#### **Corporate Customer Agreement**

#### TRADING ACCOUNT INFORMATION

- To commence Live Trading you will need to:-
  - 1. Open a trading account
  - 2. Meet our compliance requirements, and
  - 3. Deposit funds in your trading account
- A significant amount of information is required in order to meet with Star America Holding's compliance requirements.
- It is important that you understand that all information disclosed to us is STRICTLY CONFIDENTIAL.
- To establish your trading account, please fully complete, sign and return to us by fax or mail, the following sections ONLY:

| Page 4 & 5 | Trader's Information           |
|------------|--------------------------------|
| Page 16    | Forex Trading Agreement        |
| Page 18    | Risk Disclosure Acknowledgment |
| Page 25    | Account Application Form       |

Page 19 to 21 Corporate Resolution. Please ensure that this is undertaken in accordance with the Constitution of the Company, and be sure to execute the Personal Guarantee

- Corporate applications require further documentation to confirm the Company's Incorporation and the Office Holders
  - 1) Copy of the Certificate of Incorporation
  - 2) A copy of latest Company Annual Return or Register of Office Holders to confirm Office Holders of the Company
  - 3) Latest Financial Statements
- Account Manager Option. If you wish to appoint a third party to have authority to operate your account on your behalf you must also complete:

Page 23 & 24 Limited Power of Attorney, naming the Trading Agent

The Trading Agent must also complete and sign all necessary pages of the "Forex Trading Agreement", "Risk Disclosure Acknowledgment" and "Trader Information" forms

Page 22 Personal Guarantee

#### **DOCUMENT CHECKLIST**

- 1) Trader Information
- 2) Forex Trading Agreement
- 3) Risk Disclosure Acknowledgment
- 4) Account Application Form
- 5) Limited Power of Attorney (if applicable)
- 6) Photo Identification (see below)
- 7) Certificate of Incorporation
- 8) Annual Return (Register of Office Holders)
- 9) Latest Financial Statement.

#### TRADING FUNDS AND BANKING INFORMATION

#### Opening

To **activate** your trading account, you must open your account by depositing funds into the Escrow account of our New York Dealing Desk.

#### **Depositing**

In order to assist you in the process of establishing your account, Star America Holdings, LLC have opened a multi-currency account with the HSBC Bank that will enable you to deposit funds in most currencies. These funds will be converted to US Dollars at the bank's prevailing daily rate

Your funds may be deposited into this clearing account via:

- "Over the counter" cash, cheque (Bank cheque/personal cheque) at any HSBC BANK branch
- Telegraphic transfer
- Internet Banking
- Cash at our accounts departments.

To the account of: Star America Holdings, LLC

HSBC HongKong , HSBC Main Building No.1, Queen's Road Central Central HongKong, SAR

Account 500 67 85 45

Please be sure to reference your deposit with the following "New account" (your name or demo account number)"

#### Withdrawing

Withdrawals of funds can be instructed at any time. Complete and fax to our office, the "Withdrawal Form" which details the dollar amount and your preferred mode of payment. Cheques will be posted to the nominated mailing address or telegraphic transfers will be deposited directly into the account nominated on the form. (Please note that telegraphic transfers takes 7 days clearance and will incur related bank charges)

#### Regulated

As your funds are being deposited in a regulated account, you must meet the normal provisions applicable to open an account. We therefore require a photo identification (eg Drivers Licence, Passport) of all authorised persons to your account. *Please arrange to also have this forwarded along with your Account Application forms.* 

#### **GENERAL INFORMATION**

- Traders will note that the Trading Agreement is executed with our New York dealing desk.
- Star America Holdings, LLC is committed to providing trading clients with the world's most EFFICIENT, COMPETITIVE, SECURE and PROFITABLE access to international currency markets.

#### **DISCLOSURE**

Star America Holdings, LLC is not a financial adviser and as such does not give investment advice. Star America Holdings, LLC suggests that all traders seek professional advice, and if appropriate, seek advice from their licensed financial planner before committing to any financial decisions.

PLEASE BE SURE TO CLEARLY PRINT YOUR E-MAIL ADDRESS ON THE ACCOUNT APPLICATION FORM AS THIS WILL BE THE MEDIUM USED TO CONTACT YOU FOLLOWING THE RECEIPT OF THE APPLICATION

#### **Trader's Information**

Trader Information (To be completed for each participant in the account, individually, jointly, by all general partners and by the corporate officers authorized to make trading decisions for the account). For the purpose of this document the term "Trader" always refers to the entity for whom this application has been made, regardless of legal description.

| Full Na            |   |  |        |  |  |
|--------------------|---|--|--------|--|--|
| Date of            | birth:  |  |        |  |  |
| Street Address:    |   |  |        |  |  |
| Apartm             | ent/Suite:  |  |        |  |  |
| City:              | M :: 10: 1  | State:   |        |  |  |
|                    | Marital Status:   |  |        |  |  |
|                    | one (Home):<br>one (Business):  |  |        |  |  |
| Where              | did you hear about BizFOREX?  |  |        |  |  |
|                    | er of Dependents:   | Citizenship: U.S. Citizen: Yes,No. I           | lf No, |  |  |
|                    | Security # or Tax ID #:<br>ort / Identification Numbers   |  |        |  |  |
| Employ             | ver's Name:   | Len  | ngth   |  |  |
| of Emp             | loyment:  |  | igui   |  |  |
| Nature<br>Positior | of Business: Telephone:   |  |        |  |  |
| Employ             | ver's Address:  |  |        |  |  |
|                    |   |  |        |  |  |
| The inf            | formation below must be filled out in full  |  |        |  |  |
| 1.                 | Yes,No.   | manage, or direct the trading in this account? |        |  |  |
|                    | If Yes, please fill out Power of Attorney Ris   | sk Disclosure (Supplemental Form).             |        |  |  |
| 2.                 | Do you have or have you ever had any of LLC? Yes, No. If Yes, please provide Account Number(s): | ther account(s) with STAR AMERICA HOLDING      | GS,    |  |  |

The undersigned hereby attest(s) and certifies to be a sophisticated financial institution and/or sophisticated participant and attest(s) the above information is complete and accurate. The undersigned hereby authorize(s) STAR AMERICA HOLDINGS, LLC to verify any or all of the foregoing information.

| Trader Signature           |       |  |  |
|----------------------------|-------|--|--|
| x                          |       |  |  |
| Print Name in CAPITAL LETT | TERS. |  |  |
| Date                       |       |  |  |

(Attach a copy of this page if there are more than one signatory to this agreement)

### TRADER ACCOUNT LETTER This Agreement Is a Legal Contract, Please Read It Carefully.

This is a legal contract between Star America Holdings, LLC, its wholly owned website, STAR AMERICA HOLDINGS, LLC, its successors and assigns, and the party (or parties) executing this document.

