

本同意書は法律的な契約のため、本同意書を熟読してください。

This is a legal contract between Land Prime LTD, its successors and assigns, and the party (or parties) executing this document. The Customer has read and understands the Customer's obligations and rights under the following Customer Agreement and agrees and acknowledges that the following Customer Agreement will control the Customer's relationship with Land Prime LTD.

1. DEFINITIONS: Currency Forex is not traded on a regulated exchange. Currency Forex is traded on the "Interbank" system. The Interbank system consists of banks/clearing houses that exchange Currency positions with other banks/clearing houses. There are no guarantees that the counterparties with whom Land Prime Ltd. deals are creditworthy. Every attempt has been made to deal with reputable creditworthy banks/clearing houses. Also, there may be certain cases when trading liquidity decreases, causing trading in a certain Currency to cease, thereby preventing the liquidation of an adverse position, which may result in a substantial financial loss to the Customer.

2. SUITABILITY AND RISK: Trading in Currency Forex is suitable only for those institutions or individuals financially able to withstand losses which may substantially exceed the value of margins or deposits. If Customer proves himself to be unsuitable for trading after the Customer has gained approval for trading, Land Prime Ltd. reserves the right to "freeze" the account from further trading activity until it can determine whether the Customer can be a suitable trader without exposing him/herself to unnecessary market risk.

私はトレーダーとして適合していることを誓約します。

If Customer directs Land Prime Ltd. to enter into any Currency Forex contract Customer agrees that: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such Currency will be entirely for Customer's account and risk and that (b) all initial and subsequent deposits for margin purposes shall be made in U.S. dollars via personal check, bank draft, or wire transfer, in such amounts as Land Prime Ltd. may in its sole discretion require.

3. AUTHORIZATION TO TRADE. Land Prime Ltd. is authorized to act as counterparty, or to purchase and sell Currency Forex, for customer's account(s) with counterparty

banks or institutions, as Land Prime Ltd. deems appropriate, in accordance with the oral or online instructions of Customer or Customer's properly designated trading agent. If you would like to authorize a Designated Trading Agent to have trading authority over your account, refer to the Limited Power of Attorney Managed Account Authorization and Risk Disclosure Form.

4. **DISCLAIMER AND CUSTOMER ACKNOWLEDGEMENT:** It is not the practice of Land Prime Ltd to make market recommendations. However, if any recommendations should nonetheless be made, it is understood and agreed that the market recommendations of Land Prime Ltd. are based solely on the judgment of Land Prime Ltd.'s personnel. These market recommendations may or may not be consistent with the market position or intentions of Land Prime Ltd., its affiliates and employees. Any such market recommendations are based upon information believed to be reliable, but Land Prime Ltd. cannot and does not guarantee the accuracy, timeliness or completeness thereof nor does Land Prime Ltd. represent that following such recommendations will eliminate the risk inherent in trading Currency Forex.

Customer acknowledges that (i) any market recommendations and information provided to Customer by Land Prime Ltd. do not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any Currency Forex contract; (ii) such recommendation and information, although based upon information obtained from sources believed by Land Prime Ltd. to be reliable, may be based solely on opinion and such information may be incomplete and may be unverified; and (iii) Land Prime Ltd. makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Customer. Customer acknowledges that Land Prime Ltd. and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell Currencies, which are the Customer Agreement subject of market recommendations furnished to Customer, and that the market position of Land Prime Ltd. or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Customer by Land Prime Ltd. Customer further acknowledges that Land Prime Ltd. makes no representations concerning the tax implications or treatment of contracts. Customer also acknowledges that should Customer grant trading authority or control over Customer's account to another person ("Trading Agent"), whether on a discretionary or non-discretionary basis, Land Prime

Ltd. shall in no way be responsible for reviewing Customer's choice of such Trading Agent or making any recommendations with respect thereto. Customer understands that Land Prime Ltd. makes no warranties or representations concerning the Trading Agent, that Land Prime Ltd. shall not be responsible for any loss to Customer occasioned by the actions of the Trading Agent and that Land Prime Ltd. does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent. If Customer gives Trading Agent authority over its accounts, Customer understands that Customer does so at Customer's own risk.

5. **POWER OF ATTORNEY:** Customer understands that Land Prime Ltd.'s employees are forbidden from exercising discretion over or managing a Currency Forex account or holding a power of attorney over a Currency Forex account. If Customer's account is, for any reason, being traded without Customer's authorization, Customer must notify Land Prime Ltd.'s Compliance Officer immediately.

