



CUSTOMER AGREEMENT

1. INTRODUCTION

This Agreement sets out the terms and conditions governing operation of the account to be opened by you (hereinafter "the Customer") with AL Trade Incorporated (hereinafter "AL Trade Inc") for purchase and sale of foreign currencies, and also fulfillment of other transactions with AL Trade Inc on your Account. This Agreement contains the following annexes: A, B, C, D, forming an integral part hereof. The term "Agreement" includes all annexes, to which amendments from time to time can be made. All references to the terms and conditions of this Agreement include the terms and conditions, contained in this Agreement and annexes hereto. The Customer Account Application (hereinafter "the Application") is enclosed to this Agreement, which must be submitted to AL Trade Inc. Signing the Application, the Customer by that agrees with conditions of this Agreement and all annexes to it. AL Trade Inc shall rely on the information provided in the Application, and the Customer shall supply such information and guarantee that all such information is true, correct and accurate. The Customer shall undertake to inform AL Trade Inc forthwith about any changes in the supplied information using the "Contact Information Change Request".

2. DEFINITIONS

Definitions of the terms beginning in this Agreement from capital letters are given in Glossary (Annex A).

3. SERVICES PROVIDED

Subject to the terms of this Agreement and the Application accepted by AL Trade Inc, AL Trade Inc shall maintain an account in the Customer's name and may enter into transactions with the Customer in the instruments specified in the contract specifications. AL Trade Inc shall not provide physical delivery in relation to any transaction. Profit or loss in currency deposit account is deposited on/withdrawn from trading account once the transaction is closed. Unless provided otherwise by a written agreement, transactions and other arrangements, concluded between AL Trade Inc and the Customer, shall be governed by the terms and conditions of this Agreement, including relevant annexes hereto, as may be amended from time to time.

4. REPRESENTATIONS AND WARRANTIES

The Customer represents and warrants to AL Trade Inc that as of the moment of signing of this Agreement the Customer is and as of the date of execution of any other contracts and transactions shall be:

- a. A natural person of sound mind, at least 18 years of age and with full legal competence;
- b. The performance of this Agreement and the Customer's actions or obligations hereunder, same as under any contracts and other transactions contemplated by this Agreement, shall not violate any law, rule, ordinance, regulation, charter, bylaws or order applicable to the Customer;
- c. The Customer has read and understands all risks stated herein, including without limitation the risks described by AL Trade Inc in the Risk Disclosure Statement For Foreign Currency Trading (Annex C) which may be amended from time to time;
- d. The Customer has read and agrees to AL Trade Inc Trading Rules and Procedures (Annex B);



- e. All information supplied by the Customer to AL Trade Inc, including information on the Customer's trading and investment experience, is true, correct and complete. The Customer shall notify AL Trade Inc forthwith of any changes in such information;
- f. The Customer has not received any success guarantees for any transactions from AL Trade Inc or any of its representatives or other authorized agents, if any, and has not entered into this Agreement in reliance upon or in contemplation of such guarantees or representations.

5. PURCHASES AND SALES

5.1 Responsibility

The Customer acknowledges that the Customer shall be fully responsible for any instructions received by AL Trade Inc electronically and identified with the Customer's password and account number, as well as for any electronic, oral or written instructions (including any Orders).

5.2 Quotation Information

When the Customer requests a market quotation from AL Trade Inc, it may differ from the current price quoted by other sources, depending on the market condition. AL Trade Inc expects that such quotations will adequately reflect current ask and bid prices in the market for similar transactions; however, a number of factors, such as communication system delays, high volumes or volatility, may result in deviations between prices quoted by AL Trade Inc and other sources.

AL Trade Inc. has the sole competence for market price quoting.

5.3 Order Execution

AL Trade Inc shall execute all transactions that it accepts from the Customer in accordance with the Customer's orders placed through the Trading Platform. Any transactions entered into and made with AL Trade Inc shall be concluded with AL Trade Inc as a market maker. The Customer acknowledges, understands and agrees that AL Trade Inc shall not act as an intermediary, agent and advisor or in any fiduciary capacity.