In connection with opening an account to speculate and/or purchase and/or sell cash or spot foreign currency (hereinafter referred to as "Currency") through the OTC foreign exchange markets (hereinafter referred to as "OTCFX") with STAR AMERICA HOLDINGS, LLC, Trader (hereinafter referred to as Trader) acknowledges that Trader has been advised and understands the following factors concerning trading in leveraged OTCFX.

- 1. OTCFX is not traded on a regulated exchange. There are no guarantees to the credit worthiness of the counter party of your Currency position. Every attempt has been made to deal with reputable credit worthy banks/clearing houses. Also, there may be certain cases in which trading liquidity decreases causing trading in a certain Currency to cease, thereby preventing the liquidation of an adverse position which may result in a substantial financial loss.
- 2. Trading in OTCFX is suitable only for those sophisticated institutions or sophisticated participants financially able to withstand losses that may substantially exceed the value of margins or deposits. OTCFX accounts are not available through STAR AMERICA HOLDINGS, LLC to non-sophisticated participants.
- 3. Trader acknowledges that the purchase or sale of a Currency always anticipates the accepting or making of delivery.
- 4. The market recommendations of STAR AMERICA HOLDINGS, LLC are based solely on the judgment of STAR AMERICA HOLDINGS, LLC's personnel. These market recommendations may or may not be consistent with the market position or intentions of STAR AMERICA HOLDINGS, LLC, its affiliates, and employees. The market recommendations of STAR AMERICA HOLDINGS, LLC are based upon information believed to be reliable, but STAR AMERICA HOLDINGS, LLC cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will eliminate the risk inherent in trading currency. Any market recommendations of, or information provided by, STAR AMERICA HOLDINGS, LLC do not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any OTCFX transaction.
- 5. Trader understands that STAR AMERICA HOLDINGS, LLC does not permit its Account Executives to either exercise discretion or manage an OTCFX account, or hold a power of attorney over an OTCFX account, unless approved by an executive officer of STAR AMERICA HOLDINGS, LLC and only after proper documentation has been submitted and approved by STAR AMERICA HOLDINGS, LLC. If Trader's account is not being traded with Trader's authorization, Trader must notify STAR AMERICA HOLDINGS, LLC Compliance Officer immediately.
- 6. STAR AMERICA HOLDINGS, LLC's margin policies and/or the policies of those banks/clearing houses through which trades are executed may require that additional funds be provided to properly margin Trader's account and that Trader is obligated to immediately meet such margin requirements. Failure to meet margin calls may result in the liquidation of any open positions with a resultant loss. STAR AMERICA HOLDINGS, LLC also reserves the right to refuse to accept any order.
- 7. Trader understands that Trader must carefully review the reports relating to Trader's trading provided to Trader by STAR AMERICA HOLDINGS, LLC. 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 one (1) day, unless the Trader makes a written objection to these reports within this 24 hour period of time to an executive officer of STAR AMERICA HOLDINGS, LLC, 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 STAR AMERICA HOLDINGS, LLC. The Trader agrees that Trader is fully responsible for making all final decisions as to transactions effected for Trader's account. Trader has considered the foregoing factors and in view of Trader's present and anticipated financial resources, Trader is willing and able to assume the substantial financial risks of OTCFX trading.

#### TRADER AGREEMENT

In consideration of STAR AMERICA HOLDINGS, LLC agreeing to carry one or more accounts of the undersigned ("Trader") and providing services to Trader in connection with the purchase and sale of cash currencies (including financial instruments) and any similar instruments (collectively referred to as "OTCFX"), which may be purchased or sold by or through STAR AMERICA HOLDINGS, LLC for Trader's accounts(s), Trader agrees as follows:

- 1. AUTHORIZATION TO TRADE. STAR AMERICA HOLDINGS, LLC is authorized to purchase and sell OTCFX for Trader's account(s) with a counter party bank or sophisticated institutions or participants in accordance with Trader's oral or written or computer instructions. Unless instructed by Trader to the contrary in writing, STAR AMERICA HOLDINGS, LLC is authorized to execute all orders with such banking institutions, counter party, bank, or sophisticated institutional participants as STAR AMERICA HOLDINGS, LLC deems appropriate.
- 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 Federal and State laws and regulations. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, the United States Federal Reserve, Commodity Futures Trading Commission ("CFTC"), the National Futures Association ("NFA"), a contract market or clearing organization which shall be binding upon STAR AMERICA HOLDINGS, LLC 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 STAR AMERICA HOLDINGS, LLC margin in such amounts and in such forms as STAR AMERICA HOLDINGS, LLC, in its sole discretion, may require. Such margin requirements may be greater or less than margins required by a counter party bank. STAR AMERICA HOLDINGS, LLC may change margin requirements at any time. Trader agrees to deposit by immediate wire transfer such additional margin when and as required by STAR AMERICA HOLDINGS, LLC and will promptly meet all margin calls in such mode of transmission as STAR AMERICA HOLDINGS, LLC in its sole discretion designates. STAR AMERICA HOLDINGS, LLC may at any time proceed to liquidate Trader's account in accordance with paragraph 7 below and any failure by STAR AMERICA HOLDINGS, LLC to enforce its rights hereunder shall not be deemed a waiver by STAR AMERICA HOLDINGS, LLC to enforce its rights thereafter. No previous margin requirement by STAR AMERICA HOLDINGS, LLC shall preclude STAR AMERICA HOLDINGS, LLC from increasing that requirement without prior notice. STAR AMERICA HOLDINGS, LLC retains the right to limit the amount and/or total number of open positions which Trader may acquire or maintain at STAR AMERICA HOLDINGS, LLC.
- 4). STAR AMERICA HOLDINGS, LLC will attempt to execute all orders which it may, in its sole discretion, choose to accept in accordance with the oral or written or computer instructions of Trader's. STAR AMERICA HOLDINGS, LLC reserves the right to refuse to accept any order.

However, STAR AMERICA HOLDINGS, LLC shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of STAR AMERICA HOLDINGS, LLC 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.

