

# Trading & Investment Account Application

## Individual or Joint Application

### Account Opening Instructions for Trading & Investment Accounts with Sterling Gent Trading Ltd.

1. The undersigned acknowledges having received, read and understood the foregoing documentation and agrees to be bound by all of the terms and conditions hereof.

Please note that the terms Trader and Investor are used interchangeably throughout this agreement and should be considered as the same whether you trade or invest or both with SGT.

**We confirm that we have read, completed, agreed and signed:**

	<b>Initial</b>
Trader/Investor Account Opening Information Form	_____
Consent to Conduct Business Electronically	_____
Trader Account Letter	_____
Trader Agreement	_____
KYC (Know Your Client) Guidelines	_____
Transaction Disclosure	_____
Risk Disclosure	_____
Investment Programs	_____

Initial: \_\_\_\_\_

**Registered Address:**

Sterling Gent Trading Ltd  
Craigmuir Chambers  
PO Box 71  
Road Town, Tortola  
British Virgin Islands

**Website & Mail:**

[www.sgtmarkets.com](http://www.sgtmarkets.com)  
[compliance@sgtmarkets.com](mailto:compliance@sgtmarkets.com)

**Mailing Address:**

11 Bermudiana Road, Suite 334  
Hamilton HM 08  
Bermuda

**2. Please complete the following**

- Trader Account Opening Information (completed in full)
- KYC (Know Your Client) Documents as outlined in the guidelines

**3. Please scan and send all account opening documents to [compliance@sgtmarkets.com](mailto:compliance@sgtmarkets.com)**

**Trading/Investment:**

Once your account has been approved, you will receive an email with your Live Account Trading Number and your Password.

**Contact:**

[compliance@sgtmarkets.com](mailto:compliance@sgtmarkets.com)

Initial: \_\_\_\_\_

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# Trader/Investor Account Opening Information

## Account Holder Information

To be completed for each participant in the account. The term “Trader/Investor” refers to the legal entity for whom this application is being made. You must be at least 18 years of age to open an account.

Full Account Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Country of Citizenship\*: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Tax ID # or Government ID # (i.e., passport, Government issued ID): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Postcode: \_\_\_\_\_

Country\* \_\_\_\_\_

Telephone (Home): \_\_\_\_\_ Telephone (Business): \_\_\_\_\_

Email Address: \_\_\_\_\_

Initial: \_\_\_\_\_

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## Employment Status

Please check one:  Employed  Self-employed  Retired  Student/Homemaker  Unemployed

Employer's Name and nature of business: \_\_\_\_\_

If you did not select Employed/Self-employed, please provide the following information:

Source of Funds: \_\_\_\_\_

Approximate annual income: \_\_\_\_\_

Approximate value of savings and investments (net worth): \_\_\_\_\_

## Do You &/or Have You, in the last 2 years:

Hold/held a position of elected public office? Yes  No

Hold/held a senior executive position in a Government Ministry, Department, Agency, Municipality or Authority? Yes  No

Share a household with, are directly related to, or are a close business associate of any person who would answer Yes to any of the questions above? Yes  No

If Yes to any, please provide additional information here:  
\_\_\_\_\_

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## Additional Risk Disclosure

If customer's annual income or net worth is less than \$25,000, customer acknowledges understanding of additional risk disclosure by checking below:

## Acknowledgment

The loss in investments, trading Forex and CFDs and other financial products can be substantial. You should therefore carefully consider whether such trading is suitable for you in light of your personal financial circumstances and financial resources. The high degree of leverage that is obtainable in forex and CFD trading on account of minimal margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as gains.

I have considered the financial risks involved in trading and investing with regard to my personal financial circumstances and financial resources, and I wish to proceed with opening an account.

Yes     No

Full Name (Joint Account Holder, if any): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Country of Citizenship\*: \_\_\_\_\_

Marital Status: \_\_\_\_\_

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## Account Information

**Platform:**  MetaTrader 4  SGT FIXAPI  Investment Programs

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**Currency (choose one):**

Sterling Gent Trading Ltd accounts are:  US Dollar  Euro  GBP Denominated

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**Leverage for Trading (choose one):**

1:1  1:5  1:10  1:25  1:50  1:100  1:200  1:400

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**Leverage for Investment programs (one-to-one only):**

1:1 (please tick to confirm)

Do you have experience trading currencies? No  Yes  If Yes, how many years?

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Do you have experience trading securities? No  Yes  If Yes, how many years?

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Do you have experience trading commodities? No  Yes  If Yes, how many years?

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Do you have experience in investment programs/funds? No  Yes  If Yes, how many years?

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Will any person other than the Account Holder control, manage, or direct the trading in this account? No  Yes

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If Yes, please complete a full [Power of Attorney](#) (see Documentation page on website).