The Customer acknowledges, understands and agrees that:

- a. AL Trade Inc reserves the right to refuse to accept any Order;
- b. All Orders shall be executed in compliance with the AL Trade Inc Trading Rules and Procedures (Annex B);
- c. AL Trade Inc may cancel any transaction resulting from mistaken (non-market) quotation revealed by AL Trade Inc. and / or resulting from Scalping strategy.

5.4 Quoting Errors

Should quoting errors or an erroneous price Quote from a Customer, such as, but not limited to, a wrong Big Figure Quote (Big Figure Quote - current rate without two last figures), AL Trade Inc will not be liable for the resulting errors in Customer's Account balances. AL Trade Inc reserves the right to make the necessary corrections or adjustments on a Customer's Account for such quoting errors.

5.5 Order Delays



AL Trade Inc shall not be responsible for delays in transmission of an Order due to any reasons beyond its control. As AL Trade Inc does not control signal power, data transmission and receipt via Internet, or configuration of the Customer's computer equipment and reliability of its connection, AL Trade Inc cannot be held responsible for any data communication failure, distortion or delay when the Customer trades on-line (via Internet). Trading through the AL Trade Inc electronic trading system may differ from trading by telephone or through other electronic trading systems. When the Customer makes transactions through the electronic trading system, the Customer is exposed to the risks inherent in the system, such as the failure of equipment, software, or Internet connection, and the Customer's personal computer security. The result of any system failure may be that a Customer's Order is either executed incorrectly or is not executed at all.

5.6 Limitation of Liability

To avoid misinterpretation of this Agreement, AL Trade Inc shall not be responsible for:

- a. Any damage caused directly or indirectly by any events, actions or omissions beyond the control of AL Trade Inc, including delays in transmission of Orders due to disruption, failure, or malfunction of communication or data transmission facilities, delay or distortion in the transmission of Orders and/or information due to a breakdown in or failure of transmission or communication systems, power supply interruption, damage to the Customer's computer or related equipment through software application, including not given and not supported by AL Trade Inc, or other causes beyond control of AL Trade Inc;
- b. Any loss or damage resulting, directly or indirectly, from any claims, losses, damages, costs and expenses, including attorney's fees, to any natural person or entity, arising other than as a direct result of gross negligence or malfeasance committed by AL Trade Inc, and under no circumstances shall AL Trade Inc be responsible for consequential or special damages. AL Trade Inc shall not be liable for any claim, loss or damage arising from any actions by any agent or by the Customer.

5.7 Position Limits

AL Trade Inc reserves the right to limit the number of positions which may be opened or maintained by the Customer in his account. AL Trade Inc reserves the right to refuse, in its own discretion, any Order to open a new position or increase an open position.

5.8 Recording of Orders

AL Trade Inc shall in its discretion keep a record of all transactions made by the Customer. The records of AL Trade Inc shall be final and binding upon the Customer in any disputes, including legal proceedings, and shall serve as the best evidence.

6. DEPOSITARY REQUIREMENTS

6.1 Initial Deposit

AL Trade Inc shall, in its sole discretion, determine the amount of initial deposit. The Customer shall pay the deposit to AL Trade Inc by transfer to the settlement account of AL Trade Inc or in other form as determined by AL Trade Inc in its sole discretion and shall maintain it in necessary limits.

6.2 Indemnification

Customer hereby agrees to indemnify and hold AL Trade Inc harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees, that AL Trade Inc may sustain



in relation to Margin transactions for Customer's Account as well as other transactions involving Customer or Customer's Account generally, unless resulting from gross negligence by AL Trade Inc.

7. SECURITY AGREEMENT

In order to secure any indebtedness or other obligations at any time owing from Customer to AL Trade Inc, including, without limitation, indebtedness or other obligations under any Account, Contract or other transaction with AL Trade Inc, Customer hereby assigns, pledges and grants to AL Trade Inc all of Customer's Accounts with AL Trade Inc.

