

## Terms of Services:

1 Last Updated 04/11/2016 Customer Agreement This Agreement sets forth the terms and conditions governing your Account at #eTrade (“#eTrade”), a division of Fxhyip and all Contracts and other transactions in this Account with #eTrade. In this Agreement, the undersigned customer is referred to as “Customer” or “You.”

1. DEFINITIONS. Terms capitalized in this Agreement are defined in the Glossary as found on #eTrade website [www.#eTrade/glossary](http://www.#eTrade/glossary).

2. SERVICES PROVIDED. Subject to the terms and conditions of this Agreement and acceptance of Customer’s application to open an Account with #eTrade, #eTrade will maintain one or more Accounts in Customer’s name and will effect cash settled and physically settled transactions with and for Customer in the international Over-the-Counter Foreign Currency (foreign exchange) markets and metal markets on a spot basis, and provide such other services and products as #eTrade may, in its sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all Contracts and other transactions entered into between #eTrade and Customer shall be governed by the terms of this Customer Agreement, as amended from time to time (including, without limitation, #eTrade’s Trading Policies and Procedures).

3. 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 #eTrade’s Risk Disclosure Statement or Trading Policies and Procedures are revised, updated or amended, Customer represents and warrants to #eTrade and agrees for the benefit of #eTrade that:

3.1. if Customer is a natural person, Customer is of sound mind, legal age (18 years old in the United States) and legal competence.

3.2. if Customer is not a natural person, (i) Customer 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 Contracts and other transactions contemplated hereunder have been duly authorized by Customer; and (iii) 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.

3.3. 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.

3.4. 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 #eTrade (other than the security interest granted to #eTrade hereunder) to any person without #eTrade’s 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 #eTrade hereunder) without #eTrade’s prior written consent.

3.5. Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as #eTrade, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of #eTrade or to protect #eTrade’s interests with respect to any Collateral.

3.6. Customer has read and understands the provisions contained in this Agreement, including, without limitation, #eTrade’s Risk Disclosure Statement and Trading Policies and Procedures, Customer will review the Agreement each time it is amended. Customer will not affect any Opening Transaction in Customer’s Account unless Customer understands #eTrade’s revised Agreement, and Customer agrees that in effecting any Opening Transaction it is deemed to represent that it has read and understands #eTrade’s revised Agreement as in effect at the time of such Opening Transaction.

3.7. Customer agrees to comply with all applicable law. You may not use your personal account with #eTrade for any illegal activity.

3.8. All information provided by Customer to #eTrade, including information regarding Customer’s trading experience and investment sophistication, is true, correct and complete, and Customer will notify #eTrade promptly of any changes in such information.

3.9. The risk capital and/or intended initial deposit provided as part of the Customer Account Application and any subsequent deposits Customer makes to Customer’s account in excess of such pre-disclosed amount(s) represents Customer’s total risk capital which should it be lost in its entirety would not alter the Customer’s lifestyle.

4. TRADING. Customer authorizes #eTrade to purchase and sell physically settled and cash settled Foreign Exchange Contracts and Cross Currency Contracts and Metal Contracts on a spot basis for Customer’s Account in accordance with Customer’s instructions received through the #eTrade Online Trading System or via telephone to the #eTrade Trading Desk, subject to the terms of this Agreement, including the Annexes hereto and the Customer Account Application, including any applicable addenda thereto. Customer agrees to be conclusively responsible for any instruction received electronically that is identified with Customer’s password and Account number and for any electronic, oral and written instruction (including, but not limited to, any Order) to #eTrade from persons #eTrade, in its sole judgment, believes are apparently authorized by Customer. If Customer’s Account is titled as a joint account, #eTrade 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. #eTrade 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 #eTrade in reliance on any

such instructions or on the apparent authority of any such persons.

**4.1. Pricing Information.** #eTrade will make available, by posting on the #eTrade Online Trading System or by telephoning the #eTrade Trading Desk, Bid Prices and Ask Prices at which #eTrade is prepared to enter Foreign Currency Contracts, Cross Currency Contracts, or Metal Contracts with Customer. Each Bid Price or Ask Price shall be for a Spot Contract with a specified Value Date and shall specify each Eligible Foreign Currency or tradable U.S. dollar-based currency pairs involved where applicable. #eTrade expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time for similar transactions, but a number of factors, such as communication system delays, high volume or volatility can result in deviations between prices quoted by #eTrade and other sources. #eTrade makes no warranty, express or implied, that Bid Prices and Ask Prices represent prevailing bid prices and ask prices. In addition, these Bid and/or Ask Prices may reflect, at the direction of the 2 Last Updated 4/11/2016 Introducing Broker named above, additional pips added to the BID and/or ASK price that may result in an increase of the dealable spread available for the Customer's account as well as a per trade or per lot commission and/or fees. See Section 11-Charges.

**4.2. Order Execution.** #eTrade will attempt to execute all Orders that it may, in its sole discretion, accept from Customer in accordance with Customer's instructions received through the #eTrade Online Trading System or via telephone to the #eTrade Trading Desk. In cases where the prevailing market represents prices different from the prices #eTrade has posted on our screen, #eTrade will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. All Contracts made and entered into by #eTrade hereunder will be entered into by #eTrade as principal. Customer acknowledges, understands and agrees that #eTrade is not acting as a broker, intermediary, agent, and advisor or in any fiduciary capacity. #eTrade will not requote prices. Slippage is a term referring to the difference between requested price and the price at which an order is actually filled. Slippage typically occurs around times of news or economic announcements and extreme market volatility and can be either positive or negative. Notwithstanding the provisions of this Paragraph, Customer acknowledges, understands and agrees that all non-market orders are accepted by #eTrade and undertaken on a "best-efforts basis" in accordance with the relevant provisions of the Trading Policies and Procedures, as amended from time to time. Please visit #eTrade's website for more information on order types. All Contracts made and entered into by #eTrade hereunder will be entered into by #eTrade as principal. Customer acknowledges, understands and agrees that #eTrade is not acting as a broker, intermediary, agent, and advisor or in any fiduciary capacity.

**4.3. Trade Matching.** #eTrade or its affiliates may, at a future date, establish a trade matching system or determine to route Customer's orders to a trade matching system operated by third parties. In that event, #eTrade, and/or any one or more of its affiliates, shall have the right (but not the obligation), in the sole discretion of #eTrade or any such affiliate, to act for its own account, and as a counter party or as a broker to #eTrade customers, in the making of markets and the purchase and sale of Foreign Exchange Contracts, Cross Currency Contracts and Metal Contracts via any medium, including without limitation, over any trade matching network in use by #eTrade customers and/or the general public.

**4.4. Transmission.** #eTrade shall have no responsibility for delays in the transmission of orders due to disruption, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity arising other than as a direct result of #eTrade's gross negligence.

**4.5. Position & Trading Limits.** #eTrade reserves the right to limit the number of Open Positions that Customer may enter or maintain in Customer's Account. #eTrade reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an Open Position.

**5. MARGIN REQUIREMENTS.** Customer shall provide to and maintain with #eTrade Margin in such amounts, in cash or other such forms, and within such limits as #eTrade, in its sole discretion, may from time to time require. Customer's Account will be under the control of #eTrade. #eTrade may change Margin requirements at any time, without prior notice to Customer, and may call for additional Margin ("Margin Call") at (x) any time Customer's Margin Balance falls below #eTrade's Minimum Margin Requirement as applied to that Account; and (y) any time #eTrade, in its sole discretion, believes that it is prudent to do so. #eTrade may at any time liquidate Customer's Account in accordance with Paragraph 9. #eTrade may withdraw funds from the Customer's account without notice: (x) to ensure that Posted Margin equals or exceeds Required Margin; and (y) to satisfy any payment obligation to #eTrade, including commissions, fees and charges in respect of Customer's Account. In the event that Customer directs #eTrade to sell any Margin, Collateral, Contract or other property and #eTrade is unable to deliver such Margin, Collateral, Contract or other property to a purchaser because Customer fails to deliver it to #eTrade, #eTrade may borrow or purchase any Margin, Collateral, Contract or property necessary to make such delivery, and Customer hereby agrees to guarantee and hold #eTrade harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees that #eTrade may sustain. See #eTrade's website: "Trading Handbook / Margin Requirements".

**6. SECURITY AGREEMENT.** In order to secure any indebtedness or other obligations at any time owing from Customer to #eTrade, including, without limitation, (i) indebtedness or other obligations under any Account, Contract or other transaction with #eTrade; or (ii) any indebtedness or other obligations resulting from any guarantee by Customer of any Account, Contract or other transaction with #eTrade, Customer hereby assigns, pledges and grants to #eTrade a security interest in and right of setoff against: (i) all of Customer's Accounts with #eTrade; (ii) all Contracts, cash, securities and other property in

