



TERMS OF BUSINESS AND CUSTOMER AGREEMENT FOR FOREIGN EXCHANGE TRADING

This Foreign Currency Customer Agreement (the "Agreement") sets forth the terms and conditions that will govern various over-the-counter spot, forward and options contracts for foreign currency, precious metals, bullion or other commodities, interest rate instruments, contracts for differences (CFD's), stocks or indices and energy products (collectively, "foreign currency contracts") entered into by and between the undersigned customer (the "Customer") and Washington Prime Plus Inc. ("Washington Prime Plus").

1. AUTHORIZATION. One or more accounts will be opened in the Customer's name at Washington Prime Plus to carry Customer's foreign currency contracts (collectively, the "Account"). The Customer authorizes Washington Prime Plus to purchase and sell foreign currency contracts for the Customer's Account in accordance with the Customer's instructions received through the Automated systems - «Momentum Dealing Platform» (as defined in Section 5a below) or via telephone to the Washington Prime Plus trading desk (the "Trading Desk") with Washington Prime Plus acting as principal (and not as agent), subject to the terms of this Agreement. Washington Prime Plus also will provide such other services and products as agreed upon between Washington Prime Plus and the Customer. The Customer acknowledges that foreign currency contracts are not traded on or guaranteed by a regulated exchange or its clearinghouse and accordingly, acknowledges that trading in foreign currency contracts is not subject to the same regulatory or financial protections as is trading in futures contracts. The Customer represents and warrants that (a) it understands that as principal opposite Washington Prime Plus the parties will each be relying on the creditworthiness of the other, (b) each foreign currency contract will be individually negotiated as to its material economic terms, and (c) Washington Prime Plus is not acting as an investment adviser, commodity trading advisor or fiduciary with respect to the Customer or the Account.

2. APPLICABLE RULES AND REGULATIONS. All foreign currency contract transactions in the Customer's Account shall be subject to (a) the terms of this Agreement and all related agreements, (b) the laws, regulations, rules and interpretations of any applicable governmental, regulatory or self-regulatory authority, and (c) customs and usages of trade (all of the foregoing, as in force from time to time, collectively referred to as "rule or law"). If any term or provision of this Agreement is, or at any time becomes, inconsistent with any present or future rule or law or otherwise is invalid or unenforceable, the inconsistent term or provision shall be deemed amended or superseded to conform with such rule or law, but in all other respects this Agreement shall continue in full force and effect. Neither Washington Prime Plus, nor its officers, directors, managers, managing members, members, employees, affiliates, agents or delegates (collectively, with Washington Prime Plus, the "Washington Prime Plus Parties") shall be liable to the Customer as a result of any action reasonably taken by the Washington Prime Plus Parties to comply with such rule or law. Washington Prime Plus's violation of any rule or law shall not provide the Customer in any legal, reparation, arbitration or other proceeding with (y) a defense to a claim by Washington Prime Plus for money or other property due under this Agreement or (z) a basis for a claim by Customer that money or other property is due from Washington Prime Plus, unless such violation has been determined to be in relation to a transaction that the Customer did not give instructions to effect and is the direct cause of the Customer's claimed indebtedness to Washington Prime Plus.

3. PAYMENT OBLIGATIONS OF CUSTOMER. The Customer agrees to pay Washington Prime Plus upon demand (a) such charges, fees and costs as Washington Prime Plus may from time to time charge (including but not limited to, mark-ups, spreads, brokerage charges, commissions, service fees, transfer fees and other charges); (b) all applicable regulatory and self-regulatory fees or charges, if any; (c) any applicable tax imposed on transactions in foreign currency contracts; (d) all compensation of any introducing broker or trading advisor payable from the Account, which Washington Prime Plus shall promptly deduct from the Account and remit to such person(s); (e) the amount of any trading losses in the Account; (f) any debit balance or deficiency in the Account; (g) interest on any debit balances or deficiencies in the Account, at the rate set forth in this Section 3, together with costs and reasonable attorneys' fees incurred in collecting any such debit balance or deficiency; and (h) any other amounts owed by the Customer to Washington Prime Plus with respect to the Account or any transactions therein. All commissions, charges or fees of Washington Prime Plus or compensation to any introducing broker or trading advisor shall be set forth on the statement or the monthly e-mailed Fee Schedule. Washington Prime Plus may change its commissions, charges, and/or fees without notice. The Customer agrees to be liable to Washington Prime Plus for interest on amounts due from the Customer to Washington Prime Plus at an interest rate equal to three (3) percentage points above the then prevailing prime rate at Washington Prime Plus's principal bank or the maximum interest rate allowed by law or whichever is lower. The Customer shall pay all such charges as they are incurred and the Customer hereby authorizes Washington Prime Plus to withdraw the amount of any such charges directly from the Customer's Account. Any payments required to be made by the Customer and not deducted directly from the Account shall be made by wire transfer (or by check if permitted by Washington Prime Plus in its sole and absolute discretion) of immediately available funds to the account of Washington Prime Plus as set forth in the Customer Application Form accompanying this Agreement. The Customer agrees that when requested, whether by telephone or other communication, the Customer will furnish Washington Prime Plus with names of bank officers and information necessary for immediate verification of such wire transfers.