- 5. SETTLEMENT DATE AND ROLLOVERS. With respect to purchases or sales of Currencies through an OTCFX account, Trader agrees to instruct STAR AMERICA HOLDINGS, LLC as to the offset or rollover of a Currency position. Except as provided herein, during the term of the Currency position, Trader shall give STAR AMERICA HOLDINGS, LLC instructions for rolling the Currency position no later than two hours prior to the settlement of trading in the Currency contract on the day Trader intends to rollover a Currency position. In addition, Trader, by noon of the business day before the settlement date of the contract of the Currency contract, shall instruct STAR AMERICA HOLDINGS, LLC whether to deliver, offset or rollover the Currency position. In the absence of timely instructions from Trader, STAR AMERICA HOLDINGS, LLC is authorized, at STAR AMERICA HOLDINGS, LLC's absolute discretion, to deliver, rollover or offset all or any portion of the Currency positions in the OTCFX account(s) for Trader's Account(s) and at Trader's risk. Trader's account(s) shall be charged commissions, at broker's rates, upon the rollover or offset of a Currency position.
- COLLATERAL AND LENDING AGREEMENT. All funds, securities, currencies, and other property of Trader which STAR AMERICA HOLDINGS, LLC or its affiliates may at any time be carrying for Trader (either individually, jointly with other, 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 STAR AMERICA HOLDINGS, LLC as security and subject to a general lien and right of set-off for liabilities of Trader to STAR AMERICA HOLDINGS, LLC whether or not STAR AMERICA HOLDINGS. LLC has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts Trader may have with STAR AMERICA HOLDINGS, LLC. STAR AMERICA HOLDINGS, LLC may in its 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 STAR AMERICA HOLDINGS, LLC 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 STAR AMERICA HOLDINGS, LLC as margin or security. AMERICA HOLDINGS, LLC shall at no time be required to deliver to Trader the identical property delivered to or purchased by STAR AMERICA HOLDINGS, LLC for any account of Trader. The rights of STAR AMERICA HOLDINGS, LLC are subject to the applicable requirements for the segregation of Trader funds and property under the Commodity Exchange Act, as amended (the "Act"). The purpose of the Lending Agreement is to allow STAR AMERICA HOLDINGS, LLC to use depository receipts (representing delivery) as collateral. Should Trader take delivery of Currencies through settlement of trades, STAR AMERICA HOLDINGS, LLC is obliged to make full payment for the delivery on 24 hours notice. If the balance in the Trader's account is not adequate to pay for the delivery, the depository receipts become property carried on margin in the Trader's account, since they are not fully paid for by Trader. The Lending Agreement allows STAR AMERICA HOLDINGS, LLC to use the depository receipt as collateral for a bank loan, the proceeds of which are used to pay for the depository receipts until rollover of the Currency and/or payment in full by Trader. Should Trader intend to take delivery of the Currency covered by any other obligation, STAR AMERICA HOLDINGS, LLC requires the Trader to sign the Lending Agreement so it may use the Currencies, property, depository receipts or evidence of ownership thereof, as collateral for a bank loan, the proceeds of which may be used to pay for the Currencies or evidence of ownership thereof, until payment in full, including interest, by the Trader. This authorization shall apply to all accounts carried by STAR AMERICA HOLDINGS, LLC for Trader and shall remain in full force until all accounts are fully paid for by Trader or notice of revocation is sent by STAR AMERICA HOLDINGS, LLC from its home office.
- 7. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES. 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 STAR

## **BIZFOREX** Star America Holdings, LLC

AMERICA HOLDINGS, LLC, (d) insufficient margin, or STAR AMERICA HOLDINGS, LLC'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 STAR AMERICA HOLDINGS, LLC any information requested pursuant to this agreement; or (f) any other circumstances or developments that STAR AMERICA HOLDINGS, LLC deems appropriate for its protection, and in STAR AMERICA HOLDINGS, LLC's sole discretion, it may take one or more, or any portion of, the following actions: (1) satisfy any obligation Trader may have to STAR AMERICA HOLDINGS, LLC, either directly or by way of guaranty of suretyship, out of any of Trader's funds or property in its custody or control; (2) sell any or purchase any or all Currency contracts, securities held or carried for Trader; and (3) 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, STAR AMERICA HOLDINGS, LLC 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 STAR AMERICA HOLDINGS, LLC'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 STAR AMERICA HOLDINGS. LLC'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 STAR AMERICA HOLDINGS, LLC may purchase the whole or any part thereof free from any right of redemption. Trader shall at all times be liable for the payment of any deficit balance of Trader upon demand by STAR AMERICA HOLDINGS, LLC and in all cases, Trader shall be liable for any deficiency remaining in Trader's account(s) in the event of the liquidation thereof in whole or in part by STAR AMERICA HOLDINGS, LLC or by Trader. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of Trader due to STAR AMERICA HOLDINGS, LLC, trader shall promptly pay upon demand, the deficit and all unpaid liabilities, together with interest thereon equal to three (3) percentage points above the then prevailing prime rate at STAR AMERICA HOLDINGS, LLC's principal bank or the maximum interest rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, witness fees, travel expenses and the like. In the event STAR AMERICA HOLDINGS, LLC incurs expenses other than for the collection of deficits, with respect to any of the account(s) of Trader, Trader agrees to pay such expenses.

- 8. SETTLEMENT DATE OFFSET INSTRUCTIONS. Offset instructions on Currency positions open prior to settlement arriving at settlement date must be given to STAR AMERICA HOLDINGS, LLC at least one (1) business day prior to the settlement or value day. Alternatively, sufficient funds to take delivery or the necessary delivery documents must be in the possession of STAR AMERICA HOLDINGS, LLC within the same period described above. If neither instructions, funds nor documents are received, STAR AMERICA HOLDINGS, LLC may without notice, either offset Trader's position or roll Trader's positions into the next settlement time period or make or receive delivery on behalf of Trader upon such terms and by such methods deemed reasonable by STAR AMERICA HOLDINGS, LLC in its sole discretion.
- 9. CHARGES. Trader shall pay such brokerage, commission and special service and all other charges (including, without limitation, markups and markdowns, statement charges, idle account charges, order cancellation charges, account transfer charges or other charges), fees (including, without limitation, fees imposed by any interbank agency, bank, contract markets or other regulatory or self-regulatory organizations) arising out of STAR AMERICA HOLDINGS, LLC providing services hereunder. STAR AMERICA HOLDINGS, LLC may change its commission, charges, and/or fees without notice. Trader agrees to be liable to STAR AMERICA HOLDINGS, LLC for interest on amounts due from Trader to STAR AMERICA HOLDINGS, LLC at an interest rate equal to three (3) percentage points above the then prevailing prime rate at STAR AMERICA HOLDINGS, LLC principal bank or the maximum interest rate allowed by law, whichever is lower. All such charges shall be paid by Trader as they are incurred, or as STAR AMERICA HOLDINGS, LLC in its sole and absolute discretion, may determine, and Trader hereby authorizes STAR AMERICA HOLDINGS, LLC to withdraw the amount of any such charges from Trader's accounts(s). Trader agrees to pay a transfer fee, to be designated by STAR AMERICA HOLDINGS, LLC in the event Trader instructs STAR AMERICA HOLDINGS, LLC to transfer open positions, moneys, and/or property of Trader's

account to another institution. STAR AMERICA HOLDINGS, LLC confirms all prices quoted to Trader are not inclusive of markups and markdowns.

