

MAXCO CAPITAL INVESTMENT
ELECTRONIC TRADING ADDENDUM TO
BUKU PERJANJIAN (CLIENT AGREEMENT)

THIS ADDENDUM is dated _____ between MAXCO CAPITAL INVESTMENT (MCI) and the undersigned (“Customer”) and shall serve as a supplement to that the Client Account Agreement between Customer and MCI dated _____

Capitalized terms not otherwise defined in this Addendum shall have the same meanings as ascribed to them in this Agreement.

1. INTERPRETATION

Unless otherwise defined herein, terms used in this Agreement shall have the same meaning when used herein.

“Customer ID” means the Customer’s identification, used in conjunction with the Password, to gain access to the Pro iTrading System.

“Information” means any market data and other information available through the Pro iTrading System.

“Password” means the Customer’s password, used in conjunction with the Customer ID, to gain access to the Pro iTrading System.

2. AUTHORIZATION. Customer further authorizes MCI to enter into FX & INDEX FUTURES Transactions in accordance with Customer’s instructions transmitted through MCI’s Online trading system, Pro iTrading (the “System”). Customer hereby waives any defense that any duly authorized instructions were not in writing as may be required by any law, rule or regulation. The authority hereby conferred shall remain in force until written notice of its revocation duly executed by Customer is received by MCI.

3. TRANSACTION REPORTS AND SUMMARIES.

(a) Customer authorizes MCI to transmit electronically (which may include electronic mail) to Customer or posts on the System all transaction reports, logs, summaries and details of FX & INDEX FUTURES transactions and notices, and Customer hereby consents to such methods of receiving such information, there will not be any additional cost or fee for this service. This consent to receiving such information electronically shall be effective until revoked by Customer in writing and delivered to MCI. It shall be Customer responsibility to check Customer’s electronic mail and the System site on a regular basis, and no less than daily, to receive transaction reports, logs, summaries and details of FX & INDEX FUTURES transactions, and other notices if such information is available for downloading or printing. Information sent by electronic mail shall be deemed received by Customer one (1) Business Day after MCI

sends the electronic mail, unless MCI received a message from its system administrator that the message was not delivered. Information and notices posted on the System shall be deemed received by the Customer one (1) Business Day after MCI posts such information and notices. MCI shall provide reasonable notice of any material change or variation in the System's service to Customer subject to clause 3 of this Addendum.

- (b) Customer shall promptly notify MCI of any difficulty in accessing, opening or otherwise viewing an electronically transmitted document or information. Upon Customer request, TGF will use an alternative method of delivering such document or information to Customer. Such alternative means of delivery shall not affect the date of such document or information is deemed received by Customer, as set forth in sub-clause 2(a) of this Addendum.
- (c) Details of transactions and any other similar information or notices sent to customer or posted on the System shall be conclusive and binding unless Customer notifies MCI to the contrary, (i) where a report or notice is sent electronically, posted on the System or made orally, then as the case may be, at the time received by Customer, or (ii) where a report or notice is in writing within 3 business day following receipt of such report.
- (d) Customer acknowledged that pricing errors can occur in streaming rates, quote, the pricing of trade requests or orders. Whether such erroneous prices are caused by technical, manual or other means, Customer accepts that TGHF will use its access to inter-bank-market rates and Reuters rates to determine whether price is erroneous. Trades executed at erroneous market prices will be corrected to market price at the time of execution. Stop and limit orders executed at erroneous prices will be cancelled.

- 4. TECHNICAL PROBLEMS.** Customer understands that while the internet and the World Wide Web generally are dependable, technical problems or other conditions may delay or prevent Customer from entering or canceling an order on the System, or likewise may delay or prevent MCI from executing an order on the System. MCI shall not be liable for, and Customer agrees not to hold or seek to hold MCI or any its service providers liable for, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, high internet traffic demand, security breaches and unauthorized access beyond the reasonable control of MCI, and other similar computer problems and defects. MCI does not represent, warrant or guarantee that Customer will be able to access or use the System at times or location of Customer's choosing, or that the System will provide uninterrupted and error free service. MCI does not make any warranties or guarantee with respect to the System and its content, including without limitations, warranties for merchantability or fitness for a particular purpose. Neither MCI nor any of its service providers shall be liable to Customer for any loss, cost, damage or other injury, whether in contract or tort, arising out of or cause in whole or in part by MCI's or Customer's use or reliance on the System or its content or

in otherwise performing its obligations under or in connection with this Agreement. In no event will MCI or any of its service providers be liable to Customer or any third party for any punitive, consequential, special or similar damages even if advised of the possibility of such damage. If some jurisdiction do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions, the liability of MCI or any of its service providers shall be limited in accordance to this Addendum and the agreement to the extent permitted by law. MCI reserves the right to suspend service and deny access to the System without prior notice during schedule or unscheduled system maintenance or upgrading.