4. ACKNOWLEDGMENT OF RISKS AND CONFLICTS OF INTEREST. The Customer acknowledges that trading in foreign currency contracts is a speculative activity involving leverage and rapidly fluctuating markets. Despite such risks, the customer is willing and able to assume the financial risks and other hazards of trading in foreign currency contracts. The Customer recognizes that guarantees of profit or freedom from loss are impossible in foreign currency contract trading. The Customer acknowledges that the customer has received no such guarantees from Washington Prime Plus or from any of its representatives or any introducing broker or trading advisor and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations. The Customer has read and understands the foreign currency transactions risk disclosure statement accompanying this agreement. If applicable, the customer also acknowledges receipt of separate written disclosure concerning conflicts of interest between Washington Prime Plus and any third party, such as the customer's trading advisor or introducing broker, and specifically consents to any such conflict of interest.

Customer's Signature.....Place & Date.....

5. RISK OF LOSS; LIMITATION OF LIABILITY.

(a) All transactions effected for the Customer's Account and all fluctuations in the market prices of the foreign currency contracts carried in the Customer's Account are at the Customer's risk, and the Customer shall be solely liable therefore under all circumstances. The Customer represents and warrants that the Customer is willing and financially able to sustain such losses, and that the trading of foreign currency contracts is suitable for the Customer. Washington Prime Plus is not responsible for the performance or non-performance by any third party (including other dealers or banks) to Washington Prime Plus of its obligations in respect of any foreign currency contract or other property of the Customer; or for delays in the transmission, delivery or execution of the Customer's orders due to malfunctions of communications facilities or systems or other causes beyond Washington Prime Plus's reasonable control or anticipation. Washington Prime Plus shall not be responsible for the actions or non-actions of agents selected by Washington Prime Plus in good faith or appointed at the request of the Customer, whether such action and/or non-action amounts to negligence or inability on the part of the relevant agent.

(b) The Customer consents to Washington Prime Plus's use of automated systems - «Momentum Dealing Platform» or service bureaus in conjunction with the Customer's Account, including, but not limited to, automated order entry, order routing and/or order execution systems; record keeping, reporting and Account reconciliation systems; and risk management systems (collectively, "Automated systems - «Momentum Dealing Platform»"). In addition, the Customer will be allowed access to certain Automated systems - «Momentum Dealing Platform» in order to place orders for transactions in foreign currency contracts and to access other account services and products provided by Washington Prime Plus. The Customer understands that the use of Automated systems - «Momentum Dealing Platform» entails risks, including, but not limited to, interruption of service, system or communications failure, delays in service, and errors in the design or functioning of such Automated systems - «Momentum Dealing Platform» (collectively, a "System Failure") that could cause substantial damage, expense or liability to the Customer. Washington Prime Plus 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, Washington Prime Plus expressly disclaims any representation that any automated system will operate uninterrupted or be error-free.

(c) In addition to the limitation of liability set forth in Section 5(a) above, the Washington Prime Plus Parties will have no liability whatsoever for any claim of loss, cost, expense, damage or liability of the Customer 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. The Washington Prime Plus Parties will not have any 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 the Customer of any System Failure or in taking action to prevent or correct any such System Failure. In no event will the Washington Prime Plus Parties have any liability for any incidental, special or consequential damages, including, but not limited to, loss of profits or loss of use, even if Washington Prime Plus was aware of the likelihood of such damages. Washington Prime Plus has no responsibility to inform the Customer 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.

6. PRICING INFORMATION; TRADING RECOMMENDATIONS.

(a) Washington Prime Plus will make available to the Customer, by posting on the Automated systems - «Momentum Dealing Platform» or through the Trading Desk, bid prices and ask prices at which Washington Prime Plus is prepared to enter into foreign currency contracts with the Customer. Washington Prime Plus expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time for similar transactions, but a number of factors, including but not limited to, communication system delays, high volume or volatility can result in deviations between prices quoted by Washington Prime Plus and other sources. Washington Prime Plus makes no warranty, express or implied, that bid prices and ask prices represent bid prices and ask prices then prevailing in the market.

