

# Customer Agreement

This is an Agreement between **Samant Inc.**, and You as a **Customer**. In this «**Agreement**» **Samant Inc.** is referred as «**SFX**». The term «**Customer**» refers to any individual or legal entity, including a corporation or partnership that is associated with the opening of the Customer's **Account** with **SFX**. The **Agreement** outlines the terms and conditions that apply to the opening and operation of a margined foreign exchange trading account with **SFX**. You must review this **Agreement** carefully. To open your **Account**, each owner associated with the **Account** must sign the application that is included in this package, and you should e-mail the completed application to **SFX**. You should retain the remaining pages for your records.

In consideration of **SFX** opening an **Account** for the undersigned **Customer** and agreeing, to enter into **Over-The-Counter Margined Foreign Exchange Transactions** with You as our **Customer**, You agree as follows:

## 1. Introduction

This **Agreement** sets forth the terms and conditions governing your **Account** at **SFX**, and all Contracts and other transactions placed through this **Account** with **SFX**. This **Agreement** includes the attached **Risk Disclosure Statement**, and all references to the terms and conditions of this Agreement include provisions contained in the Risk Disclosure Statement that are a part of this Agreement. If the Customer accepts this **Agreement** by signing the required Signature Page, you should e-mail the completed Signature Page to [Live@Samant-FX.com](mailto:Live@Samant-FX.com).

Please note that an **Account** will not be opened unless signed acknowledgement pages for the **Risk Disclosure Document** accompany the signature page for the **Account** application.

## 2. Definitions and Common Trading Terms

Definitions and common trading terms may be shown in **bold** or *italics* type the first time they are used in this **Agreement**. The exact meaning of all these terms are explained in the **Glossary of Terms** document that is included in this package. **Customers** should read and be familiar with the **Glossary of Terms**.

## 3. Scope of Agreement

All *transactions* and all Contracts entered into between **SFX** and the **Customer**, shall be governed by the terms of this **Customer Agreement** and the terms of any additional written statements of **SFX** trading regulations or **SFX** additional schedules which may from time to time be set forth or amended by **SFX** and which shall thereupon constitute a portion of this **Customer Agreement**, except to the extent (if any) that **SFX** shall agree or notify the **Customer** in writing that other or additional terms apply. Any proposals for, additions to, or modifications of this **Agreement**, absent written agreement by an authorized person employed by **SFX** to the contrary, are void and shall have no effect.

This **Agreement** refers and extends to a potential dealing relationship between the **Customer** and **SFX** in **OTC Non-Deliverable Foreign Exchange (Currencies)** on a **SPOT SETTLEMENT BASIS** as is commonly dealt in the **International Interbank Market**, and all other provisions of this **Agreement** notwithstanding, the **Customer** agrees, understands and warrants that the dealing relationship between the **Customer** and **SFX** hereunder shall not extend at any time to the dealing, trading, brokering of or advice related to any exchange listed, or off-exchange regulated commodity futures or options contract.

Subject to the terms and conditions of this **Agreement**, the full completion of the Account Setup Requirements and acceptance of Customer's Application to open an **Account** with **SFX**, **SFX** will open and maintain **Account(s)** in **Customer's** name for the purpose of engaging in *cash settled transactions* with and for **Customer** in *Currencies markets* on a *spot settlement basis*, and provide such other services and products as **SFX** may, in its sole discretion, determine to offer in the future. Unless expressly stated otherwise in writing, all **Contracts** and other transactions entered into between **SFX** and **Customer** shall be governed by the terms of this **Customer Agreement**, including the **Risk Disclosure Statement** and **SFX** Trading Policies, to the extent annexed hereto, as amended from time to time.

## 4. Risk Acknowledgements

**Customer acknowledges and understands that trading and investment in leveraged OTC Foreign Currency Contracts is highly speculative, involves an extreme degree of risk, and is generally appropriate only for persons who can assume risk of loss their deposit. Customer understands that because of the Low Margin/High Leverage normally available in Foreign Currency trading, price changes in Foreign Currency Contracts may result in significant losses. By Customer directing SFX to enter into any Foreign Currency Contract, any profit or loss arising as a result of a fluctuation in the exchange rate**