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The undersigned hereby confirms that the above information is complete and accurate. The undersigned hereby authorises Sterling Gent Trading Ltd to verify any or all of the submitted information.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\* The services and products offered by Sterling Gent Trading Ltd are not being offered within the United States of America and are not being offered to U.S. citizens, as defined under U.S. law. As such, should you reside in or be a citizen of a country in which Sterling Gent Trading Ltd does not conduct business, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities. Sterling Gent Trading Ltd has not been registered or qualified under the securities laws of the United States or any other jurisdiction or with any other supervisor or regulatory authority outside of the British Virgin Islands.

Sterling Gent Trading Ltd.'s services are not intended for distribution to, or use by, any person, corporation, trust or partnership in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of the trader, client or customer to ascertain the terms of and comply with any local law or regulation to which they are subject.

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# Consent to Conduct Business Electronically

## 1. Applying Online or Manually

If you decide to apply to establish a Trading and Investment Account with Sterling Gent Trading Ltd, you agree to receive copies of the following documents electronically:

Risk Disclosure, Trader Agreement, Trader Account Letter, and Off-Exchange Transaction Disclosure.

## 2. Electronic Communications

Risk Disclosure, Trader Agreement, Trader Account Letter, and Off Exchange Transaction Disclosure, and any notices, instructions, agreements, or any other communications regarding Transactions and your Account (all of which are referred to herein as the “Communications”) may be presented, delivered, stored, retrieved, and transmitted electronically.

## 3. Executing Transactions Electronically

The Agreement and Transactions will be executed using electronic records and electronic signatures. For investments, the agreement and associated transactions may be conducted electronically or in physical documents.

## 4. Consenting to Do Business Electronically

The decision whether to do business electronically is yours, and you should consider whether you have the necessary hardware and software capabilities. Your consent to do business electronically, and our agreement to do so, only applies to the establishment and maintenance of your Account and the execution of Transactions in connection with your Account.

## 5. Withdrawal of Consent

You have the right to withdraw your consent to doing business electronically at any time. However, if you withdraw such consent, any Communications or Transactions between us during the period after your consent to doing business electronically, and

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before your withdrawal of such consent, will be valid and binding on all parties. For investments, binding periods may be specified on a program-by-program basis.

**6. Changes to Your Contact Information**

You should keep us informed of any change in your electronic or mailing address or other contact information.

**7. Printing**

You may print this document by selecting Print from the File menu.

**8. Your Ability to Access Communications**

When you select the “I Agree” button below, you acknowledge that you have the capability to access the Communications.

**9. Consent to Electronic Communications**

When you select the “I Agree” button below, you consent to having all Communications provided or made available to you in electronic form.

**10. Consent to Executing Transactions Electronically**

When you select the “I Agree” button below, you consent to executing the Agreement and Transactions by electronic record and/or electronic signature.

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## Trader/Investor Account Letter

This Agreement is a legal contract between Sterling Gent Trading Ltd, its successors and assigns, and the party executing this document.

The party, client or customer, whether an individual or joint account holder, is at all times referred to as “Trader”.

In connection with opening an account to speculate and/or purchase and/or sell Contract For Difference’s (“CFD’s”), futures, indices, foreign exchange, and/or shares through the Over The Counter (“OTC”) market with Sterling Gent Trading Ltd, the Trader acknowledges that Trader has been advised and understands the following factors concerning trading in leveraged OTC markets, in addition to those contained in the following Risk Disclosure Statement.

1. OTC is not traded on a regulated exchange. There are no guarantees as to the credit worthiness of the counter party of your trades. Every attempt will be made to deal at all times with reputable credit worthy banks and clearing houses. There may be certain cases in which trading liquidity decreases causing trading in certain Currencies or Commodities to significantly reduce or even cease, thereby preventing the liquidation of an adverse position which may result in a substantial financial loss.
2. Trading in OTC securities is suitable only for those investors financially able to withstand the full loss of margins or deposits within their account.

**Each Trader must warrant, by confirming and signing below, that they have the knowledge, expertise and experience in financial matters to evaluate the risks of opening an Account, are aware of the risks inherent in investing in the assets offered by Sterling Gent Trading Ltd, aware of the risks involving the method by which these assets will be traded and can bear the loss of the entire investment in their Account.**

3. Any market recommendations of Sterling Gent Trading Ltd are based solely on the judgment of Sterling Gent Trading Ltd.’s personnel. These market recommendations, if any, may or may not be consistent with the market position or intentions of Sterling

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Gent Trading Ltd, its affiliates and employees, or other Trader's trading on the Sterling Gent Trading Ltd platform. Any market recommendations of Sterling Gent Trading Ltd are based upon information believed to be reliable, but Sterling Gent Trading Ltd cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will eliminate the risk inherent in trading currencies, commodities, CFD's or any OTC securities. Any market recommendations of, or information provided by, Sterling Gent Trading Ltd does not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any OTC transaction.