6. **MARGIN:** (A) **Policy:** Land Prime Ltd.'s margin policy and/or the policies of those banks/clearing houses through which contracts are executed may require that additional funds be provided to properly margin Customer's account and that Customer is obligated to immediately meet such margin requirements in U. S. dollars via personal check, bank draft, or by wire transfer to Land Prime Ltd. account. Failure to properly fund customer's account prior to a margin call may result in the automatic liquidation of any open positions with a resultant loss.

Customers should make all necessary precautions to prevent a margin call if the desire of the customer is to hold onto his/her open position(s). Land Prime Ltd will not notify the Customer of a margin call in advance, either by mail or by phone or by any other means. In the event of a margin call, Land Prime Ltd. will automatically liquidate all open positions to prevent further possible losses. It is the Customer's responsibility to monitor his/her margin account balances at all times. The Land Prime Ltd. DealStation? trading platform displays sufficient information for a Customer to monitor his/her margin account balances. A Customer who is unable to monitor and manage his/her margin account will not be considered "sophisticated" and will not be permitted to open a Currency Forex trading account.

Margin calls shall be conclusive and binding unless objected to, within twenty-four (24) business hours of margin call, by telephone, fax or by wire. If by telephone,

written confirmation must follow from Customer within two (2) New York business days. Written objections on Customer's part shall be directed to Land Prime Ltd.'s Compliance Department at 188 Quay Street Level 27 PWC Tower, Auckland 1010, New Zealand and shall be deemed received only if actually delivered or mailed by registered mail return receipt requested.

(B) Deposit Requirements: Customer shall provide to and maintain with Land Prime Ltd. margin in such US Dollar based amounts and in such forms as Land Prime Ltd. in its sole discretion, may from time to time require. Such margin requirements may be greater or lesser than margins required by a counterparty bank. Land Prime Ltd. may change margin requirements at any time. Customer understands that he or she may attempt to deposit additional funds into his/her trading account in an attempt to avoid a margin call; however, if those funds are not received in the Customer's trading account prior to the margin call being issued, Land Prime Ltd. will not be held liable for the Customer's losses as a result of the margin call. Land Prime Ltd. may at any time proceed to liquidate Customer's account in accordance with paragraph 17 below and any failure by Land Prime Ltd. to enforce its rights hereunder shall not be deemed a waiver by Land Prime Ltd. of its right to enforce its rights thereafter. No previous margin requirement by Land Prime Ltd. shall preclude Land Prime Ltd. from increasing or decreasing that requirement without prior notice. Land Prime Ltd. retains the right to limit the number of open positions which Customer may acquire or maintain at Land Prime Ltd. Land Prime Ltd. will attempt to execute all orders which it may, in its sole discretion, choose to accept for the purchase or sale of contracts or other property in accordance with the oral or written instructions of Customer or Customer's Trading Agent. However, Land Prime Ltd. shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of Land Prime Ltd. including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities.

Land Prime Ltd. のマージンポリシーを承認します。

7. OBJECTIONS: Due to the time-sensitive nature of the Currency Forex business, the Customer must make any objection it may have to Land Prime Ltd.'s handling of a Currency Forex transaction by electronic mail, by post-mail or by telephone, within

forty-eight (48) hours of the time of the transaction. The post-mailed letter must be posted to Land Prime Ltd.'s Compliance Department at 188 Quay Street Level 27 PWC Tower, Auckland 1010, New Zealand. Land Prime Ltd. will not be held liable for errors that are not reported to Land Prime Ltd.'s Compliance Department after forty-eight (48) hours of the time of the event complained of. Once Land Prime Ltd. has issued a response to the objection, the Customer will have forty-eight (48) business hours to respond to FCTFLAND LTD.'s response; otherwise the response will be considered final, and the case will be considered closed.

8. REPORTS: Customer understands that Customer must carefully review the Monthly Statement and Daily Trade Confirmation Reports relating to Customer's Trading History and Account Balances, available to Customer at Land Prime Ltd.'s Internet site and on the Deal Station trading platform. All electronic reports will be deemed final within forty-eight (48) business hours after execution as posted on Land Prime Ltd.'s internet website and/or MT 4 trading platform. In the event Customer receives the Monthly Statement and Daily Trade Confirmation Reports by post-mail, Customer must carefully review the reports and notify Land Prime Ltd. of any objections to the reports by electronic mail, by post-mail or by telephone, within seven (7) Business days of the time from post-mark of post-mailed reports. Customer's written objections to these reports must be posted to Land Prime Ltd.'s Compliance Department at 188 Quay Street Level 27 PWC Tower, Auckland 1010, New Zealand. Due to the time sensitivity of the Currency Forex business, reports shall be deemed correct, conclusive, and binding upon Customer if not objected to in the aforementioned time periods.