affecting such Currency will be entirely for the **Customer's** account and risk. **Customer warrants that the Customer is willing and able, financially and otherwise, to assume the risk of Foreign Currency trading, and in consideration of SFX carrying his/her Account(s), Customer agrees not to hold SFX responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, SFXs or representatives. Customer recognizes that guarantees of profit or freedom from loss cannot be given and it is impossible to predict performance in Foreign Currency trading. Customer acknowledges that Customer has received no such guarantees from SFX or from any of its representatives or any Introducing Broker or other entity with whom Customer is conducting his/her SFX account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations. All transactions effected for Customer's Accounts and all fluctuations in the market prices of the Contracts carried in Customer's Accounts are at Customer's risk, and Customer shall be solely liable therefore under all circumstances. Customer represents and warrants that Customer is willing and financially able to sustain such losses, and that the trading of Spot Foreign Exchange (Currencies) is a suitable investment vehicle for the Customer. SFX is not responsible for delays or partial or total failures in any online (electronic) trading platforms or any communications facility or other causes beyond SFX reasonable direct control. The Customer understands and recognizes that the transactions to be conducted pursuant to this Agreement are NOT conducted on a regulated market or exchange. Customer represents that it is aware of the risks inherent in the trading of OTC Foreign Exchange (Currencies) and is financially able to bear such risks and withstand any losses incurred (please refer to the Risk Disclosure Statement).**

#### **5. Customer's Representations and Warranties**

As of the date hereof, the date of each **Contract** and other transaction in **Customer's Account** and any date on which **SFX Risk Disclosure Statement** or **Trading Policies** are revised, updated or amended. **Customer** represents and warrants to **SFX** and agrees for the benefit of **SFX** that:

(a) **Customer** is of sound mind, legal age and legal competence.

(b) **Customer** (if not a natural person) is duly organized and validly existing under the applicable laws of the jurisdiction of its organization.

(c) Execution and delivery of this **Agreement** and all **Contracts** and other transactions contemplated hereunder and performance of all obligations contemplated under this **Agreement** and all **Contracts** and other transactions contemplated hereunder have been duly authorized by **Customer**.

(d) Each person executing and delivering this **Agreement** and all **Contracts** and other transactions contemplated hereunder on behalf of **Customer** performing the obligations contemplated under this **Agreement** and any **Contract** and other transaction contemplated hereunder on behalf of **Customer**, has been duly authorized by **Customer** to do so.

(e) Execution and delivery by **Customer** of this **Agreement** and all **Contracts** and other transactions contemplated hereunder, and performance of all of **Customer's** obligations contemplated under this **Agreement** and any **Contract** and other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to **Customer**.

(f) **Customer** has full beneficial ownership of **Customer's Account**. **Customer** has not granted and will not grant a security interest in **Customer's Account** with **SFX** (other than the security interest granted to **SFX** hereunder) to any person without **SFX** prior written consent. **Customer** has full beneficial ownership of all **collateral** and will not grant any security interest in any Collateral to any person (other than the security interest granted to **SFX** hereunder) without prior written consent of **SFX**.

(g) **Customer** will execute and deliver all documents, give all notices, make all filings and take such other actions as **SFX**, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of **SFX** or to protect **SFX** interests with respect to any Collateral.

(h) **Customer** hereby warrants that regardless of any subsequent determination to the contrary, **Customer is suitable to trade Foreign Currency and is a Sophisticated Foreign Exchange Investor.**

(i) **Customer** has read and understands the *Risk Disclosure Statement* contained in this **Agreement**. **Customer** will review **SFX** risk disclosures, including, without limitation, **SFX Risk Disclosure Statement**, each time they are amended. **Customer** will not affect any opening transaction in **Customer's Account** unless **Customer** understands **SFX** revised risk disclosures, and **Customer** agrees that in effecting any opening transaction it is deemed to represent that it has read and understands **SFX** revised risk disclosures as in effect at the time of such opening transaction.

(k) **Customer** acknowledges that **Customer** has conducted simulated trading using *Demo Trading Platform* for a period that has allowed the **Customer** to develop a full understanding of the **SFX Internet Trading Platform** an online trading system for Spot Foreign Exchange real-time trading.

(l) All information provided by **Customer** to **SFX**, including information regarding **Customer's** trading experience and investment sophistication, is true, correct and complete, and **Customer** will notify **SFX** promptly of any changes in such information.