(b) Any trading recommendation or market information furnished to the Customer by Washington Prime Plus is incidental to the conduct of Washington Prime Plus's business as a foreign currency dealer and shall not serve as a basis for Customer's trading decisions. The Customer acknowledges that any recommendations or market information provided by Washington Prime Plus, while based upon information from sources that Washington Prime Plus believes to be reliable, may be incomplete, inaccurate or unverified and Washington Prime Plus makes no representation, warranty or guarantee as to the accuracy of any such information. The Customer further understands and acknowledges that, because Washington Prime Plus is acting as principal with respect to the foreign currency transactions for the Customer's Account and not as agent, Washington Prime Plus has a financial incentive to provide recommendations or market information that benefits Washington Prime Plus and disadvantage the Customer, and the Customer agrees to such conflict of interest. Further, the Customer acknowledges that recommendations or market information given to the Customer at any given time may be different from recommendations or market information given to other customers of Washington Prime Plus and that such recommendations or market information may not be consistent with the investments of the Washington Prime Plus Parties. Washington Prime Plus shall have no responsibility or liability hereunder as a result of any information, prediction, recommendation or advice made or given by a representative of Washington Prime Plus whether or not made or given at the request of the Customer. Any instruction given by the Customer is based upon the Customer's own independent and informed decision and not in reliance on any information, recommendations, advice or statement made by any of Washington Prime Plus's employees, representatives or agents.

7. INDEMNIFICATION. The Customer agrees to indemnify, defend and hold harmless the Washington Prime Plus Parties and their respective successors and assigns from and against any liability, loss, cost or expense (including, without limitation, reasonable legal fees and expenses, costs of collection of debit balances, interest and any fines imposed by any exchange, self-regulatory organization or governmental body) arising from (a) any failure of the Customer to perform its obligations under this Agreement, (b) any failure of the Customer to comply with any rule or law, or (c) any representation or warranty made by the Customer in this Agreement or in the forms



attached hereto ceasing at any time to be true or accurate.

8. RECORDING. The Customer has been informed that all conversations regarding Customer's Account, orders and foreign currency contracts between Customer and Washington Prime Plus (or any of their respective agents) may be recorded by Washington Prime Plus, without any obligation of Washington Prime Plus to make or retain such recordings, and the Customer irrevocably consents to such recordings and to Washington Prime Plus's use of such recordings in any proceeding or as Washington Prime Plus otherwise deems appropriate.

9. FOREIGN CURRENCY. If any transaction for the Customer's Account is effected in any market on which transactions are settled in a foreign currency (a) any profit or loss arising as a result of a fluctuation in the rate of exchange between such currency and the United States dollar shall be entirely for the Customer's Account and risk, (b) all initial and subsequent margin deposits required or requested by Washington Prime Plus shall be in United States dollars or, if requested by Washington Prime Plus, in the currency required by the applicable exchange or clearing house, and (c) Washington Prime Plus is authorized to convert funds in Customer's Account into and from such foreign currency at rates of exchange prevailing at the banking and other institutions with which Washington Prime Plus normally does business.

10. MARGIN REQUIREMENTS. The Customer will at all times maintain such margins and premiums for the Customer's Account as required from time to time by Washington Prime Plus. The Customer shall make deposits of margin or premium as Washington Prime Plus requests within a reasonable time after such request. IN THE ABSENCE OF UNUSUAL CIRCUMSTANCES, [ONE (1) HOUR] SHALL BE DEEMED TO BE A REASONABLE TIME; HOWEVER, WASHINGTON PRIME PLUS RESERVES THE RIGHT TO REQUEST DEPOSITS ON SHORTER NOTICE IN ITS SOLE AND ABSOLUTE DISCRETION. Margin deposits shall be made by wire transfer (or by check, if permitted by Washington Prime Plus in its sole and absolute discretion) of immediately available funds and shall be deemed made when received by Washington Prime Plus. Washington Prime Plus's failure at any time to call for a deposit of margin shall not constitute a waiver of Washington Prime Plus's rights to do so at any time thereafter, nor shall it create any liability of Washington Prime Plus to the Customer. Washington Prime Plus may increase or decrease applicable margin requirements at any time in its sole and absolute discretion upon notice. Washington Prime Plus shall not be required to pay interest on funds in the Customer's Account except as may be agreed upon in writing from time to time.

11. NETTING PROVISIONS. All foreign currency contracts entered into between the Customer and Washington Prime Plus will be subject to the following netting provisions:

(a) Each foreign currency contract made between the Customer and Washington Prime Plus will immediately, upon its being entered into, be netted with all then existing foreign currency contracts between the Customer and Washington Prime Plus for the same paired currencies having the same delivery date so as to constitute a single foreign currency contract.