Customer's Account at #eTrade or delivered or otherwise provided by Customer to secure its indebtedness or other obligations to #eTrade or in #eTrade's possession or control for any purpose (including safekeeping); and (iii) all products and proceeds of the foregoing (collectively, (i), (ii) and (iii) are referred to as "Collateral"). At any time, in #eTrade's sole discretion and without prior demand or notice, #eTrade may apply any or all cash (or sell or buy in any such Contracts, securities or other property and apply the proceeds there from) to any such indebtedness or other obligations, notwithstanding that such indebtedness or other obligations arise in an Account other than the Account in which the cash, Contracts, securities or other property were held or generated. Notwithstanding Section 9-207 of the New York Uniform Commercial Code, #eTrade shall have the right to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any Collateral it holds (including, but not limited to, using the Contracts as collateral for a loan to #eTrade) free from any claim or right of any nature whatsoever of the Customer, including any equity or right of redemption by the Customer and to register any Collateral in the name of #eTrade, its custodian or a nominee for either. Any failure by #eTrade to enforce its rights hereunder shall not be deemed a future waiver of such rights by #eTrade. #eTrade is irrevocably appointed as attorney-in-fact for Customer and is authorized, without notice to Customer, to execute and deliver any documents, give any notice and to take any actions on behalf of Customer, including the execution, delivery and filing of financing statements, that #eTrade deems necessary or desirable to evidence or to protect #eTrade's interest with respect to any Collateral. In the event that the Collateral deemed acceptable to #eTrade ("Eligible Collateral") is at any time insufficient to satisfy Customer's indebtedness or other obligations to #eTrade, including obligations to provide Margin in accordance with Paragraph 5 hereof, Customer shall promptly pay upon demand the entire amount of such deficit. 7. NOVATION OF OPPOSING CONTRACTS. Whenever there may exist in any Customer Account two or more open and opposite Contracts providing in whole or in part for the purchase and sale of the same Foreign Currency, Cross Currency Pairs or Metal Contracts on the same Value Date, such Contracts shall automatically be canceled and replaced by an obligation to settle only the net difference between amounts payable in respect of the relevant currencies under the relevant Contracts, and/or the net difference between the quantities of the relevant currency deliverable there under. 8. SETTLEMENT DATE; ROLLOVERS; DELIVERY. In cases where transactions are executed for physical delivery, instructions on the settlement of Open Positions must be given to #eTrade at least two (2) Business Days prior to the Value Date. In the absence of instructions from Customer directing #eTrade to deliver, offset, or roll over Open Positions, #eTrade is authorized, in #eTrade's sole discretion, to deliver, roll over or offset all or any portion of the Open Positions in Customer's Account at Customer's risk. Delivery of Foreign Currency shall be made to the bank specified by the purchaser in a major city in the country in which the Foreign Currency is the legal tender. Unless otherwise agreed by #eTrade and Customer in writing, the Foreign Currency shall be deliverable by wire transfer. #eTrade may require payment of amounts due from Customer to #eTrade prior to 16:30 ET on any day prior to payment of amounts due and payable by #eTrade to Customer on that day. #eTrade and Customer shall exchange, make use of, and periodically update and confirm any standing payment 3 Last Updated 4/11/2016 instructions. Spot Metal deliveries will take place at a location and custodian as approved by #eTrade. Sufficient funds to take delivery or the necessary delivery documents must be in the possession of #eTrade. If instructions, funds and documents are not received by #eTrade by the specified time, #eTrade may, in its sole discretion and without notice to Customer, offset Customer's Open Positions, roll over Customer's Open Positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by #eTrade, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customers' Open Positions may differ on a Customer-by-Customer basis relative to the current balance in the Customer's Account. 9. LIQUIDATION OF ACCOUNTS AND DEFICIT BALANCES. In the event of: (a) an Event of Default; (b) insufficient Margin, or #eTrade's determination that any Collateral deposited to protect Customer's Account is inadequate, regardless of current market quotations, to secure Customer's Account; or (c) any other circumstances or developments that #eTrade, in its sole discretion, deems appropriate for its protection, #eTrade may, in its sole discretion, take one or more, or any portion, of the following actions: (1) satisfy any obligation Customer may have to #eTrade (either directly or by way of guarantee or suretyship) out of any of Customer's funds or property in the custody or control of #eTrade; (2) sell or purchase any or all Contracts and any securities or other property held or carried for Customer; and (3) cancel any or all outstanding Orders or Contracts or other transactions or commitments made by or 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 legal representatives, heirs, executor, administrator, trustee, legatee, successors or assigns and regardless of whether the ownership interest is held individually or jointly with others. Any prior demand or notice of sale or purchase shall not be considered a waiver of #eTrade's right to sell or buy at any time in the future without demand or notice as provided above. In liquidation of Customer's Long Positions and Short Positions, #eTrade may, in its sole discretion, offset in the same settlement or it may initiate new Long Positions or Short Positions in order to establish a spread or straddle that in #eTrade's sole judgment may be advisable to protect or reduce existing positions in Customer's Account. Any sales or purchases may be made according to #eTrade's judgment and in its sole discretion in any interbank, Over-the-Counter or other

exchange market where such business is then usually transacted or at a public auction or private sale, and #eTrade may purchase the whole or any part thereof free from any right of redemption. Customer shall only be liable for the payment of any deficit balance in Customer's Account upon demand by #eTrade where such deficits are the result of a mark to market after a weekend or holiday. In such 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 #eTrade or by Customer. In the event the proceeds realized pursuant to liquidation are insufficient for the payment of all liabilities of Customer due to #eTrade, Customer shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities of Customer, including, but not limited to, all costs of enforcement and collection, such as, but not limited to, attorneys' fees, witness fees and travel expenses, interest on any such deficit and liabilities at a rate equal to three (3) percentage points above the then prevailing prime rate at #eTrade's principal bank or the maximum interest rate allowed by law, whichever is lower. In the event #eTrade incurs expenses other than for the collection of deficits, with respect to Customer's Account, Customer agrees to pay such expenses. See #eTrade's website: "Trading Handbook / Margin Requirements".

**10. FUTURES COMMISSION MERCHANT AND RETAIL FOREIGN EXCHANGE DEALER.** #eTrade is a registered Futures Commission Merchant and Retail Foreign Exchange Dealer (FCM/RFED) (NFA ID# 0339826), a member of the National Futures Association (NFA) and is regulated by the Commodity Futures Trading Commission (CFTC). For more information on the NFA and its policies visit <http://www.nfa.futures.org>. For information regarding #eTrade, Commodity Futures Trading Commission (CFTC) registration, NFA membership information, regulatory and non-regulatory actions, please visit NFA's Background Affiliation Status Information Center (BASIC) at <http://www.nfa.futures.org/basicnet/>.

**11. CHARGES.** At this time #eTrade charges no brokerage fees or commissions. #eTrade is compensated for its services through the bid/ask spread. #eTrade may charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees and monthly data fees. #eTrade may charge monthly data fees in any account wherein there is no trading activity for at least ninety (90) days. #eTrade reserves the right to change its fee structure at any time without notice. Fees do not currently, but may in the future 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 #eTrade's provision of services hereunder. Customer may incur additional fees for the purchase of optional, value added services offered by #eTrade.

**12. INTRODUCING BROKERS.** If Customer's account has been introduced to #eTrade by an Introducing Broker ("IB"), Customer understands and acknowledges that #eTrade may compensate Introducing Broker for introducing Customer to #eTrade and that such compensation may be on a per trade or other basis.

**13. FOREIGN ACCOUNTS.** Customers not residing in the United States ("Foreign Accounts") may be asked to comply with requests for special information by #eTrade as required by any governmental unit or regulatory agency. This includes, but is not limited to, special calls for information. In the event of a special call for information, #eTrade or its agent shall be required to obtain the information set forth by any governmental unit or regulatory agency requesting information. In addition, failure to respond to a special call may cause transactions to be prohibited (other than offsetting trades) for Customer.

**14. TRADE CONFIRMATIONS.** 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 17:30 ET on the day of execution. Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer the sooner of: (x) two (2) Business Days after transmittal to Customer by posted mail; or (y) immediately with respect to Orders confirmed via the #eTrade Online Trading System. Customer may object to confirmations and statements by telephone within the time frames identified above, but any such objection must be confirmed by e-mail to [info@#eTrade](mailto:info@#eTrade) or in writing within two (2) Business Days thereafter to #eTrade, (which confirmation shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested to #eTrade at such address). Failure to object shall be deemed ratification by Customer of all actions taken by #eTrade or #eTrade's agents prior to Customer's receipt of such reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein. Customer agrees to immediately call to #eTrade's attention any oral information that Customer has reason to believe is inconsistent with Customer's own information. Customer understands, acknowledges and agrees that errors, whether resulting in a profit or loss to Customer, shall be corrected, and Customer's Account will be credited or debited in such manner and extent as to place Customer's Account in the same position in which it would have been had the error not occurred.

**15. COMMUNICATIONS.** Reports, statements, notices and any other communications from #eTrade may be transmitted to Customer by (x) placement on #eTrade's Website; or (y) United States mail or other delivery service to Customer's current address as reflected on #eTrade's records. Customer shall notify #eTrade immediately of any change in Customer's address by e-mail to [info@#eTrade](mailto:info@#eTrade) or by United States mail or other delivery service to #eTrade, Bedminster One, 135 US Highway 202/206, Suite 11, Bedminster, NJ 07921. All communications sent by #eTrade shall be deemed effective when deposited by #eTrade in the United States mail or with another delivery service, or when received by a transmitting agent (such as an Internet service provider) for transmission to Customer, whether actually received by Customer or not. All