8. FUNDS TRANSFER AND WITHDRAWAL

8.1 Withdrawal

Customers may transfer funds from any of their Accounts with AL Trade Inc to their bank account or any other electronic payment system account used for initial deposit transfer. To initiate such transfer, the Customer must properly complete and submit the "Funds Withdrawal Request" form, specifying the amount which the Customer wishes to withdraw and the way it should be done. AL Trade Inc reserves the right to return funds in the means they were received. Although it is permitted to withdraw any amount from the account, margin for open positions and account balance requirements must be met to maintain the account active in accordance with the conditions set out in Article 8.5 hereof and also in Article 5 of Trading Policies and Procedures (Annex B).

8.2 Funds transfer

In order to transfer funds to existing or new AL Trade Inc account Customer must properly complete and submit the Account Funding form.

8.3 Wire Transfer and Administrative Fees

The Customer agrees that AL Trade Inc shall charge a commission for each wire transfer or transfer by any other electronic payment system to cover the transfer costs.

8.4 Third Party Transfers

Transfers to any third parties are not permitted.

8.5 Account Balance Requirements

The minimum account balance allowed should be equal or greater than the minimal margin required for opening single position depending on the account type and leverage level. Accounts, that don't meet specified requirements, are subject to deactivate after 90 days inactivity period. The account remains in an inactive state while corresponding instructions are not received from the Customer.

9. PASSWORD PROTECTION

The Customer shall keep the password secret and shall take steps to prevent other parties from receiving access to the Customer's account or other trading facilities. The Customer shall be liable to AL Trade Inc for any transactions executed by means of the Customer's password, even if such use was unlawful.



10. CHARGES, ROLLOVER AND OTHER EXPENSES

The Customer realizes that AL Trade Inc derives compensation from spread. AL Trade Inc may charge for incidental banking costs, such as charges for bank transfers in the event of deposit or withdrawal of funds, etc. AL Trade Inc reserves the right to change its existing incidental fee structure at any time and without prior notice.

The Customer is obliged to pay Commission and charges to AL Trade Inc that is set at AL Trade's own discretion. Rate of Commissions and Swap are indicated in "Contract Specifications" page of AL Trade Inc website. AL Trade Inc can change rates of Commissions, Swap and other charges without beforehand notification of the Customer. All changes are issued on website of AL Trade Inc.

AL Trade at its own discretion can charge Commission on Trades for accounts using Scalping trading strategies. In this case all trading restrictions concerning scalping and covered by this Agreement will not be applied.

11. CONFIRMATIONS AND CLAIMS

11.1 Confirmations

The terms of each transaction shall be specified in the Confirmation which shall be evidence of a completed transaction. If a Confirmation is not received by the Customer for any reason, including computer failure, the transaction shall not be invalidated, and the records of AL Trade Inc relating to this transaction shall be conclusive evidence of the terms of this transaction. All transactions made online through the Trading Platform shall be confirmed online upon execution.

11.2 Claims and Corrections

Any objections of the Customer to any of the information contained in the confirmations or other information relating to the Customer's Accounts shall be made in writing or in the electronic format and shall contain sufficient information for identifying the problem or error. The Customer may give objections to any confirmation or any other account related information having submitted objections as electronic document within two (2) business days. Absence of any claims during the aforesaid period shall be deemed the Customer's ratification of any actions undertaken by AL Trade Inc. The Customer agrees to inform AL Trade Inc forthwith about any oral information which the Customer has reasons to believe is inconsistent with his own information. The Customer understands, acknowledges and realizes that any errors whether resulting in profit or loss must be corrected, and the Customer's account must be credited or debited in appropriate way.

12. CORRESPONDENCE

12.1 General

Any communications, reports, notices and any other correspondence from AL Trade Inc may be transmitted to the Customer in one of the following ways:

- a. Via the ALTrade Inc web site;
- b. By e-mail;
- c. By the Trading Platform internal mail subsystem;
- d. By post or other delivery service to the Customer's current address as reflected in AL Trade Inc records.