- 10. 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 and confirmed in writing within (1) day after transmittal to Trader by mail or otherwise. Margin calls shall be conclusive and binding unless objected to immediately in writing. Written objections on Trader's part shall be directed to Star America Holdings, LLC. at its home office located at: 3422, Old Capital Trail, Suite 700, Wilmington, DE 19808-6192 (USA) and shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested. Failure to object shall be deemed ratification of all actions taken by STAR AMERICA HOLDINGS, LLC or STAR AMERICA HOLDINGS, LLC'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.
- 11. COMMUNICATIONS. Reports, statements, notices and any other communications may be transmitted to Trader at 3422, Old Capital Trail, Suite 700, Wilmington, DE 19808-6192 (USA) or to such other address as Trader may from time to time designate in writing to STAR AMERICA HOLDINGS, LLC. All communications so sent, whether by mail, telegraph messenger or otherwise, shall be deemed transmitted by STAR AMERICA HOLDINGS, LLC when deposited in the United States mail, or when received by a transmitting agent, and deemed delivered to Trader personally, whether actually received by Trader or not.
- 12. STAR AMERICA HOLDINGS, LLC RESPONSIBILITIES. STAR AMERICA HOLDINGS, LLC 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 beyond STAR AMERICA HOLDINGS, LLC's control or anticipation. STAR AMERICA HOLDINGS, LLC shall only be liable for its actions directly attributable to negligence, willful default or fraud on the part of STAR AMERICA HOLDINGS, LLC. STAR AMERICA HOLDINGS, LLC shall not be liable for losses arising from the default of any agent or any other party used by STAR AMERICA HOLDINGS, LLC under this agreement.
- 13. CURRENCY FLUCTUATION RISK. If Trader directs STAR AMERICA HOLDINGS, LLC to enter into any currency forex 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 STAR AMERICA HOLDINGS, LLC may in its sole discretion require; and (c) STAR AMERICA HOLDINGS, LLC is authorized to convert funds in Trader's account for margin into and from such foreign currency at a rate of exchange determined by STAR AMERICA HOLDINGS, LLC in its sole discretion on the basis of the then prevailing money market rates.
- 14.RISK ACKNOWLEDGMENT. Trader acknowledges that investment in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss in excess of their margin deposit. Trader understands that because of the low margin normally required in OTCFX trading, price changes in OTCFX may result in significant losses that may substantially exceed Trader's investment and margin deposit. Trader warrants that Trader is willing and able, financially and otherwise, to assume the risk of OTCFX trading, and in consideration of STAR AMERICA HOLDINGS, LLC's carrying his/her account(s), Trader agrees not to hold STAR AMERICA HOLDINGS, LLC 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 OTCFX trading. Trader acknowledges that Trader has received no such guarantees from STAR AMERICA HOLDINGS, LLC or from any of its representatives or any introducing agent or other entity with whom Trader is conducting his/her STAR AMERICA HOLDINGS, LLC account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

## **BIZFOREX** Star America Holdings, LLC

- TRADING RECOMMENDATIONS. (a) Trader acknowledges that (i) any market recommendations and information communicated to Trader by STAR AMERICA HOLDINGS, LLC or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any OTCFX contract, (ii) such recommendation and information, although based upon information obtained form sources believed by STAR AMERICA HOLDINGS, LLC to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified, and (iii) STAR AMERICA HOLDINGS, LLC makes no representation, warranty or quarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Trader. Trader acknowledges that STAR AMERICA HOLDINGS, LLC and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell currencies, which are the subject of market recommendations furnished to Trader, and that the market position of STAR AMERICA HOLDINGS. LLC or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Trader by STAR AMERICA HOLDINGS, LLC. Trader acknowledges that STAR AMERICA HOLDINGS, LLC 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, STAR AMERICA HOLDINGS, LLC 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 STAR AMERICA HOLDINGS, LLC makes no warranties nor representations concerning the Trading Agent, that STAR AMERICA HOLDINGS, LLC shall not be responsible for any loss to Trader occasioned by the actions of the Trading Agent and that STAR AMERICA HOLDINGS, LLC 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.
- 16. TRADER REPRESENTATIONS 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 OTCFX and is a sophisticated institution and/or institutional participant; 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 STAR AMERICA HOLDINGS, LLC at its home office in writing of such employment; and, (e) All the information provided in the information portion of this booklet is true, correct and complete as of the date hereof and Trader will notify STAR AMERICA HOLDINGS, LLC promptly of any changes in such information.
- 17. DISCLOSURE OF FINANCIAL INFORMATION. The Trader represents and warrants that the financial information disclosed to STAR AMERICA HOLDINGS, LLC in this document is an accurate representation of the Trader's current financial condition. The Trader represents and warrants that in determining the Trader's Net Worth, Assets and Liabilities were carefully calculated then Liabilities were subtracted from Assets to determine the value that the Trader has included in the financial information as Net Worth. The Trader represents and warrants that in determining the value of Assets, the Trader included cash and/or cash equivalents, U.S. Government and Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets. The Trader represents and warrants that in determining the value of Liabilities, the Trader included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. The Trader represents and warrants that in determining the Trader's Liquid Assets the Trader included only those Assets that can be quickly (within one day's time) converted to Cash. 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 Risk Capital. The Trader recognizes that 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 lifestyle. The Trader agrees to immediately inform STAR AMERICA HOLDINGS, LLC if the Trader's financial condition changes in such a way to reduce the Trader's Net Worth, Liquid Assets and/or Risk Capital.