4. Trader understands that Sterling Gent Trading Ltd does not permit its Account Executives to either exercise discretion or manage an OTC account, or hold a power of attorney over an OTC account, unless approved in writing by the Board of Directors of Sterling Gent Trading Ltd and only after proper documentation has been submitted and approved by Sterling Gent Trading Ltd. If Trader's account is not being traded with Trader's authorisation, Trader must notify Sterling Gent Trading Ltd in writing immediately.
5. Sterling Gent Trading Ltd.'s margin trading policies require that funds be provided to properly margin Trader's account. Insufficient margin cover may result in the liquidation of any open positions with a resultant loss borne by the Trader. Sterling Gent Trading Ltd reserves the right to adjust margin policies and to make and implement margin calls in Trader's account at Sterling Gent Trading Ltd.'s absolute discretion.
6. Sterling Gent Trading Ltd reserves the right to refuse to accept any order.
7. Trader understands that Trader must carefully review the reports relating to Trader's account provided to Trader by Sterling Gent Trading Ltd. Pursuant to the Trader Agreement, all reports of execution will be deemed final within twenty- four (24) hours and all statements of account will be deemed final within twenty- four (24) hours, unless the Trader makes a written objection to these reports within this twenty-four (24) hour period of time to Sterling Gent Trading Ltd, at its principal place of business.
8. The Trader has read and understands the Trader's obligations and rights under the following Trader Agreement and agrees and acknowledges that the following Trader Agreement will control the Trader's relationship with Sterling Gent Trading Ltd. The Trader agrees that Trader is fully responsible for making all final decisions as to

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transactions effected for Trader’s account. Trader has considered the foregoing factors in view of Trader’s present and anticipated financial resources, the Trader is willing and able to assume the substantial financial risks of OTC trading.

9. The Trader has read and understands the terms and conditions for participating in programs offered by third-party managers or programs available via Sterling Gent Trading. The Trader/Investor agrees that the Trader/Investor is fully responsible for making all final decisions as to transactions or investments made on the Trader/Investor’s account with SGT. The Trader/Investor has considered the foregoing factors in view of the Trader’s present and anticipated financial resource. Trader/Investor is willing and able to assume the substantial financial risks associated with investments.

**The undersigned acknowledges having received, read and understood the Trader Account Letter and agrees to be bound by all of the terms and conditions hereof.**

**Individual Account:**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Joint Account:**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Initial: \_\_\_\_\_

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## Trader/Investor Agreement

In consideration of Sterling Gent Trading Ltd agreeing to carry one or more accounts of the undersigned (“Trader”) and providing services to Trader in connection with the purchase and sale of Contracts For Difference, futures, indices, foreign exchange, and/or shares through the OTC market and/or Investment programs which may be purchased or sold by or through Sterling Gent Trading Ltd for Trader’s account(s), Trader agrees as follows:

### 1. Authorization in Trade

Sterling Gent Trading Ltd is authorised to purchase and sell OTC securities for Trader’s account(s) in accordance with Trader’s oral or written or electronic instructions.

### 2. Governmental, Counter Party Institution and Interbanking System Rules

All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the counter party institution or other interbank market (and its clearing organization, if any) where executed and to all applicable laws and regulations. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, or a contract market or clearing organization which shall be binding upon Sterling Gent Trading Ltd 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. Trader acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements and Trader shall not thereby be given any independent legal or contractual rights with respect to such requirements.

### 3. Margins and Deposit Requirements

Trader shall provide to and maintain with Sterling Gent Trading Ltd margin in such amounts and in such forms as Sterling Gent Trading Ltd, in its sole discretion, may require. Such margin requirements may be greater or less than margins required by a counter party bank. Sterling Gent Trading Ltd may change margin requirements at any time. Trader agrees to deposit by immediate wire transfer such additional margin when and as required by Sterling Gent Trading Ltd and will promptly meet all margin calls in

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such mode of transmission as Sterling Gent Trading Ltd in its sole discretion designates. Sterling Gent Trading Ltd may at any time proceed to liquidate Trader's account in accordance with paragraph 6 below and any failure by Sterling Gent Trading Ltd to enforce its rights hereunder shall not be deemed a waiver by Sterling Gent Trading Ltd to enforce its rights thereafter. Sterling Gent Trading Ltd retains the right to limit the amount and/or total number of open positions which Trader may acquire or maintain at Sterling Gent Trading Ltd. Sterling Gent Trading Ltd will attempt to execute all orders which it may, in its sole discretion, choose to accept in accordance with the oral or written or electronic instructions of Trader's. Sterling Gent Trading Ltd reserves the right to refuse to accept any order. However, Sterling Gent Trading Ltd shall not be responsible for any loss or damage caused, directly or indirectly, by any events, including, but not limited to, exercising its right to refuse to accept an order, actions or omissions beyond the control of Sterling Gent Trading 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.

