

Corporate Account Application (For Asia excluding Singapore)

Instructions for completing your CitiFX Pro application

1 Submitting your application

- a) Review the application information. The full application consists of the corporate account application form, Corporate Resolutions, Authorized Dealer Form and Client Agreement. The noted officers must sign and date the bottom of pages 4, 5, 6, 7,8 or 9 (as appropriate) and 23.
- b) Send by fax +852 2501 3009 or e-mail hk-enquiries@citifxpro.com, copies or scans of the following documents:
- i. Pages 2-7,8 or 9 (as appropriate) and 23
 - ii. Certified true copies of corporate documentation, such as the Articles and Memorandum of Association, By-Laws or Operating Agreement, as well as Certificate of Incorporation, any Certificate of Change of Name or Certificate of Business Registration containing the following information:
 - Legal entity name
 - Legal address
 - Registration number
 - Date of registration
 - Expiration date (if any)
 - Signatory rules
 - Nature of business (e.g. business license, audited financial statements, etc.)
 - iii. At least two directors, including the managing director, all principal shareholders* and all authorized signatories must submit copies or scans of the following supporting documents:
 - Valid government-issued identification card (either permanent ID card or passport)
 - Proof of residency issued in their name within the previous 3 months (i.e. bank statement, rates bill or utility bill and proof of permanent address (if different))
 - Information about the individual's occupation or business (e.g., name and address of employer)
- * Principal shareholder means persons ultimately entitled to exercise, or control the exercise of, 10% or more of the voting rights in the corporation
- c) Send your original signed account opening form via mail to:

CitiFX Pro
Department 1218
50th Floor, Citibank Tower
Citibank Plaza
3 Garden Road
Central
Hong Kong

2 Approval and Activation

U.S. corporations are required to provide a Form W-9(Page 9), which has been duly executed by an authorized representative. By definition, a corporation is treated as an exempt U.S. person if it is domiciled in the U.S.; i.e., duly incorporated under the business laws of a state within the U.S.

Please note that we must receive your original signed account opening form via mail within three (3) weeks of account activation, otherwise your account may be de-activated.

If you have any questions, please contact us at +852 5808 0955 or hk-enquiries@citifxpro.com.

To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify and record information that identifies each business or entity that opens an account or established a relationship. What this means for you: when you open an account or establish a relationship, we will ask for your street address and a tax identification number, that Federal law requires us to obtain. We appreciate your cooperation.

Corporate Account Application

Fields marked with an asterisk (*) are mandatory.

Account Details

* Account currency: (select one) HKD USD EUR GBP JPY

Client Information

* Legal entity name: (no abbreviations)

* Legal entity type: Hedge Fund Commodity Trading Advisor Bank Broker Dealer Other:

* Registered number:

* Is the legal entity a U.S. corporation? Yes No

Tax identification number (U.S. persons only):

* Main business address

* Registered address

If the same as main address, please check this box

* Street address: _____

* City: _____

State: _____

Zip/Postal code: _____

* Country: _____

* Phone number: _____

Fax number: _____

* E-mail address: _____

* Main contact person: _____

* Title: _____

* Is the legal entity publicly traded? Yes No

(Subsidiaries and affiliates of public companies should check "no")

If yes, provide ticker symbol:

... and state the exchange:

* Is the legal entity acting as an intermediary for their customers? Yes No

* Is the legally entity registered with a government agency (e.g., SFC, HKMA, FSA, SEC or CFTC)? Yes No

If yes, which agency?

Corporate Account Application

Fields marked with an asterisk (*) are mandatory.

Ownership

Please list names of all the principal shareholders (persons ultimately entitled to exercise, or control the exercise of, 10% of more of the voting rights in the corporation): (Not applicable to corporations listed on a recognised stock exchange, state-owned enterprises and regulated financial institutions in FATF member countries)

* Family name:	* Given name:	* Position held:	* Country:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* Is the entity controlled by a government? Yes No
(Control is defined as a 25% ownership or greater, or control over management decisions)

If yes, by which government?

