ALL CLEARING AND BACK OFFICE FUNCTIONS AND SERVICES, ALL SOFTWARE PROVIDED BY BMFN TO USER ("SOFTWARE"), THE BMFN WEB SITE, AS WELL AS ANY OTHER SERVICES THAT MAY BE ADDED FROM TIME TO TIME ("COLLECTIVELY REFERRED TO HEREIN AS "THE SYSTEMS"). THIS AGREEMENT SHALL APPLY TO ANY PERSON OR ORGANIZATION WHO ACCESSES OR ATTEMPTS TO ACCESS THE SYSTEMS, AS WELL AS ANY PERSON OR ORGANIZATION WHO BENEFITS FROM SUCH USE, INCLUDING BUT NOT LIMITED TO, USERS WHO BENEFIT FROM THE USE OF THE SYSTEMS BY BROKERS ACTING ON THEIR BEHALF ("USER"). ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS CONTAINED HEREIN SHALL APPLY TO THE SYSTEMS REGARDLESS OF WHETHER OR NOT THE SYSTEMS OR ANY PART THEREOF, WAS DEVELOPED OR IS SERVICED OR SUPPORTED BY BMFN. USE OF THE SYSTEMS OR USER'S SIGNED ACKNOWLEDGEMENT, INDICATES USER'S UNQUALIFIED ACCEPTANCE OF ALL OF THE TERMS OF THIS AGREEMENT. IF USER FINDS THIS AGREEMENT UNACCEPTABLE, IT SHALL NOT USE THE SYSTEMS. BMFN IS WILLING TO PROVIDE THE SYSTEMS TO USER ONLY IF USER AGREES TO BE BOUND BY THE FOLLOWING TERMS.