#### **4. Rollovers and Financing**

Trader understands and agrees that foreign currency positions that are held past 5.00PM EST will incur either a debit or credit to the Trader's account based upon the interest rate differential between the two applicable currencies. Trader understands and agrees that Sterling Gent Trading Ltd will automatically calculate and post such interest rate differential to traders account. Trader further understands that all CFD Share positions held overnight incur a financing cost. CFD Financing is calculated on 100% of the value of the equivalent position on a daily basis at market price. Long CFD positions may have to pay interest to Sterling Gent Trading Ltd whereas short CFD positions may receive interest from Sterling Gent Trading Ltd and Trader understands and agrees that Sterling Gent Trading Ltd will automatically calculate and post such interest to traders account. Financing on Commodity and Treasury CFDs is factored into the securities futures price and therefore no overnight rates apply.

#### **5. Collateral and Lending Agreement**

All funds, securities, currencies, and other property of Trader which Sterling Gent Trading Ltd or its affiliates may at any time be carrying for Trader (either individually, jointly with others, or as a guarantor of the account of any other person,) or which may at any time be in its possession or control or carried on its books for any purpose,

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including safekeeping, are to be held by Sterling Gent Trading Ltd as security and subject to a general lien and right of set-off for any and all liabilities of Trader to Sterling Gent Trading Ltd whether or not Sterling Gent Trading Ltd has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts Trader may have with Sterling Gent Trading Ltd. Sterling Gent Trading Ltd may, in its sole discretion, at any time and from time to time, without notice to Trader, apply and/or transfer any or all funds or other property of Trader between any of Trader's accounts. Trader hereby also grants to Sterling Gent Trading Ltd the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Traders, to itself as broker or to others, any securities or other property of Trader held by Sterling Gent Trading Ltd as margin or security. Sterling Gent Trading Ltd shall at no time be required to deliver to Trader the identical property delivered to or purchased by Sterling Gent Trading Ltd for any account of Trader. This authorization shall apply to all accounts carried by Sterling Gent Trading Ltd for Trader and shall remain in full force until all accounts are fully paid for by Trader or notice of revocation is sent by Sterling Gent Trading Ltd to Trader.

## 6. Liquidation of Assets

In the event of:

- a) the death or judicial declaration of incompetence of Trader;
- 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 Trader;
- c) the filing of an attachment against any of Trader's accounts carried by Sterling Gent Trading Ltd;
- d) insufficient margin, or Sterling Gent Trading Ltd.'s determination that any collateral deposited to protect one or more accounts of Trader is inadequate, regardless of current market quotations, to secure the account;
- e) Trader's failure to provide Sterling Gent Trading Ltd any information requested pursuant to this agreement; or
- f) any other circumstances or developments that Sterling Gent Trading Ltd deems appropriate for its protection, and in Sterling Gent Trading Ltd's sole discretion, it may take one or more, or any portion of, the following actions:
  - i. Satisfy any obligation Trader may have to Sterling Gent Trading Ltd, either directly or by way of guaranty of suretyship, out of any of Trader's funds or property in its custody or control;

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- ii. Sell any or purchase any or all Currency contracts, securities held or carried for Trader; and
- iii. Cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Trader.

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 Trader, Trader's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Trader's or held jointly with others. In liquidation of Trader's long or short positions, Sterling Gent Trading 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 Sterling Gent Trading Ltd.'s sole judgment may be advisable to protect or reduce existing positions in Trader's account. Any sales or purchases hereunder may be made according to Sterling Gent Trading 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 Sterling Gent Trading Ltd may purchase the whole or any part thereof free from any right of redemption. Sterling Gent Trading Ltd may at its sole discretion sell or purchase the whole or any part of an investment in programs.

#### **7. Statement and Confirmation**

Reports of the confirmation of orders and statements of accounts for Trader shall be deemed correct and shall be conclusive and binding upon Trader if not objected to immediately upon receipt by telephone or email and confirmed in writing by email or facsimile, within twenty-four (24) hours after transmittal to Trader. Margin calls shall be conclusive and binding. Failure to object to order confirmations and statements within the twenty-four (24) hour period following receipt shall be deemed ratification of all actions taken by Sterling Gent Trading Ltd or Sterling Gent Trading Ltd.'s agents prior to Trader's receipt of said reports. Trader's failure to receive a trade confirmation shall not relieve Trader of the obligation to object as set out herein.