- 18. NO GUARANTEES. Trader acknowledges that Trader has no separate agreement with Trader's broker or any STAR AMERICA HOLDINGS, LLC employee or agent regarding the trading in Trader's STAR AMERICA HOLDINGS, LLC account, including any agreement to guarantee profits or limit losses in Trader's account. Trader understands that Trader is under an obligation to notify STAR AMERICA HOLDINGS, LLC's Compliance Officer immediately in writing as to any agreement of this type. Further, Trader understands that any representations made by anyone concerning Trader's account which differ from any statements Trader receives from STAR AMERICA HOLDINGS, LLC must be brought to the attention of STAR AMERICA HOLDINGS, LLC's Compliance Officer immediately in writing. Trader understands that Trader must authorize every transaction prior to its execution unless Trader has delegated discretion to another party by signing STAR AMERICA HOLDINGS, LLC's limited trading authorization, and any disputed transactions must be brought to the attention of STAR AMERICA HOLDINGS, LLC's Compliance Officer pursuant to the notice requirements of this Trader Agreement. Trader agrees to indemnify and hold STAR AMERICA HOLDINGS, LLC harmless form all damages or liability resulting form Trader's failure to immediately notify STAR AMERICA HOLDINGS, LLC's Compliance Officer of any of the occurrences referred to herein. All notices required under this section shall be sent to STAR AMERICA HOLDINGS, LLC at its home office.
- 19. CREDIT. Trader authorizes STAR AMERICA HOLDINGS, LLC or agents acting on behalf of STAR AMERICA HOLDINGS, LLC to investigate Trader's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as STAR AMERICA HOLDINGS, LLC shall deem appropriate to verify information regarding Trader. Trader further authorizes STAR AMERICA HOLDINGS, LLC to investigate Trader's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, banks, and compliance data centers as STAR AMERICA HOLDINGS, LLC shall deem appropriate. Upon reasonable request made in writing by Trader to STAR AMERICA HOLDINGS, LLC, Trader shall be allowed to review any records maintained by STAR AMERICA HOLDINGS, LLC relating to Trader's credit standing. Trader shall also be allowed, at Trader's sole cost and expense, to copy such records.
- 20. 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 STAR AMERICA HOLDINGS, LLC fully. STAR AMERICA HOLDINGS, LLC has the authority to require joint action by the parties of the account in matters of the account. STAR AMERICA HOLDINGS, LLC has possession over the security of the account individually or jointly. If a death occurs to one or more of the tenants, STAR AMERICA HOLDINGS, LLC 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 Joint Account Allocation Addendum is completed, then each tenant is presumed to have equal share.
- 21. 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 an authorized officer of STAR AMERICA HOLDINGS, LLC. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by STAR AMERICA HOLDINGS, LLC 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.
- 22. GOVERNING LAW AND JURISDICTION. This Agreement, and the rights and obligations of the parties hereto, shall be governed by, construed and enforced in all respects by the laws of the State of New York, where STAR AMERICA HOLDINGS, LLC's principal order execution facilities are located.

## **BizFOREX** Star America Holdings, LLC

- 23. BINDING EFFECT. This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Trader at any time opened or reopened with STAR AMERICA HOLDINGS, LLC irrespective of any change or changes at any time in the personnel of STAR AMERICA HOLDINGS, LLC or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of STAR AMERICA HOLDINGS, LLC 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 STAR AMERICA HOLDINGS, LLC 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.
- 24.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 STAR AMERICA HOLDINGS, LLC upon the actual receipt by STAR AMERICA HOLDINGS, LLC at its home office of written notice of termination, or at any time whatsoever by STAR AMERICA HOLDINGS, LLC 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.
- 25. INDEMNIFICATION. Trader agrees to indemnify and hold STAR AMERICA HOLDINGS, LLC, 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 STAR AMERICA HOLDINGS, LLC 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 STAR AMERICA HOLDINGS, LLC all damages, costs and expenses, including attorney's fees, incurred by STAR AMERICA HOLDINGS, LLC in the enforcement of any of the provisions of this Agreement and any other agreements between STAR AMERICA HOLDINGS, LLC and Trader.
- 26. CROSS TRADE CONSENT. The undersigned hereby acknowledges and agrees that a situation may arise whereby an officer, director, affiliate, associate, employee, bank, bank employee or dealer associated with STAR AMERICA HOLDINGS, LLC may be the opposing broker for a trade entered for the undersigned's account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable Regulations of the Commodity Futures Trading Commission, National Futures Association, United States Federal Reserve or other regulatory agency.
- 27. TERMS AND HEADINGS. The term "STAR AMERICA HOLDINGS, LLC" shall be deemed to include STAR AMERICA HOLDINGS, LLC, its divisions, its successors and assigns; the term "home office" is Star America Holdings, LLC. 3422, Old Capital Trail, Suite 700, Wilmington, DE 19808-6192 (USA); 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 maintenance of Trader's account with STAR AMERICA HOLDINGS, LLC 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.
- 28. ACCEPTANCE. This Agreement shall not be deemed to be accepted by STAR AMERICA HOLDINGS, LLC nor become a binding contract between Trader and STAR AMERICA HOLDINGS, LLC until approved at STAR AMERICA HOLDINGS, LLC home office and signed by its authorized representative(s).
- 29. CONSENT TO JURISDICTION AND VENUE. Except as provided in the Arbitration Agreement, if applicable, Trader, in order to induce STAR AMERICA HOLDINGS, LLC to accept this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, hereby agrees to the following: (a) 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 STAR AMERICA HOLDINGS, LLC, shall be held, at the sole discretion of STAR AMERICA HOLDINGS, LLC within New York County, State of New York. Trader consents and submits to, and waives any and all objections Trader may have to such venue, and further agrees to waive and forego any right Trader may have to transfer or change the venue of any action or proceeding encompassed hereby; and, (b) Trader consents and submits to the jurisdiction of any local, state or federal court located within New York County, State of New York in any action or proceeding arising directly or indirectly hereunder or in connection with the transaction hereby, whether brought by Trader or STAR AMERICA HOLDINGS, LLC.

30. RECORDINGS. Trader agrees and acknowledges that all conversations regarding Trader's account(s) between Trader and STAR AMERICA HOLDINGS, LLC personnel may be electronically 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 STAR AMERICA HOLDINGS, LLC. Trader understands that STAR AMERICA HOLDINGS, LLC destroys such recordings at regular intervals in accordance with STAR AMERICA HOLDINGS, LLC's established business procedures and Trader hereby consents to such destruction.