9. ARBITRATION AGREEMENT: If a dispute arises between Customer and Land Prime Ltd. relating to this Agreement or arising out of any aspect of the business relationship between Customer and Land Prime Ltd., including but not limited to: (i) transactions of any kind made on Customer's behalf by, through or with Land Prime Ltd., its agents, and/or affiliates or (ii) Customer's use of the Land Prime Ltd.'s Internet website, or the information, services, and Deal Station Trading Platform provided thereon, Customer and Land Prime Ltd. each hereby waives his/her/its right to seek relief in court and hereby agrees instead to submit the dispute in the first instance to non-binding mediation which may be initiated either by Customer or Land Prime Ltd.

私はこの同意書の仲裁規定を理解し同意するものとします。

Customer and Land Prime Ltd. agree that the venue for any mediation and, if necessary, any arbitration hereunder shall be New Zealand Land Prime Ltd. each consent to jurisdiction over him/her/it before a mediation. Customer and Land Prime Ltd. agree that punitive or exemplary damages shall be unavailable in any arbitration between them. The Customer understands that judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction over such arbitration awards.

10. GOVERNMENTAL RULES AND REGULATIONS, COUNTERPARTY INSTITUTION AND INTERBANK SYSTEM POLICIES, PROCEDURES, AND RULES. All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the counterparty institution or other Interbank market (and its clearing organization, if any) where executed and to all applicable Federal and State laws and regulations. and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. Customer also agrees Land Prime Ltd. is entitled to change or modify LAND-FX policies or procedure in order to protect the customers or customers' funds in case Land Prime Ltd. has any necessity. Such may include (but not limited to). Customer acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements, and Customer shall not thereby be given any independent legal or contractual rights with respect to such requirements.

11. DELIVERY, SETTLEMENT DATE AND ROLLOVERS: Customer acknowledges that the purchase or sale of a Currency anticipates the accepting or making of delivery, though in most cases the accepting or making of delivery will not actually occur. With respect to purchases or sales of Currencies through a Currency Forex account, Customer agrees to Land Prime Ltd.'s policies as stated on Land Prime Ltd.'s Internet site regarding the offset or rollover of a Currency position. Offset instructions on Currency positions open prior to settlement must be given to Land Prime Ltd. at least one (1) business day prior to the settlement or value day.

Alternatively, sufficient funds to take delivery or the necessary delivery documents must be received by and in the possession of Land Prime Ltd. within the same period

described above. If instructions, funds, or documents are not received, Land Prime Ltd. may without notice, either offset Customer's positions or roll Customer's positions into the next settlement time period or make or receive delivery on behalf of Customer upon such terms and by such methods deemed reasonable by Land Prime Ltd. in its sole discretion. In the absence of timely instructions from Customer, Land Prime Ltd. is authorized, at Land Prime Ltd.'s absolute discretion, to deliver or rollover all or any portion of the Currency positions in the Currency Forex account(s) of Customer and at Customer's risk. Customer's account(s) shall be charged separate fees in effect from time to time, upon the rollover or offset of a Currency position.

12. COLLATERAL AGREEMENT. All funds, Currencies, and Currency contracts belonging to Customer which Land Prime Ltd. or its affiliates may at any time be holding for Customer (either individually, jointly with another, or as a guarantor of the account of any other person) or which may at any time be in Land Prime Ltd.'s possession or control or carried on its books for any purpose, including safekeeping, are to be held by Land Prime Ltd. as security and subject to a general lien and right of set off for liabilities of Customer to Land Prime Ltd. whether or not Land Prime Ltd. has made advances in connection with such Currencies and currency contracts, and irrespective of the number of accounts Customer may have with Land Prime Ltd. Land Prime Ltd. may in its discretion, at any time and from time to time, without notice to Customer, apply, and/or transfer any or all funds or other property of Customer between any of Customer's accounts for set off purposes. Customer hereby also grants to Land Prime Ltd. the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other customers, to itself as broker or to others, assets of Customer held by Land Prime Ltd. as margin or security. Land Prime Ltd. shall at no time be required to deliver to Customer the identical property delivered to or purchased by Land Prime Ltd. for any account of Customer. The rights of Land Prime Ltd. are subject to the applicable requirements for the segregation of Customer funds and property under the Commodity Exchange Act, as amended (the "Act"). Nothing in this paragraph obligates Land Prime Ltd. to insure adequate balances in any of Customer's margin accounts.