#### **8. Communications**

Reports, statements, notices, and any other communications may be transmitted electronically or to such address as Trader may from time to time designate in writing to Sterling Gent Trading Ltd. All communications so sent, whether by mail or

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otherwise, shall be deemed transmitted by Sterling Gent Trading Ltd when deposited in the mail, or when received by a transmitting agent, and deemed delivered to Trader personally, whether actually received by Trader or not.

**9. Sterling Gent Trading Ltd Responsibilities**

Sterling Gent Trading Ltd will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause whether beyond Sterling Gent Trading Ltd.'s control or anticipation or not. Sterling Gent Trading Ltd shall only be liable for its actions directly attributable to negligence, wilful default or fraud on the part of Sterling Gent Trading Ltd. Sterling Gent Trading Ltd shall not be liable for losses arising from the default of any agent or any other party used by Sterling Gent Trading Ltd under this agreement. As OTC is not an exchange traded market, prices at which Sterling Gent Trading Ltd deals at or quotes may or may not be similar to prices at which other OTC market makers deal at or quote.

**10. Currency Fluctuation Risk**

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

**11. Risk Acknowledgement**

- a) Trader acknowledges that investments in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume the risk of loss of their entire margin deposit. Trader understands that because of the low margin normally required in OTC trading, even small price changes in OTC securities may result in significant losses. Trader warrants that Trader is willing and able, financially and otherwise, to assume the risk of OTC trading, and in consideration of Sterling Gent Trading Ltd.'s carrying Trader's account(s), Trader agrees not to hold Sterling Gent Trading Ltd responsible for losses incurred through following its trading

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recommendations or suggestions or those of its employees, agents or representatives. Trader recognizes that guarantees of profit or freedom from loss are impossible of performance in OTC trading.

- b) Trader acknowledges that Trader has received no such guarantees from Sterling Gent Trading Ltd or from any of its representatives or any introducing agent or other entity with whom Trader is conducting the Sterling Gent Trading Ltd account(s) and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.
- c) The Trader acknowledges that any funds held on the Traders' behalf may be pooled with those funds of other traders at various licensed and regulated counterparties and Liquidity Providers. This means that the Trader's entitlement may not be individually identifiable on the relevant Counterparty or Liquidity Provider's register, and in the event that a counterparty or Liquidity Provider defaults or runs into financial difficulties for reasons unrelated to SGT, the Trader may share proportionately in that shortfall. It is further agreed and clarified that any and all monies owing to the Trader/Investor as a result of this Agreement generally will be paid after SGT's Settlement Bank Account is credited by its counterparties or Liquidity Providers.
- d) The Trader agrees that the Company may cease to treat as Trader Money any balance held by the Company on the Trader's behalf where the Company has determined that there has been no movement on the balance for a period of six years (notwithstanding any payments or receipts of charges, interest or similar items) and the Company is unable to trace the Trader after taking reasonable steps to contact it.

## 12. Trading Recommendations

- a) Trader acknowledges that any market recommendations and information communicated to Trader by Sterling Gent Trading Ltd or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any OTC contract, such recommendation and information, although based upon information obtained from sources believed by Sterling Gent Trading Ltd to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified, and Sterling Gent

Initial: \_\_\_\_\_

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**Registered Address:**

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Craigmuir Chambers  
PO Box 71  
Road Town, Tortola  
British Virgin Islands

**Website & Mail:**

[www.sgtmarkets.com](http://www.sgtmarkets.com)  
[compliance@sgtmarkets.com](mailto:compliance@sgtmarkets.com)

**Mailing Address:**

11 Bermudiana Road, Suite 334  
Hamilton HM 08  
Bermuda

Trading 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 Trader. Trader acknowledges that Sterling Gent Trading Ltd and/or its officers, directors, affiliates, associates, stockholders, representatives or other Sterling Gent Trading Ltd Traders may have a position in or may intend to buy or sell currencies, which are the subject of market recommendations furnished to Trader, and that the market position of Sterling Gent Trading Ltd or any such officer, director, affiliate, associate, stockholder, representative or other Sterling Gent Trading Ltd Traders may not be consistent with the recommendations furnished to Trader by Sterling Gent Trading Ltd. Trader acknowledges that Sterling Gent Trading Ltd makes no representations concerning the tax implications or treatment of contracts; and,

- b) Trader further acknowledges that should Trader grant trading authority or control over Trader's account to a third party ("Trading Agent"), whether on a discretionary or non- discretionary basis, Sterling Gent Trading Ltd shall in no way be responsible for reviewing Trader's choice of such Trading Agent nor making any recommendations with respect thereto. Trader understands that Sterling Gent Trading Ltd makes no warranties nor representation concerning the Trading Agent, that Sterling Gent Trading Ltd shall not be responsible for any loss to Trader occasioned by the actions of the Trading Agent and that Sterling Gent Trading Ltd does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent. If Trader gives Trading Agent authority to exercise any of its rights over Trader's account(s), Trader understands that Trader does so at Trader's own risk.