Customer has to inform AL Trade Inc immediately about any changes in his postal or e-mail address or any other personal information, using the "Contact Information Change Request" form. Any correspondence from AL Trade Inc shall be deemed effective after it has been left with post or other delivery service or received by a transmitting agent (such as ISP) for forwarding to the Customer, whether actually received by Customer or not.

12.2 Correspondence to AL Trade Inc

Notices and any other communications from Customer may be transmitted to AL Trade Inc: by mail or other delivery service on the address of AL Trade Inc administrative office at: 26 York street, W1U6PZ, London, GB; any other address posted on official AL Trade Inc Website, or as an electronic document submitted thru the AL Trade Inc Website.

13. FORCE MAJEURE

AL Trade Inc shall not be liable to the Customer for any claims, losses, damage, costs or expenses, including attorneys' fees, arising directly or indirectly out of any events, actions or omissions, including but not limited to any claims, losses, damage or expenses, including attorneys' fees, resulting from civil unrest, hostilities, riot, foreign intervention, governmental actions (including but not limited to currency exchange restrictions, forfeiture, nationalization, devaluation), natural disaster, Act of God, market conditions, impossibility to contact any relevant person, or in the event of delay, interruption in power supply or power outage, failure or malfunction of data transmission systems, communication or computer equipment, whether belonging to AL Trade Inc, the Customer, or to any market or other settlement or clearing system.

14. NO ADVICE OR RECOMMENDATIONS

AL Trade Inc is not an investment advisor and does not give any trading or market recommendations, advices or instructions in its communications, including its market analysis updates or any other analytics information, which shall not be deemed to be trading or market recommendations, advices or consultations on investments of any kind whatsoever.

15. NO PROMISES OR GUARANTEES

The Customer acknowledges that the Customer engages in trading exclusively for his own account and risk and has no arrangements with any employee of AL Trade Inc or its agents in respect of trading in the Customer's Account, including arrangements to guarantee profit or limit losses on his Account. No such arrangement or promise has been authorized or has legal effect. The Customer understands that he is obligated to immediately notify AL Trade Inc in writing of any such arrangement with or promise by any person allegedly representing or acting on behalf of AL Trade Inc. Moreover, the Customer understands that any promise made by anyone in respect of the Customer's account differing from the statements, received by the Customer from AL Trade Inc, must be forthwith communicated to AL Trade Inc in writing. The Customer understands that he is obligated to authorize all transactions prior to their execution, and that any disputed transaction must be brought to attention of AL Trade Inc. The Customer agrees to relieve AL Trade Inc from any liability for any damage which may be sustained as a result of the Customer's failure to notify AL Trade Inc of any occurrences described above. All correspondence pertaining to such matters shall be sent to AL Trade Inc in accordance with the requirements set out in Article 12.2 hereof.

16. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All copyright, trademark, technological secrets and other intellectual property rights in the Trading Platform are the property of AL Trade Inc. The Customer shall not have any rights to the Trading Platform, except for the right to have access to and use the Platform for the purposes set forth in this Agreement. The Customer acknowledges that the Trading Platform is confidential and is a



property of AL Trade Inc and that significant intellectual resources, time, efforts and money have been spent for its development. The Customer will not publish, distribute, or otherwise make available to third parties any information derived from or relating to the Trading Platform. The Customer will not copy, reproduce, modify, decompile, reverse engineer or convert the Trading Platform or the manner in which it operates.

17. INDEMNIFICATION

In addition to other specific indemnification in this Agreement, Customer agrees to indemnify and hold AL Trade Inc, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, claims, losses, damages, costs and expenses, including attorneys' fees, incurred by AL Trade Inc arising out of:

- a. Customer's failure to fully and timely perform its obligations hereunder;
- b. Any of Customer's representations and warranties made hereunder that may at any time fail to be true or correct.

Customer also agrees to pay promptly to AL Trade Inc any and all claims, losses, damages, costs and expenses, including attorneys' fees, incurred by AL Trade Inc in the enforcement of any of the provisions of this Agreement, any Contracts and other transactions hereunder, and any other agreements between AL Trade Inc and Customer and the collection of any amounts due hereunder and thereunder.