13. DEATH, BANKRUPTCY AND INSOLVENCY. If a death occurs to one or more of the tenants of an account, the executor of the estate shall formally notify Land Prime Ltd. in writing; such notification shall include a certified copy of the tenant's death certificate. No funds will be dispersed from the account except as permitted by law.

All expenses incurred up to the date of notification will be charged to the account. In the event of the bankruptcy or insolvency of Customer, this Agreement shall automatically terminate but Customer shall remain liable to Land Prime Ltd. for any outstanding balances owed to Land Prime Ltd. Such outstanding balances shall be due and payable immediately. At the time of termination for this reason, Land Prime Ltd. shall review Customer's accounts with it and shall determine whether, taken together, Customer's accounts are in a credit or deficit position. If Customer's accounts are in a credit position after all applicable charges have been deducted, Land Prime Ltd. shall return to Customer the outstanding net balance.

14. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES. In the event of (a) the death or judicial declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's accounts carried by Land Prime Ltd; (d) insufficient margin, or Land Prime Ltd.'s determination that any collateral deposited to protect one or more accounts of Customer is inadequate, regardless of current market quotations, to secure the account; or (e) Customer's failure to provide Land Prime Ltd. any information requested pursuant to this Agreement, Land Prime Ltd., in its sole discretion, may take one or more, or any portion, of the following actions: (1) satisfy any obligation Customer may have to Land Prime Ltd., either directly or by way of guaranty surety ship, out of any of Customer's funds or property in its custody or control; (2) sell or purchase any or all Currency contracts, or securities held or carried for Customer; and (3) cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Customer.

Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees or assigns, and regardless of whether the ownership interest shall be solely Customer's or held jointly with others. In liquidation of Customer's long or short positions, Land Prime Ltd. may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in Land Prime Ltd.'s sole judgment may be advisable to protect or reduce existing positions in Customer's account. Any sales or purchases hereunder may be made according to Land Prime Ltd.'s judgment and at its discretion with any Interbank or

other exchange market where such business is then usually transacted or at a public auction or private sale, and Land Prime Ltd. may purchase the whole or any part thereof free from any right of redemption. Customer shall at all times be liable for the payment of any deficit balance of Customer upon demand by Land Prime Ltd. and in all cases, Customer shall be liable for any deficiency remaining in Customer's account(s) in the event of the liquidation thereof in whole or in part by Land Prime Ltd. or by Customer. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of customer due to Land Prime Ltd., Customer shall promptly pay upon demand the deficit and all unpaid liabilities, together with interest thereon equal to three (3) percentage points above the then prevailing prime rate at Land Prime Ltd.'s principal bank or the maximum interest rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, witness fees, travel expenses and the like. In the event Land Prime Ltd. incurs expenses with respect to any of the account(s) of Customer, Customer agrees to pay such expenses.

15. **AUTHORIZATION TO TRANSFER FUNDS.** Except as provided in paragraph 16 and 17 hereof, Land Prime Ltd. will not transfer nor allow withdrawals from Customer's accounts for safety of accounts and funds in case any position has been opened. Except as provided in paragraphs 16 and 17 hereof, Land Prime Ltd. will not transfer funds among Customer's accounts without the prior written authorization of Customer. In no case will Land Prime Ltd. return funds to a person other than Customer. For any transfer of funds authorized by Customer as provided herein, Customer hereby agrees to indemnify Land Prime Ltd. for any liability, which may arise to Land Prime Ltd. from the transfer.

16. **CHARGES.** Customer shall pay such brokerage, commission and special service charges as Land Prime Ltd. may from time to time charge and all other charges (including, without limitation, mark up and downs, statement charges, idle account charges, order cancellation charges, account transfer charges or other charges), fees (including, without limitation, fees imposed by any Interbank agency, bank, contract markets or other regulatory or self-regulatory organizations) arising out of Land Prime Ltd.'s providing services hereunder. Land Prime Ltd. may change its commission, charges, and/or fees without notice. Land Prime Ltd.'s currently does not charge any commissions to all trading accounts. The commission structure is subject to change. Please refer to the Land Prime Ltd.'s corporate website for more information. Customer

shall pay Land Prime Ltd. interest on amounts due from Customer to Land Prime Ltd. at an interest rate equal to three (3) percentage points above the then prevailing prime rate at Land Prime Ltd.'s principal bank or the maximum interest rate allowed by law, whichever is lower. Customer shall pay all such charges as they are incurred, and Customer hereby authorizes Land Prime Ltd. to withdraw the amount of any such interest charges payable to Land Prime Ltd. from Customer's account(s). Customer agrees to pay a transfer fee, to be designated by Land Prime Ltd. in the event Customer instructs Land Prime Ltd. to transfer open positions, moneys, and/or property of Customer's account to another institution; such instructions may only be given in writing and must provide for transfer to an account which is in the name of Customer as further specified in paragraph 18 of this Agreement.