### 13. Trader Representation and Warranties

Trader represents and warrants that:

- a) Trader is of sound mind, legal age and legal competence; and,
- b) No person other than Trader has or will have an interest in Trader's account(s); and,
- c) Trader hereby warrants that regardless of any subsequent determination to the contrary, Trader is suitable to trade OTC securities and is a sophisticated investor; and,
- d) Trader is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange

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- and/or firm registered on any exchange, or any bank, trust, or insurance company, and in the event that Trader becomes so employed, Trader will promptly notify Sterling Gent Trading Ltd in writing of such employment; and,
- e) All the information provided in the Trader Account Opening Information, as well as all of the confirmations and documentation provided by Trader and attested hereto, including the Trader Account Letter, this Trader Agreement, the “Know Your Trader” documentation, the Transaction Disclosure, and the Risk Disclosure Statement and Acknowledgement is true, correct and complete as of the date hereof and Trader will notify Sterling Gent Trading Ltd promptly of any changes in such information.

#### **14. Disclosure of Financial Information**

The Trader represents and warrants that the financial information disclosed to Sterling Gent Trading Ltd in this document is an accurate representation of the Trader’s current financial condition. The Trader represents and warrants that the Trader has very carefully considered the portion of the Trader’s assets which the Trader considers to be placed at a risk of loss (“Risk Capital”). The Trader recognizes that such Risk Capital is the amount of money the Trader is willing to put at risk and if lost would not, in any way, change the Trader’s economic position. The Trader agrees to immediately inform Sterling Gent Trading Ltd if the Trader’s financial condition changes in such a way so as to reduce the Trader’s Net Worth, Liquid Assets and/or Risk Capital.

#### **15. No Guarantees**

Trader acknowledges that Trader has no separate agreement with Trader’s broker or any Sterling Gent Trading Ltd employee or agent regarding the trading in Trader’s Sterling Gent Trading Ltd account, including any agreement to guarantee profits or limit losses in Trader’s account. Trader understands that Trader must authorize every transaction prior to its execution unless Trader has delegated discretion to another party by signing a full power of attorney over Trader’s account(s), and any disputed transactions must be brought to the attention of Sterling Gent Trading Ltd pursuant to the notice requirements of this Trader Agreement. Trader agrees to indemnify and hold Sterling Gent Trading Ltd harmless from any and all damages or liability resulting from Trader’s failure to immediately notify Sterling Gent Trading Ltd of any of the occurrences referred to herein. All notices required under this section shall be sent to Sterling Gent Trading Ltd by either email or facsimile.

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#### **16. Joint Accounts**

All transactions correspond to the “Trader Account Letter” and “Trader Agreement”. Each tenant has authority: a) To trade for the account with restraint to the agreements of the account, b) To receive all correspondence and documents in respect to the account, c) To receive or withdraw money from the account, d) To execute agreements relating to the account, and e) To deal with Sterling Gent Trading Ltd fully. Sterling Gent Trading Ltd has the authority to require joint action by the parties of the account in matters of the account. Sterling Gent Trading Ltd has possession over the security of the account individually or jointly. If a death occurs to one or more of the tenants, Sterling Gent Trading Ltd shall be notified in writing and shown proof of a death certificate. All expenses due at the date of notification shall be charged to the account. Unless otherwise notified to Sterling Gent Trading Ltd, then each tenant is presumed to have an equal share in the account.

#### **17. 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 Trader and authorised by the Board of Directors of Sterling Gent Trading Ltd. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Sterling Gent Trading 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 other than those contained herein.

#### **18. Governing Law and Jurisdiction**

This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby, whether brought by Trader or Sterling Gent Trading Ltd, shall be governed by, construed and enforced in all respects by the laws of the British Virgin Islands.

Initial: \_\_\_\_\_

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### 19. Binding Effect

This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Trader at any time opened or reopened with Sterling Gent Trading Ltd irrespective of any change or changes at any time in the personnel of Sterling Gent Trading Ltd or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of Sterling Gent Trading Ltd and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Trader and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Trader. Trader hereby ratifies all transactions with Sterling Gent Trading Ltd effected prior to the date of this Agreement, and agrees that the rights and obligations of Trader in respect thereto shall be governed by the terms of this Agreement.

