makaSKY
MAKASKY LIMITED

Level 2, Lot 19, Phase 3, Lazenda Commercial Centre,87007
Labuan F.T., Malaysia.
Tel: +60 87 421 644 Fax: +60 87 421 646
Email: info@makaskyltd.com

Terms & condition

Introduction

These General Terms and Condition, together with the Schedules and accompanying documents, as amended from time to time ("Terms of Business") apply to Retail and Professional Clients of MAKASKY Limited ("MAKASKY") These Terms of Business set out the terms of the contract between you and us. These Terms of Business are legally binding and shall take effect and be deemed accepted when we receive your executed signature page to these Terms of Business. We will deal with you on an execution only basis at all times.

Please note that we shall not provide you with any advice on the merits of you entering into these Terms of Business or any Transaction.

We shall not provide you with any tax advice on the same. You may wish to seek independent advice from an appropriate professional consultant, advisor counselor, firm, etc. before entering into these Terms of Business and/or any Transaction.

Contents

• General Terms of Business
• Schedule 2 - General Risk Disclosure Notice.

These Terms of Business set out important aspects of the relationship between MAKASKY and its clients. If there is any aspect of these Terms of Business that you do not understand or where you require further information you should contact Client Services at the address below:

Level 2, Lot 19, Phase 3, Lazenda Commercial Centre,87007
Labuan F.T., Malaysia.
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Email: info@makaskyltd.com

In connection with opening an account with MAKASKY to speculate and/or purchase and/or sell foreign exchange in the international Over-the-Counter Foreign Currency Markets (hereinafter referred to as "FOREX"), and the receipt of such other services and products as MAKASKY may, in its sole discretion, determine to offer from time to time in the future, Client acknowledges that it has been advised and understands the following factors concerning trading in FOREX, in addition to those contained in the Additional Risk Disclosure Statement, AML Policy, and Terms of Business, Trading Policies & Procedures documents, all of which has been provided to Client.

Please review these documents thoroughly and ensure you have read and understood all the conditions and terms relating to your trading account. Clients are asked to confirm their acceptance of these terms and conditions by signing the signature page of these Terms of Business and returning the hardcopy signature page of these Terms of Business enclosed.

In consideration of MAKASKY agreeing to carry one or more accounts of the undersigned ("Client") and providing services to Client in connection with the purchase and sale of currency in FOREX, and the receipt of such other services and products as MAKASKY may, in its sole discretion, determine to offer from time to time in the future and which may be purchased or sold by or through MAKASKY for Client's accounts(s), Client agrees as follows:

1. TERMS AND HEADINGS

The term "MAKASKY" shall be deemed to include MAKASKY Mauritius, their servicing affiliates, managed account affiliates, subsidiaries, their successors and assigns; the term "Client" shall mean the party (or parties) executing the Agreement; and the term "Agreement" shall include all other agreements and authorizations

executed by Client in connection with the maintenance of Client's account with MAKASKY regardless of when executed. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

2. AUTHORIZATION TO TRADE

MAKASKY is authorized to purchase and sell FOREX for Client's account(s) with leading global counter party banks or and sophisticated FOREX clearing institutions or participants in accordance with Client's oral or written or computer instructions, subject to the terms of this Agreement and all annexes hereto. Unless instructed by Client to the contrary in writing, MAKASKY is authorized to execute all orders with such banking institutions, counter party, bank, or sophisticated institutional participants as MAKASKY deems appropriate. Client is obligated to keep passwords secret and solely responsible to ensure that third parties do not obtain access to the password or MAKASKY's trading facilities. Client agrees to be conclusively responsible for any instruction received electronically that is identified with Client's password and account number and for any el MAKASKY, in its sole judgment, believes are apparently authorized by Client. If Client's account is titled as a joint account, MAKASKY is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading in the account and the disposition of any and all assets in the account. MAKASKY 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 MAKASKY in reliance on any such instructions or on the apparent authority of any such persons. Electronic, oral and written instruction (including, but limited to, any order) to MAKASKY from persons.