(b) Payment Netting. If on any delivery date more than one delivery of a particular currency is to be made between the Customer and Washington Prime Plus pursuant to a foreign currency contract, each party shall aggregate the amounts deliverable by it and only the difference, if any, between these aggregate amounts shall be delivered by the party owing the larger amount to the other party.

(c) Discharge and Termination of Options. Any call option or any put option written by a party will automatically be terminated and discharged, in whole or in part, as applicable, against a call option or a put option, respectively, written by the other party, such termination and discharge to occur automatically upon the payment in full of the premium payable in respect of such options; provided that such termination and discharge may occur only in respect of options: (i) each being with respect to the same put currency and the same call currency; (ii) each having the same expiration date and expiration time; (iii) each being of the same style, i.e. both being American Style options or both being European Style options; (iv) each having the same strike price; and (v) neither of which shall have been exercised by delivery of a notice of exercise. Upon the occurrence of such termination and discharge, neither party shall have any further obligation to the other party in respect of the relevant options or, as the case may be, parts thereof so terminated and discharged. In the case of a partial termination and discharge (i.e., where the relevant options are for different amounts of the currency), the remaining portion of the option that is partially discharged shall continue to be an option for all purposes of this Agreement.

12. CROSS TRADE CONSENT. The Customer hereby acknowledges and agrees that a director, officer, affiliate, associate, employee, bank, bank employee or dealer associated with Washington Prime Plus may be the opposing broker for a trade entered into for the Customer's account and the Customer 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 rules and regulations.

13. SECURITY AGREEMENT. All property of the Customer held by or for Washington Prime Plus, including without limitation foreign currency contracts, cash, securities, letters of credit or other property (each referred to as "Collateral") in the Customer's Account (including all proceeds of such Collateral), is hereby pledged to Washington Prime Plus and shall be subject to a general lien and first priority security interest and right of setoff in Washington Prime Plus's favor to secure any amounts at any time owing from the Customer to Washington Prime Plus. The Customer shall not grant any security interest in the Collateral to any person other than Washington Prime Plus. In the event that the Collateral is at any time insufficient to satisfy the Customer's indebtedness to Washington Prime Plus, the Customer shall pay the deficit within [twenty-four (24) hours] following delivery of Washington Prime Plus's request for payment or as otherwise required by Washington Prime Plus in its sole discretion. If the payment is not made within such time as Washington Prime Plus directs, the Customer shall pay interest on the unpaid indebtedness at the interest rate set forth in Section 3 above, plus service charges and all costs of collection (including without limitation reasonable attorneys' fees). The Customer hereby

Customer's Signature.....Place & Date.....



grants Washington Prime Plus the right to borrow, pledge, repledge, hypothecate, rehypothecate, loan or invest any of the Collateral, including utilizing the Collateral to purchase United States Government Treasury obligations pursuant to repurchase agreements or reverse repurchase agreements with any party (including an affiliate of Washington Prime Plus), in each case without notice to the Customer, and without any obligation to pay or account to the Customer for any interest, income or benefit that may be derived there from except as may be separately agreed in writing.

14. REMEDIES. In the event that (a) The Customer dies or becomes incapacitated; (b) Washington Prime Plus is unable to contact the Customer due to the Customer's unavailability or due to unforeseeable breakdown in communications systems or facilities; (c) The Customer terminates, dissolves, suspends its usual business or any material portion thereof; (d) a petition for insolvency, bankruptcy, assignment for the benefit of creditors or receivership is filed by or against the Customer or the Customer is generally unable to pay debts as they become due (or the Customer admits such inability in writing); (e) The Customer's Account is attached; (f) The Customer fails to perform any material obligation under this Agreement, including without limitation a failure to satisfy any margin call or debit balance in the Account; (g) The Customer fails to provide Washington Prime Plus with any information requested pursuant to this Agreement or the Customer Account Application; or (h) Washington Prime Plus in its discretion reasonably deems it necessary for its protection, Washington Prime Plus shall have the right, in addition to any other remedy available at law or in equity, to (x) apply any Collateral (or sell any such Collateral and apply the proceeds there from) toward amounts payable by the Customer hereunder; (y) cover or close out any position the Customer may have with Washington Prime Plus (including but not limited to whole or partial liquidations of the Customer's Account; buying in property which the Customer's Account may be short; the exercise of any option; or the straddling of existing open positions if they cannot be satisfactorily liquidated because the market is illiquid, or for any other reason); or (z) cancel any or all pending orders, refuse to accept new orders and/or refuse to enter into new contracts with the Customer, all without liability on Washington Prime Plus's part to the Customer or any third party. Any of the above remedies may be taken without demand for Collateral or additional Collateral and without prior notice to the Customer. The above remedies are solely for Washington Prime Plus's protection and any non-resort or partial resort to those remedies shall not relieve the Customer of any of its obligations under this Agreement. Notwithstanding anything to the contrary set forth above, if an event specified in clause (d) of this Section 14 has occurred, then upon the occurrence of such event, all outstanding foreign currency contracts will be deemed to have been automatically terminated as of the time immediately preceding the institution of the relevant proceeding, or the presentation of the relevant petition upon the occurrence with respect to the Customer of such specified event.

