



Accounts are held at Institutional Liquidity LLC (ILQ). ILQ is a Forex Dealer Member (FDM) of the NFA and is registered with the CFTC as a Futures Commissions Merchant (FCM) and Retail Foreign Exchange Dealer (RFED).

## Institutional Liquidity, LLC ("ILQ") - Individual / Joint Application

### Account Owner Information

#### Account Information

Is this a joint account?\*: ☐ Yes ☒ No

Trading Objective\*: ☒ Speculation  
☐ Hedging

Sole Proprietorship Name  
(if applicable):

#### Name

Title: Mr.

First Name\*: Guangxu

Middle Name:

Last Name\*: Zhou

Suffix:

Have you ever been known  
by another name?\*: ☐ Yes ☒ No

If yes, provide detail:

Date of Birth\*: August 12 1974

Marital Status\*: ☒ Married  
☐ Single

Number of Dependents\*: 1

#### Address

Street Address 1 (No P.O. Boxes)\*: 102 Kanis Creek

Street Address 2:

Country\*: United States of America

City\*: Little rock

State\*: Arkansas

Postal Code\*: 72223

☐ Check here if your mailing address is different than your home address.

#### Contact Information

Home Phone\*: 501-246-0475

Cell Phone: --

Fax Phone: --

Email Address\*: xyymns@hotmail.com

(Electronic statements will be  
delivered to this email address)

Re-Enter Email Address\*: xyymns@hotmail.com

#### Citizenship & Identification

Citizenship\*: ☐ US Citizen  
☒ Not a US Citizen

Country of Citizenship\*: China

Identification Document Type: Driver's License

Driver's License Issued By: United States of America  
Country:

Driver's License Number: DLN: 927763146

(Not required now but providing an ID number may help us open your  
account without delay)

#### Employment Information

Employment Status\*: ☒ Employed  
☐ Self-Employed  
☐ Retired  
☐ Unemployed

If Retired or Unemployed,  
please indicate source of  
trading funds:

Employer\*: NCTR/FDA

Nature of Business\*: Government

Title\*: Staff Fellow

Street Address: 3900 NCTR Rd

Country: United States of America

City: Jefferson

State: Arkansas

Postal Code: 72079

Business Phone: 870-543-7000

## Financial Data

**Annual Income\*:** ☐ Under \$25,000  
☐ \$25,000 - \$50,000  
☒ \$50,000 - \$100,000  
☐ \$100,000 - \$300,000  
☐ \$300,000 - \$500,000  
☐ Over \$500,000

**Net Worth\*:** ☐ \$5,000 - \$25,000  
☐ \$25,000 - \$50,000  
☒ \$50,000 - \$100,000  
☐ \$100,000 - \$500,000  
☐ \$500,000 - \$1,000,000  
☐ Over \$1,000,000

**Estimated Liquid Net Worth (excluding residence and other illiquid assets)\*:** ☐ \$5,000 - \$25,000  
☐ \$25,000 - \$50,000  
☒ \$50,000 - \$100,000  
☐ \$100,000 - \$500,000  
☐ \$500,000 - \$1,000,000  
☐ Over \$1,000,000

## Investment Experience

**Futures and Options\*:** ☒ Yes ☐ No

**Number of Years:** 6

**Firm name(s):**

OptionsXpress, TradeStation, VISION,

**Foreign Exchange or OTC Products\*:** ☒ Yes ☐ No

**Number of Years:** 3

**Firm name(s):**

Tradestation, FXCM

**Securities, Stock Options or Fixed Income Securities\*:** ☒ Yes ☐ No

**Number of Years:** 8

**Firm name(s):**

OptionsXpress, Sogo

## Questionnaire

**Other than a joint account holder listed on this application, are there other individuals or entities that have a financial interest in this account?\*** ☐ Yes ☒ No

**Detail:**

**Do you operate a commodity pool, a pooled investment vehicle, or act as an intermediary accepting funds from others?\*** ☐ Yes ☒ No

**Detail:**

**Do you have or have you ever had any unsatisfied debit balances with a forex, futures, or securities clearing firm, or been involved in a legal dispute or arbitration proceeding with a Retail Foreign Exchange Dealer, FCM, Broker-Dealer, Commodity Trading Advisor, or Introducing Broker?\*** ☐ Yes ☒ No

**Detail:**

**Have you ever been subject to bankruptcy proceedings, receivership or similar actions?\*** ☐ Yes ☒ No

**Reason and Date Cleared:**

**Does the account owner control or have a financial interest in another account at Institutional Liquidity, LLC ("ILQ")?\*** ☐ Yes ☒ No

**Account Number:**

**Does the account owner control or have a financial interest in an account with another Retail Foreign Exchange Dealer or FCM?\*** ☐ Yes ☒ No

**Other firm(s):**

**Are you registered with the CFTC or SEC?\*** ☐ Yes ☒ No

**Detail:**

**Are you an employee of any futures or securities exchange, the NFA, or FINRA?\*** ☐ Yes ☒ No

**Registration Status and Sponsor:**

**Are you, any of your relatives, or anyone you share a home with a general partner, officer, director, beneficial owner, registered associated person, or employee of Institutional Liquidity, LLC ("ILQ")?\*** ☐ Yes ☒ No

**Name, Firm and Position:**

Are you, any of your relatives, or anyone you share a home with a general partner, officer, director, beneficial owner, registered associated person, or employee of a Retail Foreign Exchange Dealer (RFED), FCM, or Broker-Dealer that is a member of the NFA, FINRA, or any futures or securities exchange?\*

☐ Yes ☒ No

Name, Firm and Position:

## Disclosures & Electronic Signature

☒ I have read and agree to [Disclosure #1 - Consent and Notice Regarding Electronic Signatures and Records](#)

### Consent and Notice Regarding Electronic Signatures and Records

1. Consent to Provide Electronic Signature. By checking the applicable box and printing your name at the bottom of this page, you agree to sign your ILQ account application, forex client agreement, disclosures and related documents electronically. You acknowledge that your electronic signature is the legal equivalent of your manual signature.
2. Declaration. Being hereby warned that false statements and the like so made are punishable by fine or imprisonment, or both, under applicable law, and that such false statements may jeopardize the validity of the application, you declare that all information provided in the application will be true and accurate. You acknowledge that the forex customer agreement is a legally binding contractual agreement, may not be modified by the signatory unless accepted by ILQ in writing, and shall govern your trading account relationship with ILQ. You declare that you are properly authorized to execute this application, the forex client agreement, disclosure and related documents, and that you are properly authorized to be bound by the terms and conditions set forth in said documents.
3. Consent to Electronic Delivery. By checking the applicable box and printing your name at the bottom of this page, you are specifically consenting to our maintenance and your receipt of electronic records and statements of your trading activity through your Onlinefxsecurity.com Dashboard. Therefore, by printing your name at the bottom of this page, you are providing signed acknowledgement that you consent to receiving your account records electronically by logging into your Onlinefxsecurity.com Dashboard with your secure username and password. This consent will be in effect for the duration of your trading at ILQ unless you provide written revocation of your electronic delivery consent. There are no special hardware or software requirements for access to or retention of your electronic records, other than having access to the Internet and logging into your Onlinefxsecurity.com Dashboard with your unique username and password. A current and valid e-mail address is required in order for you to maintain contact with ILQ and ensure that all communications reach you.
4. Access to Electronic Records. Computer, Browser and Software. You are responsible for the installation, maintenance, and operation of your computer, browser and software. ILQ is not responsible for errors or failures from any malfunction of your computer, browser or software. ILQ is also not responsible for computer viruses or related problems associated with use of an online system.
5. Revocation of Electronic Delivery. At any time, you may withdraw your consent to the maintenance and receipt of electronic records by notifying us in writing or by e-mail, after which you only will receive paper records. When we receive your withdrawal request, we will notify you of any applicable fee we will charge for the production and mailing of paper records to you. You also acknowledge that it is your obligation to notify us of the address or other location to which paper records should be provided.

I have read and fully understand and agree to the foregoing.

☒ I have read and agree to [Disclosure #2 - BASIC Notice](#)

## BASIC NOTICE

The Commodity Futures Trading Commission (CFTC) regulates and oversees ILQ. The firm is a National Futures Association (NFA) Member, NFAID #0367140. For more information please review the NFA Background Affiliation Status Information Center (BASIC).