私はこの同意書の料金規定を理解し同意するものとします。

17. COMMUNICATIONS. Reports, statements, notices and any other communications may be transmitted to Customer at the address given below, or to such other address as Customer may from time to time designate in writing to Land Prime Ltd. Customer is responsible for providing Land Prime Ltd. with updated contact information at all times. All communications sent by Land Prime Ltd., whether by electronic mail, post mail, telegraph messenger, electronically or otherwise, shall be deemed transmitted by Land Prime Ltd. when sent by Land Prime Ltd servers, when deposited in the United States mail, when available from Land Prime Ltd.'s website or when received by a Trading Agent designated by Customer, and are to be deemed to have been delivered to Customer personally, whether actually received by Customer or not, if transmitted in any of these manners.

18. Land Prime Ltd.'S DISCLAIMERS OF RESPONSIBILITY. Customer agrees that Land Prime Ltd. will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, distortions or delays in trading via the Internet, electrical power outage or for any other cause beyond Land Prime Ltd.'s control. Land Prime Ltd. shall only be liable for its actions or inactions which amount to fraud with intent to deceive or gross negligence.

19. QUOTING ERRORS: Should a quoting error occur due to an Land Prime Ltd. employee's mistype of a Currency Forex price-quote, Customer agrees that Land Prime Ltd. will not be liable for the resulting errors in account balances. Land Prime Ltd. reserves

the right to make necessary corrections or adjustments to the records of the account involved in any such error. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value of the currency at the time the error occurred.

この同意書の免責条項、及び見積価格の誤差に関する規定を理解し、同意するものとします。

20. CUSTOMER'S REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that: (i) Customer is of sound mind, legal age and legal competence; (ii) No person other than Customer has or will have an interest in Customer's account(s); (iii) Customer is suitable to trade Currency Forex and is a sophisticated trading participant; and (iv) Customer is not now an employee of any exchange, of any corporation in which any exchange owns a majority of the capital stock, of any member of any exchange, of any firm registered with FSCL or the FMA or of any bank, trust, or insurance company. (In the event that Customer becomes so employed, Customer agrees to promptly notify Land Prime Ltd. at its home office in writing of such employment). Customer further represents and warrants that the financial information disclosed to Land Prime Ltd. in this Agreement and all attachments hereto including Customer's application are true, correct and complete as of the date hereof, and accurately represents Customer's current financial condition. Customer agrees to notify Land Prime Ltd. promptly of any material changes in such information.

Customer also represents and warrants that in determining Customer's Net Worth, Customer carefully calculated his/her Assets and then subtracted his/her Liabilities from Assets to determine Customer's Net Worth. Customer represents and warrants that in determining the value of Assets, Customer included cash and/or cash equivalents, Government and other marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other Government and marketable securities. Customer represents and warrants that in determining the value of Liabilities, the customer included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding on primary residence) and other debts. Customer represents and warrants that in determining Customer's Liquid Assets, Customer included only those Assets that can be quickly converted to Cash. Customer represents and warrants that Customer has very carefully considered his or her Assets, Net Worth, Liquid Assets and Liabilities and has

determined that any losses from Forex Currency trading would not affect the Customer's lifestyle.

この同意書の 20 条、条件と説明と保証について理解、同意するものとします。

21. CREDIT. Customer authorizes Land Prime Ltd. or its agents to investigate Customer's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as Land Prime Ltd. shall deem appropriate to verify information regarding Customer. Customer further authorizes Land Prime Ltd. to investigate Customer's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, banks, and compliance data centers as Land Prime Ltd. shall deem appropriate. Upon reasonable request made in writing by Customer to Land Prime Ltd., Customer shall be allowed to review any records maintained by Land Prime Ltd. relating to Customer's credit standing, and Customer also shall be allowed, at Customer's sole cost and expense, to copy such records.