15. SALES.

(a) Any sales of Collateral made pursuant to Section 13 hereof may be made according to Washington Prime Plus's good faith judgment and at its commercially reasonable discretion, on or subject to the rules of any market where such business usually is transacted, or at public or private sale, without advertising the same. At any sale Washington Prime Plus may purchase the whole or any part thereof free from any right of redemption, and the Customer shall remain liable for and shall promptly pay Washington Prime Plus the amount of any deficiency. The Customer understands that a prior tender, demand or call of any kind from Washington Prime Plus, or prior notice from Washington Prime Plus of the time and place of such sale, shall not be considered a waiver of Washington Prime Plus's right to sell any foreign currency contract or other Collateral. Failure to act in such circumstances shall not constitute a waiver of Washington Prime Plus's right to do so at any time thereafter, nor shall it impose any liability on Washington Prime Plus nor shall it create a defence for the Customer to any liability to Washington Prime Plus.

(b) Any close-out of foreign currency contracts pursuant to Section 13 shall be accomplished by Washington Prime Plus: (i) closing-out each such foreign currency contract so that each such foreign currency contract is cancelled and calculating settlement amounts equal to the difference between the market value (as determined by Washington Prime Plus in good faith) and contract value of the foreign currency contract or, in the case of options, settlement amounts equal to the current market premium for a comparable option (as determined by Washington Prime Plus in good faith); (ii) discounting each settlement amount then due to present value at the time of close-out (to take into account the period between the date of close-out and the maturity date of the relevant liquidated foreign currency contract using an interest rate equal to Washington Prime Plus's cost of funds as determined by Washington Prime Plus in good faith); (iii) calculating an aggregate settlement payment in an amount equal to the net amount of such discounted settlement amounts as is then due from one party to the other; and (iv) setting off the settlement payments, if any, that Washington Prime Plus owes the Customer as a result of such liquidation and all Collateral held by or for Washington Prime Plus against the settlement payments, if any, that the Customer owes to Washington Prime Plus as a result of such a close-out; so that all such amounts are netted to a single liquidated amount payable by one party to the other party, as appropriate, on the business day following the close out.

16. TRADING LIMITATIONS. Washington Prime Plus will attempt to execute all orders that it may, in its sole discretion, accept from the Customer in accordance with the Customer's instructions received through the Automated systems - «Momentum Dealing Platform» or via telephone to the Trading Desk. The Customer agrees that Washington Prime Plus may, in its sole and absolute discretion, refuse to accept any order from, or enter into any contract with, the Customer, including, but not limited to, in the event Washington Prime Plus believes that the acceptance of the Customer's order, or the entering into of such contract with the Customer, would be in contravention of any rule or law. In addition, Washington Prime Plus may at any time, in its sole and absolute discretion, limit the number or types of positions that the Customer may maintain or acquire with Washington Prime Plus, and the Customer agrees not to exceed such limits. Washington Prime Plus is under no obligation to effect any transaction for the Customer's Account that would create positions in those accounts in excess of the limit Washington Prime Plus has set. If the Customer exceeds position limits imposed by Washington Prime Plus, Washington Prime Plus shall have the right to close out positions in excess of the applicable position limit.

17. SETTLEMENT DATE; ROLLOVERS; DELIVERY. Instructions on the settlement of open foreign currency positions must be



given to Washington Prime Plus at least one (1) business day prior to the applicable settlement date, or as otherwise required by Washington Prime Plus in its sole discretion. Washington Prime Plus shall require payment of amounts due from the Customer to Washington Prime Plus in settlement at least one (1) business day prior to the applicable settlement date, or as otherwise required by Washington Prime Plus in its sole discretion. Washington Prime Plus and the Customer shall exchange, make use of, and periodically update and confirm any standing payment instructions. If instructions, funds and documents are not received by Washington Prime Plus by the specified time and to Washington Prime Plus's satisfaction, Washington Prime Plus may, in its sole discretion and without notice to the Customer, offset the Customer's open positions, roll over the Customer's open positions into the next settlement time period, or make or receive delivery on behalf of the Customer upon any terms and by any methods deemed reasonable by Washington Prime Plus, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over the Customer's open positions may differ on a customer-by-customer basis, in Washington Prime Plus's sole discretion.