18. PRIVACY AND DISCLOSURE OF CUSTOMER INFORMATION

AL Trade Inc shall not distribute information pertaining to its Customers and/or potential Customers. Furthermore, AL Trade Inc shall not share such information with anyone except its employees, agents, partners and associates to the extent required for the conduct of business on behalf of Customers, including but not limited to its banking and credit relationships. AL Trade Inc may disclose information on the Customer or the Customer's transactions to regulatory and law enforcement authorities in response to the appropriate, legally valid requests for submission of such information and in response to court orders or subpoenas.

19. AMENDMENTS

The Customer understands, acknowledges and agrees that AL Trade Inc may amend or change this Agreement, including Annexes hereto, at any time. AL Trade Inc shall notify the Customer of any such amendment or change by releasing a corresponding formal notice as provided by Article 12.1 above. The Customer agrees that any amendments or changes will take effect and become binding in 7 (seven) days after the notice of such amendment or change has been posted. AL Trade Inc has the right to apply of these amendments or changes retroactive to all existing positions, opened up to the entering of these amendments or changes into the force. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by AL Trade Inc or its agents to assert its rights under this Agreement on any occasion or series of occasions.

20. TERMINATION

This Agreement shall continue and be in effect until terminated by the Customer or AL Trade Inc. AL Trade Inc may, in its sole discretion and at any time, terminate this Agreement, with such termination taking effect on the date on which termination notice has been given and/or payments made to the Customer. The Customer may terminate this Agreement, if:

- a. The Customer does not have any outstanding orders or open positions and does not have any commitments or debts AL Trade Inc;



- b. The Customer has given a 10 (ten) days prior termination notice to AL Trade Inc by e-mail, post or any other delivery service as provided by Article 12.2 above;
- c. AL Trade Inc has receives such notice and has sent corresponding acknowledgement as provided by Article 12.1 above. Termination of this Agreement by either party shall not affect any contract or other transactions previously entered into and shall not relieve either party from its obligations hereunder. Termination of this Agreement shall not relieve Customer from any obligations arising out of any deficit balance.

21. ENTIRE AGREEMENT

This Agreement, including all Annexes hereto, together with the Customer's Account Application and all documents attached thereto, embody an entire Agreement between the parties, superseding all prior written or oral agreements.

22. RECORDINGS

Customer acknowledges and agrees that any and all conversations between Customer and AL Trade Inc principals, agents, employees or associates, including the AL Trade Inc Support Services, may, in the sole discretion of AL Trade Inc, 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 AL Trade Inc.

23. BINDING EFFECT

This Agreement shall be continuous and shall apply individually and collectively to all Customer's accounts opened and reopened with AL Trade Inc, regardless of any change or changes relating to any employees of AL Trade Inc or those of its successors, trustees and affiliates. This Agreement, including all authorities hereunder, shall remain in force for AL Trade Inc and its successors and authorized persons in the event of merger, consolidation or other structural changes, and shall remain binding upon the Customer and/or his personal representatives, heirs, executors, managers, trustees, legatees, administrators, successors and authorized persons.

24. GOVERNING LAW

This Agreement falls within the jurisdiction of and shall be interpreted and performed in accordance with the law of the British Virgin Islands and does not contain any conflicts with the Law which may preclude or prevent performance under this Agreement.

25. ENTRY INTO FORCE

This Agreement is between AL Trade Inc., whose registered address is P.O.Box 3321, Road Town, Tortola, British Virgin Islands, and the registration number is 579246, and each of those who provided the duly filled and signed Customer Account Application and valid identity documents. After receiving by AL Trade Inc. of Application, properly issued and signed by the Customer, the Agreement between the Customer and AL Trade Inc. enters into force from the moment of its acceptance by AL Trade Inc., a notice whereof shall be given to the Customer. The Customer confirms that he has received, read and understood this Agreement, including all annexes hereto, and agrees to all provisions contained therein.