communications sent by Customer shall not be deemed effective until accepted by #eTrade. 16. #ETRADE RESPONSIBILITIES. Neither #eTrade nor GAIN Capital shall be liable to Customer for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, 4 Last Updated 4/11/2016 governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to #eTrade, GAIN Capital, Customer, any market, or any settlement or clearing system. 17. INTELLECTUAL PROPERTY AND CONFIDENTIALITY. All copyright, trademark, trade secret and other intellectual property rights in the #eTrade Online Trading System ("Trading System") shall remain at all times the sole and exclusive property of #eTrade and/or its 3rd party service providers and Customers shall have no right or interest in the Trading System(s) except for the right to access and use the Trading System(s) as specified herein. Customer acknowledges that the Trading System(s) are confidential and have been developed through the expenditure of substantial skill, time, effort and money. The Customer will protect the confidentiality of #eTrade and/or its 3rd party service providers by allowing access to the Trading System(s) only by its employees and agents on a need to access basis. Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading System(s). Customer will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading System(s) or in the manner in which it operates. 18. INDEMNIFICATION. Customer agrees to indemnify and hold #eTrade, 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 #eTrade arising out of: (i) Customer's failure to fully and timely perform its obligations hereunder; and (ii) any of Customer's representations and warranties made that may at any time be untrue or incorrect. Customer also agrees to pay promptly to #eTrade any and all claims, losses, damages, costs and expenses, including attorneys' fees, incurred by #eTrade in the enforcement of any of the provisions of this Agreement, any Contracts and other transactions hereunder, and any other agreements between #eTrade and Customer and the collection of any amounts due hereunder and there under. 19. DISCLOSURE OF CUSTOMER INFORMATION. #eTrade will not share or sell information regarding its customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of #eTrade's business conducted on behalf of customers, including, but not limited to, #eTrade's banking or credit relationships in accordance with #eTrade's privacy policy. #eTrade 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 or in response to a court order or subpoena. To read #eTrade's entire privacy policy, please visit: [http://#eTrade/privacy\\_policy.html](http://#eTrade/privacy_policy.html). 20. JOINT ACCOUNTS AND/OR TRUST ACCOUNTS. If more than one natural person executes this Agreement as Customer, 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, unincorporated association, partnership, custodian or other fiduciary, such Customer hereby agrees to indemnify, defend, save and hold free and harmless #eTrade for any liabilities, claims, losses, damages costs and expenses, including attorneys' fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorneys' fees. 21. AMENDMENTS. Customer understands, acknowledges and agrees that #eTrade may amend or change this Agreement at any time. #eTrade will provide notice to Customer of any such amendment or change by posting the amendment or change to the Website or by sending an e-mail message to Customer. Customer agrees to be bound by the terms of such amendment or change on the earlier of: (x) ten (10) days after #eTrade has posted notice of such amendment or change to the #eTrade Website; or (y) on the date of the entry of any Order other than a Liquidating Order. In the event that Customer objects to any such change or amendment, Customer agrees to liquidate Customer's Open Positions and instruct #eTrade 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 #eTrade Website. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by #eTrade or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable. 22. TERMINATION. This Agreement shall continue and be in effect until termination by Customer or #eTrade. Customer may terminate this Agreement if: (i) Customer has no open Foreign Currency positions and no liabilities held by or owed to #eTrade; (excluding any deficit balance in Customer Account being Company will not allow any Customer Account to reach a deficit balance); and (ii) Customer has provided three (3) days' written notice to #eTrade by e-mail to [info@#eTrade](mailto:info@#eTrade) or by United States mail or other delivery service to #eTrade.; and (iii) #eTrade has accepted the notice as provided in Section 15 hereof. #eTrade may, in its sole discretion, terminate this Agreement at any time, effective as of the close of business on the day notice is sent to Customer. Termination by either party shall not affect any Contracts or other transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement, nor shall it relieve Customer of any obligations arising out of any

deficit balance. 23. ENTIRE AGREEMENT. This Agreement together with the Customer Account Application embodies the entire agreement between #eTrade and the Customer, superseding any and all prior written and oral agreements.

24. RECORDINGS. Customer acknowledges and agrees that any and all conversations between Customer and #eTrade principals, agents, employees or associates, including the #eTrade Trading Desk and customer service and operations desks may, at the option and in the sole discretion of #eTrade, 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 #eTrade.

25. BINDING EFFECT. This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of Customer at any time opened or reopened with #eTrade, irrespective of any change or changes at any time in the personnel of #eTrade or its successors, assigns, or affiliates. This Agreement, including all authorizations, shall inure to the benefit of #eTrade and its successors and assigns, whether by merger, consolidation, or otherwise and shall be binding upon Customer and/or the personal representatives, heirs, executor, administrator, trustee, legatees, legal representative, successors and assigns of Customer.

26. LAW AND JURISDICTION; SEVERABILITY. This Agreement is governed by, and shall be construed in accordance with the laws of the State of New York, United States of America without giving effect to any conflict of laws doctrine that would interfere with or prevent the application of this provision. With respect to any suit, action or proceeding ("Proceeding") relating to this Agreement, Customer irrevocably (i) submits to the exclusive jurisdiction of the State and federal courts located in the Borough of Manhattan, State of New York; (ii) agrees to service of process in any legal proceeding by sending copies thereof by registered or certified mail, if practicable (postage prepaid) to the other party at the address set forth in this Agreement or updated as provided in Paragraph 15 hereof (where service of process is being made by #eTrade); (iii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding have been brought in an inconvenient forum; (iv) agrees that any Proceeding shall be commenced within one (1) year after the cause of any such Proceeding shall have arisen; and (v) further waives the right to object, with respect to such Proceeding, that such court does not have jurisdiction over such party. Alternatively, at the option of either #eTrade or Customer, any proceeding hereunder may be submitted for arbitration before the American Arbitration Association at Association's New York or New Jersey Office. The arbitration shall be conducted according to the rules then in effect of the American Arbitration Association. Any award of the arbitrator(s) will be final and binding. If any clause of this Agreement is determined void or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. 5 Last Updated 4/11/2016 27.

ACCEPTANCE. This Agreement shall not be deemed to be accepted by #eTrade or become a binding contract between Customer and #eTrade until the signed Customer Account Application has been received and approved by #eTrade. In the event that there are any unauthorized alterations or deletions to this Agreement or related documents such alteration and deletions shall not be binding on #eTrade and said original forms shall govern Account.

28. RELATIONSHIP WITH GAIN CAPITAL. #eTrade operates as a division of GAIN Capital Group, LLC. #eTrade utilizes GAIN Capital Group's trading systems, infrastructure, technology, operations and personnel to facilitate Customer trading. Fxhyipis a registered Futures Commission Merchant and Retail Foreign Exchange Dealer (FCM/RFED) and a member of the National Futures Association (NFA ID # 0339826).

29. AUTHORIZATION TO TRANSFER FUNDS. Customer hereby agrees that #eTrade may at any time and from time to time, in the sole discretion of #eTrade, apply and transfer from any of Customer's Accounts with #eTrade to any of Customer's other accounts, whether held at #eTrade or other approved financial institutions, any of the Contracts, currencies, securities or other property of Customer held either individually or jointly with others to another account.

30. SPOT METALS. Spot Metal contracts are not subject to regulation by the U.S. Commodity Futures Trading Commission and National Futures Association under the Commodity Exchange Act. Customer hereby consents to receive account statements (monthly and daily statements) online. #eTrade will provide Customer with passwordprotected access to online reports. Customer will be able to generate daily, monthly and annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits, etc. Statements are deemed received when made available to Customer by #eTrade, regardless of whether Customer actually accessed the statement. Customer is responsible for alerting #eTrade to any change in their e-mail address. This consent shall be effective until revoked by Customer in writing and received by #eTrade according to paragraph 15 of this Customer Agreement. Customer hereby agrees that #eTrade may, at any time and from time to time, in the sole discretion of #eTrade, apply and transfer from any of Customer's Accounts with #eTrade to any of Customer's other accounts, whether held at #eTrade or other approved financial institutions, any of the Contracts, currencies, securities or other property of Customer held either individually or jointly with others to another account. Customer authorizes #eTrade to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any Collateral held by #eTrade, including, but not limited to, using the Contracts as collateral for a loan to #eTrade, and, further dealing with the Collateral, as provided in the Customer Agreement (including, but not limited to Paragraph 6 thereof). Where Customer's Account consists of more than one Account, this authorization shall apply to all of Customer's Accounts with #eTrade. This Agreement to Use Collateral shall remain in effect so long as

Customer's Account with #eTrade remains open or Customer has any obligations of any kind to #eTrade, under the Customer Agreement. Customer hereby certifies, under penalty of perjury, that (1) the number provided on the Customer Application is Customer's correct Social Security or Taxpayer Identification Number and (2) the ownership, or beneficiary, of Customer's Account is not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code. If Customer should choose to utilize eSignal's Forex Charts, eSignal hereby expressly disclaims all warranties of every kind, express and/or implied, as to the licensed products (including the information, data and software contained therein), the results obtained by their use, as to the performance thereof and every other matter, including, but not limited to, warranties of merchantability and fitness for a particular purpose. eSignal and its third party suppliers do not guarantee the adequacy, accuracy, timeliness or completeness of the licensed products or any component thereof. eSignal and its third party suppliers shall not be subject to any damages or liability for any errors, omissions or delays therein. The licensed products and all components thereof are provided on an "as is" basis.