3. GOVERNMENTAL COUNTER PARTY INSTITUTION AND INTERBANKING SYSTEM RULES

All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the counter party institution or other interbank market (and its clearing organization, if any) where executed and to all applicable laws and regulations. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, or a contract market or clearing organization which shall be binding upon

MAKASKY and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. 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. MARGINS AND DEPOSIT REQUIREMENTS

Client shall provide to and maintain with MAKASKY margin in such amounts and in such forms as MAKASKY, in its sole discretion, may require. Such margin requirements may be greater or less than margins required by a counter party bank. MAKASKY may change margin requirements at any time. Client agrees to deposit by immediate wire transfer, or other payment method acceptable to MAKASKY, such additional margin when and as required by MAKASKY and will promptly meet all margin calls in such mode of transmission as MAKASKY in its sole discretion designates. MAKASKY may at any time proceed to liquidate Client's account and any failure by MAKASKY to enforce its rights hereunder shall not be deemed a waiver by MAKASKY to enforce its rights thereafter. MAKASKY retains and reserves the right to limit the amount and/or total number of open positions which Client may acquire or maintain at MAKASKY, and to increase margin requirements in advance of earnings or other news or events, with or without notice, either before such events or retroactively or at any other time that it deems at its sole discretion. MAKASKY will attempt to execute all orders which it may, in its sole discretion, choose to accept in accordance with the oral or written or computer instructions of Client's. MAKASKY reserves the right to refuse to accept any order.

However, MAKASKY shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of MAKASKY 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. In the event that Client directs MAKASKY to sell any margin, collateral, contract or other property

and MAKASKY is unable to deliver such margin, collateral, contract or other property to a purchaser because Client fails to deliver it to MAKASKY, MAKASKY may borrow or purchase any margin, collateral, contract or property necessary to make such delivery, and Client hereby agrees to guarantee and hold MAKASKY harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees that MAKASKY may sustain.

5. ROLLOVERS AND DELIVERY

In the absence of contrary instructions from Client, MAKASKY is authorized, at MAKASKY's absolute discretion, to deliver, rollover or offset all or any portion of the Currency positions in the FOREX account(s) for Client's Account(s) and at Client's risk. Client's account(s) shall be charged any applicable commissions and /or interest, upon the rollover or offset of a Currency position. In some cases MAKASKY offers interest free sharia accounts for religious reasons with such must be applied for at the time of account opening.

6. COLLATERAL AND LENDING AGREEMENT

All funds, securities, currencies, and other property of Client which MAKASKY or its affiliates may at any time be carrying for Client (either individually, jointly with other, 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 its books for any purpose, including safekeeping, are to be held by MAKASKY as security and subject to a general lien and right of set-off for liabilities of Client to MAKASKY whether or not MAKASKY has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts Client may have with MAKASKY. MAKASKY 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 MAKASKY 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 MAKASKY as margin or security. MAKASKY shall at no time be required to deliver to Client the identical property delivered to or purchased by MAKASKY for any account of Client. This authorization shall apply to all accounts carried by MAKASKY for Client and shall remain in full force until all accounts are fully paid for by Client or notice of

revocation is sent by MAKASKY from its home office. Any failure by MAKASKY to enforce its rights hereunder shall not be deemed a future waiver of such rights by MAKASKY. MAKASKY is irrevocably appointed as attorney in-fact for Client and is authorized, without notice to Client, to execute and deliver any documents, give any notice and to take any actions on behalf of Client, including the execution, delivery and filing of financing statements, that MAKASKY deems necessary or desirable to evidence or to protect MAKASKY's interest with respect to any collateral. In the event that the collateral deemed acceptable to MAKASKY is at anytime insufficient to satisfy Client's indebtedness or other obligations to MAKASKY, including obligations to provide margin in accordance with section 4 above, Client shall promptly pay upon demand the entire amount of such deficit.