18. CONSENT TO LOAN OR PLEDGE. Within the limits of applicable law and regulations, the Customer hereby authorizes Washington Prime Plus to lend either to itself or to others any securities or other property held by Washington Prime Plus in the Customer's margin account together with all attendant rights of ownership, and to use all such property as collateral for our general loans. Any such property, together with all attendant rights of ownership, may be pledged, repledged, hypothecated or rehypothecated either separately or in common with other such property for any amounts due to Washington Prime Plus thereon or for a greater sum, and Washington Prime Plus shall have no obligation to retain a like amount of similar property in our possession and control.

19. NOTICES AND COMMUNICATIONS.

(a) The Customer shall deliver all notices and any other communications to the offices of Washington Prime Plus Inc., 620 Herndon Parkway, Herndon, Virginia, USA via regular mail, express mail, messenger or facsimile only (no electronic mail). The Customer shall make all payments, except with regard to wire transfers as set forth herein, to the foregoing address via regular mail, express mail or messenger. All communications from Washington Prime Plus to the Customer will be sent to the Customer at the electronic mail address or regular mail address (as applicable) indicated by the Customer on the Customer Application Form or to such other electronic mail address or regular mail as the Customer hereafter directs in writing. Confirmations of trades, statements of Account, and any other notices sent to the Customer shall be binding on the Customer for all purposes, unless the Customer calls any error therein to Washington Prime Plus's attention (a) in the case of oral reports of executions, at the time received by the Customer or its agent, and (b) in the case of a written report (whether transmitted by electronic mail, regular mail, or otherwise), prior to opening of trading on the business day next following receipt of the report. Margin calls shall be deemed conclusively correct if not objected to by the Customer by notice to Washington Prime Plus in writing immediately (i.e., no later than [one (1) hour]) after delivery of such margin call. None of these provisions, however, will prevent Washington Prime Plus upon discovery of any error or omission, from correcting it. The parties agree that such errors, whether resulting in profit or loss, will be corrected and the Customer's Account will be credited or debited so that it is in the same position it would have been in if the error had not occurred, it being understood that in no event shall Washington Prime Plus be liable for any consequential or incidental damages arising out of such error. Whenever a correction is made, Washington Prime Plus will promptly make written notification to the Customer. All communications sent to the Customer by Washington Prime Plus to such address, by whatever means, shall be deemed given to the Customer personally whether or not actually received by the Customer, and the Customer hereby waives all claims resulting from failure to receive such communications. In the event that there is a disruption in the ability of Washington Prime Plus to transmit to the Customer any communication by electronic mail, Washington Prime Plus reserves the right to transmit such communications by any means that it deems reasonably appropriate, including by regular mail, express mail, messenger or facsimile.

(b) The Customer agrees to be conclusively responsible for any instruction received electronically that is identified with the Customer's password and Account number and for any electronic, oral and written order or instruction to Washington Prime Plus from persons at Washington Prime Plus, in its sole judgment, believes are apparently authorized by the Customer. If the Customer's Account is titled as a joint account, Washington Prime Plus is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account. Washington Prime Plus shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or not taken by Washington Prime Plus in reliance on any such instructions or on the apparent authority of any such persons.

20. CUSTOMER DOCUMENTS. The Customer represents that the information on the Customer Application Form is true and complete and that the representations in this Agreement and any applicable ancillary documents are accurate and that Washington Prime Plus and its agents are entitled to rely on such information and representations for all purposes, unless Washington Prime Plus receives notice in writing of any change. The Customer shall notify Washington Prime Plus of any material change in such information or representations. To the extent certain ancillary documents are applicable, executed and delivered in connection with this Agreement; any or all such ancillary documents are incorporated herein by reference. In the event any term or provision of any of such ancillary documents should conflict with any term or provision of this Agreement, the terms and provisions of this Agreement shall control and prevail.

21. TERMINATION. This Agreement shall continue in effect until termination, and may be terminated by the Customer at any time when the Customer has no open foreign currency positions and no liabilities held by or owed to Washington Prime Plus, upon the actual receipt by Washington Prime Plus of written notice of termination, or at any time whatsoever by Washington Prime Plus upon the transmittal of written notice of termination to the Customer; 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 the Customer of any obligations arising out of any deficit balance.