BASIC contains CFTC registration and NFA membership information and futures-related regulatory and non-regulatory actions contributed by NFA, the CFTC and the U.S. futures exchanges. The following link provides further information about ILQ as well as other NFA Members, [www.nfa.futures.org/basicnet](http://www.nfa.futures.org/basicnet)

☒ I have read and agree to [Disclosure #3 - Client Agreement](#)

### Client Agreement

This Client Agreement and all documents and authorizations executed by Client in connection with the Client's Account (collectively, the "**Agreement**") sets forth the terms and conditions under which Institutional Liquidity, LLC, a limited liability company organized under the laws of Michigan, and its affiliates (collectively, "**we**," "**us**" "**our**" or "**ILQ**"), will open and maintain one or more accounts (collectively, the "**Account**") in your name and on your behalf ("**you**" or "**Client**") and transact business with you in any contract for the purchase or sale of any currency or foreign currency (including options thereon), whether in the spot, over-the-counter ("**OTC**") or forward markets (collectively, "**Contracts**").

1. **GOVERNING REGULATIONS.** Each Account and all Contracts, transactions and agreements in respect of each Account shall be subject, as applicable, to: (i) the Commodity Exchange Act of 1936, as amended ("**CEA**") and all rules, regulations, orders and interpretations of the Commodity Futures Trading Commission ("**CFTC**"); (ii) the constitution, by-laws, rules, regulations, policies, procedures, interpretations and customs of the National Futures Association ("**NFA**") or any other relevant self-regulatory agency or organization; and (iii) any other laws, rules, interpretations, customs, or usage of the trade applicable to your trading of Contracts. All such laws, rules, regulations, orders, policies, procedures, interpretations, customs and usage, as in force from time to time, (collectively, "**Governing Regulations**"). ILQ's failure to comply with any such Governing Regulations shall not be a breach of this Agreement or otherwise impose liability upon ILQ nor relieve you of any obligations hereunder. ILQ shall have no duty to determine whether you are in compliance with any Governing Regulations.
2. **AUTHORIZATION TO TRADE.** Client authorizes ILQ to purchase and sell physically-settled and cash-settled Contracts on a spot or forward basis for Client's Account in accordance with Client's instructions, subject to the terms of this Agreement. Absent prior, actual notice to ILQ of unauthorized activity on the Client's Account, Client agrees to be conclusively responsible for any instruction received electronically that is identified with Client's Account number and for any electronic, oral and written instruction regarding Client's Account (including any order) that is transmitted to ILQ. If Client's Account is titled as a joint account, ILQ is authorized to act on the instructions of any one owner, without further inquiry and regardless of the form in which joint ownership of the account is established or maintained, with regard to trading in the Account and the disposition of any and all assets in the Account. ILQ shall have no responsibility for further inquiry into such authority and no liability for the consequences of any actions taken or failed to be taken by ILQ in reliance on any

such instructions or on the authority of any such persons.

3. **USE OF INDEPENDENT THIRD-PARTY SYSTEMS.** Client consents to ILQ's use of automated systems or service bureaus in conjunction with Client's Account, including, but not limited to, automated order entry, order routing and/or order execution systems (including but not limited to MetaTrader4); record keeping, reporting and Account reconciliation systems; and risk management systems (collectively "**Automated Systems**"). Client understands that the use of Automated Systems entails risks, including, but not limited to, interruption of service, system or communications failures, delays in service, and errors in the design or functioning of Automated Systems (individually or collectively, a "**System Failure**") that could cause substantial damage, expense or liability to the Client. ILQ MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTION, DESIGN, FUNCTIONALITY, OPERATION, TITLE OR NON-INFRINGEMENT OF ANY AUTOMATED SYSTEM, AND MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, ILQ EXPRESSLY DISCLAIMS ANY REPRESENTATION THAT ANY AUTOMATED SYSTEM WILL OPERATE UNINTERRUPTED OR BE ERROR-FREE. In addition to the limitation of liability set forth above, ILQ will have no liability whatsoever for any claim of loss, cost, expense, damage or liability of Client or any third person arising out of or relating to any System Failure, regardless of whether such claim is based on contract, tort, strict liability or any other theory. ILQ has no liability for the actual or alleged insufficient exercise of care in selecting any sub-agents or in selecting, monitoring or operating any Automated System, for any failure or delay in informing Client of any System Failure or in taking action to prevent or correct any such System Failure. In no event will ILQ be liable for any incidental, special or consequential damages, including, but not limited to, loss of profits or loss of use, even if ILQ was aware of the likelihood of such damages. ILQ has no responsibility to inform Client of (i) any decision to use, not use or cease using any Automated System, (ii) the characteristics, functions, design or purpose of any Automated System, or (iii) any specific risks inherent in any Automated System.
4. **PRICING.** ILQ will make available to Client, through communication including but not limited to postings on an Automated System, bid prices and ask prices at which ILQ is prepared to enter into Contracts with Client. ILQ expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time from other sources for similar transactions, but a number of factors, including but not limited to System Failures, high volume or volatility can result in deviations between prices quoted by ILQ and such other sources. ILQ makes no warranty, express or implied, that its bid prices and ask prices represent, are competitive with or are not less favorable to Client than bid prices and ask prices then prevailing in the market or available from other sources.
5. **ORDER EXECUTION AND COUNTERPARTY DISCLOSURE.** Client acknowledges, understands and agrees that ILQ is not acting as a broker, intermediary, agent, advisor or in any fiduciary capacity with respect to Client. All transactions in Contracts made and entered into by ILQ with Client will be entered into by ILQ as principal. Thus, ILQ will be the counterparty (i.e., ILQ is the buyer when you are the seller, and ILQ is the seller when you are the buyer) to each and every trade in Contracts executed by Client with ILQ. As a result, ILQ's interests may be in conflict with your interests. If ILQ elects not to hedge or cover its own exposure resulting from such transactions, then you should be aware that ILQ may make more money if the market goes against you.
6. **POSITION AND TRADING LIMITS.** ILQ reserves the right to limit the number of open positions that Client may enter or maintain in Client's Account. ILQ reserves the right, in its sole discretion, to refuse to accept any order opening a new position or increasing an existing position.
7. **POWER OF ATTORNEY.** You agree and hereby irrevocably appoint ILQ with full power as your true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that ILQ deems necessary or advisable to accomplish the purposes of this Agreement.
8. **CLIENT'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** As of the date hereof and the date of each transaction in Client's Account, Client represents, warrants and covenants to ILQ that:
  - a. all information that you provide to us in connection with the opening and maintenance of your Account is true, accurate and complete and that we are legally entitled to rely on such information;
  - b. all financial information that you have disclosed to us is a true, accurate and complete representation of your current financial condition and you are able to withstand a total loss of your funds with respect to transactions effected for your Account;
  - c. you understand that all transactions effected for your Account, whether initiated by you or someone whom you have authorized on your behalf, are at and for your risk;
  - d. you will inform us immediately if you cease to be willing or financially able to sustain such losses;
  - e. all orders for Contracts and all transactions entered into pursuant to this Agreement will not violate any Governing Regulations;
  - f. you are acting solely as principal and not as agent for any other party and no other person or entity has any interest of any kind in the Account;
  - g. all checks or wire transfers received by us for the Account shall have been sent with the requisite authority by you;
  - h. this Agreement has been duly authorized and executed by you, and you have full power and authority to trade Contracts and undertake all actions referenced in this Agreement;
  - i. if you are employed in the financial services industry or by any exchange, market or trading facility or self-regulatory organization, you have obtained all necessary consents to open this Account and shall provide us with written proof of such consent;
  - j. you agree not to make any trade individually or in concert with any other person that exceeds position limits imposed on you by ILQ or Governing Regulations;
  - k. you have reviewed the registration requirements of commodity pool operators and commodity trading advisors under Governing Regulations and have determined that you and any person that has trading authority or control over your Account are in compliance with such requirements;
    - l. if you are a natural person, you are of sound mind, legal age and legal competence;
  - m. if you are not a natural person, (i) you are duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all Contracts and other transactions contemplated hereunder have been duly authorized by Client; and (iii) each person executing and delivering this Agreement and all Contracts and other transactions contemplated hereunder on behalf of you performing the obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder on behalf of you, has been duly authorized by you to do so;
  - n. if you are a partnership or limited liability company, the partnership agreement or operating agreement, as appropriate, is in writing and provides that the partnership or LLC will not terminate upon the death or incapacity of any one of the partners or members, as appropriate; the partners and the partnership or the members and the LLC are in compliance with and shall remain in compliance with all applicable Governing Regulations; the partners or members shall be jointly and severally liable to ILQ for any and all transactions and obligations made in conjunction with this Account and are bound by all terms and conditions of this Agreement; and the partnership or LLC shall promptly notify ILQ in writing of the death or retirement of any partner or member, or any material change in the partnership agreement or operating agreement; and
  - o. if you are a plan covered by the Employee Retirement Security Act of 1974 ("**ERISA**"), you acknowledge that ILQ is only providing services hereunder and is not a plan fiduciary as defined in ERISA or any rules promulgated thereunder. ILQ has no discretionary authority or control with respect to your purchase or sale of futures contracts and that the furnishing of market recommendations and information by ILQ is solely for your convenience and does not constitute the exercise of such authority or control; and there is no agreement, arrangement, or understanding between you and ILQ for investment decisions with respect to the assets of you or that ILQ will render individualized investment advice to you based on the particular needs of you.