1. Some of the information available on the Systems will be provided by BMFN, and some will be provided by various independent sources ("Information Providers"). User acknowledges that the accuracy, completeness, timeliness, and correct sequencing of the information concerning User's trading and account activity, the quotes, market and trading news, charts, trading analysis and strategies, and other information that may be added from time to time (collectively referred to as the "Information"), is not guaranteed by either BMFN or the Information Providers. User agrees that in no event shall BMFN, any of its affiliates, or the Information Providers, have any liability for the accuracy, completeness, timeliness or correct sequencing of the Information, or for any decision made or taken by User in reliance upon the Information or the Systems, or for any interruption of any Information provided by the Systems, or for any aspect of the Systems. In addition, some of the Information may be supplied by exchanges through Information Providers, and this material is for informational purposes only. The exchanges do not represent that the Information selected for display is comprehensive, complete, certified or accurate; do not intend to, and do not, in any country, directly or indirectly, solicit business or offer any contract to any person through the medium of this Information; or accept any responsibility or liability for enabling the user to link to another site on the World Wide Web, for the contents of any other site, or for any consequence which results from acting upon the contents of another site.
2. User understands that technical problems or other conditions may delay or prevent User from entering or canceling an order on the Systems, or likewise may delay or prevent BMFN from executing or clearing an order on the Systems. Neither BMFN, nor any of its affiliates, shall be liable for, and User agrees not to hold or seek to hold BMFN, or any of its affiliates, liable for, any technical problems, Systems failures and malfunctions, communication line failures, equipment or software failures and malfunctions, Systems access issues, Systems capacity issues, high Internet traffic demand or other Internet related problems, security breaches, theft and other unauthorized access, and any other similar computer problems and defects, as well as severe weather, earthquakes, floods and strikes or other labor problems in connection with the use or attempted use of the Systems. BMFN does not represent, warrant or guarantee that User will be able to access or use the Systems at times or locations of User's choosing, or that BMFN will have adequate capacity for the Systems as a whole or in any particular geographic location. BMFN does not represent, warrant or guarantee that the Systems will provide uninterrupted and error free service. BMFN does not make any warranties or guarantees, express or implied, with respect to the Systems or its content, including without limitation, warranties of quiet enjoyment, no infringement, title, merchantability or fitness for a particular purpose, and merchantability for computer problems and for informational content. BMFN does not guarantee or warrant that the Systems will be free from infection, viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. Neither BMFN, nor any of its affiliates, shall be liable to User for any loss, cost, damage or other injury, whether in contract or tort, arising out of or caused in whole or in part by BMFN's or User's use of, or reliance on, the Systems or its content, or in otherwise performing its obligations under or in connection with this Agreement. In no event will BMFN, or any of its affiliates, be liable to User or any third party for any punitive, consequential, incidental, special, indirect (including lost profits and trading losses and damages) or similar damages, even if advised of the possibility of such damage. If some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions the liability of BMFN shall be limited in accordance with this Agreement to the extent permitted by law. BMFN reserves the right to suspend service and deny access to the Systems without prior notice during scheduled or unscheduled Systems maintenance or upgrading.