22. REPRESENTATIONS. The Customer represents and warrants (which representations and warranties shall remain in effect during the term of this Agreement) that: (a) if a natural person, the Customer is of legal age, under no legal incapacity and is not restricted from entering into this Agreement and effecting purchases and sales of foreign currency contracts by virtue of employment or otherwise; (b) if an entity, the Customer is duly organized and in good standing in the jurisdiction of its formation, and it may lawfully and is duly authorized and empowered to enter into this Agreement and to effect purchases and sales of foreign currency contracts; (c) this Agreement is binding on the Customer and enforceable against the Customer in accordance with its terms; (d) The Customer is in compliance with any applicable registration requirements (or exemptions there from) of the rules and regulations (e) no one other than the Customer has an ownership interest in the Customer's Account with Washington Prime Plus unless such other persons are indicated to Washington Prime Plus in the Customer Application Form; and (f) Washington Prime Plus is entitled to rely upon all actions taken and instructions given by any person with apparent authority to act on the Customer's behalf, and any person specifically designated to act on the Customer's behalf.

23. AUTHORIZATION TO TRANSFER FUNDS. The Customer agrees that Washington Prime Plus may transfer among any and all accounts maintained by the Customer at Washington Prime Plus Customer's funds, securities or other property that may be required to avoid margin calls, satisfy Collateral requirements, reduce debit balances or for any other reason that is not in conflict with applicable law. Washington Prime Plus will confirm any such transfers to the Customer in writing. Washington Prime Plus reserves the right to transfer the Customer's collateral to intermediate brokers, settlement agents or OTC counter parties. In relation to that, the Customer may not give less than 15 working days written notice to Washington Prime Plus to withdraw all or part of the collateral, including any accretion of profits.

24. FUNDS ON DEPOSIT IN NON-U.S. BANKING INSTITUTIONS. The Customer acknowledges that the Customer's funds may be held in accounts denominated in a foreign currency with depositories located outside the United States or its territories if (a) The Customer is domiciled in a foreign country or (b) if the funds are held in connection with contracts priced and settled in a foreign currency. Such accounts are subject to the risk that events could occur which would hinder or prevent the availability of these funds for distribution to the Customer. Such accounts may also be subject to foreign currency exchange rate risks. The Customer authorizes the deposit of funds into such foreign depositories. In order to avoid the possible dilution of other customer funds, if Customer has funds held outside the United States, the Customer further agrees that claims based on such funds will be subordinated in the unlikely event both of the following conditions are met: (1) Customer's broker is placed in receivership or bankruptcy; and (2) there are insufficient funds available for distribution denominated in the foreign currency as to which the Customer has a claim to satisfy all claims against those funds. The Customer agrees that if both of the conditions listed above occur, the Customer's claim against Washington Prime Plus assets attributable to funds held overseas in a particular foreign currency may be satisfied out of segregated customer funds held in accounts denominated in dollars or other foreign currencies only after each customer whose funds are held in dollars or in such other foreign currencies received its pro-rata portion of such funds. The Customer further agrees that in no event may a customer whose funds are held overseas receive more than its pro-rata share of the aggregate pool of funds held in dollars, fund held in a particular foreign currency, and non-segregated assets of Washington Prime Plus.

25. SPECIAL PROVISIONS FOR MANAGED ACCOUNTS AND INTRODUCED ACCOUNTS. If the Customer's Account is being managed by a trading advisor or is introduced to Washington Prime Plus, the Customer acknowledges and agrees that Washington Prime Plus is responsible only for acting as counter party to the Customer for transactions in the Customer's Account and that Washington Prime Plus has no responsibilities, or obligations regarding any conduct, action, representation or statement of any such persons in connection with the Customer's Account or any transactions therein. The Customer understands that Washington Prime Plus makes no warranties nor representations concerning such trading advisor or introducing broker, that Washington Prime Plus shall not be responsible for any loss to the Customer occasioned by the actions of such trading advisor or introducing broker and that Washington Prime Plus does not, by implication or otherwise, endorse or approve of the operating methods of such trading advisor or introducing broker. The Customer further acknowledges and agrees that: (i) any trading advisor or introducing broker acts as an independent intermediary for the Customer; (ii) unless the Customer has been expressly advised otherwise in writing by Washington Prime Plus, no such person is an affiliate, employee or agent of Washington Prime Plus; and (iii) no such person is authorized to make any representations concerning Washington Prime Plus or the services to be provided by Washington Prime Plus hereunder except as may be expressly authorized in writing by Washington Prime Plus. If a trading advisor manages the Customer's Account or if an introducing broker introduces the Customer to Washington Prime Plus, Washington Prime Plus (i) may compensate such persons from the assets of Washington Prime Plus or (ii) may deduct directly from the Customer's Account compensation payable to such persons. In case of the event that a trading advisor manages the Customer's Account, the Customer has delivered to Washington Prime Plus a copy of such trading advisor's written trading authorization or the Customer's acknowledgment of such authorization, in a form acceptable to Washington Prime Plus.