22. NO GUARANTEES. Customer acknowledges that Customer has no separate agreement with Customer's broker or any Land Prime Ltd. employee or agent regarding the trading in Customer's Currency Forex account, including any agreement to guarantee profits or limit losses in Customer's account. Customer understands that Customer is under an obligation to notify Land Prime Ltd.'s Compliance Officer immediately in writing as to any agreement of this type. Further, Customer understands that any representations made by anyone concerning Customer's account; which differ from any statements Customer receives from Land Prime Ltd. must be brought to the attention of Land Prime Ltd.'s Compliance Officer immediately in writing. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing Land Prime Ltd.'s limited trading authorization, and any disputed transactions must be brought to the attention of the Land Prime Ltd.'s Compliance Officer pursuant to the notice requirements of this Agreement. Customer agrees to indemnify and hold Land Prime Ltd. harmless from all damages or liability resulting from Customer's failure to immediately notify Land Prime Ltd.'s Compliance Officer of any of the occurrences referred to herein. All notices required under this section shall be sent to Land Prime Ltd. at its address appearing on confirmations and account statements.

23. **JOINT ACCOUNTS.** Tenants in joint accounts each have the authority: a) to trade for the account; b) to receive all correspondence and documents with respect to the account, c) to receive or withdraw money, d) to execute agreements relating to the account, and e) to deal with Land Prime Ltd., and each tenant of a joint account hereby indemnifies Land Prime Ltd. for any action with respect to the joint account taken by Land Prime Ltd. at the direction of the other tenant. If a death occurs to one or more of the joint tenants of an account, the executor of the estate shall formally notify Land Prime Ltd. in writing; such notification shall include a certified copy of the tenant's death certificate. No funds will be dispersed from the joint account except as permitted by law. Unless Joint Account Allocation Addendum is completed, then each tenant is presumed to have equal share in the assets and liabilities, if any, of the account.

24. **NO WAIVER OR AMENDMENT.** No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both Customer and an authorized officer of Land Prime Ltd. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Land Prime Ltd. 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. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements, and there are no other terms, conditions or obligations of this Agreement other than those contained herein.

25. **GOVERNING LAW AND JURISDICTION.** This Agreement, and the rights and obligations of the parties hereto, shall be governed by, construed and enforced in all respects by the laws of New Zealand, where Land Prime Ltd.'s principal order execution facilities are located. Land Prime Ltd Financial Group is a Futures Commission Merchant registered with the Financial Services Complaints Limited and a member of the Financial Markets Authority in New Zealand. It may be more difficult for non-NZ residents to take legal action against Land Prime Ltd Financial Group than it would be for them to take action against a company that is incorporated, continued or otherwise organized under the laws of their country of residence.

26. **BINDING EFFECT.** This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with Land

Prime Ltd. irrespective of any change or changes at any time in the personnel of Land Prime Ltd. or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of Land Prime Ltd. and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representative, successors and assigns of Customer. Customer hereby ratifies all transactions with Land Prime Ltd. affected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

27. **TERMINATION.** This Agreement shall continue in effect until termination, and may be terminated by Customer at any time when Customer has (1) no open Currency Forex positions and (2) no liabilities held by or owed to Land Prime Ltd., upon the actual receipt by Land Prime Ltd. at its home office of written notice of termination, or at any time whatsoever by Land Prime Ltd. upon the transmittal of written notice of termination to Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any continuing obligations after termination set out in this Agreement nor shall it relieve Customer of any obligations arising out of any deficit balance in Customer's accounts with Land Prime Ltd. Land Prime Ltd. is authorized to terminate this agreement at any time when Customer (1) conducted any unfair or abnormal trading, or is suspected to do such behaviors. (2) did not conduct his/her obligation or miss any essential condition to register with Land Prime Ltd. (3) conducted any illegal action or is suspected to do such things.

28. **INDEMNIFICATION.** Customer agrees to indemnify and hold Land Prime Ltd., its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by Land Prime Ltd. arising out of Customer's failure to fully and timely perform Customer's agreements herein or should any of the representations and warranties fail to be true and correct. Customer also agrees to pay promptly to Land Prime Ltd. all damages, costs and expenses, including attorneys' fees, incurred by Land Prime Ltd. in the enforcement of any of the provisions of this Agreement. Customer also agrees Land Prime Ltd. is entitled to hold or deduct funds if corresponding account is related to any unfair trading or violation of policy. Such may include (but not limited to). And customer agrees to pay promptly to Land Prime Ltd. for all

damages and losses related to those.