Corporate Disclosure

* CEO: _____

* Chairman: _____

* President: _____

* CFO: _____

* Secretary / treasurer: _____

* Directors: _____

Citi Relationship

* Do you have an account with any company within Citi? Yes No

If yes, please provide details including: name of Citi company, account number and relationship manager:

Corporate Account Application

How Did You Hear About Us?

Internet:

- Search engine
- Advertisement on financial website
- Advertisement on other website
- Blog
- Other

Print:

- Trader publication
- Financial publication
- Non-financial publication
- Other

Other:

- Personal reference
- Seminar
- TV / Radio
- Other

If you were referred by a Financial Advisor / Broker, please provide name and details:

Authorized Signatories

Signature 1	Date	Print Name	Title	ID/Passport number
Signature 2	Date	Print Name	Title	ID/Passport number

Nationality Information

* Are you a U.S. citizen or do you hold a U.S. green card? Authorized Signatory 1 Yes No Authorized Signatory 2 Yes No

If yes, please provide your U.S. social security number _____

Applicants who respond "Yes" to this question will need to complete the Form W9 on page 9. Other applicants will need to complete Form W8 on page 8. (or vice versa)

Corporate Resolutions Authorizing Foreign Exchange Trading

Corporations (whether for profit, non-profit, municipal or otherwise), foundations, partnerships and other Counterparties which have a governing body (for example, a Board of Directors) are required to have such governing body adopt the resolutions set forth below authorizing trading of Foreign Exchange on margin and to submit to Citi the Secretary's or Assistant Secretary's Certificate set forth below certifying as to such resolutions.

Alternatively, Counterparties may use their own form of authorizing resolution if acceptable to Citi.

**CERTIFICATE OF THE ADOPTION OF RESOLUTIONS
AUTHORIZING TRANSACTIONS IN FOREIGN EXCHANGE CONTRACTS,
WITH CITIBANK N.A. AND ITS AFFILIATES**

I, _____, of _____, a _____ duly organized and existing under the laws of _____ ("this Counterparty") hereby certify that at a meeting of the _____ of this Counterparty, duly held on the _____ day of _____, _____, at which a quorum was present and acting throughout, the following Resolution was duly adopted and is still in full force and effect:

"RESOLVED THAT:

We hereby authorize this Counterparty to establish and maintain one or more accounts with Citibank N.A. (hereinafter called the "FX Dealer") for the purpose of purchasing, selling, and trading in all foreign exchange transactions, including non-deliverable transactions, on margin or otherwise, to pay to FX Dealer all fees, if any, that may be incurred as a result of such trading, and to transfer, deposit, and withdraw such cash, securities or other property that FX Dealer may require to margin such transactions.

We hereby further authorize any of the officers of this Counterparty whose names and titles are set forth immediately below to open such accounts with FX Dealer, to execute such account agreements, forms, and contracts between this Counterparty and FX Dealer as required in connection with establishing and maintaining such accounts, to perform all terms and provisions of such agreements, forms, and contracts, and to obligate this Counterparty on its obligations with respect thereto:

We hereby further authorize this Counterparty's Authorized Dealers, whose names and titles are set forth on the attached Authorized Dealer Form, and such other individuals as any of the officers listed above may designate from time to time in writing, acting singly, to act on behalf of this Counterparty in trading the instruments described herein to the full extent authorized above and to execute any and all contracts, agreements, acknowledgments, documents and instruments and take all such actions as may be necessary or appropriate in order to give full effect to this resolution."

I further certify that the foregoing resolution is authorized by the governing instruments of this Counterparty, that no limitation has been otherwise imposed upon such authority, and that I have been duly authorized to make this certificate on behalf of this Counterparty.