5. RESPONSIBILITIES AND LIMITATION OF LIABILITIES.

- (a) MCI will provide Customer with an individual password and a unique user identification (together, the "Access Codes"). The Access Codes will enable Customer to access its account and enter orders for its account through the System. Customer must maintain the confidentiality of the Access Codes at all times. Customer accepts full responsibility for the use and protection of the Access Codes, which includes, but is not limited to all orders entered into the System using the Access Codes and changes in Customer Account Information that are entered using the Access Codes.
- (b) Customer accepts full responsibility for monitoring its account(s) with MCI. Should Customer become aware of any loss, theft or unauthorized use of its Access Codes, Customer shall notify MCI immediately. Customer shall notify MCI within one (1) Business Day of discovering any failure to receive compilations and details of & INDEX FUTURES transactions or other communications from MCI. Under either situation, Customer shall provide written notice to MCI, and such notice will be deemed received only if actually, delivered sent by electronic mail to (email address) or sent by fax to (fax no)
- (c) Any and all materials that MCI provides to Customer in connection with the System are (i) provided on a non-exclusive non-transferable basis, (ii) the property of TGF or its service providers and (iii) intended for Customer use only. Customer shall not resell or permit access to the System to others and agrees not to copy any materials appearing on the System for resale to others, customer further agrees not to delete any copyright notices or other indications of property rights from materials that Customer prints or downloading from the System. Customer shall not obtain any intellectual property rights in or any right or license to use such as material on the System other than as set out herein.
- (d) Customer agrees to use the System as Customer's own risk. Customer shall be responsible for providing and maintaining the means by which to access the System, which may include without limitations a personal computer, modern and telephone or other access line. Customer shall be responsible for all access and service fees necessary to connect to the System and assumes all charges incurred in accessing

such system. Customer further assumes all risks associated with the use and storage of information on Customer's personal computer.

- (e) The System may contain links to websites controlled by third parties. The existence of such links should not be construed as an endorsement, approval or verification by MCI of any content available on third party sides. MCI has not reviewed any websites to which the System links and is not responsible for the content of any other websites or pages so linked. Such links are provided solely for Customer's convenience and information and following links to any other websites or pages shall be at Customer's own risk.

6. ADDITIONAL REPRESENTATIONS AND WARRANTIES. As of the date hereof, and the date of each FX & INDEX FUTURES transaction, Customer represents and warrants to MCI and agrees for the benefit of MCI that:

- (a) Customer has agreed to trade on Demo trading System available to him/ her and acknowledged that MCI may, in its sole discretion, decline to permit any real trades to be effected in Customer's Account until Customer has, in MCI's sole judgment, satisfactorily traded on the Demo Trading System.
- (b) Customer acknowledges that trading in foreign exchange futures is speculative involves a high degree of risk and is suitable only for persons who can assume risk of loss in excess of their margin deposits. Customer represents that Customer is willing and able financially and otherwise, to assume the risks of trading, and in consideration of MCI carrying Customer's Account(s), Customer agrees not to hold MCI responsible for losses incurred through following its trading recommendation or suggestions or those of its employees, agents or representative. Customer (i) recognizes that guarantees of profit or freedom from loss cannot be made in respect of foreign exchange futures trading, (ii) acknowledges that Customer has received no such guarantees from MCI or from any of its representatives, and (iii) has not entered into this Agreement in consideration of or in reliance upon guarantees or similar representations.
- (c) Customer has implemented and Customer operates and maintains appropriate protection in relation to the security and control of computer viruses or other similar harmful or inappropriate materials, devices, information or data. Customer also represents and warrants that it will not transmit to or in any way whether directly or indirectly expose MCI or any of MCI's service providers to any computer virus or other similar harmful or inappropriate material or device.

7. TRADING RECOMMENDATIONS. Any trading or market recommendation communicated to Customer by MCI does not constitute an offer to sell or the solicitation of an offer to buy any foreign currency & index future. Any such recommendation and information, although based upon information obtained from sources believed by MCI to be reliable, may be

based solely on opinion and such information may be incomplete and unverified. MCI makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any trading recommendation or other information furnished to Customer.