### **Lending Agreement**

By signing this agreement Trader authorizes STAR AMERICA HOLDINGS, LLC and its associates to use the currencies, or the ownership thereof, as collateral for a loan, the proceeds of which are used to pay for the currencies until rollover of the currency to a new settlement date and/or payment in full is made by Trader. This authorization shall apply to all accounts carried by STAR AMERICA HOLDINGS, LLC and associates for Trader. This shall remain in effect until the account is closed and all financial responsibilities are completed. See Paragraph 6 of Trader Agreement for additional information about this Lending Agreement.

#### **Disclosure Statement for Non-Cash Margin**

This statement is furnished to you because regulatory agencies of leverage transactions such as the Commodity Futures Trading Commission require such statements. Rule 190.10(c) of the Commodity Futures Trading Commission requires it for reasons of fair notice unrelated to STAR AMERICA HOLDINGS, LLC's current financial condition. Even though, STAR AMERICA HOLDINGS, LLC is not a regulated entity, STAR AMERICA HOLDINGS, LLC states the following:

- 1. In the unlikely event of STAR AMERICA HOLDINGS, LLC's bankruptcy, all property, including property specifically traceable to you, will be returned, transferred or distributed to you, or in your behalf, only to the extent of your pro rata share of all property available for distribution to Traders.
- 2. Notice concerning the terms for the returning of specifically identifiable property will be by publication in a newspaper of general circulation.
- 3. The Commission's regulations concerning bankruptcies of commodity brokers can be found at 17 Code of Federal Regulations Part 190.

#### Social Security or Tax ID Certification & Backup Withholding Statement

Under penalties of perjury, I certify (1) the number shown on this agreement is the correct Social Security or Taxpayer Identification number and (2) the ownership, or beneficiary, of this account is not subject to backup withholding under Section #3406 (a)(1)(C) of the Internal Revenue Code.

#### **Authorization to Transfer Funds**

Trader agrees hereby that STAR AMERICA HOLDINGS, LLC may at any time, in the judgment of STAR AMERICA HOLDINGS, LLC and its associates, apply and transfer from Trader's Security or Commodity escrow account to any of Trader's other accounts held with STAR AMERICA HOLDINGS, LLC or other approved financial institution or its associates any of the moneys, currencies, commodities, securities, or other property of Trader held either individually or jointly with others to another regulated account of the same said Trader.

#### **Risk Disclosure Statement**

This brief statement (even though not required for OTCFX trading but applicable to currency Forex Trading) does not disclose all of the risks and other significant aspects of trading in leveraged investments. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. TRADING IN LEVERAGED CONTRACTS SUCH AS FOREX CURRENCY CONTRACTS IS NOT SUITABLE FOR MEMBERS OF THE PUBLIC, ONLY SOPHISTICATED FINANCIAL INSTITUTIONS AND/OR INSTITUTIONAL PARTICIPANTS MAY TRADE CURRENCY FOREX CONTRACTS OFF EXCHANGE according to the "Treasury Amendment" as set forth in section 2(a)(1)(A) of the Commodity Exchange Act ("Act"), 7 U.S.C.2 (1982). You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other circumstances.

#### **FOREX TRADING AGREEMENT**

Trader has received, read and understood the foregoing Trader Account Letter and Trader Agreement, and all of its components.

- All Trader accounts are a sub-account of one major STAR AMERICA HOLDINGS, LLC account.
- All Trader accounts will have trades executed via the STAR AMERICA HOLDINGS, LLC account and STAR AMERICA HOLDINGS, LLC trading lines.
- All Trader accounts will have its margin requirements established by the dealing desk at STAR AMERICA HOLDINGS, LLC.
- The automated STAR AMERICA HOLDINGS, LLC trading system will distribute profits and losses accordingly to all Trader accounts.
- STAR AMERICA HOLDINGS, LLC establishes all rules and provisions for Trader accounts, including but not limited to minimum account size, investment time period, commissions and incentive fees, or any other financial arrangements.
- It is the Trader's responsibility to find out all necessary information about STAR AMERICA HOLDINGS, LLC and make sure that all arrangements are discussed and clearly understood prior to any trading activity.
- All Trader accounts which maintain a minimum balance requirement may be set up as a security deposit account which will be maintained as a segregated sub-account of STAR AMERICA HOLDINGS, LLC at a reputable and insured bank.
- All Traders should be aware that guaranteeing any return is illegal. In addition, STAR AMERICA HOLDINGS, LLC is not responsible for any claims or assurances made by STAR AMERICA HOLDINGS, LLC, its employees and/or associates.
- Certified or Cashier's Checks made payable to Star America Holdings, LLC, and mail to the address above.
- Wire Transfers to: Beneficiary: Star America Holdings, LLC

HSBC, HongKong, HSBC Main Building

No.1, Queen's Road Central Central HongKong, SAR Account 500 67 85 45

The undersigned acknowledges having received, read and understood the foregoing Trader Account Letter and Trader Agreement, and all of its components, including but not limited to the Lending Agreement, Disclosure Statement for Non-Cash Margin, Social Security or Tax ID Certification & Backup Withholding Statement, Authorization to Transfer Funds, Off Exchange Transaction Disclosure, and Risk Disclosure Statement.

The undersigned agrees to be bound by all of the terms and conditions hereof.

| Trader Signature | X |
|------------------|---|
|                  |   |
| Print Name       |   |
|                  |   |
| Date             |   |

(Attach a copy of this page if additional signatures are required.)

#### **Risk Disclosure Statement**

This brief statement (even though not required for OTCFX trading but applicable to currency Forex Trading) does not disclose all of the risks and other significant aspects of trading in leveraged investments. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. TRADING IN LEVERAGED CONTRACTS SUCH AS FOREX CURRENCY CONTRACTS IS NOT SUITABLE FOR MEMBERS OF THE PUBLIC, ONLY SOPHISTICATED FINANCIAL INSTITUTIONS AND/OR INSTITUTIONAL PARTICIPANTS MAY TRADE CURRENCY FOREX CONTRACTS OFF EXCHANGE according to the "Treasury Amendment" as set forth in section 2(a)(1)(A) of the Commodity Exchange Act ("Act"), 7 U.S.C.2 (1982). You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other circumstances.

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

Transactions in OTCFX accounts carry a high degree of risk. The amount of initial margin is small relative to the value of the OTCFX contract so that transactions are 'leveraged' or '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 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, your position may be liquidated at a loss and you will be liable for any resulting deficit.

#### 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.

#### 3. Terms and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific currencies which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the full currency value).

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

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. suspension of trading in any currency because of 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. Specific legislation or local rules may govern the extent to which you may recover your money or property. In some jurisdictions, property that 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, 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 on currencies of other countries 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 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 ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

#### 8. Currency risks

The profit and loss in transactions in foreign currency-denominated contracts (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

OTCFX 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 temporary 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. Such limits may vary; you should ask the firm with which you deal for details in this respect.

### 10. Electronic trading

Trading on an electronic trading system may differ not only from trading in the interbank market 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.

#### Disclaimers:

- a) Internet failures:
  - Since STAR AMERICA HOLDINGS, LLC 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 currencies involves substantial risk that is not suitable for everyone. See Trader Agreement for more detailed description of risks. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.

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 STAR AMERICA HOLDINGS, LLC 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 Trader, such as but not limited to a wrong big figure quote, STAR AMERICA HOLDINGS, LLC will not be liable for the resulting errors in account balances. STAR AMERICA HOLDINGS, LLC 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 a basis of a fair market value of a currency at the time such an error occurred.

#### 11. Off-exchange transactions

In OTCFX, 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.

#### **Risk Disclosure Acknowledgment**

The undersigned acknowledges having received, read and understood the foregoing Risk Disclosure Statement.

| Trader Signature | X   |
|------------------|---|
| Print Name       |   |
| Date             |   |
|                  | (Attach a copy of this page for additional signatures.) |

#### **Corporate Resolution**

| l,   |   | Secretary of                                  |
|--|---|---|
|  | , a corporation o   | rganized under the laws                       |
| of the State of  |   | (the "Corporation"), do                       |
| with its charter and by-laws on attached resolutions were duly | of the Board of Directors of the said Corpora<br>the date at which a quorum was at all times<br>adopted, that said resolutions have not been<br>conflict with any of the provisions of the ch | present and acting, the amended, rescinded or |
| (1) Resolved that  | Name  | -   |
|  | Title   |   |
|  | Name  | -   |
|  | Title   |   |

Each of them or such other person as this corporation may designate from time to time either in writing or by their apparent authority be and hereby are authorized to trade in OTCFX account for risk of this Corporation through and with Star America Holdings, LLC, as said firm is now constituted or may be hereafter constituted, the authority hereby granted including the power to do any of the following:

- a. To open an account with Star America Holdings, LLC for the purpose of Star America Holdings, LLC's carrying, clearing, and settling all securities transactions undertaken by the Corporation;
- b. To buy and sell foreign currency positions for present delivery, on margin or otherwise, the power to sell including the power to sell "short";
- c. To deposit with and withdraw from said firm money, currencies, contracts, for the purchase or sale of Currencies, securities and other property;
- d. To receive requests and demands for additional margin, notices of intention to sell or purchase and other notices and demands of whatever character;
- e. To receive and confirm the correctness of notices, confirmations, requests, demands and confirmations of every kind;
- f. To place oral orders with any authorized representative of Star America Holdings, LLC for the execution of securities transactions on behalf of the Corporation on any marketplace Star America Holdings, LLC is permitted to effect transaction on;
- g. To pay Star America Holdings, LLC all fees, commissions and mark ups or downs incurred in connection with any such transactions and all amounts as may be requested by Star America Holdings, LLC formative to time as margin or equity for the Corporation's account;
- h. To settle, compromise, adjust and give releases on behalf of this Corporation with respect to any and all claims, disputes and controversies;
- i. To otherwise perform all terms and provisions of the above mentioned Agreements, and to take any other action relating to any of the foregoing matter;
- (2) Let it be further resolved that it is in the best interest of the corporation to have its account(s) for the purchase and/or sale of foreign currencies cleared and carried by Star America Holdings, LLC

and for Star America Holdings, LLC to arrange for the execution of foreign currencies transactions which are not executed by the Corporation directly;

- (3) Resolve that Star America Holdings, LLC may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Corporation directly, and that in the event of any change in the office or powers or persons hereby empowered, the Secretary shall certify such change to Star America Holdings, LLC. in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons substituted;
- (4) Further Resolved, that in order to induce Star America Holdings, LLC to act as Agent on behalf of the Corporation, the execution and delivery of an Account Application, Trader Account Letter, Trader Agreement, Risk Disclosure Statement, and other documents appropriate to induce Star America Holdings, LLC to act as Agent, (copies of which have been presented to this meeting and will be filed with the records of the Corporation) by any officer of the Corporation are hereby authorized; and the officers of the Corporation are hereby directed to execute such Agreements by and on behalf of the corporation and to deliver the same to Star America Holdings, LLC;
- (5) Further Resolved, that the foregoing resolutions and the certificate actually furnished to Star America Holdings, LLC by the Secretary/Assistant Secretary of the corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by Star America Holdings, LLC.
- (6) Further Resolved, that the Corporation agrees to indemnify and hold harmless Star America Holdings, LLC and its associates from any and all loss, damage or liability incurred because of any of the representations or warranties made above shall not be true and correct or any of the agreements entered into between the corporation and Star America Holdings, LLC shall not have been fully performed by the Corporation;
- (7) Further Resolved, that the Secretary of the Corporation be and hereby is authorized and directed to present a certified copy of these resolutions, together with a certification as to the incumbency of certain officers to Star America Holdings, LLC and that the authority hereby given to the Agents (including the persons named as officers in such certification until such time as Star America Holdings, LLC receives written notification that such persons are no longer such officers) shall continue in full force and effect (irrespective of whether any of them ceases to be officers or employees of the Corporation) until notice of revocation or modification is given in writing to Star America Holdings, LLC or its successors or assigns.

I further certify that the foregoing resolutions have not been modified or rescinded and are now in full force and effect and that the Corporation has the power under its Charter and bylaws and applicable laws to take the action set forth in and contemplated by the foregoing resolutions.