By: _____, Secretary / Assistant Secretary



Authorized Dealer Form

To:
CitiFX Pro
Department 1218
50th Floor, Citibank Tower
Citibank Plaza
3 Garden Road
Central
Hong Kong

Please fill out this form, then sign it and return with the attention "CitiFX Pro Account Management" to the fax number or e-mail address below.

Fax
+852 3009 3614

e-mail
hk-enquiries@citifxpro.com

Legal entity name: _____ | Account number (if previously opened): _____

List of Authorized Dealers

The following persons are employees of the above-mentioned company and are hereby authorized by the above mentioned company to execute trades on our behalf.

Please note that User ID will be provided by CitiFX Pro.

Name and Title	User ID	Requested Password (4-10 characters)	E-mail address
	Provided by CitiFX Pro		
	Provided by CitiFX Pro		
	Provided by CitiFX Pro		
	Provided by CitiFX Pro		
	Provided by CitiFX Pro		
	Provided by CitiFX Pro		
	Provided by CitiFX Pro		

Please add an additional sheet if necessary.

These instructions effectively replace all previous instructions issued.

Authorized Signatories

Signature	Date	Print Name	Title
Signature	Date	Print Name	Title

Authorized Viewer Form

To:
 CitiFX Pro
 Department 1218
 50th Floor, Citibank Tower
 Citibank Plaza
 3 Garden Road
 Central
 Hong Kong

Please fill out this form, then sign it and return with the attention "CitiFX Pro Account Management" to the fax number or e-mail address below.

Fax
 +852 3009 3614

e-mail
 hk-enquiries@citifxpro.com

Legal entity name: _____ | Account number (if previously opened): _____

List of Authorized Viewers

The following persons are employees of the above-mentioned company and are hereby authorized by the above mentioned company to access CitiFX Pro Back Office Report Facility at <https://www.onlinewebconnect.com> but not to execute trades on our behalf.

Please note that User ID will be provided by CitiFX Pro.

Name and Title	User ID	Requested Password (4-10 characters)	E-mail address
	Provided by CitiFX Pro		
	Provided by CitiFX Pro		
	Provided by CitiFX Pro		
	Provided by CitiFX Pro		
	Provided by CitiFX Pro		
	Provided by CitiFX Pro		
	Provided by CitiFX Pro		

Please add an additional sheet if necessary.

These instructions effectively replace all previous instructions issued.

Authorized Signatories

Signature	Date	Print Name	Title
Signature	Date	Print Name	Title

Form **W-8BEN**
(Rev. February 2006)

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

OMB No. 1545-1621

Department of the Treasury
Internal Revenue Service

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

Do not use this form for:

Instead, use Form:

- A U.S. citizen or other U.S. person, including a resident alien individual W-9
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) W-8ECI or W-8EXP

Note: These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary W-8IMY

Note: See instructions for additional exceptions.

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner		2 Country of incorporation or organization	
3 Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation			
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.			
City or town, state or province. Include postal code where appropriate.		Country (do not abbreviate)	
5 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.		Country (do not abbreviate)	
6 U.S. taxpayer identification number, if required (see instructions) <input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN		7 Foreign tax identifying number, if any (optional)	
8 Reference number(s) (see instructions)			

Part II Claim of Tax Treaty Benefits (if applicable)

9 I certify that (check all that apply):

- a The beneficial owner is a resident of within the meaning of the income tax treaty between the United States and that country.
- b If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article of the treaty identified on line 9a above to claim a % rate of withholding on (specify type of income):
 Explain the reasons the beneficial owner meets the terms of the treaty article:

Part III Notional Principal Contracts

11 I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- 1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
 - 2 The beneficial owner is not a U.S. person,
 - 3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and
 - 4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here

..... Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY) Capacity in which acting
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Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

Risk Disclosure Statement

CITIFX PRO FOREIGN CURRENCY ACCESS AND TRADING ACCOUNT RISK DISCLOSURE STATEMENT

In consideration of Citibank, N.A. or any of its affiliates ("Citi") agreeing to enter into over-the-counter ("OTC") foreign currency contracts with you, you acknowledge, understand and agree that:

Trading Is Speculative and Involves a High Degree of Risk. Trading in OTC foreign currency contracts is speculative and involves a high degree of risk. In particular, because your foreign currency trading will be conducted by use of margin (which covers only a small percentage of the value of the foreign currency traded), price changes in OTC foreign currency contracts may result in significant losses, which losses may under some circumstances substantially exceed the funds you may transfer to Citi as margin. Therefore, foreign currency contracts are appropriate only for persons that (a) understand and are willing to assume the economic, legal and other risks involved in such transactions, and (b) are financially able to withstand losses significantly in excess of their initial margin funds and any additional funds transferred to Citi to maintain their positions.

Currency Risks. Foreign currencies represent the legal tender of one or more foreign nations and normally are not linked to any intrinsically valuable commodity (such as precious metals). Any transaction involving foreign currencies, including OTC foreign currency contracts, involves risks not common to investments denominated entirely in a person's domestic currency. Such enhanced risks include (but are not limited to) the risks of political or economic policy changes in a foreign nation, which may substantially and permanently alter the conditions, terms, marketability or price of a foreign currency. The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will also be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

Effect of Spreads and Interest Charges. Prices quoted to you by Citi will include a spread, mark-up, or mark-down when compared to prices that Citi may receive or expect to receive in covering its transactions with you in the interbank market or with another party. While dealing spreads are common in the foreign exchange markets, the total impact of spreads may be significant in relation to the size of the margin you post and may make it more difficult for you to realize a profit from your trading. In addition, in connection with the automatic roll of spot foreign exchange transactions that you do not close out, Citi may impose an interest charge. You should carefully consider the effect of such interest charges along with spreads, mark-ups, or mark-downs on your ability to profit from trading.

Risk Reducing Orders or Strategies. The placing of certain orders (e.g., 'stop-loss' or 'stop-limit' orders) that are intended to limit losses to certain amounts may not always be effective because market conditions or technological limitations may make it impossible to execute such orders.

Obligation to Maintain Required Margin. Citi's margin policies require you to maintain at all times such margin as Citi, in its sole discretion, may from time to time request. Citi will exercise considerable discretion in setting and collecting margin. Without limiting the foregoing, you understand that, if the amount of margin credited in respect of your Account (as defined in the Foreign Currency Access and Trading Agreement) falls below the maintenance margin level established by Citi for trading on CitiFX Pro (which will be specified as a percentage of your initial margin requirement in regard to each currency pair available for trading), Citi will call for additional margin to be transferred to it in respect of the Account. Unless otherwise specified by Citi, you will be required to meet the margin call no later than the close of business on the day such request is received. Further, if you fail to provide additional margin within the time required by Citi, Citi may liquidate any or all of your open positions and you will be responsible for all losses resulting from such liquidation.

Margin Transfers. All funds you transfer for margin will be held by Citi with the funds of other CitiFX Pro customers. All benefits associated with such omnibus accounts, including any interest accruing on the funds held therein, will be retained exclusively by Citi. Margin funds transferred to Citi to support your FX trading activities do not currently benefit from protection under the Deposit Protection Scheme in Hong Kong and the repayment of such funds is not guaranteed by the Hong Kong SAR Government's Exchange Fund. Funds transferred to an account of Citi in the United Kingdom do not currently benefit from protection under the Financial Services Compensation Scheme or any other deposit protection or guarantee scheme in operation in the United Kingdom. US Dollar margin funds transferred by you in connection with CitiFX Pro are held in an account with Citibank NA in the US and are insured by FDIC at the level at this time offered by its general deposit insurance rules. This level is currently US\$250,000 per account holder, valid until December 31, 2013. After such date, current applicable regulations provide that such level per account holder will be US\$100,000. Non-US Dollar amounts (EUR, GBP, JPY and HKD) are held outside the US and are not FDIC insured and may not benefit from protection under relevant local deposit protection schemes.

Risk Disclosure Statement

Prices and Valuations Are Set By Citi and May Be Different from Prices Reported Elsewhere. Citi will provide prices to be used in trading and valuing your positions. Although Citi expects that these prices will be reasonably related to prices available in the interbank market, prices reported by Citi may vary from prices available to other participants in the interbank market. Citi is authorized to convert funds in your Account for margin into and from such foreign currency at a rate of exchange determined by Citi, in its sole discretion.

One Click Trading. The electronic system that Citi is making available for your use for trading foreign currencies ("CitiFX Pro") provides for transmission of your order once you enter the notional amount and click "Buy/Sell" with no ability to then re-confirm or alter the terms of your order. There is no "second look" before transmission, and market orders cannot be cancelled by you after transmission. This feature may be different from other trading systems. By using CitiFX Pro, you agree to the one-click system and accept the risk of this one-click transmission feature.

Electronic Trading. Trading in OTC foreign currency contracts through the CitiFX Pro system may differ from trading on other electronic trading systems as well as from trading in a conventional or open market. Counterparties that trade on an electronic trading system are exposed to risks associated with the system including but not limited to the failure of hardware and software and system downtime, with respect to CitiFX Pro, an individual counterparty's system(s), and the communications infrastructure (including, without limitation, the Internet), connecting CitiFX Pro with Citi's counterparties. As a result of any system failure or other interruption, orders either may not be executed according to your instructions or may not be executed at all, or you may not be able to place or change orders or view your trading positions or market data. Citi will not be liable for any such failure of hardware or software, system downtime or communications interruption. Further, Citi does not warrant that it (or any counterparty) will be able to maintain a continuous and uninterrupted link with the Internet and will have no liability for any such failure. Some or all of the essential components of the CitiFX Pro system may be provided or supported by one or more third parties under contract with Citi, and the operation of CitiFX Pro may be dependent on such third parties.

Citi as Principal. Citi acts as the counterparty to all foreign currency contracts executed through CitiFX Pro. Citi is not required to continue to make markets in foreign currency and may refuse to accept any order for any or no reason, including but not limited to the failure of a counterparty to have sufficient funds maintained with Citi to margin the position, market volatility and illiquidity in the related interbank foreign currency market. In particular, during periods of market volatility, it may be difficult or impossible to liquidate an existing position, to assess the value of open positions, to determine a fair price or to assess the exposure to risk. For these reasons, transactions in foreign currency involve increased risks.

No Guarantee of Payment. Foreign currency trading with Citi is not conducted on a regulated market or exchange. There is no clearinghouse and no guarantee by any other party of Citi's payment obligations to you. You must look only to Citi for performance on all foreign currency contracts in your Account and for return of any margin. The insolvency of Citi or a default by Citi could cause you to lose the value of your Account and to suffer additional losses from open positions.

Citi is not an Adviser or a Fiduciary. Citi, in its sole discretion, may make available market information and/or market color via CitiFX Pro. Any such market information or market color does not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any foreign currency contracts, nor is it intended to be advice or a recommendation of any kind. Each decision by you to enter into a foreign currency contract with Citi and each decision whether a foreign currency contract is appropriate or proper for you is an independent decision by you. Citi is not acting as an adviser or serving as a fiduciary to you. You should obtain advice from your tax, financial, legal, and other advisors and only make trading decisions on the basis of your own objectives, experiences, evaluation, and resources. You agree that Citi has no fiduciary duty to you and no liability in connection therewith and is not responsible for any liabilities, claims, losses, damages, costs and expenses, including attorneys' fees, incurred in connection with your use of market information or market color provided by Citi. If you receive research, market information, or any form of advice from Citi or any of its affiliates through means other than CitiFX Pro, it should not form the basis of your trading decisions implemented on or through CitiFX Pro.

Risk Disclosure Statement

Conflicts. You should assume that Citi may trade as a principal in foreign currencies and related financial instruments in various markets. Employees of Citi who make use of CitiFX Pro are subject to Citi's internal policies and procedures applicable to executing transactions on their own accounts. Citi and its employees who trade foreign currency may have access to information that is not available to you, may have acquired trading positions at prices that are not available to you, and may have interests different from or adverse to your interests. In providing you with access to CitiFX Pro and entering into transactions with you, Citi and its employees do not undertake any obligation to provide you with market or other information they may possess, or to alter or refrain from their own trading.

Account Managers. In the event that you grant trading authority or control over your Account to a third party ("Account Manager"), whether on a discretionary or non-discretionary basis, Citi will in no way be responsible for reviewing your choice of such Account Manager or for making any recommendations with respect thereto. Citi makes no representations or warranties concerning any Account Manager; Citi will not be responsible for any loss to you occasioned by the actions of the Account Manager; and Citi does not, by implication or otherwise, endorse or approve of the operating methods of the Account Manager. If you give the Account Manager authority to exercise any of your rights over your Account, you do so at your risk. Although you grant authority to Account Manager, you should be diligent and closely scrutinize all account activity.

Quoting Errors. Should a quoting error occur due to a mistype of a quote or a misquote given by telephone and/or electronic means (including responses to your requests), Citi is not liable for any resulting errors in your Account and reserves the right to make necessary corrections or adjustments with respect to the Account involved. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value, as determined by Citi, in its sole discretion, of the relevant foreign currency at the time such error occurred. In cases where the prevailing market represents prices different from the prices Citi has posted on our screen, Citi will endeavor to execute trades on or close to the prevailing market prices, if available, or at prices that Citi deems to be reasonable. These prices will be the prices that are ultimately reflected on the reports to you. This may or may not adversely affect your realized and unrealized gains and losses.

Client Agreement

CITIFX PRO FOREIGN CURRENCY ACCESS AND TRADING AGREEMENT

The agreement will be entered into by Citibank N.A. ("Citi") operating through its New York offices. Citibank N.A. is an entity organized under the laws of the United States, which is licensed as a bank in Hong Kong by the Hong Kong Monetary Authority and is registered with the Securities and Futures Commission ("SFC") with registration number AAP937. Citi's registered office in Hong Kong is at 50/F Citibank Tower, Citibank Plaza, 3 Garden Road, Central, Hong Kong.

In consideration of Citi agreeing to (a) electronically enter into non-deliverable spot foreign currency transactions with the person(s) signing this Foreign Currency Access and Trading Agreement ("Agreement") as a Counterparty (collectively, the "Counterparty"), (b) carry one or more foreign currency trading accounts for or on behalf of Counterparty (each an "Account"), and (c) provide related services to Counterparty in connection with Counterparty's foreign currency transactions, all as more fully described below, Counterparty hereby agrees with Citi as follows:

1. Authorization To Trade. Subject to the terms of this Agreement and all related agreements, Counterparty may purchase and sell from Citi over the counter ("OTC") foreign currencies on a spot basis to be reflected in Counterparty's Account (including Accounts for which Counterparty is jointly responsible) in accordance with Counterparty's instructions communicated through entry on Citi's FX trading system ("CitiFX Pro") or such other oral or written instructions (including the instructions of Counterparty's designated account manager) accepted by Citi. Counterparty agrees to be responsible for any instruction received electronically that is identified with Counterparty's User Codes (as defined in paragraph 11 below) and Account number and for any electronic, oral and written instruction (including, but not limited to, any order) to Citi from persons Citi, in its sole judgment, believes are authorized by Counterparty. Citi will have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or not taken by Citi in reliance on any such instructions or on the apparent authority of any such persons.

2. Margin Requirements. Counterparty acknowledges that, in accordance with Citi's margin policy, Citi will require Counterparty to post with Citi cash, securities or other property in a form acceptable to Citi to margin any new position prior to the execution of any order placed with Citi. If an order that Counterparty enters would place Counterparty's Account in an undermargined position, Citi may not accept Counterparty's order for execution until sufficient margin has been transferred to Citi. Citi will not be responsible for any delay or failure to execute any order with Citi in the event that there is a restriction on Counterparty's Account or Counterparty delays or fails to make a margin transfer.