#### **6. Trading**

### 6.1 Authorization to Trade for Customer's Account

Subject to the terms of this Agreement and all related agreements, including the **Risk Disclosure Statement** and **SFX Trading Policies** document hereto, the **Customer Account Application** and any applicable Addenda thereto, **Customer** authorizes **SFX** to enter, purchase, sell, and clear **OTC Foreign Exchange Contracts on a spot basis** for the **Customer's Account** in accordance with Customer's electronic, written or oral instructions received through the **SFX Internet Trading Platform** - an online trading system, through a real-time online electronic conversational/chat product - an electronic conversational application connected directly to the **SFX trade execution desk**, via telephone directly to the **SFX trade execution desk**, or via any other communicative means available.

**Customer** agrees to be responsible for any transaction instruction received by **SFX** either electronically via the **SFX Internet Trading Platform** or the electronic conversation application (or similar product), or orally over the telephone. Before executing a transaction, **SFX** will require the **Customer** at least to provide User Name and **Password** authorization electronically via a login procedure or *if contacted via the telephone, orally* via an identification procedure. Correct information will authenticate the **Customer** and allow the **Customer** to conduct transactions in the authorized **SFX Account** for that authentication.

If **Customer's Account** is a joint account, **SFX** is authorized to act on the instructions of any one owner without further inquiry, with regard to trading in the Account and/or the disposition of any and all assets in the **Account**. **SFX** shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by **SFX** and any of its employees in reliance on any such instructions or on the apparent authority of any such authorized person(s).

### 6.2 Pricing Information

**SFX** will make available, by posting on the **SFX Internet Trading Platform** - an online trading system, or by **Customer** electronically contacting **SFX** via its online chat application (designated by **SFX**), by telephoning the **SFX** dealing execution desk, or by any other communicative means available to **SFX** and its **Customers**, **Bid** and **Ask Prices** at which **SFX** is prepared to enter Foreign Currency Contracts with authorized **Customers**. Each **Bid** or **Ask Price** shall be for a **Spot Contract** with a specified **Value Date** and for a specific Foreign Currency pair. **SFX** makes warranty that **Bid and Ask Prices** shown represent prevailing bid and ask prices in the interbank market. Although **SFX** reasonably expects to make available continuous prices during business hours, because of a number of factors including but not limited to technology failures, communication system delays, lack of interbank liquidity or high market volatility, **SFX** makes no warranties that dealing prices and liquidity will be available continuously to **Customers** either electronically or via the telephone or by any other communication device.

### 6.3. Execution of Orders

All **Contracts** made and entered into between **Customer** and **SFX** hereunder will be entered into by **SFX** as **Principal**. **SFX** will reasonably attempt to execute all **Orders** that it may, in its sole discretion, accept from **Customer** for the purchase or sale of **Contracts** in accordance with the **Customer's** electronic, written or typed, or oral instructions. However, **SFX** shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the reasonable direct control of **SFX**, including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of **Orders** and/or information due to a breakdown in or failure of any transmission or communication facilities.

**Customer** acknowledges, understands and agrees that all Market Orders and non-Market Orders such as **Limit Orders**, **Stop-Loss Orders**, **One Cancels the Other Orders**, or any other non-Market Order transmitted and accepted by a **SFX** representative, are accepted by **SFX** and undertaken on a «*best-efforts basis*» in accordance with the relevant provisions of the **Trading Policies**.

## 7. Margin Requirements

**Customer** shall provide to and maintain with **SFX Margin** in such amounts and in such forms, and within such limits as **SFX**, in its sole discretion, may from time to time require. **Margin requirements**, including **Initial (Opening) Margin** and **Maintenance Margin** requirements, are defined in **SFX**. **SFX** may change **Margin** requirements at any time. **Customer** agrees to **deposit** by immediate **wire transfer** such additional **Margin** when and as required by **SFX**, and will immediately meet all **Margin Calls** in such mode of transmission as **SFX** shall, in its sole discretion, designate; provided, however, and notwithstanding any demand for additional **Margin**, **SFX** may at any time proceed to **liquidate** **Customer's Account** in accordance with **Paragraph 10** below.