In entering into this Agreement and opening the Account, we are relying on your representations, warranties and covenants contained in this Agreement and you agree to notify us immediately of any material changes thereto.

9. **MARGINS.** You agree to maintain, without demand from us, such performance bond, margin, cash, or other acceptable collateral (collectively, "**Margin**") as we, in our sole discretion, may require from time to time, the amount of which may, in our sole discretion, exceed any amount that may be required by Governing Regulations. You shall provide to and maintain with ILQ Margin in such amounts and in such form as ILQ, in its sole discretion, may determine from time to time. Such Margin requirements established by ILQ may exceed the Margin required of ILQ by any exchange, market or trading facility. ILQ may increase or decrease Margin requirements in its sole discretion at any time. If ILQ determines that additional Margin is required, you agree to deposit with ILQ such additional Margin when and as demanded by ILQ, and you agree to satisfy immediately all Margin calls in such manner as ILQ shall designate in its sole discretion. Notwithstanding any demand for additional Margin, ILQ may at any time proceed in accordance with Section 13 herein, and any failure to proceed shall not be deemed a waiver of any rights by ILQ. No previous Margin deposit, practice or course of dealing shall establish any precedent. ILQ shall not be liable to you for the loss of any Margin deposit which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship, or assignment for the benefit of creditors of any bank, another clearing broker, exchange, market or trading facility, clearing organization, or similar entity.
10. **SECURITY INTEREST AND LIEN.** As security for the payment of all of your obligations and liabilities to us, you hereby grant to ILQ a general lien and continuing perfected first security interest in, and lien upon, all property in which you have an interest and that is held by or through us, including, but not limited to, Client's Account, all Contracts, Margin, collateral, premium, funds, securities, currencies, credit balances, commercial paper, monies, any other property, and all rights you may have against us (collectively, "**Collateral**"). Further, in order to satisfy any outstanding liabilities or obligations you may have to us including, without limitation, any Margin call, we may, at any time and without prior notice to you, sell, purchase, use, set off, apply or transfer any of such Collateral interchangeably (including cash and fully paid securities). In the event of a breach or default under this Agreement or any other agreement you may have with us, we shall have all rights and remedies available to a secured creditor under Governing Regulations, including but not limited to Article 9 of the Uniform Commercial Code, as enacted in the relevant state, in addition to the rights and remedies provided herein.
11. **NETTING.** All Contracts entered into between Client and ILQ will be subject to the following netting provisions: (a) Netting by Novation: Each Contract made between Client and ILQ will immediately, upon being entered into, be netted with all existing Contracts between Client and ILQ for the same paired currencies having the same delivery date so as to constitute a single foreign currency contract.
12. **ROLLOVER.** ILQ shall, daily or in its sole discretion and without notice to Client, offset Client's open positions and roll them forward as new positions into the next trade date. ILQ shall calculate roll charges as follows: ILQ will mark-down by .38% the long and mark-up by .38% the short respective published central bank overnight APR's. ILQ then subtracts the short from the long and divides by 360 to determine the daily interest rate differential. The interest rate differential is then multiplied by the open units of base currency, then converted to the accounting currency using the available end of day spot rates. This determines the daily rollover credit/debit, and finally ILQ multiplies the daily credit/debit by the number of days that the position is being rolled forward.
13. **LIQUIDATION OF ACCOUNTS.** In the event of: (a) the death or judicial declaration of incompetency of you; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, by or against you; (c) the filing of an attachment against any Account carried by ILQ; (d) insufficient Margin as determined by ILQ in its sole discretion, or ILQ's determination that any Collateral deposited to protect one or more of your Accounts is inadequate, regardless of current market quotations or conditions, to secure the Account; (e) your failure to provide us with any information requested pursuant to this Agreement; (f) your failure to pay any amount due to us; (g) your repudiation, breach or anticipatory breach of any provision of this Agreement; or (h) any other circumstances or developments that ILQ deems to require action necessary or appropriate for its protection, ILQ is hereby authorized, according to its judgment and in its sole discretion, to take one or more or any portion of the following actions: (i) satisfy any obligation you may have to ILQ, either directly or by way of guaranty or suretyship, out of any of your funds, property, Margin or Collateral in the custody or control of ILQ; (ii) sell any or all Contracts, Collateral or securities held or carried for you or purchase any or all Contracts, Collateral or securities held or carried as a short position for you; (iii) cancel any or all outstanding orders, Contracts, or any other commitments made on behalf of you; (iv) accelerate and treat any or all of your obligations due to ILQ as immediately due and payable; and (v) terminate any or all of ILQ's obligations for future performance to you. 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 or advertisement to you, your personal representatives, heirs, executors, administrators, legatees, or assigns, and regardless of whether the ownership interest shall be solely your ownership interest.
14. **PAYMENT OBLIGATIONS.** Client agrees to pay ILQ (a) such charges, fees and costs as ILQ may from time to time impose or incur (including but not limited to, markups, spreads between the bid price and ask price, brokerage charges, commissions, service fees, transfer fees and other charges); (b) all applicable regulatory and self-regulatory organization fees or charges, if any; (c) any applicable tax imposed on transactions in Contracts; (d) the amount of any trading losses in the Account; (e) any debit balance or deficiency in the Account; (f) interest on any debit balances or deficiencies in the Account, at the rate set forth in this Section, together with costs and attorneys' fees incurred in collecting any such debit balance or deficiency; and (g) any other amounts owed by Client to ILQ with respect to any Contracts, the Account or any transactions therein (collectively, (a) through (g) above herein referred to as "**Charges**"). ILQ may change its commissions, charges, and/or fees without notice. Client agrees to be responsible to ILQ for interest on amounts due from Client to ILQ at an interest rate equal to three (3) percentage points above the then prevailing prime rate at ILQ's principal bank or the maximum interest rate allowed by law, whichever is lower. All such Charges shall be paid by Client as they are incurred and Client hereby authorizes ILQ to withdraw the amount of any such Charges directly from Client's Account. Any payments required to be made by Client and not deducted directly from the Account shall be made by wire transfer (or by check if permitted by ILQ in its sole and absolute discretion) of immediately available funds to the account of ILQ as set forth in the Application accompanying this Agreement. Client agrees that when requested, whether by telephone or other communication, Client will furnish ILQ with names of bank officers and information necessary for immediate verification of such wire transfers. Client agrees to pay a transfer fee, to be designated by ILQ, to transfer Client's open positions or funds to another financial institution.
15. **INSTITUTIONAL PARTNERS.** If Client's Account is being managed by an Institutional Partner or is introduced to ILQ by an Institutional Partner, Client acknowledges and agrees that ILQ is responsible only for acting as counterparty to the Client for transactions in Client's Account and that ILQ has no responsibilities or obligations regarding any conduct, action, omission, representation or statement of any Institutional Partner in connection with Client's Account or any transactions in Contracts. Client understands that ILQ makes no warranties or representations concerning such Institutional Partner, that ILQ shall not be responsible for any loss or damage to Client arising out of or relating to the actions or omissions of such Institutional Partner and that ILQ does not, by implication or otherwise, endorse or approve of the business or operating methods of such Institutional Partner. Client further acknowledges and agrees that: (i) any Institutional Partner acts as an independent intermediary for Client and is an agent of Client, not ILQ; (ii) no Institutional Partner is an affiliate, partner, employee or agent of ILQ; and (iii) no Institutional Partner is authorized to make any representations or enter into any covenants or promises concerning ILQ or the services to be provided by ILQ under this Agreement. If an Institutional Partner manages Client's Account or if an Institutional Partner introduces Client to ILQ, ILQ in accordance with Client's agreement with such Institutional Partner (i) may compensate such Institutional Partner(s) from the assets or funds of Client or (ii) may deduct directly from Client's Account compensation payable to the Institutional Partner(s). In the event Client's Account is managed by an Institutional Partner, Client has delivered to ILQ a copy of such Institutional Partner's written trading authorization or Client's acknowledgment of such authorization, in either case in a form acceptable to ILQ.
16. **REFERRAL AGREEMENT.** Client understands and agrees that ILQ does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Client may have received or may receive in the future from Introducing Partner or from any other person not employed by ILQ regarding

foreign currency or exchange ("forex") trading or the risks involved in such trading.