Agreement to Use Collateral Social Security / Tax ID Certification Consent to Electronic Transmission of Account Statements eSignal Disclaimer of Warranty Authorization to Transfer Funds 6 Last Updated 4/11/2016 In consideration of #eTrade agreeing to enter into Over-the-Counter ("OTC") Foreign Exchange Contracts with the undersigned (hereinafter referred to as the "Customer"), Customer acknowledges, understands and agrees that: 1. Trading Is Very Speculative and Risky. Foreign Exchange Trading and Spot Metal Trading is highly speculative and is suitable only for those customers who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume losses significantly in excess of Margin or deposits. Foreign Exchange and Spot Metal Trading may not be an appropriate investment for retirement funds. Customer represents, warrants and agrees that Customer understands these risks; that Customer is willing and able, financially and otherwise, to assume the risks of Foreign Exchange Trading and Spot Metal Trading and that loss of Customer's entire Account Balance will not change Customer's life style. 2. High Leverage And Low Margin Can Lead To Quick Losses. The high leverage and low Margin associated with Foreign Exchange Trading and Spot Metal Trading can result in significant losses due to price changes in Foreign Exchange Contracts, Cross Currency Contracts and Metal Contracts. Customers must maintain the Minimum Margin Requirement on their Open Positions at all times. It is the customer's responsibility to monitor his/her Account Balance. #eTrade has the right to liquidate any or all Open Positions whenever the Minimum Margin Requirement is not maintained. Increasing leverage increases risk. 3. Prices, Margin And Valuations Are Set By #eTrade And May Be Different From Prices Reported Elsewhere. #eTrade will provide prices to be used in trading, valuation of Customer positions and determination of Margin requirements. Although #eTrade expects that these prices will be reasonably related to prices available in the interbank market, prices reported by #eTrade may vary from prices available to banks and other participants in what is known as the interbank market. #eTrade will exercise considerable discretion in setting and collecting Margin. #eTrade is authorized to convert funds in Customer's Account for Margin into and from such Foreign Currency and Metal at a rate of exchange determined by #eTrade in its sole discretion on the basis of then-prevailing money market rates. 4. One Click Trading And Immediate Execution. #eTrade's automated order entry system provides immediate transmission of Customer's order once Customer enters the notional amount and clicks "Buy/Sell." There is no "second look" before transmission, and Market Orders cannot be cancelled. This feature may be different from other trading systems. Although not required, we recommend a Customer utilize the Demo Trading System to become familiar with the order entry process before trading online with #eTrade. Customer agrees that by using #eTrade's order-entry system, Customer agrees to the one-click system and accepts the risk of this immediate transmission feature. 5. Telephone Orders And Immediate Execution. Market Orders executed through the #eTrade Trading Desk are completed when #eTrade says "deal" or "done." At that point Customer has bought or sold and cannot cancel the Market Order. By placing Market Orders through the #eTrade Trading Desk, Customer agrees to such immediate execution and accepts the risk of this immediate execution feature. 6. Market Recommendations Are Informational, Customer Makes Independent Decisions, And #eTrade Is Not An Adviser Or A Fiduciary To Customer. The market recommendations provided by #eTrade do not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any Foreign Exchange Contracts, Cross Currency Contracts or Metal Contracts. Each decision by Customer to enter into a Contract or other transaction with #eTrade and each decision whether a Contract or other transaction is appropriate or proper for Customer is an independent decision by Customer. #eTrade is not acting as an advisor or serving as a fiduciary to Customer. Customer agrees that #eTrade has no fiduciary duty to Customer and no liability in connection with and is not responsible for any liabilities, claims, damages, costs and expenses, including attorneys' fees, incurred in connection with Customer following #eTrade's trading recommendations or taking or not taking any action based upon any recommendation or information provided by #eTrade. 7. Recommendations Are Based On Personal Judgments And Are Not Guaranteed. The market recommendations of #eTrade are based solely on the judgment of #eTrade's personnel. These market recommendations may or may not be consistent with the market positions or intentions of #eTrade, its affiliates and employees. The market recommendations of #eTrade are based upon information believed to be reliable, but #eTrade cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will reduce or eliminate the risk inherent in Foreign

Exchange and Spot Metal Trading. 8. There is no Central Market or Clearinghouse Guarantee of Payment. Each Contract is a contract directly between #eTrade and the Customer. There is no clearinghouse and no guarantee by any other party of #eTrade's payment obligations to the customer. Customer must look only to #eTrade for performance on all Contracts in Customer's Account and for return of any Margin or Collateral. 9. No Guarantees Of Profit. There are no guarantees of profit or freedom from loss in Foreign Exchange Trading and Spot Metal Trading. Customer has received no such guarantees from #eTrade or from any of its representatives. Customer is aware of the risks inherent in Foreign Exchange Trading and is financially able to bear such risks and withstand any losses incurred. 10. Customer May Not Be Able To Close Open Positions. Due to market conditions or other circumstances #eTrade may be unable to close out Customer's position at the level specified by Customer, and Customer agrees #eTrade will bear no liability for failure to do so. 11. Trading Ahead And Along. #eTrade its personnel and affiliates and various other parties may execute orders at the same or better prices ahead of a Customer Order. 12. Third Party Agents. In the event that Customer grants trading authority or control over Customer's Account to a third party (the "Trading Agent"), whether on a discretionary or non-discretionary basis, #eTrade shall in no way be responsible for reviewing Customer's choice of such Trading Agent or for making any recommendations with respect thereto. #eTrade makes no representations or warranties concerning any Trading Agent; #eTrade shall not be responsible for any loss to Customer occasioned by the actions of the Trading Agent; and #eTrade does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent. If Customer gives the Trading Agent authority to exercise any of its rights over its Account, Customer does so at Customer's risk. Even though the undersigned grants authority to Trading Agent, client should be diligent and closely scrutinize all account activity. #eTrade provides online Account access to view the status of their Account(s), whereby Client may view their Account Value and Account Activity. 13. Internet Trading. Since #eTrade does not control signal power, its reception or routing via Internet, configuration of Customer's equipment or reliability of its connection, #eTrade shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility or trading software, whether belonging to #eTrade, Customer, any market, or any settlement or clearing system when Customer trades online (via Internet). 14. Telephone Orders. #eTrade is not responsible for disruption, failure or malfunction of telephone lines. Risk Disclosure Statement 7 Last Updated 4/11/2016 15. Quoting Errors. Should a quoting error occur due to a mistype of a quote or a misquote given by telephone and/or electronic means (including responses to Customer requests), #eTrade is not liable for any resulting errors in Account Balances and reserves the right to make necessary corrections or adjustments on the Account involved. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value, as determined by #eTrade, in its sole discretion, of the relevant Currency at the time such an error occurred. In cases where the prevailing market represents prices different from the prices #eTrade has posted on our screen, #eTrade will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. These prevailing market prices will be the prices, which are ultimately reflected on the Customer Statements. This may or may not adversely affect customer realized and unrealized gains and losses. 16. Creditor Priority in Bankruptcy. The transactions you are entering into with #eTrade are not traded on an exchange. Therefore, under the U.S. Bankruptcy Code, your funds may not receive the same protections as funds used to margin or guarantee exchange-traded futures and options contracts, which receive a priority in bankruptcy. Since that same priority has not been given to funds used for off-exchange forex trading and spot metal trading, if #eTrade becomes insolvent and you have a claim for amounts deposited or profits earned on transactions with #eTrade, your claim may not receive a priority. Without a priority, you are a general creditor and your claim will be paid, along with the claims of other general creditors, from any monies still available after priority claims are paid. Even customer funds that Company keeps separate from its own operating funds may not be safe from the claims of other general and priority creditors. 8 Last Updated 4/11/2016 1. INTRODUCTION. #eTrade's Trading Policies and Procedures are an integral part of your Customer Agreement. It is your responsibility as Customer to carefully read these Trading Policies and Procedures and to inform #eTrade of any questions or objections that you may have regarding them before entering each and every trading Order. In entering your trading Orders with #eTrade, you agree, represent, warrant and certify that you understand and accept these Trading Policies and Procedures, as they are set forth here and as may be amended from time to time by #eTrade as posted to #eTrade's website, in its sole discretion, and you agree to comply with these Trading Policies and Procedures as currently in effect at any time. Terms capitalized in these Trading Policies and Procedures are defined in the Glossary as found on [www.#eTrade/glossary](http://www.#eTrade/glossary). 2. TRADING HOURS. All references to #eTrade hours of trading are in U.S. Eastern Time ("ET") using a 24-hour format. #eTrade normally provides access for Foreign Exchange Trading and Spot Metal Trading on the Website from 17:00 ET on Sunday to 17:00 ET on Friday, but #eTrade reserves the right to suspend or modify its trading hours at any time and on such an event will inform clients in advance on a best efforts basis of any changes in its operating hours. Trading hours by contract type may vary. OTC Foreign Currency and spot metal markets typically operate 24 hours a day. Following submission of an Order to trade, it is the sole responsibility of Customer to remain available for Order and Fill confirmations, and other communications regarding Customer's #eTrade Account until all

open Orders are completed. Thereafter, Customer must monitor Customer's Account frequently when Customer has Open Positions in the Account.

**3. TRADE ORDERS**

**3.1. Order Entry.** All Orders must be placed through the #eTrade Online Trading System or by telephone to the #eTrade Trading Desk. Telephone orders are accepted in the sole discretion of #eTrade.

**3.2. Types of Orders Accepted.** Some of the types of Orders #eTrade accepts include, but are not limited to:

- a) Day Only Order -- An order (other than a Market Order) that is effective until 17:00 ET on the day that it was requested.
- b) Good till Canceled Order ("GTC") -- An Order (other than a Market Order), that by its terms is effective until filled or canceled by Customer. GTC orders do not automatically cancel at the end of the Business Day.
- c) Limit Order -- An Order (other than a Market Order) to buy or sell the identified Currency or metals pair, or pair of Currencies or metals pair, at a specified Foreign Exchange Rate or metal at a specified spot rate. Limit orders are executed at the order rate or better. Sell limit orders are filled when the bid reaches the requested rate; limit orders to buy are filled on the offer.
- d) Market Order -- An Order to buy or sell the identified Currency or spot metal, or pairs of Currencies or metals pair, at the current market Foreign Exchange Rate or metal at the current market rate. An Order to buy is executed at the Ask Price, and an Order to sell is executed at the Bid Price. Market Orders are executed at the best available price at the time the order is received.
- e) Instant Execution -- Instant Execution is designed for use in combination with the one-click dealing feature available in the FOREXTrader PRO trading platform. With Instant Execution, market orders will only be executed at the requested rate or within a trader-specified deviation (measured in pips). The default setting is 1 pip deviation, so if the market moves unfavorably away from the requested price by more than 1 pip, your order will not be executed. However, if the market moves in your favor by any amount then the order will be executed at the improved price. You can modify the deviation setting at any time, by product, within the FOREXTrader PRO platform.
- f) One Cancels the Other Order ("OCO") -- An order that is linked to another order. If one of the orders is executed, the other will be automatically cancelled.
- g) Stop/Loss Order -- An order to buy or sell at a specified Foreign Exchange Rate or spot metal rate away from the current market for the purpose of liquidating an Open Position during market conditions in which there has been an adverse movement in Foreign Exchange Rates or spot metal rates. Stop orders become market orders when a predefined order rate is reached. Stop orders are executed at the best available price, depending on available liquidity. Buy Stop orders are filled on the offer price and Sell Stop orders are filled at the bid price.