## 8. Capacity

Any **Contracts** and transactions made and entered into by **SFX** hereunder as a result of **Customer** directing **SFX** to enter into such **Contracts** and transactions, are made and entered into by **SFX** as *Principal*. Unless otherwise agreed to in writing **SFX** shall act as *Principal* in any **Contracts** and transactions with the Customer and not as broker, intermediary, **SFX**, and advisor or in any fiduciary capacity. The Customer understands and recognizes that any and all transactions and **Contracts** entered as a result of Customer directing **SFX** to enter into such transactions and **Contracts** may be entered by **SFX**, as *Principal*, with financial institutions including, without limitation banks, clearing institutions and Foreign Exchange dealers («**Counter Party**») at the sole discretion and option of **SFX**. Customer represents, agrees and authorizes **SFX** to act as *Principal* in entering, delivering, selling, purchasing and clearing with **Counter Party** any and all Customer's **Contracts**. **Customer** shall guarantee and hold **SFX** harmless against any loss it may sustain thereby. **SFX** may, at its sole discretion and option, act as *Principal* in purchasing, selling, delivering and clearing any **Contracts**, including all **Customer's** **Contracts**, with the **Counter Party(s)**. At the time of the trading week opening and after holidays it is not guarantee execution pending orders and /or pending orders by declared price.

## 9. Rollovers

In the absence of an offsetting or closing liquidation trade done prior to the close of business, **SFX** is authorized to rollover all or any portion of the Foreign Currency Positions in Customer's Account at **SFX's** absolute discretion and at Customer's risk to ilic next settlement *spot date*. Rollovers will be executed at rates determined by **SFX** and at **SFX's** absolute discretion. Rollover debits or credits will be reflected in the **Customer's Account** at a time after the normal close of the business day for **SFX**. **SFX** reserves the right to change at its sole discretion, any rollover debits or credits at any time if **SFX**, at its sole discretion deems that the amount debited or credited was in error.

## 10. Liquidation of Accounts and Deficit Balances

In the event of

- (a) the death or declaration of incompetence of **Customer**;
- (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 Customer;
- (c) insufficient Margin, or **SFX** determination that any Collateral deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account; in **SFX's** sole discretion it may take one or more or any portion of, the following actions:
  - (1) satisfy any obligation Customer may have to **SFX**, either directly or by way of guaranty of surety, out of any of Customer's funds or property in its custody or control;
  - (2) sell or purchase any or all Foreign Currency Contracts or other property held or carried for Customer, and
  - (3) cancel any or all outstanding *Orders* or **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 to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees, or assigns, and regardless of whether the ownership interest shall be solely that of the Customer or be held jointly with others Customer shall at all times be liable for the payment of any deficit balance in Customer's Account upon demand by **SFX** and, in all cases, Customer shall be liable for any deficiency remaining in Customer's Account in the event of the liquidation thereof in whole or in part by **SFX** or by Customer.

## 11. Charges

**SFX** acts as a *principal* and charges no *commissions* or *brokerage fees*. **SFX** may retain (lie difference between the purchase and sale price it pays on or receives from your transactions. Although **SFX** reserves the right to change its fee structure at any time at its sole discretion, **SFX** will initially only charge for incidental *banking* related *fees* such as *wire transfers* for deposits/withdrawals and returned check fees. **SFX** will also charge **Customer** for the purchase of optional, value added services offered by **SFX**.

## 13. Customers who are introduced to SFX by an Introducing Brokers or Third Party Advisor

If an Introducing Broker or Third Party Advisor introduces the **Customer** to **SFX**, the **Customer** understands that **SFX** may pay *fees*, *commissions* or other compensation to such person or entity for the introduction. Customer acknowledges and agrees that as an *Introducing Broker* or *Third Party Advisor* to **SFX**, the Introducing Broker or Third Party Advisor does not hold or collect any margined funds on behalf of **SFX** or for the **Customer's Account**. Funds should instead be sent via a *wire transfer* or other means directly to *Trading Platform* for purposes of depositing into your margined trading *escrow account*. **SFX** does not control and cannot endorse or vouch for the accuracy of any information or advice Customer