ILQ provides risk disclosure information to all new Clients when they open accounts. Client should read that information carefully, and should not rely on any information to the contrary from any other source. Client acknowledges that no promises have been made by ILQ or any individual associated with ILQ regarding future profits or losses in Client's account. Client understands that forex trading is very risky, and that many people lose money trading.

If Introducing Partner or any other third party provides Client with information or advice regarding forex trading, ILQ shall in no way be responsible for any loss to Client resulting from Client's use of such information or advice.

To the extent Client has previously been led to believe or believes that utilizing any third party trading system, course, program, research or recommendations provided by Introducing Partner or any other third party will result in trading profits, Client hereby acknowledges, agrees and understands that all forex trading, including trading done pursuant to a system, course, program, research or recommendations of Introducing Partner or another third party involves a substantial risk of loss. In addition, Client hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of Introducing Partner or another third party will not necessarily result in profits, avoid losses or limit losses.

Client understands that Introducing Partner and many third party vendors of trading systems, courses, programs, research or recommendations may not be regulated by a government agency, and it would be to his benefit to inquire as to the regulatory status of the vendor in question. It would be to his benefit to do business with regulated vendors only.

Because the risk factor is high in forex transactions trading, only genuine "risk" funds should be used in such trading. If Client does not have the extra capital the Client can afford to lose, Client should not trade in the forex markets.

Client understands and acknowledges that ILQ may compensate Introducing Partner for introducing Client to ILQ and that such compensation may be on a per-trade basis or other basis. Further, the Client has a right to be informed of the precise nature of such remuneration.

Client understands and agrees that if Client's account with ILQ is introduced by Introducing Partner that Introducing Partner shall have the right to access Client's ILQ account information, including address, phone number, and e-mail address to enable Introducing Partner to provide ongoing training and assistance, updates on company activities and any other on-going information to be of assistance in client's trading, as and when available.

The disclosure document does not give the Introducing Partner the right to enter into any trades on Client's ILQ account unless authorized by Client under a power of attorney between Client and Introducing Partner granting such Introducing Partner the right to trade on Client's account.

17. **CONCLUSIVE STATEMENTS AND CONFIRMATIONS.** You acknowledge that you are bound to the actual executions of transactions of all Contracts and understand that all reports of execution price, quotations and other market information are subject to change. You agree that you rely upon such information at your own risk. Confirmations of trades and any other similar notices, including but not limited to purchase and sale statements, sent to you shall be conclusive and binding on you unless you notify us to the contrary as follows: (i) where a report is made orally, at the time delivered to you; or (ii) where a report or notice is in writing, prior to the opening of trading on the next Business Day. Your Account statement shall be conclusive and binding unless you immediately, upon delivery to you, notify us to the contrary.

YOU MUST OBJECT TO YOUR MONTHLY STATEMENTS, TRADE CONFIRMATIONS OR OTHER NOTICES IN WRITING AND DIRECT SUCH NOTICES TO US AT 2625 DENISON DRIVE, SUITE A, MOUNT PLEASANT, MICHIGAN 48858, EMAIL TO [CLIENTSERVICES@ILQ.COM](mailto:CLIENTSERVICES@ILQ.COM) OR BY FACSIMILE TO 989-774-7592, ATTN: CLIENT SERVICES DEPARTMENT, WITHIN THE TIME PERIOD SET FORTH ABOVE. YOUR FAILURE TO OBJECT TIMELY AND IN WRITING SHALL CONSTITUTE RATIFICATION OF ALL ACTIONS TAKEN BY US OR OUR AGENTS.

18. **AUTHORIZATION TO TRANSFER FUNDS.** You hereby agree that, subject to Governing Regulations, ILQ may at any time and from time to time, in the sole discretion of ILQ, apply and transfer from any of Client's Accounts with ILQ to any of Client's other Accounts, whether held at ILQ or other approved financial institutions, any of the Contracts, Collateral, currencies, securities or other property of Client held either individually or jointly with others to another account.
19. **NO TAX, ACCOUNTING, LEGAL OR MARKET ADVICE.** You acknowledge that ILQ does not provide any tax, accounting or legal advice of any kind to you. ILQ does not give advice or offer any opinion with respect to the profitability, suitability or potential value of a particular transaction or investment strategy. You further acknowledge that any recommendations, research, market letters or other information (collectively, "**Market Information**") provided to you by ILQ does not constitute an offer or solicitation to sell or to buy any Contracts or other property. You assume the risk of relying on Market Information and hereby indemnify and hold ILQ harmless from any and all claims, demands, losses, damages or expenses ILQ may incur as a result of your use of Market Information. You agree that any investment decisions and transactions you make will be based solely on your own evaluation of your financial circumstances and investment objectives and whether such decisions and transactions are suitable with respect to your investment and/ or trading strategy.
20. **NO TRADING RECOMMENDATIONS.** Any trading recommendation or Market Information furnished to Client by ILQ is incidental to the conduct of ILQ's business as a Retail Foreign Exchange Dealer ("**RFED**") and shall not serve as a basis for Client's trading decisions. Client acknowledges that any recommendations or market information provided by ILQ, while based upon information from sources that ILQ believes to be reliable, may be incomplete, inaccurate or unverified and ILQ makes no representation, warranty or guarantee as to the accuracy of any such information. Client further understands and acknowledges that, because ILQ is acting as principal with respect to the foreign currency transactions for Client's Account and not as agent, ILQ has a financial incentive to provide recommendations or market information that benefit ILQ and disadvantage Client, and Client acknowledges, agrees to and waives such conflict of interest. Further, Client acknowledges that recommendations or market information given to Client at any given time may be different from recommendations or market information given to other Clients of ILQ and that such recommendations or market information may not be consistent with the investments of ILQ and its affiliates, and their respective officers, directors, managers, members, staff members and agents (collectively, "**ILQ Parties**"). ILQ shall have no responsibility or liability hereunder as a result of any information, prediction, recommendation or advice made or given by a representative of ILQ whether or not made or given at the request of Client. Any instruction given by Client is based upon Client's own independent and informed decision and not in reliance on any information, recommendations, advice or statement made by any of ILQ's staff members, representatives or agents.
21. **COMMUNICATIONS.** Reports, statements, **notices** and any other communications from ILQ may be transmitted to Client through Client's web portal or electronic transmission to Client's current email address as reflected in ILQ's records. Client shall notify ILQ immediately of any change in Client's email address or other location to which the electronic records may be provided. All communications sent by ILQ shall be deemed effective when received by a transmitting agent (such as an Internet service provider) for transmission to Client, whether actually received by Client or not. All communications sent by Client shall not be deemed effective until accepted by ILQ. In the event of a **System Failure**, ILQ shall provide prompt and effective notice to clients affected by the System Failure. Clients may be notified in one or more of the following methods: (i) a message accessed through the Client's web portal; (ii) e-mail from ILQ or Client's Institutional Partner; or (iii) a recorded telephone message for Client's contacting ILQ Client Services. Clients may contact ILQ regarding System Failures at [ClientServices@ilq.com](mailto:ClientServices@ilq.com)
22. **INDEMNIFICATION AND HOLD HARMLESS; PAYMENT OF LITIGATION AND COLLECTION EXPENSES.** You agree to indemnify, defend and hold harmless the ILQ Parties, from and against any and all demands, liabilities, losses, damages (including without limitation, incidental, consequential, punitive, indirect and special damages), claims (contract, tort, strict liability, warranty or otherwise), costs and expenses (including without limitation amounts paid in settlement of any claims, interest, any fines or penalties imposed by any exchange, market or trading facility, self-regulatory organization or governmental agency, collection, accountants' and attorneys' fees) incurred by any of the ILQ Parties as a direct or indirect result of your breach of any provision of this Agreement. You also agree to indemnify, defend and hold harmless the ILQ Parties from and against any and all liabilities, losses, damages, costs and expenses, including without limitation, accountants' and attorneys' fees (both in-house and outside attorneys' fees), incurred by any of the ILQ Parties in enforcing any of the provisions of this Agreement or any related agreement. If you initiate a legal action or proceeding against any of the ILQ Parties, and you do not prevail (*i.e.*, recover more than ILQ's highest offer to settle), you shall indemnify such ILQ Parties for all costs and expenses (including, but not limited



to, in-house and outside attorneys' fees) incurred by such ILQ Parties to defend themselves.