**3.3. One Click Order Entry/One Click Execution of Market Orders.**

**3.3.1. Electronic Order entry for Market Orders equals Order execution.** To enter an online Order, Customer must access the deal entry screen, enter the notional amount, i.e., the size of the trade, and select the Eligible Foreign Currencies, Cross Currency Pairs or metal rates. When prepared to trade, Customer must then click on "BUY/SELL". The Order is filled shortly after the Customer hits "BUY/SELL", if the Customer has sufficient funds in his or her Account and a "deal failed" message is not received. Deals may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties.

**3.3.2. Immediate Execution of Market Orders Through the #eTrade Trading Desk.** Market Orders executed over the telephone with the #eTrade Trading Desk are completed when #eTrade says "deal" or "done." At that point Customer has bought or sold and cannot cancel the Market Order. Customer agrees by placing Market Orders through the #eTrade Trading Desk to such immediate execution and accepts the risk of this immediate execution feature.

**3.3.3. Order Cancellation.** Non-market Orders may be cancelled via the #eTrade Online Trading System. Rapid changes in Bid Prices and Ask Prices, however, may cause Customer's Order to be executed before Customer can cancel it and #eTrade shall have no liability for any claims, losses, damages, costs or expenses, including attorneys' fees, arising directly or indirectly out of the failure of such Order to be cancelled. Customer may contact #eTrade by telephone if facing difficulty with order cancellation.

**3.4. Capacity.** #eTrade operates as a division of GAIN Capital Group, LLC. Fxhyipis a registered Futures Commission Merchant and Retail Foreign Exchange Dealer (FCM/RFED) and a member of the National Futures Association (NFA ID# 0339826).

**3.5. Terms of Acceptance for Orders.** It is Customer's sole responsibility to clearly indicate the terms of an Order when entered, whether Market Order, Limit Order, Stop/Loss Order, Day-Only Order, OCO Order or GTC Order, or any other order type existing now or in the future, including but not limited to the Order's Value Date and specified Spot Rate limits, where applicable. Although a Spot Rate is specified upon entry of Stop/Loss Orders, Limit Orders and other non-market Orders, market conditions may often prevent the execution of an individual Customer's non-market Orders despite other dealing activity at that price level, or may often require non-market Orders to be Filled at a substantially different Spot Rate, and Customer agrees to accept the best rate which #eTrade, in its discretion, may Trading Policies And Procedures 9 Last Updated 4/11/2016 assign to the Fill. Customer acknowledges that #eTrade shall accept all non-market Orders only on a best-efforts basis. #eTrade shall have no liability for failure to Fill Orders, and makes no guarantee of an Order's priority over the Orders of #eTrade, its other customers, associated principals, officers, directors, affiliates, associates, employees, banks, bank employees or other dealers. #eTrade shall have the right, but not the obligation, to reject any Order in whole or in part before or after confirmation, or to cancel and rescind any Fill, where Customer's Account contains Margin that is insufficient to support the entire order at the time that market levels reach the order levels as specified by the client, or where, in the opinion and sole discretion of #eTrade, the execution of such Order may place Customer's Account in an insufficient Margin condition, or where such Order or Fill is illegal or otherwise

improper. 3.6. Confirmation of Fills. Trades executed online will be confirmed online in the Activity Log, Deal Blotter, on the Execution Screen, and elsewhere within the platform. The Position Management Screen is updated online as each trade is executed. Telephone orders are verbally confirmed and confirmed online in the Deal Blotter and Position Management Screen by 17:30 ET on the day the order is placed. Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer the sooner of: (x) two (2) Business Days after transmittal to Customer by posted mail; or (y) immediately with respect to Orders confirmed via the #eTrade Online Trading System. Customer may object to confirmations and statements by telephone within the time frames identified above, but any such objection must be confirmed by e-mail to info@#eTrade or in writing within two (2) Business Days thereafter to #eTrade (which confirmation shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested to #eTrade at such address). Failure to object shall be deemed ratification by Customer of all actions taken by #eTrade or #eTrade's agents prior to Customer's receipt of such reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein. Customer agrees to immediately call to #eTrade's attention any oral information that Customer has reason to believe is inconsistent with Customer's own information. Customer understands, acknowledges and agrees that errors, whether resulting in a profit or loss to Customer, shall be corrected, and Customer's Account will be credited or debited in such manner and extent as to place Customer's Account in the same position in which it would have been had the error not occurred. #eTrade reserves the right to be the final arbiter with respect to disputed Orders. In cases where the prevailing market represents prices different from the prices #eTrade has posted on our screen, #eTrade will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. This may or may not adversely affect customer Realized and Unrealized Gains and Losses.

4. CUSTOMER ACCOUNTS; INITIAL DEPOSITS; DEMO TRADING SYSTEMS

4.1. Documents. Before you can place an Order with #eTrade, you must complete the Customer Account Application and read, complete and sign the Customer Agreement, including the Risk Disclosure Statement, Secondary Risk Disclosure Statement and these Trading Policies and Procedures and all applicable addenda. You must deposit sufficient funds in your Account, your Customer Account Application must be approved by #eTrade, your deposited funds must have cleared the banking system, and you must have completed the Demo Trading Systems, if required to do so by #eTrade. Also, #eTrade must accept your Customer Account Application before #eTrade will permit you to trade in your Account. You will be notified by e-mail when your Customer Account Application has been approved. If a Customer applies online, Customer will be permitted to trade only after #eTrade has received a completed and signed Customer Account Application and Customer Agreement. #eTrade may, in its sole discretion, initially accept a fax copy of the signed Customer Account Application and may permit one or more trades if Customer has deposited sufficient funds into the Account. In this case, #eTrade must receive an original signed copy of the entire Customer Account Application and Customer Agreement within seven (7) days of completion of the online Customer Account Application. If #eTrade does not receive the Customer Account Application and Customer Agreement with original signatures, #eTrade reserves the right to liquidate any Open Positions in the Account and to close the Account.

4.2. Currency for Rendering Accounts. All initial deposits to Customer Accounts will be accepted only in U.S. Dollars, and, unless settlement and delivery of a Foreign Currency have taken place, all Account Balances will be computed and reported only in U.S. Dollars.

4.3. Recognition of Deposits. No deposit shall be recognized until the wire or check has been fully cleared and collected by #eTrade's bank or depository institution. You will be notified via e-mail once your funds have been received by #eTrade and are available for trading.

4.4. Fees. All banking fees shall be charged to Customer's Account at #eTrade's discretion, including a \$25.00 #eTrade fee, over and above any bank fees, for each returned check.

5. MARGIN REQUIREMENTS. Customer shall provide and maintain with #eTrade margin in such amounts and in such form that #eTrade, in its sole discretion may require. #eTrade does not require Customers to pay the full price of Foreign Currencies or metal Customer may buy and sell. Instead, Customer is required to post a small percentage of the full amount which Customer is obligated to pay to #eTrade under the Contract, to secure Customer's obligations to #eTrade. Margin includes Required Margin for Open Positions, which is based on (i) the Opening Margin Requirement; (ii) the Minimum Margin Requirement; (iii) the market value of Open Positions; and (iv) any additional amount as #eTrade, in its sole discretion, believes is prudent to require. Customer must maintain the Minimum Margin Requirement on their Open Positions at all times. #eTrade has the right to liquidate any or all Open Positions whenever the Minimum Margin Requirement is not maintained, according to paragraph 6 hereof. Margin requirements are subject to change at any time in #eTrade's sole discretion and without prior notice. No previous margin requirement shall preclude #eTrade from increasing that requirement without prior notice. #eTrade may, in its sole discretion, elect to impose on a disclosed or undisclosed basis limitations on the maximum number of Open Positions allowed at any time.

6. LIQUIDATION LEVEL. Subject to all additional rights of #eTrade under the Customer Agreement, in the event that, in the sole opinion of #eTrade and in accordance with #eTrade's reasonable best estimate of then prevailing obtainable market Spot Rates, and regardless of whether or not prior Margin Calls have been issued or met, if the Margin Balance should at any time equal or fall below the Minimum Margin Requirement for Customer's Account in the aggregate, #eTrade will have the right but not the obligation to liquidate any part of or all Open Positions in