### 20. Termination

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

### 21. Indemnification

Trader agrees to indemnify and hold Sterling Gent Trading 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 Sterling Gent Trading Ltd arising out of Trader's failure to fully and timely perform Trader's agreements herein or should any of the representations and warranties fail to be true and correct. Trader also agrees to pay promptly to Sterling Gent Trading Ltd all damages, costs and expenses, including attorney's fees, incurred by Sterling Gent Trading Ltd in the enforcement of any of the provisions of this Agreement and any other agreements between Sterling Gent Trading Ltd and Trader.

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## 22. Terms and Headings

The term “Sterling Gent Trading Ltd” shall be deemed to include Sterling Gent Trading Ltd, its successors and assigns; the term “Trader” shall mean the party (or parties) executing the Agreement; and the term “Agreement” shall include all other agreements and authorizations executed by Trader in connection with the opening and maintenance of Trader’s account with Sterling Gent Trading Ltd 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.

## 23. Recordings

Trader agrees and acknowledges that all conversations regarding Trader’s account(s) between Trader and Sterling Gent Trading Ltd personnel may or may not be electronically recorded and if they are recorded, with or without the use of an automatic tone warning device. Trader 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 Trader or Sterling Gent Trading Ltd. Trader understands that Sterling Gent Trading Ltd may also destroy such recordings at regular intervals in accordance with Sterling Gent Trading Ltd’s established business procedures and Trader hereby consents to such destruction.

## 24. Interest/Premium

On trading accounts, interest may be charged on a daily basis on all open positions at market rates. For direct investments in external programs, no interest will be charged.

## 25. Refund policy

The refund is possible in case when the account had been deposited but no trades were done. In this case, the same method of payment used for the deposit will be used for the refund. The refund will be for the full amount unless other arrangements have been made. In exceptional cases, Sterling Gent Trading Ltd. may refund payments made by credit or debit card. In this case, the funds will be refunded to the card that was used for the deposit.

Initial: \_\_\_\_\_

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Bermuda

The undersigned acknowledges having received, read and understood the Trader Agreement and agrees to be bound by all of the terms and conditions hereof.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

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# KYC (Know Your Client) Requirements

We have the responsibility to regulators for compliance in regard to global anti-money laundering (AML) regulations. For this reason, traders are required to submit proof of identity.

The following documents must be received to open an account:

## Individual and Joint Accounts

i. **Proof of Identification:**

Sterling Gent Trading Ltd accepts valid passports, valid driver's licences or other valid government issued photographic identification (showing photograph, personal details, signature, date and place of issue and serial number), and;

ii. **Proof of Residence:**

a separate document such as a recent (within the last 3 months) utility bill (gas, water, electricity, or fixed phone bill), bank statement, or banker's or lawyer's confirmation that verifies the applicant's address.

**Note:**

- ALL documents are to be clear and IN COLOUR.
- Passports are preferred ID. For all other identification documents (e.g., Driving License, ID Card) both the front and the back side of the document should be submitted.
- All documents should be clear and made with a high resolution.
- Respective documents CANNOT be used for both proof of identity and proof of address.
- SGT does NOT accept business from USA, Afghanistan, Bosnia and Herzegovina, Cuba, Eritrea, Ethiopia, Iran, Iraq, Kyrgyzstan, Lao PDR, Libya, North Korea, South Sudan, Sudan, Syria, Vanuatu, Yemen or Uganda and any other countries that Sterling Gent Trading Ltd decides, at its discretion.

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SGT will not disclose and or share any of your information to third parties without your consent except in the event we are required to do so by a regulatory authority under the applicable jurisdiction, by court and/or to enable us to provide you with our services. The latter includes but is not limited to members of the Sterling Gent group of companies, IT service providers, payment services providers, banks, and liquidity providers. Where we disclose and/or share any of your information we will take all reasonable steps to do so in a secure manner.

Initial: \_\_\_\_\_

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## Transaction Disclosure

The signing of this Agreement gives acknowledgment that Trader/Investor has read, understands, and gives authorization to the following disclosure to trade currencies through the OTC market (“OTC”):

Sterling Gent Trading Ltd may from time to time execute transactions as the Trader/Investor’s agent on the OTC market to trade currencies, pursuant to an agreement between the interbank agent and Sterling Gent Trading Ltd, and that a trade executed between one bank executes a trade onset by another banking agent.

The Trader/Investor understands that he/she may be giving up the right to arbitration through the above paragraph on foreign exchanges.