may have or will receive by the Introducing Broker or Third Party Advisor. Included in the information and advice without limitation are actual or implied promises made by the *Introducing Broker* regarding the future profit or losses in **Customer Accounts** as a result of third party trading systems, research reports, market trading advice or interpretation of economic news and events. If **Customer** receives information or trading advice from an Introducing Broker or Third Party, **SFX** shall in no way be held responsible for any loss resulting from the Customers use of information or advice. **SFX** provides or otherwise makes available a **SFX** Risk Disclosure documents to **Customers** when they open accounts. Any **Customer** introduced by Introducing Brokers or Third Parties should carefully read the **SFX Account Application**, **SFX Risk Disclosure Document** and **SFX. Trading Policies** documents and should not rely on information supplied by the Introducing Broker or Third Party. **Customer** acknowledges and understands that margined foreign exchange trading involves a high degree of risk and that many people lose money trading foreign exchange. All **Customers** should understand that they should only trade *Risk Capital Funds* when trading foreign exchange. Risk Capital Funds are defined as funds, which if lost, would not change your or your family's lifestyle. **Customer** should also understand that Introducing Brokers or Third Party Advisors are often not regulated by a government agency and that the Introducing Broker or Third Party Advisor shall have the right to access information regarding the account of the Customer including but not limited to account information, **Customer** address, phone number, email address. The Introducing **Broker** or Third Party Advisor will not have trade authorization privileges unless granted in writing by the Customer via the signing of a Power of Attorney document authorizing the trading.

#### **14. Introducing Brokers Responsibility to SFX and to their Clients**

Introducing brokers have certain responsibilities to clients and **SFX** with respect to their introduced accounts:

1. Responsible for communicating with their introduced clients investment objectives and investment opportunities given those objectives,
2. Responsible for complying with all legal requirements, rules and regulations applicable to being a licensed Introducing Broker
3. Responsible for complying with all legal requirements, rules and regulations applicable to their Customers
4. Determining any commission structure and communicating the structure to the Introduced clients.

The Introducing Broker will not be responsible for:

1. The Opening of the Account including, but not limiting to the approving, servicing and monitoring of Customer's Account(s) and obtaining and verifying account information as is required by the law and regulation.
2. Collecting funds from the clients for the purpose of facilitating margin Foreign Exchange trading or satisfying margin requirements,
3. Executing any transactions or accepting any orders for the Customer's Account(s), or performing any action that would cause or appear to cause a change in Customer position or Account Value, including but not limited to rolling over spot positions, liquidating positions, paying interest, requiring margin, or accepting additional funds or paying out funds to the Customer.
4. Providing any account statements to the Customers,

#### **14. Statements and Confirmations**

Confirmation of trades will be made online as the trades are executed and should immediately be reflected in the Customer's SFX Margin Monitor, SFX Open Positions window, SFX Spot Book, Account Statement Report and in their Trade History Report. Trades done over the telephone will be executed for the Customers Account on their behalf and also be reflected online SFX Margin Monitor, SFX Open Positions window, SFX Spot Book, Account Statement Report and in their Trade History Report. Reports and all online position windows and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer if not objected to by telephone immediately upon receipt and such objection is confirmed in writing within three (3) Business Days after the transmission to Customer or if SFX does not change the confirmed execution price and details. SFX reserves the right to change confirmed rates, prices or trade details of executed and confirmed deals if SFX feels the electronic or verbal price or details from that deal was executed was in error. Margin calls or trade corrections shall be conclusive and binding unless objected to immediately by telephone- fax or email. Written objections on Customer's part shall be directed to live@Samant-FX.com, and shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested. Failure to object shall be deemed ratification of all actions taken by SFX, or SFX SFXs prior to Customer's receipt of said reports. Trades executed online will be confirmed online at the time of the trade and trades entered into by telephone will be confirmed verbally and online by the end of the Business Day. Pending Orders or trades executed while the Customer is offline will be reflected in the Customers SFX Open Position

window, in the SFX Margin Monitor, Account Statement Report and in their Trade History Report upon logging back into the *Trading Platform*. Customer's Account statements will be available online in the *Reports* section of **SFX** Internet Trading Platform and **Customer** monthly statements will be available by e-mail, fax and/or mail. **Customer's** failure to receive a trade confirmation shall not relieve **Customer** of the obligation to object as set out herein. **Customer understands and acknowledges that oral information provided by SFX to Customer regarding confirmations of trades and statements of Account may be unverified and incomplete due to delays in transmission and other factors beyond SFX reasonable control. Customer therefore acknowledges and agrees that any reliance upon such oral information is at Customer's risk and Customer further agrees to immediately call to SFX attention any such oral information which Customer has reason to believe is inconsistent with Customer's own information.** No provision of this Agreement shall operate to prevent SFX from correcting any en-or or omission upon discovery. The Customer agrees that such errors, whether resulting in a profit or loss, shall be corrected and **Customer's Account** will be credited or debited in such manner and extent as to place the **Account** in the same position in which it would have been had the error not occurred. **SFX** reserves the right to be the final arbiter as related to disputed Orders.