3. User acknowledges that all orders placed through the Systems are at User's sole risk. User further acknowledges that User's orders may be sent directly to the trading floors of the various exchanges (or to an electronic trading Systems, if applicable), that there may be minimum equity requirements and limits set by each contract as to the maximum number of allowable contracts for orders processed through the Systems, that current limits are subject to change, that contingency orders may not be accepted, and that the online direct order placement service may be suspended on a contract's last trading day. User understands that orders that it sends directly to the trading floors or an electronic trading Systems may be reviewed by an order desk, and if User fails to meet the requirements, User's order may be refused. User further understands that it may be restricted from use of or refused access to the Systems at any time, and that BMFN reserves the right to require a margin deposit prior to the execution of any order placed through the Systems, or as otherwise required by BMFN's margin policy. In the event that there is a restriction on User's account or that User fails to make a margin deposit as required, neither BMFN, nor any of its affiliates, shall be responsible for any delay or failure to provide the Systems, including the ability to execute an order.
4. Although the Systems may provide access to numerous recommendations about how to invest and what to buy, none of these recommendations shall be deemed to be endorsed by BMFN. BMFN does not recommend any investment advisory service or product, nor does BMFN offer any advice regarding the nature, potential value, or suitability of any particular transaction or investment strategy. NOTHING IN THIS AGREEMENT SHOULD BE CONSTRUED AS A SOLICITATION OR RECOMMENDATION TO BUY OR SELL ANY INSTRUMENT OR ENGAGE IN ANY TRANSACTION.
5. (a) Upon approval of User's account, BMFN will provide User with an individual password and user identification code ("Access Codes"). The Access Codes are intended to enable User to access User's account and to enter buy and sell orders for User's account through the Systems, and therefore, User must maintain the confidentiality, and prevent the unauthorized use, of the Access Codes at all times. User accepts full responsibility for the use and protection of the Access Codes, which includes, but is not limited to, all orders entered into the Systems using the Access Codes and changes in User account information that are entered through use of the Access Codes. User hereby authorizes BMFN and any party claiming through BMFN to rely upon any information or instructions set forth in any data transmission using the assigned Access Codes, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of the Systems.  
(b) User accepts full responsibility for monitoring User's account(s) with BMFN. In the event that User becomes aware of any loss, theft or unauthorized use of User's Access Codes, User shall notify BMFN IMMEDIATELY by email to [compliance@bmfnc.com](mailto:compliance@bmfnc.com).  
(c) BMFN grants to User, and User accepts from BMFN, a nonexclusive and non-transferable license to use the Systems solely for the purposes provided herein and subject to any other agreements in effect between User and BMFN. User agrees that it shall take reasonable steps to protect, and shall not use, publish or disseminate, the information made available or accessible through the use of the Systems, including without limitation the Information, Access Codes, and Software, using methods at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than a reasonable standard, during the term of this Agreement and for a period of five (5) years following the expiration, termination, discontinuance or cancellation of this Agreement and shall prevent the duplication or disclosure of such information, other than by or to its employees who must have access to the information to perform User's obligations hereunder, provided that User shall make such employees aware of the restrictions of this Section 5 and provided that User shall be solely responsible for such information. Any and all materials that BMFN provides to User in connection with the Systems, including without limitation all Information, Access Codes, and Software, together with all modifications and revisions thereto, and all copyrights, trademarks, patents, trade secret rights and other intellectual and proprietary rights, title and interest relating thereto are the property of BMFN, BMFN's licensors, its successors and assigns, the Information Providers, or other third parties, and are intended for User's sole and individual use. User shall not reproduce, modify, prepare derivative works of, retransmit, disseminate, sell or distribute such materials in any manner without the express written consent of both BMFN and the relevant owner. In addition, User shall not permit any other person access to the Systems. User further agrees not to delete any copyright notices or other indications of protected intellectual property rights from materials that User prints or downloads from the Systems. All such materials are provided "AS IS", without any warranty of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, non infringement and title.