- All Trader/Investor accounts will have their margin requirements established by the dealing desk at Sterling Gent Trading Ltd.
- Sterling Gent Trading Ltd establishes all rules and provisions for Trader/Investor accounts, including but not limited to minimum account size, investment time period, commissions and incentive fees, or any other financial arrangements.
- It is the customer’s responsibility to find out all necessary information about Sterling Gent Trading Ltd and make sure that all arrangements are discussed and clearly understood prior to any trading activity.
- This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby, whether brought by Trader /Investor or Sterling Gent Trading Ltd, shall be governed by, construed and enforced in all respects by the laws of the British Virgin Islands.
- All customers should be aware that guaranteeing any return is not possible. In addition, Sterling Gent Trading Ltd is not responsible for any claims or assurances made by Sterling Gent Trading Ltd, its directors, employees, agents and/or associates.

Initial: \_\_\_\_\_

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The undersigned acknowledges having received, read and understood the Transaction Disclosure statement and agrees to be bound by all of the terms and conditions hereof.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

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## Risk Disclosure

This brief statement is not a full and exhaustive list of all of the risks and other significant aspects of trading in leveraged investments or direct investments in investment programs. In light of the risks, you should undertake such transactions only if you understand the nature of the transactions (and contractual relationships) into which you are entering and the extent of your exposure to risk. You should carefully consider whether trading and investing is appropriate for you in light of your experience, objectives, financial resources and other circumstances.

### 1. Effect of 'Leverage' or 'Gearing'

Transactions in OTC accounts carry a high degree of risk. The amount of initial margin for contracts for differences, commodities, foreign exchange, futures or indices is small relative to the value of the OTC contract so that transactions are highly 'leveraged' or highly 'geared'. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, or to maintain sufficient usable margin in your account, your position may be liquidated at a loss without notice and at the sole discretion of Sterling Gent Trading Ltd.

### 2. Risk-reducing orders or strategies

The placing of certain orders (e.g. 'stop-loss' order, where permitted under local law, or 'stop-limit' orders) which are intended to limit losses 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.

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**3. Terms and conditions of contracts**

You should understand the terms and conditions of the specific contracts for differences, commodities, foreign exchange, futures, indices or direct program investments which you are trading or investing in, and any associated obligations.

**4. Suspension or restriction of trading and pricing relationships**

Market conditions, including, but not limited to, illiquidity, and/or the operation of the rules of certain markets (e.g., suspension of trading in any security due to price limits, government intervention or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.

**5. Deposited cash and property**

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

**6. Commission and other charges**

Before you begin to trade or invest, you should obtain a clear explanation of all commission, fees, markups, markdowns, rollovers, interest rate differential and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

**7. Transactions in other jurisdictions**

Transactions in currencies in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade or invest, you should inquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should understand about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade or invest.

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## 8. Currency risks

The profit and loss in transactions in foreign currency-denominated contracts or securities (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

## 9. Trading facilities

OTC business is not traded on a regulated market and therefore does not require open-outcry. Even though quotations or prices are afforded by many computer-based component systems, the quotations and prices may vary due to market liquidity. Many electronic trading facilities are supported by computer-based component systems for the order-routing, execution or matching of trades. As with all facilities and systems, they are vulnerable to disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the bank and/or financial institution and such limits may vary.

## 10. Electronic trading

Trading on an electronic trading system may differ not only from trading in the interbank or other regulated markets but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

## 11. Off-exchange transactions

In OTC markets, firms are not restricted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

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## Disclaimers

**a) Internet failures:**

Since Sterling Gent Trading Ltd does not control signal power, its reception or routing via Internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortions or delays when you trade on-line (via Internet).

**b) Market risks and on-line trading:**

Trading contracts for differences, currencies, commodities, futures and indices involves substantial risks that may not be suitable for everyone. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with securities trading and may increase the risks in the event of communication breakdowns.

**c) Password protection:**

The Trader is obligated to keep passwords secret and ensure that third parties do not obtain access to the trading facilities. The Trader will be liable to Sterling Gent Trading Ltd for trades executed by means of the Trader's password even if such use may be wrongful.

**d) Quoting errors:**

Should quoting errors occur due to a dealer's mistype of a quote or an erroneous price quote from a pricing source, Sterling Gent Trading Ltd will not be liable for the resulting errors in account balances. Sterling Gent Trading Ltd reserves the right to make the necessary corrections or adjustments on the account involved. Any dispute arising from such quoting errors will be resolved on the basis of a fair market value of the contract or security at the time such an error occurred.

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The undersigned acknowledges having received, read and understood the foregoing Risk Disclosure statement and confirms that they understand the risks involved in OTC trading of contracts for differences, currencies, commodities, futures and indices and have also had sufficient opportunity to investigate the risks of trading such accounts with their own independent professional financial advisors.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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