#### **15. Communications**

Reports, statements, notices and any other communications may be transmitted to **Customer** at the address set forth herein, or to such other address as **Customer** may from time to time designate in writing to **SFX**. All communications sent by e-mail shall be deemed transmitted by **SFX** when received by a transmitting SFX, or communications or recording device, designated by **Customer** or otherwise within **Customer's** actual or constructive control, and such communication shall be deemed delivered to **Customer** personally, whether actually received by **Customer** or not, and **Customer** hereby waives all claims resulting from failures to receive such communications. All communications sent by **Customer** shall not be deemed effective until accepted by gent. **Customer** shall notify **SFX** immediately of any change in **Customer's** address by e-mail to [Live@Samant-FX.com](mailto:Live@Samant-FX.com).

#### **16. Force Majeure**

**SFX** shall not be liable to the **Customer** for any loss, cost, damage or expense sustained or incurred by the **Customer**, directly or indirectly, by reason of any cause beyond **SFX's** control, including but not limited to, natural disasters, acts of God, civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), market conditions, inability to communicate with any relevant person or entity or any breakdown or failure of any transmission or communication system or computer Facility, whether belonging to **SFX**, **Customer** or any market or any settlement or clearing system.

#### **17. Trading Recommendations**

**Customer** acknowledges, understands and agrees that (i) any market recommendations and information communicated to **Customer** by **SFX** or any Introducing Broker affiliated with **SFX** do not constitute an offer to sell or the solicitation of an offer to buy any Foreign Currency Contract; (ii) such recommendation and information, although based upon information obtained from sources believed by SFX to be reliable, may be incomplete and may be unverified; and (iii) SFX makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to **Customer**.

#### **18. Intellectual Property and Confidentiality**

All copyright, trademark, trade secret and other intellectual property rights in the **SFX** Internet Trading Platform, an online trading system, shall remain at all times the sole, exclusive and absolute property of **SFX** and **Customer** shall have no right or interest in the *FIP* except for the right to access and use the *FIP* as specified herein. Customer acknowledges that the *FIP* is confidential and proprietary to **SFX** and has been developed through the expenditure of substantial skill, time, effort and money of **SFX**. The **Customer** agrees and warrants that **Customer** will protect the confidentiality of **SFX** at all times by allowing access to the *FIP* only by its employees and SFXs on a need to access basis. Customer will not publish, distribute or otherwise make any information available to third parties derived from or relating to the **SFX** Internet Trading Platform. **Customer** will not copy, modify, de-compile, reverse engineer, and make derivative works of the **SFX** Internet Trading Platform or in the manner in which it operates. Any violation of the above shall be subject to prosecution under the applicable state and federal laws.

#### **19. Indemnification**

Customer agrees to indemnify and hold **SFX**, its affiliates, employees, **SFXs**, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by **SFX** arising out of Customer's failure to fully and timely perform Customer's

agreements herein or should any of the representations and warranties made by Customer herein or at any time fail be true and correct. Except as otherwise expressly stated herein, Customer also agrees to pay promptly to **SFX** all damages, costs and expenses including attorney's fees, incurred by **SFX** in the enforcement of any of the provisions of this Agreement, any other agreements between **SFX** and Customer, and any Contracts and other transactions hereunder.

## **20. Disclosure and Financial Information**

The Customer represents and warrants that the financial information disclosed to **SFX** in this document and any and all documents provided by Customer in connection with the Customer's Account are an accurate representation of the Customer's current financial condition, trading experience and the level of investment sophistication. The Customer additionally represents to **SFX** that the information provided by the Customer in connection with this Agreement is full, complete and accurate and **SFX** is entitled to rely on this information until **SFX** receives written notice from the Customer of any change in such information. The Customer represents and warrants that the Customer has very carefully considered the portion of the Customer's Assets which the Customer deems to be Risk Capital; the Customer recognizes that Risk Capital is the amount of money the Customer is willing to put at risk and if lost would not, in any way, change the Customer's life style or otherwise materially effect Customer.

