



This Agreement sets forth the terms and conditions under which DAMG ASSET MANAGEMENT INC hereinafter called "DAMG", shall permit the undersigned hereinafter called "Client" to have access to one or more terminals, including terminal access through your internet browser, for the electronic transmission of orders and/or transactions, for your accounts with DAMG. This Agreement also sets forth the terms and conditions under which DAMG shall permit you electronically to monitor the activity, orders and/or transactions in your account (collectively, the "Online Service"). For purposes of this Agreement the term "Online Service" includes all software and communication links, and in consideration thereof, Client agrees to the following:

#### 1. LICENSE GRANT AND RIGHT OF USE

By this Agreement, where DAMG is supplying the Client with software for use of the Online Service, the Client may use the software solely for his/her own internal business purposes. Neither the software nor the Online Service may be used to provide third party training or as a service bureau for any third parties. The Client agrees to use the Online Service and the software strictly in accordance with the terms and conditions of the DAMG Account Agreement, as amended from time to time. The Client also agrees to be bound by any rules, procedures and conditions established by DAMG concerning the use of the Online Service provided by DAMG.

#### 2. ACCESSES AND SECURITY

The Online Service may be used to transmit, receive and confirm execution of orders, subject to prevailing market conditions and applicable rules and regulations. DAMG consent to Client's access and use in reliance upon his/her having adopted procedures to prevent unauthorized access to and use of the Online Service, and in any event, the Client agrees to any financial liability for trades executed through the Online Service. The Client acknowledges, represents and warrants that:

a) He/She has received a number, code or other sequence, which provides access to the Online Service ("the Password").

b) He/She is the sole and exclusive owner of the Password

c) He/She is the sole and exclusive owner of any identification number or login number (the "Login") and d) He/She accepts full responsibility for use and protection of the Password and the Login as well as for any transaction occurring in an account opened, held or accessed through the Login and/or Password.

The Client accepts responsibility for the monitoring of his/her account(s).

The Client will immediately notify DAMG in writing if He/She becomes aware of any of the following:

a) Any loss, theft or unauthorized use of his/her Password(s), Login and/or account number(s); or

b) Any failure by him/her to receive a message indicating that an order was received and/or exc) Any failure by him/her to receive an accurate confirmation of an execution; or

d) Any receipt of confirmation of an order and/or execution, which he/she did not place;

e) Any inaccurate information in his/her account balances, positions, or transaction history.

#### 3. RISKS OF ONLINE TRADING

The Client's access to the Online Service, or any portion thereof, may be restricted or unavailable during periods of peak demands, extreme market volatility, systems upgrades or other reasons. DAMG makes no express or implied representations or warranties to the Client regarding the usability, condition or operation thereof. DAMG does not warrant that access to or use of the Online Service will be uninterrupted or error free or that the Online Service will meet any particular criteria of performance or quality. Under no circumstances including negligence, shall DAMG or anyone else involved in creating, producing, delivering or managing the Online Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Online Service, or out of any breach of any warranty, including, without limitation, those for business interruption or loss of profits. The Client expressly agrees that his/her use of the Online Service is of his/her sole risk. The Client assumes full responsibility and risk of loss resulting from use of, or materials obtained through the Online Service. Neither DAMG, nor any of DAMG directors, officers, employees, agents, contractors, affiliates, third party vendors, facilities, information providers, licensors, exchanges, clearing organizations or other suppliers providing data, information, or services, warrant that the Online Service will be uninterrupted or error free; nor does DAMG make any warranty as to the results that may be obtained from the use of the Online Service or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service, or transaction provided through the Online service. DAMG generally offers streamline dealing and fixed spreads for all Foreign Exchange contracts. Streamline dealing does not guarantee that re-quotes will not be given and the client accepts to receive a re-quote on the requested price prior to a trade being confirmed. Re-quotes are given if the requested price is not favourable to DAMG and in case of re-quote, the client is free to accept the new quote and DAMG shall remain harmless of any damages or costs arising thereof. Additionally, in certain market conditions and upon DAMG's sole discretion, DAMG may increase the spreads in the online trading platform and DAMG shall remain harmless of any damages or costs arising thereof. DAMG generally offers a mechanical trade system (MTS, also called "Expert advisors") linked up to a plot. This system does not only inform about a possible entry and exit point, but can also generate orders automatically on behalf of DAMG's client and direct them to the trade server. any damages or costs arising thereof.