この同意書の補償規定について理解し、同意するものとします。

29. TERMS AND HEADINGS. The term "Land Prime Ltd." shall be deemed to include Land Prime Ltd., its affiliates, its divisions, its successors and assigns; the term of "home office" is deemed to be 40 Exchange at 188 Quay Street Level 27 PWC Tower, Auckland 1010, New Zealand; the term "Customer" shall mean the party (or parties) executing this Agreement; and the term "Agreement" shall include all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's account regardless of when executed. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

30. RECORDINGS. Customer agrees and acknowledges that all conversations regarding Customer's account(s) between Customer and Land Prime Ltd. personnel may be electronically recorded 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 Land Prime Ltd. Customer understands the Land Prime Ltd. destroys such recordings at regular intervals in accordance with Land Prime Ltd.'s established business procedures, and Customer hereby consents to such destruction.

31. AGREEMENTS REGARDING SERVICE PROVIDERS. Customer agrees that it will not publish, retransmit, redistribute, or otherwise reproduce all or any part of the proprietary format or content of Land Prime Ltd. or any of the vendors of services to Land Prime Ltd. including, but not limited to, third party licensors (the "Service Providers") to any other person or entity, including, but not limited to, in the case of a corporate Customer, its wholly owned subsidiaries, but shall use same for Customer's internal purposes only. Moreover, neither Land Prime Ltd. nor the Service Providers make any express or implied warranties (including, without limitation, any warranty or merchantability or fitness for a particular purpose or use) regarding the service provided by Land Prime Ltd. and/or by the Service Provider, as the case may be. The service provided to Customer by Land Prime Ltd. and by each Service Provider is provided on an "as is" basis, and neither Land Prime Ltd. nor any Service Provider will be liable to any Customer or any third party for any interruption, inaccuracy,

error or omission, regardless of cause, in the service provided or for any damages (whether direct, indirect, consequential, punitive or exemplary) resulting there from.

Customer further agrees not to use or permit any one else to use the services provided by Land Prime Ltd. or by any of the Service Providers for any unlawful purpose. Customer further agrees that for each service provided by Land Prime Ltd. and/or by the Service Providers, the Service Provider, which provides that service, or Land Prime Ltd., as the case may be, shall have all proprietary rights in the service provided. Customer agrees that unless otherwise expressly authorized by Land Prime Ltd. and the other affected Service Providers in writing, Customer shall use the service provided by each Service Provider for its internal use only and in no event shall Customer publish, retransmit, redistribute or otherwise reproduce all or any part of the service provided in any format to any other person or entity, including but not limited to wholly-owned subsidiaries of Customer. Customer agrees that his/her/its arrangements with Land Prime Ltd. for receipt of the services provided by the Service Providers other than Land Prime Ltd. is subject to termination at any time for any reason if a Service Provider terminates Land Prime Ltd.'s access to the service provided by that Service Provider. Upon termination of the Customer's agreement with Land Prime Ltd. or Land Prime Ltd.'s termination of its access to a service provided by a Service Provider, Customer shall immediately purge the service in question and/or any portion thereof from any and all of its facilities, electronic or otherwise.

32. OFF-EXCHANGE TRANSACTION DISCLOSURE. The signing of this Agreement constitutes acknowledgment by Customer that Customer has read, understands, and gives authorization to the following disclosure to trade foreign exchange currencies ("Currency Forex") through the Interbank markets: Land Prime Ltd. may from time to time execute transactions on Currency Forex market to trade currencies, pursuant to an agreement between the Interbank agent and Land Prime Ltd. that a trade executed between one bank executes a trade offset by another banking agent.

33. ACCEPTANCES. This Agreement shall not be deemed to be accepted by Land Prime Ltd. or become a binding contract between Customer and Land Prime Ltd. until approved at Land Prime Ltd.'s home office and signed by its authorized representative.

34. **TRADING ON-LINE ACKNOWLEDGEMENT.** Trades done with customer's password are customer's responsibility. Customer must set up two passwords, one for trading on-line and a second for trading via phone. If customer forgets or misplaces the password(s), the Customer will be required to supply Land Prime Ltd. with verification documents and/or information including but not limited to Social Security, Passport, address and date of birth, to reset the password(s). If customer cannot access his or her account on-line, he or she may trade by phone by calling the Land Prime Ltd Dealing Desk. To trade by phone or inquire about account specific information by phone, customer must supply dealing desk with his or her phone-password.