Customer's Account. Clients are responsible for placing their own Stop Loss Orders to minimize losses. Any failure by #eTrade to enforce its rights hereunder shall not be deemed a future waiver of such rights by #eTrade. #eTrade does not make margin calls in the ordinary course of business. #eTrade maintains the right to liquidate Customer positions as described above. However, #eTrade may from time to time and in its sole discretion, call Customer and request that Customer deposit additional Collateral to secure Customer's obligations to #eTrade, over and above the balance in Customer's Account. Any call for additional margin without exercising the rights to liquidate Customer positions shall not be deemed precedent for future calls nor future waiver of such liquidation rights by #eTrade. 7. WITHDRAWALS. Payments from a Customer Account require a withdrawal request form signed by all required account holders and submitted in writing to #eTrade. The Withdrawal Request Form requires a minimum of two (2) Business Days from receipt of the withdrawal request for issuance of a check or wire transfer of funds. 8. MARGIN CALLS. #eTrade does not make margin calls in the ordinary course of business. #eTrade maintains the right to liquidate. Customer positions as described above. However, #eTrade may from time to time and in its sole discretion, call Customer and request that Customer deposit additional Collateral to secure Customer's obligations to #eTrade, over and above the balance in Customer's Account. Any call for additional margin without exercising the rights to liquidate Customer positions shall not be deemed precedent for future calls nor future waiver of such liquidation rights by #eTrade. 10 Last Updated 4/11/2016 #ETRADE THIS IS A LEGALLY BINDING CONTRACT. DO NOT SIGN UNTIL YOU HAVE CAREFULLY READ ALL OF THE FOREGOING COMPLETELY AND COMPLETED THE CUSTOMER ACCOUNT APPLICATION. Your signature below acknowledges that you have carefully read, in its entirety, and understood the Customer Agreement, Social Security or Tax ID Certification, Authorization to Transfer Funds, Consent to Electronic Statements, Agreement to Use Collateral, Risk Disclosure Statement, Secondary Risk Disclosure (High Risk Investment), and Trading Policies and Procedures, and that you agree to all of the provisions contained therein. Your signature below further represents, warranties and certifies that the information provided by you in the Customer Account Application is correct and complete. Name of Corporation: Name of Authorized Signer: Title: Signature: Date: 11 Last Updated 4/11/2016 Trading is very speculative and risky. Foreign Exchange Trading is highly speculative and is suitable only for those customers who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume losses significantly in excess of margin or deposits. Customer represents, warrants and agrees that Customer understands these risks; that Customer is willing and able, financially and otherwise, to assume the risks of Foreign Exchange Trading and Spot Metal Trading and that loss of Customer's entire Account Balance will not change Customer's life style. The high leverage and low margin associated with Foreign Exchange Trading and Spot Metal Trading can result in significant losses due to price changes in Foreign Exchange Contracts, Cross Currency Contracts and Metal Contracts. Company's margin policies may require that additional funds be provided to properly margin Customer's Account and that Customer must immediately meet such margin requirements. Failure to maintain the Minimum Margin Requirement may result in the liquidation of any open positions with resultant loss to Customer. FOREX IS AN OVER THE COUNTER (OTC) MARKET, MEANING THE FOREIGN CURRENCY TRADING YOU ARE ENTERING INTO IS NOT CONDUCTED ON AN EXCHANGE. AS A MARKET MAKER, #ETRADE IS THE COUNTERPARTY IN THESE TRANSACTIONS AND, THEREFORE, ACTS AS THE BUYER WHEN YOU SELL AND THE SELLER WHEN YOU BUY. AS A RESULT, #ETRADE'S INTERESTS MAY BE IN CONFLICT WITH YOURS. UNLESS OTHERWISE SPECIFIED IN YOUR WRITTEN AGREEMENT OR OTHER WRITTEN DOCUMENTS #ETRADE ESTABLISHES THE PRICES AND WHICH IT OFFERS TO TRADE WITH YOU. THE PRICES OFFERED MIGHT NOT BE THE BEST PRICES AVAILABLE AND DIFFERENT PRICES MAY BE OFFERED TO DIFFERENT CUSTOMERS. IF #ETRADE ELECTS NOT TO COVER ITS OWN TRADING EXPOSURE, THEN YOU SHOULD BE AWARE THAT #ETRADE MAY MAKE MORE MONEY IF THE MARKET GOES AGAINST YOU. ADDITIONALLY, SINCE #ETRADE ACTS AS THE BUYER OR SELLER IN THE TRANSACTION, YOU SHOULD CAREFULLY EVALUATE ANY TRADE RECOMMENDATIONS YOU RECEIVE FROM #ETRADE OR ANY OF ITS SOLICITORS. Name of Corporation: Name of Authorized Signer: Title: Signature: Date: Secondary Risk Disclosure: High Risk Investment 12 Last Updated 4/11/2016 RISK DISCLOSURE STATEMENT OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS INVOLVE THE LEVERAGED TRADING OF CONTRACTS DENOMINATED IN FOREIGN CURRENCY CONDUCTED WITH A FUTURES COMMISSION MERCHANT OR A RETAIL FOREIGN EXCHANGE DEALER AS YOUR COUNTERPARTY. BECAUSE OF THE LEVERAGE AND THE OTHER RISKS DISCLOSED HERE, YOU CAN RAPIDLY LOSE ALL OF THE FUNDS YOU DEPOSIT FOR SUCH TRADING AND YOU MAY LOSE MORE THAN YOU DEPOSIT. YOU SHOULD BE AWARE OF AND CAREFULLY CONSIDER THE FOLLOWING POINTS BEFORE DETERMINING WHETHER SUCH TRADING IS APPROPRIATE FOR YOU. (1) TRADING IS NOT ON A REGULATED MARKET OR EXCHANGE— YOUR DEALER IS YOUR TRADING PARTNER WHICH IS A DIRECT CONFLICT OF INTEREST. BEFORE YOU ENGAGE IN ANY RETAIL FOREIGN EXCHANGE TRADING, YOU SHOULD CONFIRM THE REGISTRATION STATUS OF YOUR COUNTERPARTY. The off-exchange foreign currency trading you are entering into is not conducted on an interbank market, nor is it conducted on a futures exchange subject to regulation as a designated contract market by the Commodity Futures Trading Commission. The foreign currency trades you transact are trades with the futures commission merchant or retail foreign exchange dealer as your counterparty. WHEN YOU SELL, THE DEALER IS THE BUYER. WHEN YOU BUY, THE DEALER IS THE SELLER. As a result, when you lose money trading, your dealer is making money on such trades, in

addition to any fees, commissions, or spreads the dealer may charge. (2) AN ELECTRONIC TRADING PLATFORM FOR RETAIL FOREIGN CURRENCY TRANSACTIONS IS NOT AN EXCHANGE. IT IS AN ELECTRONIC CONNECTION FOR ACCESSING YOUR DEALER. THE TERMS OF AVAILABILITY OF SUCH A PLATFORM ARE GOVERNED ONLY BY YOUR CONTRACT WITH YOUR DEALER. Any trading platform that you may use to enter off-exchange foreign currency transactions is only connected to your futures commission merchant or retail foreign exchange dealer. You are accessing that trading platform only to transact with your dealer. You are not trading with any other entities or customers of the dealer by accessing such platform. The availability and operation of any such platform, including the consequences of the unavailability of the trading platform for any reason, is governed only by the terms of your account agreement with the dealer. (3) YOUR DEPOSITS WITH THE DEALER HAVE NO REGULATORY PROTECTIONS. All of your rights associated with your retail forex trading, including the manner and denomination of any payments made to you, are governed by the contract terms established in your account agreement with the futures commission merchant or retail foreign exchange dealer. Funds deposited by you with a futures commission merchant or retail foreign exchange dealer for trading off-exchange foreign currency transactions are not subject to the customer funds protections provided to customers trading on a contract market that is designated by the Commodity Futures Trading Commission. Your dealer may commingle your funds with its own operating funds or use them for other purposes. In the event your dealer becomes bankrupt, any funds the dealer is holding for you in addition to any amounts owed to you resulting from trading, whether or not any assets are maintained in separate deposit accounts by the dealer, may be treated as an unsecured creditor's claim. (4) YOU ARE LIMITED TO YOUR DEALER TO OFFSET OR LIQUIDATE ANY TRADING POSITIONS SINCE THE TRANSACTIONS ARE NOT MADE ON AN EXCHANGE OR MARKET, AND YOUR DEALER MAY SET ITS OWN PRICES. Your ability to close your transactions or offset positions is limited to what your dealer will offer to you, as there is no other market for these transactions. Your dealer may offer any prices it wishes, and it may offer prices derived from outside sources or not in its discretion. Your dealer may establish its prices 13 Last Updated 4/11/2016 by offering spreads from third party prices, but it is under no obligation to do so or to continue to do so. Your dealer may offer different prices to different customers at any point in time on its own terms. The terms of your account agreement alone govern the obligations your dealer has to you to offer prices and offer offset or liquidating transactions in your account and make any payments to you. The prices offered by your dealer may or may not reflect prices available elsewhere at any exchange, interbank, or other market for foreign currency. (5) PAID SOLICITORS MAY HAVE UNDISCLOSED CONFLICTS. The futures commission merchant or retail foreign exchange dealer may compensate introducing brokers for introducing your account in ways which are not disclosed to you. Such paid solicitors are not required to have, and may not have, any special expertise in trading, and may have conflicts of interest based on the method by which they are compensated. Solicitors working on behalf of futures commission merchants and retail foreign exchange dealers are required to register. You should confirm that they are, in fact registered. You should thoroughly investigate the manner in which all such solicitors are compensated and be very cautious in granting any person or entity authority to trade on your behalf. You should always consider obtaining dated written confirmation of any information you are relying on from your dealer or a solicitor in making any trading or account decisions. FINALLY, YOU SHOULD THOROUGHLY INVESTIGATE ANY STATEMENTS BY ANY DEALERS OR SALES REPRESENTATIVES WHICH MINIMIZE THE IMPORTANCE OF, OR CONTRADICT, ANY OF THE TERMS OF THIS RISK DISCLOSURE. SUCH STATEMENTS MAY INDICATE POTENTIAL SALES FRAUD. THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF TRADING OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS WITH A FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER. For the calendar quarter ending March 31, 2016, there were 14,308 active non-discretionary trading accounts of which 29% were profitable and 71% unprofitable. For the calendar quarter ending December 31, 2015, there were 13,282 active non-discretionary trading accounts of which 33% were profitable and 67% unprofitable. For the calendar quarter ending September 30, 2015, there were 12,360 active non-discretionary trading accounts of which 28% were profitable and 72% unprofitable. For the calendar quarter ending June 30, 2015, there were 11,716 active non-discretionary trading accounts of which 30% were profitable and 70% unprofitable. . PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS. I hereby acknowledge that I have received and understood this risk disclosure statement.