## **21. Disclosure and Customer Information**

**SFX** will not share or sell information regarding its customers and/or prospective customers, except to its employees, **SFXs**, affiliates, partners, and associates as reasonably required in the ordinary course of **SFX** business, including, but not limited to **SFX** banking or credit relationships. **SFX** may also disclose to federal or state regulatory agencies and law enforcement authorities information regarding Customer and Customer's transactions in response to a request for such information and may disclose information regarding Customer and Customer's transactions in response to a court order or subpoena.

## **22. Joint Accounts and Trust Accounts**

If more than one natural person as the Customer executes this Agreement, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, partnership or unincorporated association the Customer hereby agrees to indemnify, defend, save and hold harmless and free **SFX** for any losses, claims, costs, damages and expenses resulting directly or indirectly from breach of any fiduciary or similar duty or allegation thereof.

## **23. Amendments**

Customer understands, acknowledges and agrees that **SFX** may amend or change this Agreement, including the Annexes hereto, at any time. **SFX** will provide notice to Customer of any such amendment or change by sending an e-mail message to Customer and by posting the amendment or change on **SFX** Website [www.Samant-FX.com/](http://www.Samant-FX.com/). In the event that Customer objects to any such change or amendment. Customer agrees to liquidate Customer's Open Positions and instruct **SFX** regarding the disposition of all assets in Customer's Account within ten (10) Business Days after notice of the amendment or change has been posted to the Website. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by **SFX** or its **SFXs** 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.

## **24. Termination**

This Agreement shall continue in effect until termination, and may be terminated by Customer at any time when Customer has no open Foreign Currency Positions and/or no liabilities held by or owed to **SFX**, upon the actual receipt by **SFX** of written notice of termination. This agreement may be terminated by **SFX** at any time whatsoever upon the transmittal of written notice of termination to Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set forth in this Agreement. Any such notice of termination by **SFX** shall not relieve Customer of any obligations arising out of any *deficit balance*.

## **25. Recordings**

Customer acknowledges and agrees that any and all conversations between customer and **SFX** personnel, including but not limited to principals, **SFXs**, employees or associates, may, at the sole option and discretion of **SFX**, be recorded electronically with or without the use of an automatic tone warning device. Customer 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 Customer or **SFX**. Customer understands that **SFX** destroys such recordings at regular intervals in accordance with **SFX** established business procedures and at its sole discretion, and Customer hereby consents to such destruction.

**26. Law and Jurisdiction**

This Agreement shall be governed by, and construed in accordance with the International Laws without giving effect to conflict of laws provisions.

**27. Acceptance of the Contract**

This Customer *Agreement* shall be accepted by **SFX** and will become a legally binding contract between Customer and **SFX** when the Customer *Application* is filled out in its entirety, and when all documents including the Customer Agreement, *Risk Disclosure Statement* are read in their entirety, signed by the Customer, and accepted and signed by a qualified representative of **SFX**.

**SIGNATURE PAGE (Return this completed page to Agent)**

**Accepted and agreed by Customer**

<b>Beneficiary:</b>	
<b>Beneficiary Address:</b>	
<b>Beneficiary Bank:</b>	
<b>Beneficiary Bank Address:</b>	
<b>IBAN:</b>	
<b>Account:</b>	
<b>SWIFT Code:</b>	

<b>Primary Account Holders Signature:</b>	
Print Name:	
<b>Co-owner/Joint Account Holders Signature:</b>	
Print Name:	
<b>Co-owner/Joint Account Holders Signature:</b>	
Print Name:	
<b>Co-owner/Joint Account Holders Signature:</b>	
Print Name:	
<b>Co-owner/Joint Account Holders Signature:</b>	
Print Name:	

**Date (MM/DD/YY):**

**Accepted and agreed by Samant Inc.**

<b>Beneficiary:</b>	<b>«Samant Inc.»</b>
<b>Beneficiary Address:</b>	<b>Main Street, Charlestown, Nevis</b>
<b>Beneficiary Bank:</b>	<b>Alpha Bank Limited</b>
<b>Beneficiary Bank Address:</b>	<b>John Kennedy 3, Limassol, Cyprus</b>
<b>IBAN:</b>	<b>CY66 0090 0515 0005 1510 6005 6246</b>
<b>Account:</b>	<b>5 1510 6005 6246</b>
<b>SWIFT Code:</b>	<b>ABKLCY2NLIM</b>

<b>Officers Signature:</b>	
Print Officers Name and Title	

**Date (MM/DD/YY):**