23. **LIMITATION OF LIABILITY.** You agree that you shall have no claim against the ILQ Parties for any loss, damage, liability, cost, charge, expense, penalty, fine, or tax caused directly or indirectly by: (a) any order transmitted by fax, email, instant messaging or other medium for execution which is accepted on a "not held" basis, that is, you agree that we shall not be held liable for any failure regarding proper execution unless it is due to our fraudulent activity; (b) any Governing Regulations, or any order of any court, governmental agency, or other regulatory body; (c) any suspension or termination of trading; (d) any restrictions, halts or rulings, acts of terrorism, riot, sovereign conduct or other acts of state, war or civil or labor disturbance; (e) any delays or inaccuracies in the transmission or reporting of orders or other information due to a breakdown or failure or any other transmission or communication failure for any reason; (f) any failure or delay for any reason of any broker, bank, depository, market, or custodian to fulfill its obligations or to pay in full any amounts owed to us or to you; (g) any failure or delay by any entity which, consistent with Governing Regulations, is holding client segregated Collateral or Margin, to pay or deliver same to us; or (h) any other causes beyond our control.

Further, we will not be responsible to you in the event of error, failure, negligence, or misconduct on the part of any Institutional Partner or other person acting on your behalf and, without limitation; we have no obligation to investigate the facts surrounding any transaction in your Account which is introduced by such Institutional Partner or other person. In addition to any other agreement to indemnify us or any other party set forth in this Agreement or in any other agreement, you agree to indemnify us and hold us harmless from and against any and all liabilities, penalties, losses, and expenses, including legal expenses and attorneys' fees, incurred by us as a result of any error, failure, negligence, or misconduct on the part of any such Institutional Partner or other person acting on your behalf.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL ILQ OR THE ILQ PARTIES BE LIABLE OR RESPONSIBLE TO YOU OR ANY PERSON IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DELAY, DISRUPTION, INCREASED EXPENSE OR LOST PROFITS OR REVENUE) RESULTING FROM ANY ACT OR OMISSION OF ILQ OR ANY ILQ PARTY, EVEN IF ILQ OR ANY ILQ PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

24. **WARRANTY DISCLAIMERS.** ILQ MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF ANY SERVICES PROVIDED IN CONNECTION WITH YOUR ACCOUNT, OR ANY INFORMATION, PROGRAMS OR PRODUCTS OBTAINED FROM, THROUGH, OR IN CONNECTION WITH THESE SERVICES.
25. **JOINT ACCOUNTS AND/OR TRUST ACCOUNTS.** If more than one natural person executes this Agreement as Client, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, custodian or other fiduciary, such Client hereby agrees to indemnify, defend, save and hold free and harmless ILQ for any liabilities, claims, losses, damages costs and expenses, including attorneys' fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorneys' fees.
26. **CREDIT AND REFERENCE CHECK.** You authorize ILQ, from time to time, to contact any financial institution, credit agency and other references to verify your information, creditworthiness and background, including financial information. You may request in writing within a reasonable period of time a copy of the credit report ILQ receives.
27. **TERMINATION; SURVIVAL.** This Agreement shall continue and be in effect until termination by Client or ILQ. Client may terminate this Agreement if: (i) Client has no open foreign currency positions and no liabilities held by or owed to ILQ; and (ii) Client has provided three (3) Business Days' written notice to ILQ by e-mail to [clientservices@ilq.com](mailto:clientservices@ilq.com) or by United States mail or other delivery service to ILQ; and (iii) ILQ has accepted the notice as provided by Client. ILQ may, in its sole discretion, terminate this Agreement at any time, effective as of the close of business on the day notice is sent to Client. Termination by either party for any reason shall not affect any Contracts or other transactions previously entered into and shall not relieve either party of any obligations set forth in this Agreement, nor shall it relieve Client of any obligations arising out of any deficit balance. The representations, warranties and covenants of the parties contained herein, including but not limited to Sections 8, 10, 14, 21, 22, 23 and 37, shall survive the termination or expiration of the Agreement.
28. **RESTRICTIONS.** You understand that we may decline to accept any order, or restrict or prohibit trading in, or close your Account for any reason whatsoever. Without limiting the foregoing, we may, in our sole discretion, refuse to allow you to make or take a delivery in your Account. You acknowledge that we may, from time to time, place an Account in which there is no trading on inactive status and you agree to provide whatever information we may require upon your request to reactivate any such inactive Account.
29. **RECORDINGS.** Subject to Governing Regulations, you agree that ILQ, in its sole discretion, may record any telephone conversation between ILQ and yourself or your agent without use of an audible signal or other identification. You hereby waive any right to object to the admissibility into evidence of such recordings in any legal proceeding between you or your agent and ILQ. You agree that ILQ may delete, erase or overwrite such recordings in accordance with its customary document retention policies. The rights conferred upon ILQ herein shall extend to any third-party fiduciary with discretion over your Account.
30. **CONSENT TO CROSS TRANSACTIONS.** Client consents that ILQ may, without prior notice, execute Client orders in which ILQ becomes the buyer to your sell order or the seller to your buy order, provided that such executions are made in accordance with Governing Regulations. This consent shall be continuous and remain in effect until revoked in writing by you.
31. **COMPLETE AGREEMENT.** This Agreement and the exhibits and documents referred to herein contain the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.
32. **AMENDMENT.** You agree that we may modify the terms of this Agreement at any time upon notice to you, provided you trade through us electronically or have agreed to receive confirmations and statements from us electronically. If you trade through us electronically or have agreed to receive confirmations and statements from us electronically, you further agree that any communications concerning your Accounts or services provided by us, including legal notices and agreements, may be sent to you via email. By continuing to trade through us, you signify your acceptance of the terms of such communication. If you do not accept the terms of such communication, you must notify us thereof in writing as provided in Section 16 and your Account may then be terminated, but you will still be liable thereafter to us for all remaining liabilities and obligations. Otherwise, this Agreement may not be waived or modified absent a written instrument signed by an authorized representative of ILQ. No oral agreements or instructions purporting to amend this Agreement will be recognized or enforceable.
33. **BINDING AGREEMENT.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns, and supersedes any prior agreements between the parties with respect to the subject matter hereof. You further agree that all purchases and sales shall be exclusively for your Account in accordance with your oral or written instructions or those of any party authorized to enter orders on your behalf. You hereby waive any and all defenses that any such instruction was not in writing as may be required by the statute of frauds or any similar law, rule or regulation.
34. **NO WAIVERS BY ILQ.** The failure of ILQ at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by ILQ of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall

be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

35. **SEVERABILITY.** If any provision hereof is or should become or be deemed to be inconsistent with any present or future law, rule, or regulation of any court, arbitral body, sovereign government, or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule, or regulation. In all other respects, this Agreement shall continue to remain in full force and effect.
36. **HEADINGS.** The headings of the sections hereof are for descriptive purposes only and shall not modify or qualify any of the rights or obligations set forth in such sections or in any way limit the applicability of or affect the meaning of any such provisions.
37. **BINDING EFFECT.** This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of Client at any time opened or reopened with ILQ, irrespective of any change or changes at any time in the personnel of ILQ or its successors, assigns, or affiliates. This Agreement, including all authorizations, shall inure to the benefit of ILQ and its successors and assigns, whether by merger, consolidation, or otherwise and shall be binding upon Client and/or the personal representatives, heirs, executor, administrator, trustee, legatees, legal representative, successors and assigns of Client.
38. **GOVERNING LAW; JURISDICTION AND VENUE; LIMITATION ON ACTIONS; WAIVER OF JURY TRIAL.** In order to induce us to accept this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby agree to the following:
- a. This Agreement is made, upon acceptance by us, in the State of Michigan, and shall be governed by, and the rights and liabilities of the parties, except as otherwise expressly stated herein, shall be determined in accordance with, the laws of the State of Michigan, without regard to any of its conflicts of laws principles or rules, by the laws of the United States and, where appropriate, by other Governing Regulations.
  - b. All actions or proceedings, whether initiated by you or us, with respect to any controversy arising out of or related to this Agreement, shall be litigated only in courts whose situs is in the State of Michigan. You hereby submit to the jurisdiction of the United States District Court of the Eastern District of Michigan, and any other court of competent jurisdiction whose situs is in Ann Arbor, Michigan. You hereby waive any right you may have to transfer or to change the venue of any litigation you may bring against us, or to move that such litigation is brought in an inconvenient forum or that forum is improper.
  - c. You shall not bring any action, regardless of form, arising out of or relating to this Agreement or transactions hereunder more than one (1) year after the cause of action arose. You acknowledge that you are expressly agreeing to waive the two (2) year statute of limitations provided by the Commodity Exchange Act, including the two (2) year time period for commencing a CFTC reparation proceeding, and any and all other applicable statutes of limitations exceeding one (1) year, including but not limited to, any statutory or common law state or federal statute of limitations, the two (2) year provision for initiating an arbitration contained in the NFA's Code of Arbitration.
  - d. You hereby waive any right you may have to a trial by jury.
39. **CFTC RULES.** You acknowledge that you are aware that CFTC Rule 1.35(a-2)(2) requires you to create, retain and produce upon the request of the CFTC, the United States Department of Justice and the applicable exchange, market or trading facility, documentation of cash transactions and, if you effect any such transactions on a futures exchange, you will comply with Rule 1.35 (a-2)(2). If you are a non-United States person, you acknowledge that: (a) CFTC Rule 15.05 designates us as the agent of foreign brokers, clients of foreign brokers, and foreign traders for certain purposes; and (b) CFTC Rule 21.03 authorizes the CFTC to request, when unusual market circumstances exist, certain Account information from us as well as foreign brokers and traders, and you agree to provide such information promptly upon such request.
40. **ACCEPTANCE.** This Agreement shall not be deemed to be accepted by ILQ or become a binding contract between Client and ILQ until the signed Client Account Application has been received and approved by ILQ. In the event that there are any unauthorized alterations or deletions to this Agreement or related documents such alteration and deletions shall not be binding on ILQ and said original forms shall govern Account.
41. **ADDITIONAL RIGHTS AND REMEDIES.** The rights and remedies granted herein to us are in addition to any other rights and remedies provided to us in any other agreement you may have with us, and you hereby appoint us as your agent to take any action necessary to perfect ourselves with respect to the security interest granted to us in this Agreement.
42. **CURRENCY EXCHANGE RISK; NON-U.S. FUNDS.** You shall bear all risk and cost in respect of the conversion of currencies incident to transactions affected on behalf of you pursuant hereto. Unless otherwise specified in the reports sent to you with respect to your Contracts and Accounts, all Margin deposits in connection with any Contracts, and any debits or credits to your Account(s), shall be stated in U.S. Dollars. By placing an order in a Contract settled in a particular currency, you agree to convert to the particular currency funds sufficient to meet the applicable Margin requirement. Any conversions of currency shall be at a rate of exchange determined by us in our sole discretion based on prevailing money market rates of exchange for such currencies.
43. **PRIVACY POLICY.** As part of the ILQ application process ILQ may collect personal information about the Client for business purposes, such as evaluating the Client's financial needs, processing the Client requests and transactions, informing the Client about products and services and providing account services. The personal information ILQ collects is only accessible to ILQ, its affiliates and Institutional Partners. Such information includes: (i) Information the Client provides to ILQ on applications and other forms, such as the Client's name, address, birth date, social security number, occupation, assets, and income; (ii) Information about the Client's transactions with ILQ; and (iii) Information the Client provides to ILQ to verify the Client's identity, such as a passport, or information received from other entities not affiliated with ILQ. As required by law, ILQ shall provide an annual written Privacy Policy Notice to Clients electronically. ILQ reasonably believes the written Privacy Policy Notice is received on an annual basis by each Client electronically as (i) pursuant to the Client Agreement, the Client acknowledges and agrees to electronic receipt of ILQ's written Privacy Policy Notice regarding personally identifiable financial information; (ii) Client conducts electronic transactions with ILQ; and (iii) Client may view the written Privacy Policy Notice on the client web portal dashboard. ILQ or any of its divisions may use cookies in connection with ILQ's products and services and to track the Client's activities on the ILQ Client Web portal. Cookies are small files containing information the web site uses to track its visitors. ILQ uses Secure Socket Layer encryption technology in order to protect certain information the Client submits. This type of technology protects the Client from having the Client's information intercepted during the transmission process. Pursuant to applicable international, federal and state regulation, ILQ may disclose personal information with regulatory authorities or as required by applicable law. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and as necessary to protect ILQ rights or property.
44. **USA PATRIOT ACT COMPLIANCE.** Client agrees that it shall not at any time, in connection with the establishment or use of any account maintained with ILQ, engage in transactions involving, on behalf of or benefiting any government or country that is the subject of sanctions administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Client further agrees that it will not engage in transactions involving, on behalf of or benefiting any person (individual or entity), designated on OFAC's List of Specially Designated Nationals and Blocked Persons.
45. **U.S. BANKRUPTCY DISCLOSURE.** The transactions you are entering into with ILQ are not traded on an exchange. Therefore, under the U.S. Bankruptcy Code, your funds may not receive the same protections as funds used to margin or guarantee exchange-traded futures and options contracts, which receive a priority in bankruptcy. Since that same priority has not been given to funds used for Contracts trading, if ILQ becomes insolvent and you have a claim for amounts deposited or profits earned on transactions with ILQ, your claim may not receive a priority. Without a priority, you are a general creditor and your claim will be paid, along with the claims of other general creditors, from any monies still available after priority claims are paid. Even client funds that ILQ



keeps separate from its own operating funds may not be safe from the claims of other general and priority creditors.

46. **ACKNOWLEDGMENT OF RISKS AND CONFLICTS OF INTEREST.** Client acknowledges that trading in Contracts is a speculative activity involving leverage and rapidly fluctuating markets. Despite such risks, Client is willing and able to assume the financial risks and other hazards of trading in Contracts. Client recognizes that guarantees of profit or freedom from loss are impossible in Contract trading. Client acknowledges that Client has received no such guarantees from ILQ or from any of its representatives or any Institutional Partner or other person and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations. Client has read and understands the Consumer Risk Disclosure Statement accompanying this Agreement.
47. **ELECTRONIC SYSTEM PERFORMANCE DISCLOSURE** ILQ offers its products and services via electronic systems which depend on properly functioning technology. Such technology includes, but is not limited to, web connections, websites, web applications, application program interfaces, software, programs, etc. (collectively "Technology"). As with use of any technology, there may be times you experience a delay or breakdown of system operations, problems with performance of the trading system, malfunctions of Technology, or delays or interruptions in transmission of orders. The factors which could reasonably be expected to materially affect the performance of the Technology include, but are not limited to, Internet connectivity; High order volume; Lack of liquidity; High customer load; Geographic location; News events; Disaster; and/or Other unforeseen circumstances; excessive call volume, failure of transmission or communication equipment on the Internet or otherwise, communications problems, computer software or hardware breakdowns, and other problems or glitches associated with computer problems as well as other technical causes. **ALTERNATIVE TRADING METHOD WHEN SYSTEM GOES DOWN OR REACHES UNACCEPTABLE PERFORMANCE LEVELS:** If you need to place an order by phone when the system goes down or reaches unacceptable performance levels, please call our trading desk at: 989.349.3100. **CONTACT INFORMATION DURING SYSTEM OUTAGE OR SLOWDOWN OR FOR ANY OTHER ISSUES:** In the event that you need to contact ILQ for any reason, please call: 989.349.3100 or 989.349.3030
48. **CONSENT TO RECEIVE ELECTRONIC TRANSMISSION OF CONFIRMATION, PURCHASE AND SALE STATEMENTS, AND MONTHLY ACCOUNT STATEMENTS.** Client hereby consents to our sending to Client daily and monthly confirmation and purchase and sale statements, including account statements (collectively, "**Statements**") relating to Client's Account(s) by electronic media or through the client web portal dashboard. Client will be charged for receiving Statements by hard copy mail. Client may revoke this consent at any time upon written notice to us.