## **1. FxHyip Signal Providers (Traders)**

### **A) Introduction to Traders Program**

A "Signal Provider" is a FxHyip User, who trades either on a Demo or Live account while FxHyip publishes his/her results and statistics publicly through the website. Each trading action performed in the Provider's account is sent to all FxHyip Demo and Live accounts in the form of a broadcast signal.

Clients, who have chosen to follow the Signal Provider ("Followers"), have the trading action automatically executed in their account, residing in their brokerage firm. Since a simple Provider signal is executed by various different brokers that have different trading interfaces and configurations, trading problems can occur. A possible instance is an orphan trade. An orphan trade is a trade that although it is closed in the Signal Provider's account, due to a variety of reasons, it may be left

open on one or more of the Followers' Live accounts. This incident can lead to different results between the Provider and the Follower - e.g. although the Signal Provider gains, the Follower ends up losing as a result of the trade having closed long after it had been closed in the Signal Provider's account. However, Signal Providers have the ability to both monitor and close their live Followers' positions that are detected as "orphans".

By using the tool for orphan trades, Providers can quickly and efficiently remedy this situation. Whenever a trade is closed in a Signal Provider account, if any orphan trades exist, they will appear under the POSITIONS tab within 5 minutes after having closed the trade. A table will appear displaying the provider ticket, the number of users under the same broker for whom the order is still open, currency pair, date opened, entry and current values, and a profit tab. To close an orphan trade, click on the "close" option; the trade will immediately close and a corresponding close message will appear. Followers can fine-tune and override provider signals by configuring their settings in their FxHyip account portfolio, or even manually.

## **B) Creating a Signal Provider account**

Anyone can sign up to become a Trader. Simply register for your Trader account here. You can open up to 10 Trader accounts with the same email address. Competition however is fierce. Traders' performance is constantly ranked by FxHyip's FxHyipRank algorithm and the FxHyip community, so that only the best ones appear on the top of our lists. For the European version of our Performance page, competition is even stronger! As per EU legislation, only the top 1000 Traders will be displayed and available to Followers residing with EU, provided that:

They have less than 30% Drawdown

Minimum trading time of at least 12 weeks

The profit per trade should be greater than 3 pips.

If you want to find out more about the way FxHyipRank is calculated, please click here!

## **C) Trading platforms**

**Traders may select one of the following Trading Platforms to place their trades:**

### **FxHyip+**

In FxHyip+, both Live and Demo Traders are equipped with a fully-fledged Trading Station user interface with technical charts and indicators, along with the ability for Traders to create trading robots by running their own FxHyipScripts. In more detail, the in-built Trading Station offers technical charts (Candlesticks, OHLC, Lines), a large variety of Indicators (Trend, Oscillators, Volatility, Volumes, Bill Williams, etc), custom lines/text/objects etc, all inside the Trader account, without the need for any external platform. Therefore as the platform is entirely web-based, the Trader account is shielded against connectivity issues and can run EAs uninterruptedly without the need for a VPS. For more details about how to create and run FxHyipScripts,

### **ActTrader™**

The ActTrader platform features include customizable layout, news monitor, professional charts with built-in indicators, drawing tools, linked objects, fibonacci tools, and trading from charts, ActFX programming language for writing your own strategies and indicators, Visual Algorithmic Trading for writing strategies without writing a single line of code, and a built in app store with ready-to-use strategies, indicators, and other apps. Also available for web browser, iphone, android, and ipad. Possibility to manage trades from your FxHyip Trader account as well.

### **FxHyipTrading API**

Together with FxHyip+ and ActTrader the FxHyipTrading API can also be used. FxHyip offers its own REST API which enables Traders to submit trading requests straight to their accounts from their own custom program. In other words, instead of logging in to the Trader account to manually open, manage and close trades, Traders can configure their own algorithm to do this for them. Although some basic programming skills are required, a comprehensive step-by-step guide is provided for setting up the FxHyipTrading API.

### **MetaTrader 4 (MT4) platform**

It is possible to link an external live or demo MT4 platform to a Trader account. In this case the Trader account becomes read-only and any trading activity that takes place in the MT4 account is copied over to the FxHyip account. The list of brokers compatible with Trader accounts can be found in the Settings tab of the Trader account, or by contacting Support.

### **FxHyip VPS**

FxHyip offers Traders trading via MT4 the chance to host their trading strategy for free via FxHyip's own VPS service. FxHyip supports over 60 Brokers and there is no need to download any platform - the MT4 client of your choice will be pre-installed into your VPS account, and can be accessed via any browser. The FxHyip VPS service is available only for Traders trading via MT4 terminals; there is a limited number of available VPS, so Traders should keep an eye out for the 'Connect to my VPS' button at your Settings tab - it appears only when VPS slots are available. FxHyip VPS is a premium service and as such a fair use policy applies; if it is detected that the VPS service is misused in any way, then usage of the VPS service may be revoked. Typical examples of misuse are:

malicious intentions

low or excessive usage

use of 3rd party executables that interfere with the OS

multiple instances of MT4 clients and EAs

usage beyond FxHyip's environment, etc

Please also note that there is a limit of one free FxHyip VPS per physical person.

## **D) Performance, Stats and Indicators**

As a Signal Provider trades, their performance and position in the FxHyip Performance page will gradually evolve; moving up and down in ranking. All data and information of the Signal Providers are taken into consideration in order to calculate their place in the ranking. Some decisive factors for the FxHyipRank are (please note that this list is not exhaustive):

**Maturity:** How long the Signal Provider has been trading for, reflected in 'Weeks'.

**Exposure:** How many positions might be open at the same time, reflected in 'Max Open Trades', the 'NME' required, etc.

**Drawdown:** How many ups and downs the Signal Provider's historical performance has experienced, reflected in 'MaxDD%'.

**Performance:** Overall pips earned, average pips per trade and other performance metrics.

For Our European Performance Page only, the below mentioned factors are also taken into account in order to form the list of the top 1000 Traders:

The Maximum Drawdown of the Trader's account should not have exceeded 30% of the total profit.

The minimum trading time is set to 12 weeks.

The profit per trade should not be less than 3 pips.

If you want to find out more about the way FxHyipRank is calculated, please click [here!](#)

The *Performance* page is updated several times per day, as trades and Signal Provider statistics develop. Performance page also contains visual indicators, helping followers to identify certain Signal Provider attributes. Most common of which are:

Signal Provider is using a Live Account.

Signal Provider is using a Demo Account and has a Live Account linked to his Signal Provider.

Signal Provider is using MT4 Expert Advisor

This Trader is operating on FxHyip+, using FxhyipScripts

This Trader is submitting trading requests through FxhyipTrading API

This Trader's strategy is complying with the FIFO rule and does not hedge

This trader has an average user rating of at least 4 stars!

This provider is trading correlated currency pairs, by using a natural hedging strategy that potentially lead to limited drawdown

This Signal Provider is frequently trading economic calendar releases!

FxHyip Veteran - a Signal Provider that has been trading with FxHyip for more than 2 years with a consistently high ranking

In order to appear in the Performance page, a Signal Provider must first close 1 trade, while a minimum of 12 weeks of trading activity is required in order to appear on the Performance page for Europe!

## 2. Payments

Signal Providers earn 0.5 pips per lot, for each closed trade executed in a live follower account. Pip cost varies according to the currency pair traded, the type of account of the follower etc. For US Followers, FxHyip compensates Signal Providers by a variable monthly membership fee. Signal Providers compensation is calculated on a monthly calendar basis.

FxHyip compensates US Signal Providers by a variable monthly membership fee. Monthly compensations for Signal Providers can vary depending on account size and signals generated per month. Please note that FxHyip Signal Providers, who are NFA registered as an Introducing Broker (IB), receive half pip per lot for every trade generated in a live account.

The monthly membership fee is calculated using the following formula:

$$\left( \frac{\text{Aggregate customer capital following the Trader} / \text{Initial Balance}}{100} \right) \times \text{Subscription fee}$$

Initial Balance represents the Necessary Minimum Capital required to cover the Trader's maximum recorded historical drawdown. Aggregate customer capital following the Trader, corresponds to the average amount over the monthly period. Subscription fee is determined by the number of signals generated by the Trader during the month.

Payment requests can include accrued commissions for only the previous month(s), up to the end of the calendar month prior to

Also please take under consideration the following:

To submit your request, FxHyip needs to be provided with sufficient evidence of the Signal Provider credentials – typically we require a valid photo ID (passport, government identification card or government issued voter's card) and a recent formal bill indicating your name and full current residential address.

Before issuing payments, all trades need to be checked against our Trading Compliance rules and relevant commissions need to be collected from our collaborating Brokers; the estimated time frame required to process a payment after a request has been made via our website is 30-45 calendar days.

An active account balance with a minimum of \$.500 is required before proceeding to request a payment.

Please ensure that your bank account details, PayPal account or FxHyip Mastercard are set up properly to avoid any complications with payment.

If for any reason your account has been terminated and you have the minimum of \$500, you can request payment via email to [info@#eTrade](mailto:info@#eTrade).

FxHyip values the safety of its followers' capital as an utmost priority. For this reason, Signal Providers who apply abusive trading behavior, introducing high risks to their followers, will be examined carefully and if deemed malicious, they will be refused compensation.

For each specific calendar month that a Signal Provider presents a negative Total Monthly PnL performance in pips, the Signal Provider will not be compensated. Total Monthly PnL includes unrealized PnL deriving from the end of month valuation of the Signal Provider's open positions.

Please note that payment must be requested within 30 days of receipt of the termination notification. Payment requests received after this period will be rejected.

Accounts with considerable deposits can be characterized from the Broker as Institutional due to the low spread offered. Compensation for such accounts is 0.1 pips per lot executed in a live follower account.