I do further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her signature.

| Signature of President      |  |
|-----------------------------|--|
| -                           |  |
|                             |  |
|                             |  |
| <br>                        |  |
| Signature of Vice-President |  |

|               | Signature of Secretary         |        |      |      |
|---------------|--------------------------------|--------|------|------|
|               |                                |        |      |      |
|               |                                |        |      |      |
|               | Signature of Treasurer         |        |      |      |
| In witness wh | nereof, this document executed | day of |      | , 20 |
|               | Circulations of Consistent     |        |      |      |
|               | Signature of Secretary         |        |      |      |
|               |                                |        |      |      |
|               | Print Name                     |        | Date |      |

**Corporate Seal** 

#### **Personal Guarantee**

| In    | consideration                             |             |                 |                   |                            |             |                  |        |
|-------|---|-------------|-----------------|-------------------|----------------------------|-------------|------------------|--------|
|       |   | . Star      | America Holdin  | a co<br>as. LLC m | rporation<br>rust have a p | ersonal qu  | State arantee in | orde   |
| to e  | nter into Trader Ag                       |             |                 |                   |                            |             |                  |        |
|       | erally guarantee pe                       |             |                 |                   |                            |             |                  |        |
|       | obligations of this<br>enses which may be |             |                 |                   |                            |             |                  | s and  |
| expe  | enses willen may be                       | econie reco | verable by Star | Amencan           | oluliys, LLO               | nom made    | 71.              |        |
|       | guarantee shall i                         |             |                 |                   |                            |             |                  |        |
|       | ided that the under                       |             |                 |                   |                            | so long as  | the accour       | nt and |
| any   | obligations the acc                       | ount has wi | in Star America | Holdings,         | LLC lasts.                 |             |                  |        |
|       |   |             |                 |                   |                            |             |                  |        |
|       |   | Pers        | sonal Guarante  | e Acknow          | ledgment                   |             |                  |        |
|       |   |             |                 |                   |                            |             |                  |        |
|       | guarantee shall igns, and shall be        |             |                 |                   |                            | GS, LLC, it | s success        | ors &  |
| This  | assigns:                                  |             |                 |                   |                            |             |                  |        |
|       | 3   |             |                 |                   |                            |             |                  |        |
| as G  | luarantor,                                |             |                 |                   |                            |             |                  |        |
|       | ridually                                  |             |                 |                   | Date                       |             |                  |        |
|       |   |             |                 |                   |                            |             |                  |        |
| as G  | auarantor,                                |             |                 |                   |                            |             |                  |        |
|       | ridually                                  |             |                 |                   | Date                       |             |                  |        |
|       |   |             |                 |                   |                            |             |                  |        |
| as G  | Guarantor,                                |             |                 |                   |                            |             |                  |        |
| Indiv | idually                                   |             |                 |                   | Date                       |             |                  |        |

# Limited Power-of-Attorney Managed Account Authorization and Risk Disclosure (If Applicable)

The Undersigned authorizes:

| Trading Agent |        |         |      |      |      |
|---------------|--------|---------|------|------|------|
|               |        | Trading |      |      |      |
| Agent         | A I    |         |      |      |      |
|               | Agent_ |         | <br> | <br> | <br> |

as agent and attorney-in-fact to purchase and sell currencies on the interbank foreign exchange market and/or options on interbank foreign exchange market contracts on margin or otherwise for the undersigned's account and risk. The undersigned hereby agrees to indemnify and hold STAR AMERICA HOLDINGS, LLC, harmless for all losses, indebtedness and liabilities arising therefrom.

STAR AMERICA HOLDINGS, LLC is authorized to follow the instructions of the aforesaid agent in every respect concerning the undersigned's account with STAR AMERICA HOLDINGS, LLC, except that said agent is not authorized to withdraw any money, securities, or other property either in the name of the undersigned or otherwise. Trading agent is obligated to provide statements on account status per the undersigned's request.

The aforesaid agent represents that he has all of the required government approvals, licenses, and permits, including but not limited to, if applicable, registration with the NFA as a commodity trader advisor (CTA).

The undersigned hereby ratifies and confirms any and all transactions with STAR AMERICA HOLDINGS, LLC heretofore and hereafter made by the aforesaid agent on behalf of or for the account of the undersigned.

Because the risk factor is high in interbank foreign exchange market trading, only genuine "risk" funds should be used in such trading. If Trader does not have the extra capital the Trader can afford to lose, Trader should not trade in the interbank foreign exchange market. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss. In fact no one can even guarantee to limit the extent of losses.

Even though the Trader granted trading authority to another, Trader should be diligent to closely scrutinize what is going on in the account. STAR AMERICA HOLDINGS, LLC shall send Trader a confirmation of every trade made for the account, and a profit and loss statement showing the financial results of each transaction closed out for the account. In addition, STAR AMERICA HOLDINGS, LLC shall make statements available showing the ledger balance, the exact positions in the account, the net profit or loss in all contracts closed since the date of the last statement, and the net unrealized profit and loss in all open contracts figured to the market. Trader should carefully review these statements. If Trader has any questions, contact STAR AMERICA HOLDINGS, LLC immediately.

The trading authorization over Trader's account terminates only upon written revocation by Trader or the trading agent holding the authorization. Therefore, if for any reason, Trader wishes to revoke the trading authorization which Trader has given, please bear in mind that the Trader can only do so through written revocation.

This authorization and indemnity is a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to STAR AMERICA HOLDINGS, LLC and delivered to STAR AMERICA HOLDINGS, LLC at the office where the undersigned's account is carried, but such revocation shall not effect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall insure the benefit of STAR AMERICA HOLDINGS, LLC and that of STAR AMERICA HOLDINGS, LLC's successors and agents.

I understand and certify that I have the financial resources to enter this Agreement and that all trading objectives have been explained to me. The undersigned acknowledges having received, read and understood the foregoing Limited Power-of-Attorney, Managed Account Authorization and Risk Disclosure.

| Trader Signature | x   |
|------------------|---|
| Print Name       |   |
| Date             |   |
|                  | (Attach a copy of this page for additional signatures.) |

| ACCOUNT APPLICATION FORM  |
|---|
| Password Information  |
| Please select an online password (4-8 symbols) :                                    |
| Tiedse select all offilite password (4-0 symbols):                                  |
| Personal Information :  |
| Last Name :   |
| First Name :  |
| Social Security Number (for US residents only) :                                    |
| Passport / Identification numbers :   |
| Date of Birth :   |
| Gender Male/Female :  |
|   |
| Contact Information   |
| Home Address :  |
| Mailing Address :   |
| City:   |
| State:  |
| Zip:  |
| Country:  |
| Telephone 1:  |
| Telephone 2:  |
| Fax:  |
| E-mail:   |
|   |
| Bank Information  |
| Bank Name :   |
| Bank Address :  |
| ABA or SWIFT:   |
| Account Number :  |
| Beneficiary :   |
|   |
| Business Information  |
| Business Name :   |
| Business Address :  |
| City:   |
| State:  |
| Zip:  |
| Country:  |
| Telephone:  |
| Fax:  |
| E-mail:   |
| We would appreciate if you could indicate whom referred you to us :                 |
| We would appreciate if you could indicate whom referred you to us : Which Website : |
| Or, by Whom:  |
|   |