I have read and fully understand and agree to the foregoing.

☒ I have read and agree to [Disclosure #4 - NFA Disclosure](#)

## NFA Disclosure

THE FOREIGN CURRENCY TRADING YOU ARE ENTERING INTO IS NOT CONDUCTED ON AN EXCHANGE. INSTITUTIONAL LIQUIDITY LLC ("ILQ") IS ACTING AS A COUNTERPARTY IN THESE TRANSACTIONS AND, THEREFORE, ACTS AS THE BUYER WHEN YOU SELL AND THE SELLER WHEN YOU BUY. AS A RESULT, ILQ'S INTERESTS MAY BE IN CONFLICT WITH YOURS. UNLESS OTHERWISE SPECIFIED IN YOUR WRITTEN AGREEMENT OR OTHER WRITTEN DOCUMENTS ILQ ESTABLISHES THE PRICES AT WHICH IT OFFERS TO TRADE WITH YOU. THE PRICES ILQ OFFERS MIGHT NOT BE THE BEST PRICES AVAILABLE AND ILQ MAY OFFER DIFFERENT PRICES TO DIFFERENT CUSTOMERS.

IF ILQ ELECTS NOT TO COVER ITS OWN TRADING EXPOSURE, THEN YOU SHOULD BE AWARE THAT ILQ MAY MAKE MORE MONEY IF THE MARKET GOES AGAINST YOU. ADDITIONALLY, SINCE ILQ ACTS AS THE BUYER OR SELLER IN THE TRANSACTION, YOU SHOULD CAREFULLY EVALUATE ANY TRADE RECOMMENDATIONS YOU RECEIVE FROM ILQ OR ANY OF ITS SOLICITORS.

☒ I have read and agree to [Disclosure #5 - Execution and Slippage Policy](#)

## Execution and Slippage Policy

### Slippage

Definition: ILQ defines slippage as the difference between the price being offered on the platform at the time the customer first submits their order and the price being offered on the platform when the order is received and executed by ILQ.

### Instant Orders

Market Orders: A market order is an order to buy or sell a currency pair at the best available price to be executed immediately. When slippage occurs with market orders, all orders will be filled at the price being offered on the platform when the order is received and executed by ILQ. Market orders are not rejected or re-quoted.

### Pending / Resting Orders

Buy-Stop / Sell-Stop / Stop Loss: A stop order is an order to buy or sell once the price of the currency pair reaches a specified price, known as the stop price. When the stop price is reached, a stop order becomes a market order. A buy stop order is entered at a stop price above the current market price. A sell stop order is entered at a stop price below the current market price. When slippage occurs with stop orders, all orders will be filled at the price being offered on the platform when the order is received and executed by ILQ. Stop orders are not rejected or re-quoted.

Buy-Limit / Sell-Limit / Take Profit: A limit order is an order to buy or sell a currency pair at a specific price or better. A buy limit order can only be executed at the limit price or lower, and a sell limit order can only be executed at the limit price or higher. When slippage occurs with limit orders, all orders will be filled at the price being offered on the platform when the order is received and executed by ILQ. Pending limit orders are not rejected or re-quoted.

Applicant/Client represents warrants, agrees and understands the risks related to Forex trading accounts. Applicant/Client is willing and able, financially and otherwise, to assume the risks of Forex.

☒ I have read and agree to [Disclosure #6 - Risk Disclosure](#)

## Risk Disclosure

Thank you for your interest in Institutional Liquidity, LLC (ILQ); where The Future of Institutional Forex is Here. As a Retail Foreign Exchange Dealer (RFED), ILQ is required to provide you applicable information regarding the potential risks when entering the over the counter foreign exchange market. Please review the following disclaimers as prescribed by the Commodity Futures Trading Commission:

OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS INVOLVE THE LEVERAGED TRADING OF CONTRACTS DENOMINATED ON FOREIGN CURRENCY CONDUCTED WITH A FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER AS YOUR COUNTERPARTY.

BECAUSE OF THE LEVERAGE AND OTHER RISKS DISCLOSED HERE, YOU CAN RAPIDLY LOSE ALL OF THE FUNDS YOU DEPOSIT FOR SUCH TRADING AND YOU MAY LOSE MORE THAN YOU DEPOSIT.

YOU SHOULD BE AWARE OF AND CAREFULLY CONSIDER THE FOLLOWING POINTS BEFORE DETERMINING WHETHER SUCH TRADING IS APPROPRIATE FOR YOU.

(1) TRADING IS NOT ON A REGULATED MARKET OR EXCHANGE-YOUR DEALER IS YOUR TRADING PARTNER WHICH IS A DIRECT CONFLICT OF INTEREST. BEFORE YOU ENGAGE IN ANY RETAIL FOREIGN EXCHANGE TRADING, YOU SHOULD CONFIRM THE REGISTRATION STATUS OF YOUR COUNTERPARTY.

The off-exchange foreign currency trading you are entering into is not conducted on an interbank market, nor is it conducted on a futures exchange subject to regulation as a designated contract market by the Commodity Futures Trading Commission. The foreign currency trades you transact are trades with the futures commission merchant or retail foreign exchange dealer as your counterparty. WHEN YOU SELL, THE DEALER IS THE BUYER. WHEN YOU BUY THE DEALER IS THE SELLER. As a result, when you lose money trading your dealer is making money on such trades, in addition to any fees, commission, or spreads the dealer may charge.

(2) AN ELECTRONIC TRADING PLATFORM FOR RETAIL FOREIGN CURRENCY TRANSACTIONS IS NOT AN EXCHANGE. IT IS AN ELECTRONIC CONNECTION FOR ACCESSING YOUR DEALER. THE TERMS OF AVAILABILITY OF SUCH A PLATFORM ARE GOVERNED ONLY BY YOUR CONTRACT WITH YOUR DEALER.

Any trading platform that you may use to enter off-exchange foreign currency transactions is only connected to your futures commission merchant or retail foreign exchange dealer. You are accessing that trading platform only to transact with your dealer. You are not directly trading with any other entities or customers of the dealer by accessing such platform. The availability and operation of any such platform, including the consequences of the unavailability of the trading platform for any reason, is governed only by the terms of your account agreement with the dealer.

(3) YOUR DEPOSITS WITH THE DEALER HAVE NO REGULATORY PROTECTIONS.

All of your rights associated with your retail forex trading, including the manner and denomination of any payments made to you, are governed by the contract terms established in your account agreement with the futures commission merchant or retail foreign exchange dealer. Funds deposited by you with a futures commission merchant or retail foreign exchange dealer for trading off exchange foreign currency transactions are not subject to customer funds protections provided to customers trading on a contract market that is designated by the Commodity Futures Trading commission. Your dealer may commingle your funds with its own operating funds or use them for other purposes. In the event your dealer becomes bankrupt, any funds the dealer is holding for you in addition to any amounts owed to you resulting from trading, whether or not any assets are maintained in separate deposit accounts by the dealer, may be treated as an unsecured creditor's claim.

(4) YOU ARE LIMITED TO YOUR DEALER TO OFFSET OR LIQUIDATE ANY TRADING POSITIONS AS TRANSACTIONS ARE NOT MADE ON AN EXCHANGE OR MARKET, AND YOUR DEALER MAY SET ITS OWN PRICES.

Your ability to close your transactions or offset positions is limited to what your dealer will offer to you, as there is no other market for these transactions. Your dealer may offer any prices it wishes and it may offer prices derived from outside sources or not in its discretion. Your dealer may establish its prices by offering spreads from third party prices, but it is under no obligation to do so or to continue to do so. Your dealer may offer different prices to different customers at any point in time on its own terms. The terms of your account agreement alone govern the obligations your dealer has to you to offer prices and offer offset or liquidating transactions in your account and make any payments to you. The prices offered by your dealer may or may not reflect prices available elsewhere at any exchange, interbank or other market for foreign currency.