- (d) User agrees that its use of the Systems is at User's own risk. User shall be responsible for providing and maintaining the means by which it accesses the Systems, which may include, without limitation, personal computer, modem and telephone, or other access line. User shall be responsible for all access and services fees necessary to connect to the Systems and assumes all charges incurred in accessing the Systems. User further assumes all risks associated with the use and storage of information on User's personal computer.
- (e) User hereby assumes sole responsibility and liability for the accuracy and adequacy of information entered in connection with the use of the Systems. User shall indemnify and hold harmless BMFN and its affiliates from any and all consequential, incidental, special, punitive, or indirect damages (including lost profits, trading losses and damages) resulting from, arising out of or relating to such information, whether authorized or unauthorized. In the event any inaccurate, incomplete or incorrect information relating to User is communicated to BMFN, whether or not through the Systems, or in the event the User determines that the Systems includes inaccurate, incomplete or incorrect information relating to User, User covenants that it shall notify BMFN IMMEDIATELY by email to cfd@bmf.com User also covenants that it shall notify BMFN IMMEDIATELY, as provided herein, if (a) an order has been placed through the Systems and User has not received an order number; (b) an order has been placed through the Systems and User has not received an accurate acknowledgement (whether through hard copy, electronic, or oral means) of the order or of its execution; or (c) User has received acknowledgement (whether through hard copy, electronic or oral means) of an execution for any order which User did not place; or any other conflict similar to those stated herein. User agrees and acknowledges that BMFN shall be entitled to rely upon any oral, written or electronic communications, whether in tangible or intangible form, received from User, including from any of User's officers, partners, principals or employees.
- (f) User hereby covenants and agrees that User:
- (i) shall use the Systems only for the purpose of placing orders for currency contracts and precious metals contracts, receiving fills and for receiving on-line User statement reviews and new User account origination. In addition, User shall not directly or indirectly transact any business using the Systems with any of its affiliates; including, without limitation, accepting or countering any offer made by any of its affiliates; and in connection therewith, User agrees that BMFN may take actions, determined in its sole discretion, to prevent such transactions from occurring (but no such actions by BMFN shall relieve User of its obligations as described in this sentence);
  - (ii) shall perform the obligations arising in connection with any transaction completed using the Systems, in accordance with the terms and conditions of such completed transaction.
6. User agrees to indemnify and hold BMFN, its affiliates, and the Information Providers harmless from and against any and all claims, demands, proceedings, suits and actions, as well as all losses, liabilities, damages, costs and expenses (including but not limited to attorneys' fees) suffered by BMFN, resulting from or relating to any claims, proceedings, suits and actions against BMFN arising from User's violation of this Agreement or any third party's rights, including but not limited to copyright, proprietary and privacy rights. BMFN shall have the exclusive right to defend, settle or compromise any claim or demand instituted by any third party against BMFN, or against BMFN and User, arising out of User's breach of this Agreement. User hereby waives any and all rights User may have independently to defend, settle or compromise any such claims or demands and agrees to cooperate to the best of User's ability with BMFN with respect thereto, but BMFN may, in its sole discretion, authorize and require User to defend, settle or compromise any such claim or demand as it deems to be appropriate at User's cost, expense and liability. This indemnification and hold-harmless obligation shall survive the termination of this Agreement.
7. BMFN reserves the right to terminate User's access to the Systems in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to, the unauthorized use of User's Access Codes and/or account number(s), breach of this Agreement, or breach or termination of any agreements User has entered into with BMFN. Upon termination, cancellation or discontinuance of this Agreement, all rights granted in this Agreement will terminate immediately and revert back to BMFN, and User shall discontinue use of the Systems, and if applicable, shall return or destroy, as requested by BMFN, all software (including all copies thereof).
8. User agrees to pay all subscription, service, and user fees, if any, and commissions, for any orders executed through the Systems, and agrees that such fees may be changed without notice. User agrees to pay all costs (including attorneys' fees), if any, incurred by BMFN in collecting overdue fees from User.
9. This Agreement is made in User's personal capacity and not on behalf of any firm, corporation or other entity, unless User's account is designated as such. User agrees to use the Information solely in connection with User's investment activities and not in connection with any trade or business activities.
10. All express or implied conditions, warranties or undertakings, whether oral or in writing, in law or in fact, including warranties as to satisfactory quality and fitness for a particular purpose, regarding the Information or any aspect of the Systems (including but not limited to Information access and order execution), are excluded to the extent permitted by law.
11. User agrees that BMFN may hold and process, by computer or otherwise, any information it obtains pertaining to User as a result of User's use of the Systems ("Personal Data"), and BMFN may access and use such information for operational purposes, credit assessment, statistical, including behavioral analysis, and to identify and provide User with information concerning products and services (including those supplied by third parties) which may be of interest to User or BMFN. User agrees that BMFN may disclose Personal Data to licensed credit reference agencies and to any of BMFN's subcontractors, agents or Information Providers where necessary to provide User with the Service, or in the event that BMFN has the right or duty to disclose or is otherwise permitted or compelled to do so by law. Personal Data will be deleted from the Systems as soon as is reasonably possible after User ceases to use the Systems, subject to applicable record keeping requirements. User's Personal Data may be electronically transmitted or transferred throughout the world. User may inspect its Personal Data, and have incomplete or inaccurate information rectified. These companies acting on our behalf are required to keep your personal information confidential.
- By either signing this Agreement, or using the Systems, User represents that it has read and understands the foregoing terms and conditions, and that User agrees to be bound by them. This Agreement supplements any other agreements User has entered into with BMFN and disputes hereunder are subject to the terms of the Arbitration Agreement, if executed by User. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be, to that extent, deemed omitted, and the remaining provisions shall continue in full force and effect. This Agreement and performance hereunder will be governed by and construed in accordance with British Virgin Islands law. The terms and conditions of this Agreement shall remain in full force and effect and shall survive termination, discontinuance or cancellation of this Agreement. BMFN may modify the Systems or change the terms of this Agreement, in whole or in part, upon notice through the Systems, electronically and/or in writing.

## RISK DISCLOSURE STATEMENT

This brief statement does not disclose all of the risks and other significant aspects of trading CFDs for Difference ("CFD"). In light of the risks, you should undertake such transactions only if you understand the nature of CFDs and the contractual relationships into which you are entering and the extent of your exposure to risk. Trading in CFDs may not be suitable for many members of the public. You should carefully consider whether trading CFDs is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. In considering whether to trade CFDs, you should be aware of the following:

### LEVERAGED CFD TRADING

#### 1. EFFECT OF "LEVERAGE" OR "GEARING"

Transactions in CFDs and precious metals carry a high degree of risk. The amount of initial margin is small relative to the value of the Contract so that transactions are "leveraged" or "geared". 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 you deposit with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to deposit 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.

#### 2. RISK – REDUCING ORDERS OR STRATEGIES

The placing of certain orders (e.g. "stop-loss" orders, where permitted under local law, or "stop-limit" orders) that are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. At times, it may also be difficult or impossible to liquidate a position without incurring substantial losses. Strategies using combinations of positions, such as "spread" and "straddle" positions, may be as risky as taking simple "long" or "short" positions.

#### 3. SUSPENSION OR RESTRICTION OF TRADING AND PRICING RELATIONSHIPS

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits, government intervention or reasons beyond the counterparty's control) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.

#### 4. DEPOSITED CASH AND PROPERTY

You should familiarize yourself with the protections accorded money or other property you deposit for the trading of CFDs, particularly in the event of your counterparty's insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In

some jurisdictions, property that had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

#### 5. COMMISSION AND OTHER CHARGES

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

#### 6. PRICE RISKS

The profit or loss in transactions in CFDs will be affected by fluctuations in price.

#### 7. PRINCIPAL'S MARKET

CFDs are not traded on a regulated market and therefore do not require open outcry. Instead, CFDs are traded in the over-the-counter dealer market. Boston Merchant Financial ("BMFN") is a dealer in CFDs and, as such, may be a counterparty to your transactions. You will therefore transact at prices established by BMFN. Even though BMFN's quotations and prices are assisted by many computer-based component systems, its quotations and prices may vary due to market liquidity and may not be as favorable as those of other dealers. BMFN's trading facilities are supported by computer-based component systems for the order-routing, execution or matching of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses is subject to limits on liability set forth in the BMFN Client Agreement and the Online Services and Electronic Trading Agreement and the agreements of other dealers, banks or financial institutions which may at times act as your counterparty.

#### 8. ELECTRONIC TRADING

Trading on an electronic trading system may differ not only from trading in the open outcry market, but also from trading on other electronic trading systems. 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.

#### 9. OFF – EXCHANGE TRANSACTIONS

In CFD transactions, firms are not restricted in effecting off-exchange transactions. BMFN will generally act as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk of a CFD position. For these reasons, these transactions may involve increased risks. Before you undertake CFD transactions, you should familiarize yourself with applicable rules and attendant risks and the policies, procedures and agreements of the counterparty and attendant risks.



**Boston Merchant Financial**

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**Please attach the following to the completed application below:**

- **A memorandum and Articles of Association**
- **Certificate of Good Standing or Extract of Commercial Register**
- **Board Resolution to open an account**
- **A copy of a passport or valid government issued identification (with photo and signature) for all General Partners/Managing Members, Beneficial Owners, and authorizes signatories.**



**Corporate, LLC, LTD or Partnership Account Ownership Information:**

Date of Incorporation or Formation:

Country of Incorporation or Formation:

Ownership: Public Private Total Market Cap or Net Worth: \$

If a Subsidiary, Please Provide Parent Company Name:

**\*Please provide the most recent offering circular, memoranda or prospectus used to solicit investors.**

Number of General Partners or Managing Members:

Number of Limited Partners or Members:

Please provide the following information for all general partners or managing members.

**GENERAL PARTNERS / MANAGING MEMBERS INFORMATION**

Last Name	First Name	Middle Initial	DOB (DD/MM/YYYY)	Passport Number	
Address Home			Telephone	Citizenship Country - City and State of Birth:  Other:	
Address 2			Mobile Phone		
City	State	Zip	Fax	Gender Male  Female	Marital Status Single  Married
Country	Province	Email			

**GENERAL PARTNERS / MANAGING MEMBERS INFORMATION**

Last Name	First Name	Middle Initial	DOB (DD/MM/YYYY)	Passport Number	
Address			Telephone	Citizenship	
Address 2			Mobile Phone		
City	State	Zip	Fax	Gender Male  Female	Marital Status Single  Married
Country	Province	Email			

## BENEFICIAL OWNER(S) INFORMATION

Are the General Partners / Managing Members listed within this Application/Agreement the ultimate Beneficial Owners of the entity establishing this account?

Yes

No

**If No, please provide the information below for ALL of the ultimate Beneficial Owner(s) of the entity establishing this account:**

Last Name	First Name	Middle	DOB (DD/MM/YYYY) (DD/MM/YYYY)	Passport Number	
Address			Telephone	Citizenship	
Address 2			Mobile Phone		
City	State	Zip	Fax	Gender Male	Marital Status Single
				Female	Married
Country	Province		Email		

Last Name	First Name	Middle	DOB (DD/MM/YYYY) (DD/MM/YYYY)	Passport Number	
Address			Telephone	Citizenship	
Address 2			Mobile Phone		
City	State	Zip	Fax	Gender Male	Marital Status Single
				Female	Married
Country	Province		Email		

**\*Should you require additional space to list ALL Beneficial Owners, please print additional copies of this page to complete.**

## BANKING INFORMATION

**BANK NAME:**  
**BANK ADDRESS:**  
**ABA/SWIFT:**  
**ACCOUNT NUMBER:**  
**BENEFICIARY NAME:**  
**CORRESPONDENT BANK:**

## INVESTING EXPERIENCE

Please check the following which best describe your investing experience:

	Years of experience
Securities (Stocks and Bonds)	
Commodities	
Foreign Currency & Precious Metals	
Futures	
Options	
Mutual Funds	

**Do you understand the following?**

CFD Trading	Yes	No
Risk of Loss (Including the risk of total loss of investment)	Yes	No
Margin and Boston Merchant's Margin Policy	Yes	No

Do you have any other accounts with Boston Merchant Financial Ltd or any of its affiliates?

Yes (If yes, please provide the following information)

Account Type	Account Number	Average amount on Deposit

No

If introduced by an **Introducing Broker**:

Name of the introducing Broker:

Address/Phone #:

Commissions Charged:



# Boston Merchant Financial

## ACKNOWLEDGEMENT AND SIGNATURE

The undersigned hereby attest(s) and agree(s) that the above application is for the purpose of opening an account with Boston Merchant Financial (hereinafter referred to as 'BMFN') and that such an account will be governed by the terms and conditions set forth within BMFN's Customer Agreement. The undersigned further certifies that he/she has received a copy of BMFN's Customer Agreement, Online Services and Electronic Trading Agreement and Risk Disclosure Statement and has read, understands and agrees that all terms and conditions contained therein shall govern his/her business relationship with BMFN. The undersigned agrees and understands that BMFN retains the right to amend any and all Agreements at any time by means of proper notification.

The undersigned hereby attest(s) and agree(s) that the above information is complete and accurate and certifies that the signature is genuine and that any photocopies, including copies of the verification of identity documents supplied are unaltered, exact copies of the corresponding originals. The undersigned hereby authorizes BMFN to verify any or all of the foregoing information through any means deemed proper by BMFN.

Client's Name

\_\_\_\_\_  
Client's Signature

Date



# Boston Merchant Financial

## CITIZENSHIP ACKNOWLEDGEMENT

The undersigned hereby acknowledges and certifies that he/she is neither a citizen, whether natural or naturalized, nor a permanent resident of the United States and has not been granted any visa authorizing him/her to reside, work or otherwise be legally present in the United States. The undersigned further certifies that he/she will not attempt to fund any account maintained at Boston Merchant Financial ('BMFN') with a banking or credit card account maintained under a United States address. The undersigned attests and agrees that should he/she become a United States citizen, permanent resident of the United States or obtain any form of visa authorizing him/her to reside and/or work within the United States the undersigned is obligated to inform BMFN immediately.

The undersigned hereby acknowledges and agrees that should any certification contained herein be false or inaccurate BMFN is authorized to immediately close any and all accounts maintained by the undersigned at BMFN, including the closure of any open positions with no liability placed upon BMFN for market loss as a result of such. The undersigned hereby authorizes BMFN to verify any or all of the foregoing information through any means deemed proper by BMFN.

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Client's Name

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Client's Signature

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Date

**CORPORATE RESOLUTIONS AND CERTIFICATE**

I, \_\_\_\_\_ Secretary of \_\_\_\_\_, a corporation organized under the laws of the State \_\_\_\_\_, Country or Jurisdiction of \_\_\_\_\_ (the "Corporation"), DO HEREBY CERTIFY that a meeting of the Board of Directors or other duly authorized governing body of the Corporation, held in accordance with its charter, by-laws or memorandum of association on the \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_ at which a quorum was at all times present and acting, the following resolutions were duly adopted and that said resolutions have not been amended, rescinded or revoked and do not conflict with any of the provisions of the charter, by-laws or other governing documents of the Corporation:

(1) **RESOLVED:** That

\_\_\_\_\_ and  
(Officer/Director Name & Title)

(Officer/Director Name & Title)  
and each of them, or such other person as the Corporation may designate from time to time either in writing or by his or her apparent authority, be and hereby are authorized to trade in the purchase and sale of currencies of every nature and kind (including CFD contracts and options thereon) and any similar instruments (collectively referred to as "Contracts") for the account and risk of this Corporation through and with the firm of Boston Merchant Financial Ltd ("BMFN") and its successors and assigns, the authority hereby granted including the power to do any and all of the following:

- a) To buy, sell, sell short, and trade in Contracts on margin or otherwise;
- b) To deposit with and withdraw from BMFN money, securities or other property for the purchase or sale of Contracts;
- c) To receive and acquiesce in the correctness of notices, confirmations, requests, demands and communications of every kind;
- d) To enter into a Client Agreement (and all related account documents) with BMFN;
- e) To settle, compromise, adjust, and give releases with respect to any and all claims, demands, disputes and controversies; and
- f) To make agreements and take any other action relating to any of the foregoing matters.

(2) **RESOLVED:** That notices, statements, and demands upon the Corporation by or from BMFN in connection with the Corporation's account or accounts may be delivered verbally or in writing to any of the above designated persons as though dealing with the Corporation;

(3) **RESOLVED:** That the execution and delivery of an Account Application and Client Agreement are hereby authorized and that the officers or directors, as the case maybe, of the Corporation are hereby directed to execute such Agreements, and all other agreements by and on behalf of the Corporation and to deliver the same to BMFN;

(4) **RESOLVED:** That BMFN is authorized to act upon the authority of these resolutions until receipt by it of a certificate showing rescission or modification thereof signed by the Secretary, officer or director of this Corporation and under its seal, and that BMFN is also authorized to recognize and deal with the officers of this Corporation whose names are set forth in this certificate, until receipt by BMFN at its British Virgin Islands office of a further certificate, setting forth the name(s) of another person or other persons as such officers;

(5) **RESOLVED:** That it is the intention of the Corporation to give the persons empowered to trade in Contracts the broadest possible power with respect to the account or accounts of the Corporation, and the Corporation agrees to hold BMFN harmless against any and all claims that may arise by reason of following any instruction, order or direction given by any of the empowered persons.

I further certify that, as applicable, each of the following has been duly elected and is now legally holding the office designated below his or her respective name:

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Director

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Director

I further certify that the Corporation is duly organized and existing and, pursuant to its corporate charter, has the power to effect the transactions and to take all actions as recited in these resolutions.

Furthermore, BMFN may rely upon this certification in establishing and maintaining accounts for the Corporation.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Corporation this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Corporate Seal)  
Secretary



# Boston Merchant Financial

## DISCRETIONARY TRADING AUTHORIZATION / POWER OF ATTORNEY

I hereby authorize \_\_\_\_\_ (whose signature appears below) as my agent and attorney-in-fact to purchase, sell, hold, invest, and reinvest Contracts for Difference (collectively referred to as "CFDs") on equities, futures, currencies, precious metals and any similar instruments in accordance with Boston Merchant Financial's ("BMF") terms and conditions for my account and risk and in my name or number on BMF's books. I hereby agree to indemnify and hold BMF harmless from, and to pay BMF properly on demand any losses costs, indebtedness and liabilities arising there from or debit balance(s) due thereon.

In all such purchases, sales or transactions BMF is authorized to follow the instructions of my agent and attorney-in-fact in every respect concerning my account with BMF and (s)he is authorized to act for me and in my behalf in the same manner and with the same force and effect as I might or could do with respect to such purchases, sales or transactions as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases sales or transactions.

I hereby ratify and confirm any and all transactions with BMF heretofore or hereafter made by my aforesaid agent on behalf of or for my account.

This authorization and indemnity is a continuing one and shall remain in full force and effect until revoked by me by a written notice addressed to and actually received by BMF at fax# 514-221-3812, but such revocation shall not affect any liability in any way resulting from transactions initiated prior to BMF's receipt of such revocation. This authorization and indemnity shall inure to the benefit of BMF's present firm and of any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever and of the assigns of BMF's present firm or any successor firm.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which BMF may have under any other agreement or agreements between BMF and I.

I understand and certify that I have the financial resources to enter into this agreement and that I fully understand the trading objectives of my agent and attorney-in-fact designated above which have been thoroughly explained to me. In addition the undersigned has provided BMF 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. BMF reserves the right to rebate the Agent within the transaction fee disclosed.

**I hereby acknowledge and agree that my agent and attorney-in-fact shall be compensated from funds maintained within my account in accordance with the terms and conditions set forth below. Further, shall I elect to initial 'Yes' below and sign the document labeled 'Commission Schedule' attached hereto, I am agreeing to compensate my agent and attorney-in-fact at rates contained within the Commission schedule.**

<b>Management Fee:</b>	_____ % per annum / monthly / quarter
<b>Incentive Fee's:</b>	_____ % of net profits per annum / monthly / quarter
<b>Commission Schedule</b>	<input type="checkbox"/> <b>YES, I wish to pay my agent and attorney-in-fact the rates contained with the Commission Schedule attached hereto.</b> <input type="checkbox"/> <b>NO, I will not pay my agent and attorney-in-fact rates contained within the Commission Schedule attached hereto.</b>

\_\_\_\_\_  
**Authorized Client Signature**

\_\_\_\_\_  
**Authorized Agent and Attorney-in Fact**

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## COMMISSION SCHEDULE

### Commissions charged by Agent and Attorney-in-Fact

Should Client and the Agent and Attorney-in-Fact agree to compensation in the form of commissions, please see Column 2 below labeled “Commissions to Charge” in order to review the schedule of commissions per product type.

(\*Column three is merely a listing of examples provided by BMFN. Only commissions written within column 2 will be charged against the account.)

Products	Commissions to charge	Example of commissions to be charged by Agent based on settings of shares and units in the platform.
		<b>SHARES</b>
Equities	X	X
		<b>FOREX</b>
Forex	\$	\$.0001 or \$10 per \$100,000
USD Index	\$	\$.001 or per contract/unit
		<b>COMMODITIES</b>
Gold	\$	\$.10 per ounce/unit
Silver	\$	\$.03 per ounce/unit
Copper	\$	\$.03 per pound/unit
Natural Gas	\$	\$.03 per BTU/unit
Crude Oil	\$	\$.05 per gallon/unit
Soybeans	\$	\$.03 per bushel
		<b>FINANCIAL</b>
US NASQ 100 Expiring	\$	\$.25 per contract/unit
US SP 500 Expiring	\$	\$.10 per contract/unit
US DJ 30 Expiring	\$	\$2 per contract/unit
UK 100 Expiring	\$	\$.50 per contract/unit
Japan 225 Expiring	\$	\$2 per contract/unit
Germany 30 Expiring	\$	\$.50 per contract/unit
France 40 Expiring	\$	\$.50 per contract/unit
Switzerland 30 Expiring	\$	\$.50 per contract/unit
US 10 Yr Expiring	\$	\$.02 per contract/unit
US 30 Yr Expiring	\$	\$.02 per contract/unit

\_\_\_\_\_  
Authorized Client Signature

\_\_\_\_\_  
Authorized Agent and Attorney-in Fact

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Boston Merchant Financial

## THIRD-PARTY TRADING ADVISOR CHECKLIST

As an unregulated business, foreign currency trading advisory is prone to false advertising and misleading information. Boston Merchant Financial (“BMFN”) 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, BMFN 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.

- A. 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;
- B. Ask the Agent to provide you with references from existing clients;
- C. 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”:**

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date