In the event that the Client's access to the Online Service or any portion thereof, is restricted or unavailable, the Client agrees to use other means to place his/her orders or access information, such as calling DAMG and/or DAMG representative. By placing an order through the Online Service, the Client acknowledges that his/her order may not be reviewed by a registered representative prior to execution. The Client agrees that DAMG is not liable to him/her for any losses, lost opportunities or increased commissions, which may result from his/her inability to use the Online Service to place orders or access information.

**4. MARKET DATA AND INFORMATION**

Neither DAMG nor any provider shall be liable in any way to the Client or to any other person for:

- a) Any inaccuracy, error or delay in, or omission of any such data, information or message or the transmission or delivery of any such data, information or message; or
- b) Any loss or damage arising from or occasioned by any such inaccuracy, error, delay, omission, non performance, interruption in any such data, information or message, due either to any negligent act or omission or to any condition of force majeure or any other cause, whether or not within DAMG or any provider's control. DAMG shall not be deemed to have received any order or communication transmitted electronically by the Client, until DAMG has actual knowledge of such order or communication. Additionally, if a client executed a trade at a price which at the time the trade was executed was wrong and/or delayed from the actual market price, then DAMG may cancel that trade from the Client's account and DAMG shall remain harmless of any damages or costs arising thereof.

**5. REPRESENTATIONS**

The Client acknowledges that from time to time, and for any reason, the Online Service may not be operational or otherwise unavailable for his/her use due to servicing, hardware malfunction, software defect, service or transmission interruption or other cause, and he/she agrees to hold DAMG and any provider harmless from liability of any damage which results from the unavailability of the Online Service. The Client acknowledges that he/she has alternative arrangements, which will remain in place for the transmission and execution of his/her orders, in the event, for any reason, circumstances prevent the transmission and execution of all, or any portion of his/her orders through the Online Service. The Client represents and warrants that he/she is fully authorized to enter into this Agreement and under no legal disability which prevents him/her from trading, and that he/she shall remain in compliance with all laws, rules and regulations applicable to his/her business. The Client agrees that he/she is familiar with and will abide by any rules or procedures adopted by DAMG and any provider in connection with use of the Online Service and he/she has provided necessary training in its use. The Client shall not (and shall not permit any third party) to copy, use, analyze, modify, decompile, disassemble, reverse engineer, translate or convert any software provided to him/her in connection with use of the Online Service or distribute the software or the Online Service to any other third party.

**6. TERMINATION**

DAMG may, in its sole discretion, terminate or restrict the Client's access to the Online Service and may terminate this Agreement at any time. Upon termination, any software license granted to the Client herein shall automatically terminate.

**7. INDEMNITY**

The Client agrees to indemnify and hold DAMG (and DAMG directors, officers, employees, control persons, vendors, licensors and agents) harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or related to this Agreement and due to any error that the Client fails to correct or arrange for DAMG to correct (if possible). This indemnification shall be binding upon the Client and the Client's executors, administrators, heirs, successors and permitted assignees and will survive termination of this Agreement.

**8. MISCELLANEOUS**

The Client may not amend the terms of this Agreement. DAMG may amend the terms of this Agreement upon notice to the Client (including electronic delivery). By continued access to and use of the Online Service, the Client agrees to any such amendments to this Agreement. This Agreement is the entire Agreement between the parties relating to the subject hereof, and, except with respect to the Account Agreement between the parties, all prior negotiations and understandings between the parties, whether written or oral, are hereby merged into this Agreement. Nothing in this Agreement shall be deemed to supersede or modify a party's right and obligations under the Account Agreement.

**9. LAW**

This Agreement shall be governed by US law to the exclusion of US international private law and any international convention signed or ratified by USD. The exclusive place of performance and the place of jurisdiction for any proceedings whatsoever is UT, USD. However, DAMG retains the right to file an action in the country of the Client's domicile or before any other competent court, in which case US law will still apply.