26. INTELLECTUAL PROPERTY AND CONFIDENTIALITY. All copyright, trademark, trade secret and other intellectual property rights in the Automated systems - «Momentum Dealing Platform» shall remain at all times the sole and exclusive property of Washington Prime Plus and the Customers shall have no right or interest in the Automated systems - «Momentum Dealing Platform» except for the right to access and use certain of the Automated systems - «Momentum Dealing Platform» as specified herein. The Customer acknowledges that the Automated systems - «Momentum Dealing Platform» are confidential to Washington Prime Plus and have been developed through the expenditure of substantial skill, time, effort and money. The Customer will protect the confidentiality of the Automated systems - «Momentum Dealing Platform» by allowing access to the Automated systems - «Momentum Dealing



Platform» only by its employees and agents on a need to access basis and will not disclose the Customer's password and Account number to any third party. The Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Automated systems - «Momentum Dealing Platform». The Customer will not copy, modify, de compile, reverse engineer, make derivative works of the Automated systems - «Momentum Dealing Platform» or in the manner in which they operate.

27. FINANCIAL INFORMATION. The Customer shall provide to Washington Prime Plus such financial information regarding the Customer as Washington Prime Plus may from time to time reasonably request. The Customer agrees to notify Washington Prime Plus immediately (and no later than one (1) business day) of any material adverse change in its financial condition. Washington Prime Plus is authorized at any time to make inquiries, including with the Customer's banks or any credit agency, for purposes of verifying information contained on the Customer Application Form or otherwise supplied to Washington Prime Plus.

28. INACTIVE ACCOUNTS. The Customer acknowledges that Washington Prime Plus may routinely place Accounts in which there is no trading activity on Inactive status and the Customer agrees to provide whatever information and execute such additional documentation that Washington Prime Plus may reasonably require upon the Customer's request to reactivate such inactive Account.

29. BINDING EFFECT OF AGREEMENT. The Customer hereby ratifies all transactions with Washington Prime Plus effected prior to the date of this Agreement, and agrees that the rights and obligations of the Customer in respect thereto shall be governed by the terms of this Agreement. The Customer may only assign this Agreement with the prior written consent of Washington Prime Plus. Washington Prime Plus shall have the right upon notice to the Customer to transfer or assign this Agreement (and thereby the Account) to any affiliated or successor entity in its sole and absolute discretion without obtaining the consent of the Customer. This Agreement shall be binding upon and inure to the benefit of Washington Prime Plus and its successors and assigns, and the Customer's personal representatives and permitted successors and assigns.

30. MODIFICATIONS. Except as provided in Section 2, no change in or waiver of any provision of this Agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and signed by the party intended to be bound. No agreement or understanding of any kind shall be binding upon Washington Prime Plus unless it is in writing and signed by an authorized officer of Washington Prime Plus.

31. Governing Law; Limitation On Actions; Waiver of Jury Trial.
(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, without regard to principles of choice of law.
(b) No judicial, administrative, arbitration or reparations proceeding may be commenced by either party to this Agreement more than one (1) year after any claim arises, directly or indirectly, out of this Agreement or the transactions contemplated thereby
(b)The customer hereby waives a trial by jury in any action arising out of or relating to this agreement or any transaction in connection herewith.

32. Consent to Jurisdiction.
(a) All actions, disputes, claims or proceedings, including, but not limited to, any arbitration proceeding, arising directly or indirectly in connection with, out of or related to or from this agreement, any other agreement between the customer and Washington Prime Plus or any orders entered or transactions effected for the customer's accounts whether or not initiated by Washington Prime Plus shall be adjudicated only in courts or other dispute resolution forums whose sit us is within the count, city and state of Virginia and the Customer hereby specifically consents and submits to the jurisdiction of any state or Federal Court or arbitration proceedings located within the county, city and state of Virginia.
(b) The Customer waives any claim the Customer may have that (i) the Customer is not personally subject to the jurisdiction of any state or Federal Court or arbitration proceedings located within the state of Virginia, (ii) the Customer is immune from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to the Customer or the Customer's property, (iii) any such suit, action or proceedings is brought in an inconvenient forum, (iv) the venue of any such suit, action or proceeding is improper or (v) this consent or the Customer Agreement between the Customer and Washington Prime Plus may not be enforced in or by such court or arbitration proceeding.

33. HEADINGS. The headings of each provision are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each provision.

34. ACCEPTANCE OF AGREEMENT. This Agreement shall constitute an effective contract between Washington Prime Plus and the Customer upon acceptance and execution by an authorized officer of Washington Prime Plus.

35. ENGLISH AS THE PRINCIPAL LANGUAGE. This Agreement may be translated into other languages but, in the event of any inconsistency or ambiguity as to the meaning of any word or phrase in any such translation, the English text shall prevail.

Client's Name:
Client's Signature:
Date: