

Currensee Inc. IB Customer Agreement

This IB Customer Agreement (“**Agreement**”) sets forth the terms and conditions pursuant to which Currensee Inc. (“**IB**”) will provide introducing broker services to the undersigned (“**Customer**”) with respect to Customer’s trading of over-the-counter spot contracts (including rolling spot), forward contracts or option contracts in foreign currencies (“**Forex**”) with one or more forex dealers, as set forth below. The parties have entered into this Agreement in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges.

1. Effectiveness. This Agreement becomes effective only upon acceptance by IB.
2. IB Services. IB will introduce Customer to one or more forex dealers with which Customer may decide to open a Forex trading account. IB shall be Customer’s introducing broker with respect to each forex dealer with which Customer opens a Forex trading account as a result of IB’s introduction (“**Forex Dealer**”), whether the introduction is via Customer’s use of a hyperlink from the Currensee website www.currensee.com or by other means. IB may also from time to time provide one or more of the following services to Customer, along with such other services as it may generally make available to its IB customers (such services, along with providing introductions to forex dealers, are called the “**Base Services**”):
 - a. IB may assist Customer in evaluating one or more forex dealers, including a comparison of the different services they may offer, to assist Customer in making its decision where to open a Forex trading account or whether to make any changes to where Customer has its Forex trading account. Notwithstanding IB’s advice, Customer is solely responsible for selecting the Forex Dealer or Dealers through which Customer will trade Forex using IB as its introducing broker and for making any changes to the forex dealer where it trades Forex.
 - b. IB may assist Customer in discussions with the Forex Dealer in an effort to help Customer resolve any issues or questions that Customer may have with respect to Customer’s trading account or services that the Forex Dealer performs for Customer, it being expressly understood, however, that IB will not and has no obligation to pursue on Customer’s behalf or assist Customer in pursuing any legal claim or action that Customer may believe it has against a Forex Dealer or any other party.
3. Additional Specialized Services. IB may from time to time offer certain specialized Forex-related products or services to its IB customers (“**Specialized Services**”), such as IB’s Trade Leader Investment program. If Customer decides to purchase any Specialized Service, Customer understands that the terms of use regarding such service, including any associated fees, will be set forth in a separate agreement between IB and customer, which will be subject to the terms of this Agreement.
4. IB Fees and Compensation. Customer agrees and acknowledges that, as compensation for the Base Services, IB will receive a fee from each Forex Dealer for each Forex transaction

that Customer executes with the Forex Dealer, which the Forex Dealer will pay out of the spread it receives. IB does not charge, and the Forex Dealer is not authorized to charge or collect on IB's behalf, any separate transaction based fee or commission or other fee, except as may be provided in any agreement between Customer and IB for Specialized Service. IB will be entitled to receive fees and compensation for any Specialized Service that Customer may use in accordance with the agreement for such Specialized Service.

5. Customer Responsibility for Decisions. Customer agrees and acknowledges that IB makes no representations or warranties concerning, and does not, by implication or otherwise, endorse or approve the services or operating methods of, any forex dealer. Customer further agrees and acknowledges that IB may recommend different forex dealers to different customers, based on a customer's trading style, interest in particular services or a particular trading platform, or other factors. Customer is solely responsible for making any decision to open a trading account with any forex dealer or terminating any relationship with a forex dealer, regardless whether Customer relies on the advice of the IB in making any such decision. IB has no discretionary authority, power or control over any decisions made by or on behalf of Customer with respect to trading of Forex or the forex dealer to use. Customer further agrees that IB is not responsible for any trading losses that Customer may incur or any other losses that Customer may incur due to the actions of any Forex Dealer or any other third party.

6. Relationship to Forex Dealer. IB is not a party to any agreement between Customer and the Forex Dealer or to any other account opening documents that the Forex Dealer may require of Customer to open a forex trading account, which are solely between Customer and the Forex Dealer. IB is not responsible for performing or ensuring any Forex Dealer's performance of any services for or with respect to Customer's Forex trading account with such Forex Dealer. Without limiting the generality of the foregoing statements, this means that IB will not execute orders in any Forex account of Customer or clear or settle any trades in such account. IB is not a branch office or an agent of the Forex Dealer, or any forex dealer, and it is not responsible for supervising any conduct of the Forex Dealer, or any forex dealer, or their officers, employees or agents. No forex dealer may make any representation or agreement on behalf of or in the name of IB without IB's prior consent.

7. Reliance on Customer Instructions; Recordings. IB may rely upon any instructions, notices or communications, whether oral or in writing (via electronic transmission, facsimile or otherwise), that IB reasonably believes are made by Customer or an individual authorized to act on behalf of Customer, and Customer agrees that it is bound by any such instruction, notice or communication. Customer waives any defense that any such instruction, notice or communication was not in writing. Customer agrees that IB, in its discretion, may record any telephone conversation between IB and Customer, and consents to such recordings. Customer further agrees to the use of such recordings and transcripts thereof as evidence, subject to proper authentication, by either party in any dispute or proceeding that may arise involving Customer and IB and in any other proceeding to which the IB is a party or in which its records are subpoenaed. Customer agrees and acknowledges that IB has no obligation to retain or preserve any tapes of such recordings.

8. Customer Risk Disclosure and Acknowledgement. Customer acknowledges that it understands the speculative nature of and high risks associated with Forex trading. Customer acknowledges that it has read and understands the Forex Risk Disclosure Statement attached to this Agreement.

9. Reliance on Customer Information. Customer represents that any information it provides to IB as requested from time to time by IB is complete and accurate, and that IB may rely upon the completeness and accuracy thereof.

10. Currensee Social Trader Network. IB offers a social trader network ("**Social Network**") through its website to IB customers and other Forex traders who register to become members of the Social Network. Customer acknowledges that the Social Network is separate and distinct from the introducing broker services that IB offers, except that IB may from time to time market Specialized Services to IB customers on sections of its website generally accessible to members of the Social Network. If Customer participates in the Social Network or otherwise uses IB's website, Customer agrees to abide by the Currensee Website Terms of Use and all related policies of IB (collectively, the "**Website Terms of Use**"), as in effect from time to time.

11. Customer Representations. Customer represents and warrants that, if Customer is an individual: (a) Customer is of sound mind, legal age and legal competence; and (b) Customer has previously traded Forex and has determined that Forex trading is suitable for Customer. Customer further represents and warrants that it has the authority to sign the Agreement and the terms of this Agreement are binding on and enforceable against Customer.

12. No Guarantees. Customer acknowledges that neither IB nor any representative of IB makes or has made any guarantee that Customer's Forex trading will be profitable or free from loss, and that Customer has not entered into this Agreement or opened any Forex trading account in consideration of or in reliance upon any such guarantee or similar representation. Customer is responsible for trading results in Customer's account and neither IB nor any representative of IB is liable for any losses, costs or expenses that Customer may incur trading Forex,

13. Applicable Law. IB's provision of introducing broker services under this Agreement is subject to applicable governmental laws and rules, regulations, rulings and interpretations of any governmental agency thereunder, including the Commodity Futures Trading Commission ("**CFTC**"), and the constitution, by-laws, rules, regulations, rulings and interpretations of the National Futures Association ("**NFA**") or any other self-regulatory organization having jurisdiction over IB (collectively, "**Applicable Law**"). IB shall not be liable to Customer as a result of any action taken by IB or its agent to comply with any Applicable Law. Customer will comply with Applicable Law with respect to Customer's Forex activities.

14. Additional Customer Acknowledgments. Customer agrees and acknowledges that IB and its officers, directors, employees, agents and affiliates may take or hold positions in, or advise other customers concerning, Forex which are the subject of advice from the IB to Customer. The positions and advice of the IB and its officers, directors, employees and affiliates

may be inconsistent with or contrary to positions of, and the advice given by, the IB to Customer.

15. Termination. This Agreement will remain in effect until terminated. Either party may terminate this Agreement for any reason by providing thirty (30) days prior written notice of termination to the other party. IB may terminate this Agreement for cause effective immediately upon written notice of termination to Customer in the event of any breach of this Agreement by Customer. The following terms of this Agreement shall survive any termination of this Agreement: Section 4 (to the extent provided therein), Section 13 and Sections 16 through 23 and any other provision hereof applicable under the circumstances.

16. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT IB IS NOT LIABLE TO CUSTOMER FOR ANY LOSSES, DAMAGES OR COSTS (INCLUDING PENALTIES OR FINES) SUSTAINED OR INCURRED BY CUSTOMER, OTHER THAN AS A RESULT OF IB'S WILLFUL MISCONDUCT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IB SHALL NOT BE LIABLE TO CUSTOMER HEREUNDER OR UNDER THE AGREEMENT FOR ANY SPECIALIZED SERVICE IN CONNECTION WITH: (A) THE CONDUCT OR PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS BY ANY FOREX DEALER OR OTHER THIRD PARTY; (B) ANY RECOMMENDATION OR ADVICE MADE OR GIVEN BY IB; (C) IB'S RELIANCE ON ANY INSTRUCTIONS, NOTICES OR COMMUNICATIONS (WHETHER PROVIDED ORALLY OR IN WRITING VIA ELECTRONIC TRANSMISSION, FACSIMILE OR OTHERWISE) THAT IB REASONABLY BELIEVES TO BE GIVEN BY CUSTOMER OR AN INDIVIDUAL AUTHORIZED TO ACT ON BEHALF OF CUSTOMER; (D) ACTIONS TAKEN BY IB OR ITS REPRESENTATIVE TO COMPLY WITH APPLICABLE LAW; (E) ANY UNSCHEDULED CLOSURE OF A FOREX DEALER'S TRADING PLATFORM OR DELAYS IN THE TRANSMISSION OF ORDERS TO A FOREX DEALER DUE TO TEMPORARY DISRUPTIONS, BREAKDOWNS OR FAILURES OF TRANSMISSION OR COMMUNICATION FACILITIES, TRADING PLATFORMS OR OTHER SYSTEMS, IT BEING UNDERSTOOD THAT CUSTOMER'S ABILITY TO RECOVER LOSSES DUE TO DISRUPTION OR FAILURE OF A SYSTEM MAY BE SUBJECT TO LIMITS OF LIABILITY IMPOSED BY THE SYSTEM PROVIDER, FOREX DEALER OR OTHER THIRD PARTY; (F) ANY TRADING LOSSES THAT CUSTOMER MAY INCUR TRADING FOREX; OR (G) ANY ACTS OR OMISSIONS OF INDIVIDUALS WHO ARE NOT EMPLOYED BY IB. IN NO EVENT SHALL IB BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR FOR TOTAL DAMAGES HEREUNDER IN EXCESS OF \$1,000.

17. Notices. Any notice required or permitted to be given under this Agreement or any Agreement for Specialized Services may be sent to the other party electronically by email or facsimile, or by mail or courier. Any notice sent electronically will be deemed given when transmitted. Any notice sent by mail will be deemed given five (5) days after being placed in the mail, unless otherwise specified herein. Any notice sent by courier will be deemed given upon delivery to the recipient's address. IB will send notices to Customer to Customer's address as then currently on file with IB. Customer will send notices to IB to the following address or to such other address as IB may designate to Customer in writing:

Currensee Inc,
77 N. Washington St
Boston, MA, 02114
FAX - +1.617.507.0066

18. Indemnification. Customer agrees to indemnify and hold the IB, its affiliates, and their respective officers, owners, employees, agents, successors and assigns harmless from and against any and all losses, damages, costs (including reasonable attorney's fees), penalties or fines sustained or incurred by IB arising directly or indirectly out of Customer's breach (including any representation by Customer being untrue and incorrect or Customer's violation of Applicable Law) of this Agreement, the Website Terms of Use or the agreement for any Specialized Service purchased by Customer.

19. Entire Agreement. This Agreement, together with the Website Terms of Use and other documents referenced herein, contain the entire agreement between the parties, and supersede any prior agreement between the parties, with respect to the subject matter hereof.

20. No Waiver or Amendment. No provision of this Agreement or any agreement between Customer and IB for Specialized Services may be waived or amended except in writing signed by both Customer and an authorized officer of the IB. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or any failure by the IB or its representatives to assert its rights (including the right to terminate this Agreement for cause) under this Agreement on any occasion or series of occasions.

21. Rights and Remedies Cumulative. All rights and remedies arising under this Agreement and any agreement between Customer and IB for Specialized Services are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

22. Governing Law; Jurisdiction; Disputes.

a. The interpretation and enforcement of this Agreement, along with the Website Terms of Use and other documents referenced and any agreement between Customer and IB for Specialized Services) and the rights, obligations and remedies of the parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles.

b. Subject to Customer's right to bring action in a venue provided by the NFA or the CFTC, each party agrees that any legal action, suit or proceeding relating to this Agreement shall be brought in federal or state court located in Boston, Massachusetts. Each party consents to the service of process by the mailing to it of copies of such court filing by certified mail to such party, such service to be effective ten days after mailing. To find out more about the venues provided by the NFA and CFTC, go to www.nfa.futures.org or www.cftc.gov.

c. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF PROCEEDINGS RELATING TO THIS AGREEMENT, THE WEBSITE TERMS OF USE OR ANY OTHER DOCUMENT REFERENCED HEREIN OR ANY AGREEMENT BETWEEN CUSTOMER AND IB FOR SPECIALIZED SERVICES,.

d. Any claim or action by Customer against IB must be filed by Customer within two years of the act or omission giving rise to the alleged claim or action. Customer agrees to reimburse the IB if the IB is the prevailing party in any dispute with Customer.

23. Headings; Construction. The section headings in this Agreement and any agreement between Customer and IB for Specialized Services are for convenience of reference only and shall not be deemed to interpret or modify the provisions of this Agreement. Terms used in the singular include the plural and vice versa and references to the masculine, feminine or neuter gender includes each other gender, unless the context expresses a clear contrary intention. Use of the term "including" is by way of example and not limitation.

Customer hereby agrees to the terms of this Agreement.

FOREX RISK DISCLOSURE
ATTACHMENT TO CURRENSEE INC. IB CUSTOMER AGREEMENT

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

BECAUSE OF THE LEVERAGE AND THE 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, commissions, 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 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 the 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 SINCE THE 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 commission merchant or retail foreign exchange dealer may compensate introducing brokers 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 in 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.