

Trader 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, 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inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified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 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, 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 Accounts

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;
 - 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.

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 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, willful 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 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.
- 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 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 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.

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.

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.

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

Interest may be charged on a daily basis on all open positions at market rates.

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.