7. 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 MAKASKY, (d) insufficient margin, or MAKASKY'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 us with any information requested pursuant to this Agreement; or (f) any other circumstances or developments that we deem appropriate for its protection, and in MAKASKY's sole discretion, it may take one or more, or any portion of, the following actions: (a) satisfy any obligation Client may have to us, either directly or by way of guaranty of surety ship, out of any of Client's funds or property in MAKASKY's custody or control; (b) sell any or purchase any or all Currency contracts, securities held or carried for Client; and (c) 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. Prior demand or notice of sale or purchase shall not be considered a waiver of MAKASKY's right to sell or buy at any time in the future without demand or notice

as provided above. In liquidation of Client's long or short positions, MAKASKY may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a hedge which in MAKASKY's sole judgment may be advisable to protect or reduce existing positions in Client's account. Any sales or purchases hereunder may be made according to MAKASKY's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and MAKASKY 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 of Client upon demand by MAKASKY 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 MAKASKY or by Client. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of Client due to MAKASKY, Client shall promptly pay upon demand, the deficit and all unpaid liabilities, together with interest thereon equal to three (3) percentage points above the then prevailing prime rate at MAKASKY's principal bank or the maximum interest rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, witness fees, travel expenses and the like. In the event MAKASKY incurs expenses other than for the collection of deficits, with respect to any of the account(s) of Client, Client agrees to pay such expenses.

8. CHARGES

Client shall pay such brokerage fees, commissions interest payments and special service and all other fees arising out of MAKASKY providing services hereunder in accordance with the MAKASKY fee schedule then in effect. We may charge for incidental banking related fees such as wire charges for deposits/withdrawals and returned check fees. MAKASKY reserves the right to change its fee structure at any time without notice. Fees may include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organization arising out of MAKASKY's provision of services hereunder. Client may incur additional fees for the purchase of optional, value added services we offer.

9. STATEMENT AND CONFIRMATION

Reports of the confirmation of orders and statements of accounts for Client shall be deemed correct and shall be conclusive and binding upon Client if not objected to within TWENTY FOUR HOURS of posting online by MAKASKY. Margin calls shall be conclusive and binding. Failure to object shall be deemed ratification of all actions taken by MAKASKY or MAKASKY's agents prior to Client's receipt of said reports.

10. COMMUNICATIONS

Reports, statements, notices and any other communications will be posted online and may be transmitted to such address as Client may from time to time designate in a written or electronic communication to MAKASKY.

11. MAKASKY RESPONSIBILITIES

MAKASKY 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 MAKASKY's control or anticipation. In addition, orders must be placed allowing sufficient time to execute and to calculate necessary margin requirements. MAKASKY does not warrant that MAKASKY's trading platform or any services provided will be available without interruption or will be error free and such trading platform and services are being provided "AS IS" without any representation or warranty of any kind whatsoever except as otherwiseset forth herein. MAKASKY shall not be liable for losses arising from the default of any agent or any other party used by MAKASKY under this Agreement. MAKASKY will not be liable for any losses or damages suffered or incurred by Client relating to or as a result of Client's use of MAKASKY's trading platform or services. Under no circumstances shall MAKASKY be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, MAKASKY's trading platform or services including but not limited to lost profits, loss of business, trading loss, loss of data or use of data, any unauthorized access to, alteration, theft or destruction of Client's computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services, or for any direct or indirect, special or consequential damages however caused and under any theory of liability and whether or not MAKASKY has been advised of the possibility of such damage. Client agrees that the terms in this Section 11 represent a reasonable

allocation of risk, that this section is an essential element of this Agreement and that in its absence; the economic terms of this Agreement would be substantially different. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if MAKASKY has been advised of the possibility of such damage. MAKASKY has no liability or duty of indemnification related to unusable data, lost or corrupt. Client transactions or data, by whatever means, in whatever form. This limitation of liability additionally eliminates any duty or liability on the part of MAKASKY related to unusable date, lost or corrupt Client transactions or data, resulting in part or in whole from third party software or networking goods or services or from internet related problems or from actions or events outside of MAKASKY's control. MAKASKY disclaims any and all liability resulting from or related to any breach of internet security or disruption, distortions or delays of Client's connections to the internet, due to any reason. As FOREX is not an exchange traded market, prices at which MAKASKY deals at or quotes may or may not be similar to prices at which other OTC market makers deal at or quote. Should a quoting or execution error occur, which may include, but are not limited to, a mistype of a quote, a quote that is not representative of fair market prices, an erroneous price quote from a dealer or erroneous price quote due to failure of hardware, software or communication lines or systems or inaccurate external data feeds provided by thirdparty vendors, MAKASKY will not be liable for the resulting errors in account balances. Internet, connectivity delays, and price feed errors sometimes create a situation where the prices displayed do not accurately reflect market rates. The concept of arbitrage and "scalping", or taking advantage of these internet delays, cannot exist in an OTC market where the client is buying or selling directly from the market maker. MAKASKY does not permit the practice of arbitrage on MAKASKY's platform. MAKASKY strictly forbids any form of manipulation of its prices, execution, and platform. MAKASKY reserves the right to investigate and review any account MAKASKY suspects of manipulation and withhold funds suspected of being derived from such activity. The foregoing list is not meant to be exhaustive and in the event of a quoting or execution error, arbitrage strategy or manipulation, MAKASKY reserves the right to make the necessary corrections or adjustments on the account involved. Any dispute arising from such quoting or execution errors or prohibited activities will be resolved by MAKASKY in its sole and absolute discretion.

12. CURRENCY FLUCTUATION RISK

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

13. RISK ACKNOWLEDGMENT

Client acknowledges that investment in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss of their entire margin deposit. Client understands that because of the low margin normally required in FOREX trading, price changes in FOREX may result in significant losses. Client warrants that Client is willing and able, financially and otherwise, to assume the risk of FOREX trading, and in consideration of MAKASKY's carrying his/her account(s),Client agrees not to hold MAKASKY responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Client recognizes that guarantees of profit or freedom from loss are impossible of performance in FOREX trading. Client acknowledges that Client has received no such guarantees from MAKASKY or from any of his/her representatives or any introducing agent or other entity with whom Client is conducting his/her MAKASKY account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations.

14. TRADING RECOMMENDATIONS

(a) Client acknowledges that (i) any market recommendations and information communicated to Client by MAKASKY or by any person within the company or its managed trading affiliates, does not constitute an offer to sell or the solicitation of an offer to buy any FOREX contract, (ii) such recommendation and information, although based upon information obtained from sources believed by MAKASKY to be reliable, may be based solely on a broker's opinion and that such information may be incomplete

and may be unverified, and (iii) MAKASKY 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 Client. Client acknowledges that MAKASKY and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell currencies, which are the subject of market recommendations furnished to Client, and that the market position of MAKASKY or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Client by MAKASKY. Client acknowledges that MAKASKY makes no representations concerning the tax implications or treatment of contracts; and, (b) Client further acknowledges that should Client grant trading authority or control over Client's account to a third party ("Trading Agent"), whether on a discretionary or nondiscretionary basis, MAKASKY shall in no way be responsible for reviewing Client's choice of such Trading Agent nor making any recommendations with respect thereto. Client understands that MAKASKY makes no warranties nor representations concerning the Trading Agent, that MAKASKY shall not be responsible for any loss to Client occasioned by the actions of the Trading Agent and that MAKASKY does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent. If Client gives Trading Agent authority to exercise any of its rights over Client's account(s), Client understands that Client doesso at Client's own risk.

15. CLIENT REPRESENTATIONS AND WARRANTIES

Client represents and warrants that: (a), if Client is a natural person, Client is of sound mind, legal age and legal competence. (b). if Client is not a natural person, (i) Client is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) 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 other transactions contemplated hereunder have been duly authorized by Client; and (iii) each person executing and delivering this Agreement and all other transactions contemplated hereunder on behalf of the Client performing the obligations contemplated under this Agreement and all other transactions contemplated hereunder on behalf of Client, has been duly authorized by Client to do so. (c) No person other than Client has or will have an interest in Client's account(s) and Client has not granted and will not grant a security interest in Client's

account with MAKASKY (other than the security interest granted to MAKASKY hereunder) to any person without MAKASKY's prior written consent. Client 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 MAKASKY hereunder) without MAKASKY's prior written consent; and, (d) Client hereby warrants that regardless of any subsequent determination to the contrary, Clients suitable to trade FOREX and is a sophisticated institution and/or institutional participant; and, (e) Client is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company, and in the event that Client becomes so employed, Client will promptly notify us, at MAKASKY's home office, in writing, of such employment; and, (f) Client will execute and deliver all documents, give all notices, make all filings and take such other actions as MAKASKY, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of MAKASKY or to protect MAKASKY's interests with respect to any Collateral; and, (g) Client has read and understands the provisions contained in this Agreement, including, without limitation, MAKASKY's Risk Disclosure Statement and Privacy Statement; and (h) Client will review this Agreement each time it is amended; and (i) Client will not affect any transaction in Client's account unless Client understands this Agreement, and Client agrees that in effecting any transaction it is deemed to represent that it has read and understands this Agreement as in effect at the time of such transaction; and (j) Client agrees to, and shall at all times comply with all applicable laws, statutes and regulations and Client hereby declares that the execution and delivery by Client of this Agreement and all other transactions contemplated hereunder, and performance of all of Client's obligations contemplated under this Agreement and any other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Client. You may not use your personal account with us for any illegal activity.

16. DISCLOSURE OF FINANCIAL INFORMATION

The Client represents and warrants that the financial information disclosed to us in his/its Application is an accurate representation of the Client's current financial condition. The Client represents and warrants that the Client has very carefully considered the portion of the Client's assets which the Client considers to be risk

capital. The Client recognizes that risk capital is the amount of money the Client is willing to put at risk and the lost of it would not, in any way, change the Client's lifestyle. The Client agrees to immediately inform us if the Client's financial condition changes in such a way to reduce the Client's net worth, liquid assets and/or risk capital.

17. NO GUARANTEES

Client acknowledges that Client has no separate agreement with Client's broker or any MAKASKY employee or agent regarding the trading in Client's MAKASKY account, including any agreement to guarantee profits or limit losses in Client's account. Client understands that Client must authorize every transaction prior to its execution unless Client has delegated discretion to another party by signing MAKASKY's limited trading authorization, and any disputed transactions must be brought to the attention of MAKASKY's Compliance Officer pursuant to the notice requirements of this Client Agreement. Client agrees to indemnify and hold MAKASKY harmless form all damages or liability resulting form Client's failure to immediately notify MAKASKY's Compliance Officer of any of the occurrences referred to herein. All notices required under this section shall be sent to MAKASKY at its home office.

18. JOINT ACCOUNTS

Each tenant has authority: a) to trade for the account subject to any applicable laws and the MAKASKY terms and conditions specified herein, 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 MAKASKY fully. MAKASKY has the authority to require joint action by the parties of the account in matters of the account. MAKASKY has possession over the security of the account individually or jointly. If a death occurs to one or more of the tenants, MAKASKY 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. Up to the time valid written notification is provided to MAKASKY, each tenant is presumed to have equal share in the joint account.

19. INTRODUCING BROKERS

If Client's account has been introduced to MAKASKY by an Introducing Broker ("IB"), Client understands and acknowledges that MAKASKY may compensate Introducing Broker for introducing Client to MAKASKY and that such compensation may be on a per trade or other basis. The following is an allocation of responsibilities for each entity. It is intended to be a general disclosure and not a definitive enumeration of each and every responsibility and is subject to change and reallocation of responsibilities between MAKASKY and the Introducing Broker.

20. DISCLOSURE OF CLIENT INFORMATION

MAKASKY will not share or sell information regarding clients and/or prospective clients, except to its employees, agents, partners, and associates as required in the ordinary course of business, including, but not limited to, MAKASKY's banking or credit relationships, or to other persons as disclosed in MAKASKY's Privacy Statement. MAKASKY may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding Client and Client's transactions in response to a request for such information or in response to a court order or subpoena. MAKASKY will share or sell statistical information without disclosing Client's identity.