8. **CONFLICT.** In the event of a conflict between the Agreement and this Addendum, this Addendum shall prevail. In the event of a conflict between this Addendum and any provision of the Customer's account application with MCI, this Addendum shall prevail. Customer acknowledges, in particular that clause 2 of this Addendum established electronically delivered statements and information as the official records of Customer transactions with MCI, which may contradict provisions in the Agreement and Customer Account application with MCI.
9. **INDEMNITY.** Customer will indemnify MCI against all actions, claims, demands, proceedings, damages, costs, charges and expenses incurred by MCI (including, but not limited to, reasonable attorney fee(s) arising out of or relating to (i) any infringement or alleged infringement of the intellectual property rights of any third party resulting from the possession or use by Customer of any information, works or materials supplied by MCI hereunder or any misuse of the System by Customer and (ii) any misinterpretation made by Customer of any breach of the Customer's representation or warranties.
10. **AGREEMENT.** The Agreement remains in full force and effect and is hereby ratified and confirmed.

CUSTOMER SIGNATURE(S)

DATE

CLIENT NAME(S)



Ave. Doutor Mario Soares Edif Banco Da, China 26 Andar, Macau
Telp: + 853-785931 | Fax: + 853-781024 | Email: info@mcifx.com

ACCOUNT NUMBER (IF APPLICABLE)

EMAIL ADDRESS

Limited Power if Attorney, Trading Authorization and Risk Disclosure

The undersigned hereby authorizes _____ to be the undersigned's agent and attorney in fact to place orders for the purchase and sale of Forex and Index Futures contracts for the undersigned's exclusive account and risk. The undersigned acknowledges and authorize that the dealing facility (online trading access & Telephone trading access) will be provided to the agent for the purpose of monitoring and trading of the undersigned's account. The undersigned hereby agrees to indemnify and hold MCI, as parents, subsidiaries, affiliates and the agents of each, harmless from and against all losses, indebtedness and liabilities arising in any way from the foregoing authorization and appointment.

MCI is hereby expressly authorized to follow the instructions of the aforesaid agent in every respect concerning the undersigned's account with MCI, as if the undersigned had given such instructions to MCI directly, except that said agent is not authorized to withdraw there from any money, Forex and Index Futures contracts. Open Forex and Index positions or any other property or assets, whether held in the name of the undersigned or otherwise.

The undersigned hereby ratifies and confirms any and all transactions with MCI heretofore and hereafter entered into by the aforesaid agent on behalf or for the account.

The undersigned acknowledges that the undersigned is aware that the agent for his or her services to take Forex and Index Future positions for the account that are other more numerous, riskier or both.

Because of the substantial risk attendant to the trading in Forex and Index Futures contracts, only genuine "risk" capital funds should be used in such trading,. If the undersigned does not have sufficient risk capital that he undersigned can afford to lose entirely, the undersigned should not trade in such contracts. No "safe" Forex and Index Futures trading system has ever been devised, and neither the above name agent or any other person can guarantee profits or freedom from loss, or even limit losses with respect to Forex and Index Futures transactions.

Even though the undersigned has granted trading authority to another pursuant to this instrument, the undersigned should diligently scrutinize the Forex and Index Futures transactions conducted in the account. MCI will send to the undersigned a profit and loss statement showing the financial results of each transaction closed out in the account. The undersigned should carefully review these statements. If the undersigned has any questions after reviewing these statements, the undersigned should contact MCI immediately.

The reading authorization over the account hereby conferred terminates only upon written revocation by the undersigned or the agent holding the authorization. Therefore for any reason, the undersigned wishes to revoke the trading authorization that the undersigned has granted



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the pursuant hereto. Please bear in mind that the undersigned can really do so effectively only through written revocation. This authorization is continuing and will all remain in full force and effect until revoked by the undersigned by a written notice addressed to MCI and delivered to MCI at its home office, but such revocation shall not affect any liability in anyway resulting from the transactions initiated prior to such revocation. This authorization and the associated indemnity shall inure to the benefit of MCI, its affiliates, their respective agents and the successors and assigns of each.

I therefore understand and certify that I have financial resources to enter into the customer agreement with MCI and to bear financial risks associated with engaging in Forex and Index Futures transactions, as well as the special risk attendant or conferring on another person full authority to engage in such transactions for my account and a t my own risk. The undersigned acknowledges having to read carefully and understood fully the foregoing limited Power of Attorney, Trading authorization and risk disclosure.

Customer Signature _____

Date _____

Print Name _____

Account Number _____