(5) PAID SOLICITORS MAY HAVE UNDISCLOSED CONFLICTS

The futures commissions merchant or retail foreign exchange dealer may compensate Institutional Partners for introducing your account in ways which are not disclosed to you. Such paid solicitors are not required to have and may not have any special expertise in trading, and may have conflicts of interest based on the method by which they are compensated. Solicitors working on behalf of futures commission merchants and retail foreign exchange dealers are required to register. You should confirm that they are, in fact registered. You should thoroughly investigate the manner in which all such solicitors are compensated and be very cautious in granting any person or entity authority to trade on your behalf. You should always consider obtaining dated written confirmation of any information you are relying on from your dealer or a solicitor on making any trading or account decisions.

FINALLY, YOU SHOULD THOROUGHLY INVESTIGATE ANY STATEMENTS BY ANY DEALERS OR SALES REPRESENTATIVES WHICH MINIMIZE THE IMPORTANCE OF, OR CONTRADICT, ANY OF THE TERMS OF THIS RISK DISCLOSURE. SUCH STATEMENTS MAY INDICATE POTENTIAL SALES FRAUD.

THIS BRIEF STATEMENT CANNOT OF COURSE DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF TRADING OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS WITH A FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER.

Quarter	Total Number of Non-Discretionary Accounts	Profitable	Non-Profitable
Q4 2013	958	23.07%	76.93%
Q3 2013	1,138	22.32%	77.68%
Q2 2013	1,146	40.49%	59.51%
Q1 2013	1,072	31.25%	68.75%

**PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS.**

I have read and fully understand and agree to the foregoing.

☒ I have read and agree to [Disclosure #7 - Experian Identity Check](#)

## Experian Identity Check

I understand that by clicking "I Agree" following this notice, I am providing written instructions to Institutional Liquidity, LLC ("ILQ"), under the Fair Credit Reporting Act, authorizing Institutional Liquidity, LLC ("ILQ") to obtain information from my personal credit profile or other information from Experian. I authorize Institutional Liquidity, LLC ("ILQ") to obtain such information solely to confirm my identity and to avoid fraudulent transactions in my name.

I understand and agree that under the Fair Credit Reporting Act, and by signing below that I am authorizing ILQ to obtain information from my personal credit profile or other information provided by the credit reporting authorities or other sources and that this authorization is provided solely for the purposes of confirming my identity and to avoid fraudulent transactions in my name.

☒ I have read and agree to [Disclosure #8 - W-8 / W-9](#)

**SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER(S) & BACK UP WITHHOLDING STATEMENT(S)**

Under penalties of perjury, I (We) the undersigned client(s), certify that if a Social Security or Tax Identification number(s) is(are) provided on this application agreement, that it(they) is(are) correct and accurate Social Security or Tax Identification number(s); and that the owner(s), or beneficial owner(s), of this account is(are) not subject to backup withholding under the Section #3406 (a)(1)(C) of the Internal Revenue Code.

IF ANY PARTS OF THE ABOVE STATEMENT ARE NOT TRUE, THIS STATEMENT SHOULD NOT BE AGREED TO, THE ACKNOWLEDGEMENT CHECK-BOX SHOULD NOT BE CHECKED, AND THIS APPLICATION AGREEMENT SHOULD NOT BE SUBMITTED. FOR ANY QUESTIONS PLEASE CALL ILQ.

☒ I have read and agree to **Disclosure #9 - Introducing Partner Customer Disclosure (part of Client Agreement)**

## INTRODUCING PARTNER CUSTOMER DISCLOSURE

The undersigned Client(s) ("Client") acknowledges the following with respect to Client's account(s) with Institutional Liquidity LLC ("ILQ"), which is(are) being processed by ILQ through a partnership with Robbins Futures Inc ("Introducing Partner")

1. Client understands and agrees that ILQ does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Client may have received or may receive in the future from Introducing Partner or from any other person not employed by ILQ regarding foreign currency or exchange ("forex") trading or the risks involved in such trading.
2. ILQ provides risk disclosure information to all new Clients when they open accounts. Client should read that information carefully, and should not rely on any information to the contrary from any other source.
3. Client acknowledges that no promises have been made by ILQ or any individual associated with ILQ regarding future profits or losses in Client's account. Client understands that forex trading is very risky, and that many people lose money trading.
4. If Introducing Partner or any other third party provides Client with information or advice regarding forex trading, ILQ shall in no way be responsible for any loss to Client resulting from Client's use of such information or advice.
5. To the extent Client has previously been led to believe or believes that utilizing any third party trading system, course, program, research or recommendations provided by Introducing Partner or any other third party will result in trading profits, Client hereby acknowledges, agrees and understands that all forex trading, including trading done pursuant to a system, course, program, research or recommendations of Introducing Partner or another third party involves a substantial risk of loss. In addition, Client hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of Introducing Partner or another third party will not necessarily result in profits, avoid losses or limit losses.
6. Client understands that Introducing Partner and many third party vendors of trading systems, courses, programs, research or recommendations may not be regulated by a government agency, and it would be to his benefit to inquire as to the regulatory status of the vendor in question. It would be to his benefit to do business with regulated vendors only.
7. Because the risk factor is high in forex transactions trading, only genuine "risk" funds should be used in such trading. If Client does not have the extra capital the Client can afford to lose, Client should not trade in the forex markets.
8. Client understands and acknowledges that ILQ may compensate Introducing Partner for introducing Client to ILQ and that such compensation may be on a per-trade basis or other basis. Further, the Client has a right to be informed of the precise nature of such remuneration.
9. Client understands and agrees that if Client's account with ILQ is introduced by Introducing Partner that Introducing Partner shall have the right to access Client's ILQ account information, including but not limited to address, phone number, and e-mail address to enable Introducing Partner to provide ongoing training and assistance, updates on company activities and any other on-going information to be of assistance in client's trading, as and when available.
10. This disclosure does NOT give the Introducing Partner the right to enter into any trades on Client's ILQ account unless authorized by Client under a power of attorney between Client and Introducing Partner granting such Introducing Partner the right to trade on Client's account.

This additional disclosure is in addition to, and supplements, but does not replace any other disclosures provided to Client by ILQ.

I have read and fully understand and agree to the foregoing.

**I HEREBY REPRESENT THAT THE INFORMATION PROVIDED BY ME AS PART OF THIS ACCOUNT APPLICATION IS TRUE AND CORRECT.**

I further represent that I will notify ILQ regarding any material changes concerning the information provided, in writing. ILQ reserves the right to verify the accuracy of the information provided, and to contact such institutions and others as it deems necessary regarding the information provided or as required by law.

To aid the government's fight in the prevention and detection of terrorism and/or money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information identifying each person opening a Forex trading platform account. To assist the government with preventing such activities, ILQ requires applicants to provide their full legal name, current physical address, date of birth as well as additional information upon request.

**THESE ARE CONTRACTUAL AGREEMENTS. YOU WILL BE HEREBY BOUND. DO NOT SIGN UNTIL YOU HAVE READ ALL OF THE AGREEMENTS AND DISCLOSURES CAREFULLY.**

By submitting below I acknowledge that this Client Agreement is a legally binding contractual agreement. I have read the Client Agreement carefully, and by signing, I agree to be bound by every term and condition including the items listed above. No modification of the Client Agreement is valid unless accepted and acknowledged in writing by ILQ. I confirm that I have read and downloaded a full set of account opening documents from your website; I have not made any alterations or deletions to this Agreement or any of the original forms posted on the website. In the event that there are any alterations or deletions to this Agreement, such alterations and deletions shall not be binding on ILQ and said original forms shall govern the Agreement and Client account relationship with ILQ.

I understand and agree that by signing below that I am authorizing ILQ to obtain information from my personal credit profile or other information provided by the credit reporting authorities or other sources and that this authorization is provided solely for the purposes of confirming my identity and to avoid fraudulent transactions in my name.

**Applicant's Name\*:** Guangxu Zhou

**Applicant's Initials\*:** GZ

**Today's Date** 03/04/2014  
**(mm/dd/yyyy)\*:**