21. GOVERNING LAW AND JURISDICTION

This Agreement, 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 by us, shall be governed by, construed and enforced in all respects by the laws of Malaysia and shall be held, at the sole discretion of MAKASKY, within Malaysia, exclusively. Client consents and submits to, and waives any objection that it may have to such venue, and further agrees to waive any right that it may have to transfer or change the venue or any such action or proceeding. Client consents and submits to the jurisdiction of any appropriate court located within Malaysia in any action or proceeding arising directly or indirectly hereunder, whether brought by Client or MAKASKY.

22. BINDING EFFECT

This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Client at any time opened or reopened with MAKASKY irrespective of any change or changes at any time in the personnel of MAKASKY or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of MAKASKY 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 MAKASKY 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.

23. TERMINATION

This Agreement shall continue in effect until termination, and may be terminated by Client at any time upon three days prior written notice when Client has no open Currency position(s) and no liabilities held by or owed to MAKASKY upon the actual receipt by MAKASKY at its home office of written notice of termination, or at any time whatsoever by MAKASKY upon the transmittal of written notice of termination to Client; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement nor shall it relieve Client of any obligations arising out of any deficit balance.

24. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All copyright, trademark, trade secret and other intellectual property rights and proprietary rights to the MAKASKY website in its totality, its contents and any related materials ("MAKASKY IP") shall remain at all times the sole and exclusive property of MAKASKY and Clients shall have no right or interest in the MAKASKY IP except for the right to access and use the MAKASKY IP as specified herein. Client acknowledges that the MAKASKY IP is confidential and has been developed through the expenditure of substantial skill, time, effort and money. The Client will protect the confidentiality of the MAKASKY IP and not allow website access to any third party. Client will not publish, distribute, or otherwise make MAKASKY liable to third parties any information derived from or relating to the MAKASKY IP. Client will not copy, modify,

de-compile, reverse engineer, or make derivative works of the MAKASKY IP or in the manner in which it operates.

25. INDEMNIFICATION

Client agrees to indemnify and hold MAKASKY, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by MAKASKY arising out of Client's failure to fully and timely perform Client's obligations herein or should any of Client's representations and warranties fail to be true and correct. Client also agrees to pay MAKASKY promptly all damages, costs and expenses, including attorney's fees, incurred in the enforcement of any of the provisions of this Agreement and any other agreements between us and Client. In addition to any limitations of liability specified elsewhere in this Agreement, MAKASKY shall not be held liable and is released from all claims and losses incurred in such regard if the claim or loss was caused or contributed to by (a) Client's conduct: the actions or omission to act on the part of Client, (b) Forged Signature: forged or unauthorized signatures on any document or communication in connection with Client's account or this Agreement, (c)Malfunctions: system malfunction, equipment failure (whether Client's equipment or MAKASKY's equipment), system interruption or system unavailability, (d) Delay: delays, failure or errors in implementing any instruction, or (e) Information: inaccurate or incomplete instructions received by MAKASKY from Client.

26. RECORDINGS

Client agrees and acknowledges that all conversations regarding Client's account(s) between Client and MAKASKY personnel may be electronically recorded with or without the use of an automatic tone warning device. 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 MAKASKY. Client understands that MAKASKY destroys such recordings at regular intervals in accordance with MAKASKY's established business procedures and Client hereby consents to such destruction.

27. 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 MAKASKY. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by MAKASKY or failure of MAKASKY's 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.

28. LEGAL RESTRICTIONS

Without limiting the foregoing, Client understands that laws regarding financial contracts vary throughout the world, and it is Client's obligation alone to ensure that Client fully complies with any law, regulation or directive, relevant to Client's country of residency with regards to the use of the Web site. For avoidance of doubt, the ability to access to MAKASKY's Web site does not necessarily mean that MAKASKY's services, and/or Client's activities through it, are legal under the laws, regulations or directives relevant to Client's country of residency. This Web site does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation. Access to this Web site, and the offering of financial contracts via this site, may be restricted in certain jurisdictions, and, accordingly, users accessing this site are required to inform themselves of, and to observe, such restrictions

29. DECLARATION

By acceptance of this Agreement, Client hereby declares that the moneys invested in Client's account with MAKASKY do not originate from drug trafficking, abduction, or any other criminal activity.