## 3. Trading Compliance Rules

## Trading

When trading from a Demo account, please make sure your trading strategy complies with the following restrictions: There is an upper limit of 100 market and 100 pending orders, as well as a limit of 5000 update signals, permitted to be broadcast to followers within a 24-hour interval.

Signals to create market/pending orders should have a minimum time interval of 5 seconds from the last one accepted in order to be broadcast to followers.

Maximum overall number allowed of open - market and pending - orders is limited to 100; any further signals will not be broadcast to followers.

Please note that none of the above restrictions applies to Signal Providers trading from a Live Account.

### Trading from MT4 Terminals

In addition to the above rules for Signal Providers trading via MT4 terminals and outside of the FxHyip web interface, compliance with the following rules is also expected:

Closing partial lots is not supported.

Deleting Stop/Limit via EA (updating Stop/Limit from non-zero values to zero via EA) is not supported and related signals will not be broadcast to followers.

We support trading in Forex, CFDs, Indices, Gold and Silver.

Altering of mt4 trading records and statistics in any way is strictly prohibited.

Closing trades via the 'Close by' type is not supported.

### Inappropriate Trading Behaviors

FxHyip values the safety of its followers' capital as an utmost priority. For this reason, Signal Providers who apply abusive trading behavior, introducing high risks to their followers, will be examined carefully and if deemed malicious, they will be refused compensation and may be banned from future use of FxHyip's services.

In order to avoid extremes, Signal Providers are required to comply with a minimum set of guidelines that aim to reduce risks, such as:

A Signal Provider's maximum total draw-down should not exceed their profit in pips (Max DD % should not be greater than 100%). This applies once there is an adequate record of provider's performance, e.g. once overall PnL exceeds 1000 pips.

No positions should be allowed to reach losses of 700 pips or more. The use of stop loss at reasonable values is mandatory to ensure followers' safety. A careful and short use of Stop-Loss will also assist and promote you in our Ranking algorithm. Large stop-losses or no stop-losses is not appropriate trading.

FxHyip is not endorsing a winning trades ratio close to 100%. It is a potentially risky strategy as it may indicate exposure to unusually large draw downs.

Note that the above thresholds in pips are indicative for basic FX pairs. Please assume equivalent amounts for exotic pairs including XAU, XAG or CFDs.

### Market Hours

No trading should be performed outside of FxHyip's Market Hours. Market Opens Sunday 22:00 UTC and closes Friday 22:00 UTC. When Eastern time is in daylight saving, market opens Sunday 21:00 UTC and closes Friday 21:00 UTC.

## 4. Recommendations for Effective Strategies

### Scalping is not Recommended.

Due to the combination of different trading policies, configuration and rate feeds of various brokers to whom your followers may subscribe, scalping is not a recommended manner of sending signals to your followers. The practice frequently leads to very inconsistent results for different broker accounts.

### Trading During News

Many brokerage firms will often reject trading signals during News announcements that affect the market, resulting in possible discrepancies between the execution in your account and your live followers.

### Trading with Unrealistic Amounts of Virtual Funds

Apart from producing unrealistic trading results, no trader will ever be able to relate with your strategy if your starting balance is extremely high, or you trade huge amounts of lots.

### Accurate Strategy descriptions

Your Strategy description needs to be accurate and descriptive, so that your Followers can be aware of what to anticipate from your trading activity.

As unexpected trading behavior is not appreciated by your FxHyip Followers, any Strategies that are not in accordance with your actual trading behavior will be disapproved, affecting your FxHyipRank accordingly.

### Up-to-date Status

Your current Status should always be up to date. Please keep in mind that Followers can request for a Status Update, in which case you will be notified via email and expected to provide a status update as shortly as possible. Awkward silences are not friendly towards your FxHyip Followers, so please ensure timely updates are provided.

## 5. Suspension

Suspension of a Signal Provider's account may occur in two ways: temporarily as a warning, or permanently, leading to prohibition from using the service. Liability for any consequences from a Signal Provider account getting suspended burdens the account holder.

### Temporary Suspension

Providers linked with MT4 terminals that violate the Compliance Policy Rules, will be automatically disconnected from their MT4 accounts. They can try to re-connect after they have reconfigured their strategy according to the suspension reason.

### **Permanent Suspension**

Inactive Accounts. A Signal Provider account is considered inactive if there is no trading activity for a certain period of time.

All Provider accounts that have been inactive for more than 3 months will be permanently suspended.

Especially for Provider accounts linked with MT4 terminals, the permitted inactivity period is limited to 1 month.

Provider accounts that repeatedly get temporarily suspended.

### **Privacy policy**

Protection of Privacy, security of personal and financial information of our clients and web site visitors is a key priority of FXHYIP.

By registering an account or by using the web site you agree to the conditions of personal information collection and use, described in the given Privacy policy.

You provide us the information in the following ways: when filling out the account opening form, by sending us electronic messages and answering our letters. Other ways to acquire information include: (1) your use of our web site and (2) your conversations with us. The given information allows us to form and offer you services that will be of interest to you.

The information we collect without your participation includes Internet-protocol (IP) address, browser type, operational system, internet service provider (ISP), the time and the pages you look through at our web site. We do this using "cookies" (files, which can be sent from a web-server to your computer). "Cookies" help us to know you better, providing technical data, which we can use to simplify your work with our web site, improve navigation and usability.

### **Use of Personal Information**

We can use the information provided by you to check your identity and contact information. We can use also use this information to set up and customize your account, to generate the account number and safety password, to maintain your account in working order, to send you information regarding your account.

### **Nonaffiliated Third Parties**

We shall not sell, license, lease or disclose in any other way you personal information to any third parties for any reason, apart from circumstances listed below. We are entitled to give your personal information to third parties, to regulating bodies or other government authorities, if required by law. We can also disclose you information, if necessary, to credit agencies, as well as for protection of our rights or property.

If leave our website, the Rules of our Privacy policy are not applied any longer. We do not bear responsibility for Privacy policy or content of web sites, which do not belong to us and we have no control over execution or protection of data, given by you, or acquired without your notice at such web sites. Non-Disclose of Private Information Right you can make a request to us not to disclose your non-public personal information to certain third parties. To make your private personal information non-disclosable to non-affiliated third parties, please contact us. Safety of your Private Information We use advanced software to ensure safety of the system and procedures to provide you with a safe trading environment and to protect your personal, financial and trading information.

### **Changes to Privacy Policy**

In case we change the given Privacy Policy, the new document will be immediately published on its web site. You agree to accept electronic registration of the new Privacy policy on the web site as an actual notice. In case you have any questions, not considered in the given Policy, please contact our client service representative. By giving us your information, you agree to conditions of the present Policy.

**DISCLAIMER: "HIGH YIELDS INVESTMENT PROGRAMS, FOREX TRADING & INVESTMENT PLANS" may be illegal depending on your country's laws. Do Not Spend what you cannot afford to lose!!!**

### **Terms and Conditions**

By opening an account at FXHYIP you agree that you are of legal age in your country and no less than 18 years old.

You agree that all information, communications, materials coming from FXHYIP are unsolicited and must be kept private, confidential and protected from any disclosure. Moreover, the information, communications and materials contained herein are not to be regarded as an offer, nor a solicitation for investments in any jurisdiction which deems non-public offers or solicitation unlawful, nor to any person to whom it will be unlawful to make such an offer or solicitation.

All data provided by investors will be kept in complete privacy and reasonably protected from access by any third party, using the latest and most advanced technologies available to program administration. Yet FXHYIP rejects any liability for data loss that happens as a result of "force majeure" events, which are beyond our control.

**FXHYIP offers its services on "AS IS" basis. By opening the account, you are acknowledging that you are a qualified investor as determined by present Terms of Service. The use of personal account area of this website is restricted to program investors and to individuals personally invited by them. Every deposit is considered to be a private transaction between FXHYIP and its Investors.**

**You agree to hold all principals and investors harmless of any liability. You are investing of your own device and you agree that past performance is not an explicit guarantee for the same future performance. You agree that FXHYIP are "Broker Agents" of the Investment between You as an Investor and between the Programmers & Traders from USA, U.K, SINGAPORE, LONDON as a Forex Traders and Traders from other Equities. You agree that all information, communications and materials you will find on this website are intended to be of an informational and educational matter and not an investment advice or solicitation.**

**We reserve the right to change the rules, commissions and rates of the program at any time and at our sole discretion without notice, especially in order to protect the integrity and security of our investors' interests. You agree that it is your sole responsibility to review the current terms of service.**

**FXHYIP is not liable for any damages, losses and costs resulting from any violation of the conditions and terms and/or use of our website by an investor. FXHYIP doesn't guarantee you returns on your principle amount, returns are set by the Programmer & by Traders on the daily trading basis. You are investing on your own risk with understanding the Terms of Services and Risk Factor. FXHYIP doesn't guarantee you refund of principle amount and also doesn't refund you once the deposit is made, due to the funds is transferred into USD FOREX TRADING A/c & IN OTHER EQUITIES. FXHYIP doesn't guarantee you about Profit or Losses into TRADING & IN OTHER EQUITIES. You are to guarantee to FXHYIP that you will use this website in for legal purposes only. Your commitment to your local, national and international laws remains your sole responsibility.**

**You agree to not post any negative remarks about FXHYIP in public resources and on any other independent review websites without making prior reasonable attempt and effort to resolve the issues you may have, with the administration of FXHYIP**

**FXHYIP reserves the right to accept or decline any member for membership with or without explanation, at its own discretion.**

**\*I agree for the above "Investment" made by myself, after reading "Client Agreement" carefully.**

**\*I agree for the Privacy Policy and Terms & Conditions of FXHYIP.**