35. **RISK DISCLOSURE STATEMENT.** Customer acknowledges that Customer has read and understands the following Risk Disclosure Statement: This brief statement does not disclose all of the risks in Currency Forex trading and other significant aspects of trading in leveraged investments. In light of the risks, Customer should undertake such transactions only if Customer understands the nature of the contracts (and contractual relationships) into which Customer is entering and the extent of Customer's exposure to risk. **TRADING IN LEVERAGED CONTRACTS SUCH AS FOREX CURRENCY CONTRACTS IS NOT SUITABLE FOR ALL MEMBERS OF THE PUBLIC, BUT ONLY FOR FINANCIALLY SOPHISTICATED INDIVIDUALS AND FINANCIAL INSTITUTIONS.** The Customer should carefully consider whether trading is appropriate for the Customer in light of the Customer's experience, objectives, financial resources and other circumstances.

a. Effect of 'Leverage' or 'Gearing' Transactions in Currency Forex accounts carry a high degree of risk. The amount of initial margin is small relative to the value of the Currency Forex contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds Customer has deposited or will have to deposit; this may work against Customer as well as for Customer. Customer may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain the Customer's position. If the market moves against the Customer's position or margin levels are increased, Customer may be called upon to maintain Customer's position. If the market moves against the Customer's position or margin levels are increased, Customer may be called upon to pay substantial additional funds on short notice to maintain Customer's position. If Customer fails to comply with a request for additional funds within the time prescribed, Customer's position may be liquidated at a loss, and Customer will be liable for any resulting deficit.

b. Risk-reducing orders or strategies The placing of certain orders (e.g. 'stop' or 'limit' or 'OCO' order, where permitted under local law), which are intended to limit losses or secure profits to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be as risky as taking simple 'long' or 'short' positions.

c. Transactions in other jurisdictions Transactions on currencies of other countries in other jurisdictions, including markets formally linked to a domestic market, may expose Customer to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Before Customer trades, Customer should inquire about any rules relevant to the Customer's particular transactions.

d. Market risks and on-line trading: Trading currencies involves substantial risk that is not suitable for everyone. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.

36. RISK ACKNOWLEDGMENT. Customer acknowledges that trading in leveraged Currency Forex contracts is speculative, involves a high degree of risk and is appropriate only for persons who can assume risk of loss in excess of their margin deposit. Customer understands that because of the low margin normally required in Currency Forex trading, price changes in Currency Forex contracts may result in significant losses, which losses may substantially exceed Customer's investment and margin deposit. Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of Currency Forex trading, and in consideration of Land Prime Ltd.'s carrying his/her account(s), Customer agrees not to hold Land Prime Ltd. responsible for losses incurred through following either Customer's own or Land Prime Ltd.'s trading recommendations or suggestions or those of its employees, agents or representatives. Customer recognizes that guarantees of profit or freedom from loss are impossible of performance in Currency Forex trading.

Customer acknowledges that Customer has received no such guarantees or representations from Land Prime Ltd. or from any of its representatives or employees or from any introducing broker, Trading Agent or other person or entity whom Customer

may be conducting his/her/its trading activities in his/her/its Land Prime Ltd. account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or representations. Customer agrees that Customer is fully responsible for making all final decisions as to transactions effected for Customer's account. Customer has considered the foregoing factors and in view of Customer's present and anticipated continued financial resources, Customer is willing and able to assume the substantial financial risks of Currency Forex trading.

37. DISCLOSURE FOR REFERRED CUSTOMERS. The customer hereby confirms that the Referring Broker (RB), was the person who introduced me to Land Prime Ltd. and that regarding live trading in spot foreign currency with Land Prime Ltd. on its trading platform RB has advised the customer of the following:

a. RB has clearly expressed to the customer that he or she is not employed by Land Prime Ltd. and that the customer's account will be maintained with Land Prime Ltd. and traded on the platform of Land Prime Ltd.

b. RB has advised the customer of the wisdom of demo trading before undertaking any live trading.

c. RB has informed the customer that RB will be compensated by Land Prime Ltd. if customer is accepted as a client of Land Prime Ltd. and this compensation will be based on the volume of the customer's spot foreign currency trading with Land Prime Ltd. This compensation will be paid by Land Prime Ltd. and will not be deducted from customer's account.

d. RB has not guaranteed any returns or made any other false claims concerning any level of expected returns for spot foreign currency trading.

e. RB has advised the customer that spot foreign currency trading is highly speculative and carries serious financial risk.

The customer further agrees that he or she will not permit RB to act as funds custodian or account manager of any funds to be traded on customer's behalf through Land Prime Ltd. if the Customer is accepted as a Client of Land Prime Ltd. Customer will place my funds directly with Land Prime Ltd and will not use RB as an intermediary for those

funds in any way.

I acknowledge that I have read and understand this agreement and agree to all its terms. My agreement may be evidenced by electronic or manual signature in the space provided below and will, in any event, be evidenced by my initiation of funds deposited, or trading activity with Land Prime Ltd.