30. TAX COLLECTION

Client knows, understands and agrees that, in general, MAKASKY does not collect tax for any authority in any form or manner. Without limiting the foregoing, it is Client's obligation alone to calculate and pay all taxes applicable to you in Client's country of residential jurisdiction, or otherwise arising as a result of Client's trading activity from the use of the MAKASKY's services. Without derogating from Client's sole and entire responsibility to perform tax payments, Client agrees that MAKASKY may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with MAKASKY. Client is aware that amounts that may be withdrawn by Client from Client's account are "gross amounts", from which the MAKASKY may deduct such taxes, and that Client shall have no claim towards MAKASKY with regard to such deductions.

31. ACCOUNT PROCEDURES - IDENTIFICATION

Client acknowledges that applicable laws require financial institutions to obtain, verify, and record information identifying each person who opens an account and, accordingly, Client has provided MAKASKY with certain identifying information and documents. Client confirms that Client has provided true, accurate, current and complete information during the registration process, and that Client has not impersonated any person or entity, or misrepresented any affiliation with another person, entity or association, used false headers or otherwise concealed Client's identity from MAKASKY for any purpose.

32. WITHDRAWAL AND DEPOSIT PROCEDURES

Client further acknowledges and accepts MAKASKY's procedures with respect to withdrawals and deposits to accounts as set forth below: Withdrawal orders: The provision of documentation as may be required from time to time by AML regulations, credit card companies and MAKASKY, is a prerequisite, prior to the execution of a withdrawal order. Credit card deposits may be, according to credit card companies' regulations, returned to the same credit card when a withdrawal is performed. A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to credit card or to the bank account at MAKASKY's discretion. Withdrawals to bank account may take a longer time period, due to additional security procedures. Credit Card Deposits Variance: When choosing an

account base currency other than USD, Client's credit card may be debited sums which due to exchange rates and credit card companies' fees, may slightly vary from the initial sum that has been deposited by Client in the account base currency. Client hereby accepts that such variations may occur and hereby affirms that Client shall not seek to object or charge this back. When depositing by a Bank Transfer, as required by anti money-laundering regulations, Client is required to use only one bank account, which is in Client's country of residence and in Client's name. An authentic SWIFT confirmation, showing the origin of the funds, must be sent to MAKASKY. Failure to submit such SWIFT may result in the return of the deposited amount, hence preventing the deposit of such pending amounts to Client's account. Any withdrawal of funds, from Client's MAKASKY account to a bank account, can only be refunded to the same bank account that the funds were originally received from. Alternative payment methods (internet payment vendors; money transfer services; etc.): when depositing funds using a facility other than credit cards and/or banks, you agree to, and acknowledge being bound by, the regulations and rules of such service, including, but not limited to, fees and other restrictions. MAKASKY, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with anti money laundering regulations.

33. THIRD PARTY ADVISOR DUE DILLIGENCE

If Client's account is associated with a third party trading advisor, Client recognizes that foreign currency trading advisory may include false advertising and misleading information. Client acknowledges that it has had the opportunity to conduct any necessary due diligence regarding their third party trading advisor, including but not limited to: (a) reviewing 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 examining references from another client; or (b) having his/her attorney or accountant verify the accuracy of any performance record provided to Client, and review any contractual agreement to be executed by and between Client and the third party trading advisor. Client recognizes the foregoing, and confirms that he/she has: (a) not been guaranteed any rate of return from the foreign broker prior to making this investment; (b) not been coerced or pressured into making this investment; and (c) may

lose the entirety of the investment due to the speculative nature of foreign exchange trading.

February 2017
Malaysia