Counterparty agrees to maintain at all times such margin with Citi as Citi, in its sole discretion, may from time to time request. Such requests will be communicated to the Counterparty through CitiFX Pro and by sending an e-mail message to the Counterparty or in such other manner as Citi may from time to time determine. Counterparty will meet all margin calls within a reasonable time after receipt of such request, which in the absence of unusual or extraordinary circumstances will be no later than the close of business on the day such request is received. Counterparty will make margin transfers by wire transfer with immediately available funds or in such other form acceptable to Citi. At no time will Counterparty maintain margin in an amount less than Citi requires. In all cases, margin transfers will be deemed made when margin is received by Citi. If Counterparty's Account at any time does not reflect the amount of margin required, Citi may, after notifying, or attempting in good faith to notify, Counterparty (orally or in writing) that such a deficiency exists, close out Counterparty's positions in whole or in part and take any action authorized under this Agreement. Citi's failure at any time to make a margin call will not be a waiver of Citi's right to do so in the future, nor will it create any liability of Citi to Counterparty.

3. Withdrawals. Upon written request, Counterparty may withdraw from its Account cash that is not required to margin open positions or otherwise required to satisfy Counterparty's obligations to Citi. Citi will process withdrawal requests within three (3) business days of receipt of such request. Such withdrawal will be effected by issuance of a cheque, electronic funds transfer, or wire transfer as Citi, in its sole discretion, will elect.

4. Transfer of Counterparty Funds and Right of Set-Off. Cash transferred by Counterparty to support its FX trading activities should be transferred to an account in the name of Citibank N.A. at such location or locations as are agreed from time to time. All cash margin transferred by Counterparty with respect to this account will be held by Citi in an omnibus account with the funds of other CitiFX Pro customers. There will not be any segregated cash account established in the name of the Counterparty. Full ownership in all cash transferred by Counterparty will pass to Citi upon receipt by Citi of the cash and Counterparty will not retain any right, title or interest to such cash. The cash will be held not as trustee and will not be subject to client money protection (whether under the rules of the SFC or under the rules of any other relevant regulator), nor will it be held in accordance with the client money rules of the UK Financial Services Authority. All benefits associated with such omnibus accounts, including any interest accruing on the funds held therein, will be retained exclusively by Citi.

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The relationship between Citi and the Counterparty in respect of any positive cash balances with respect to the Account shall be that of debtor and creditor and Counterparty will have an unsecured contractual claim against Citi in respect of such amounts (and will rank as a general creditor of Citi in the event of Citi's insolvency). Citi may in its absolute discretion pay interest on positive cash balances in the Account at such rate as it shall from time to time determine. Interest will not be payable on any USD amounts maintained in your Account.

Counterparty acknowledges that margin funds transferred to Citi to support its FX trading activities do not currently benefit from protection under the Deposit Protection Scheme in Hong Kong and the repayment of such funds is not guaranteed by the Hong Kong SAR Government's Exchange Fund. Funds transferred to an account of Citi in the United Kingdom do not currently benefit from protection under the Financial Services Compensation Scheme or any other deposit protection or guarantee scheme in operation in the United Kingdom. US Dollar margin funds transferred by you in connection with CitiFX Pro are held in an account with Citibank NA in the US and are insured by FDIC at the level at this time offered by its general deposit insurance rules. This level is currently US\$250,000 per account holder, valid until December 31, 2013. After such date, current applicable regulations provide that such level per account holder will be US\$100,000. Non-US Dollar amounts (EUR, GBP, JPY and HKD) are held outside the US and are not FDIC insured and may not benefit from protection under relevant local deposit protection schemes.

Citi may at any time or times, without notice to the Counterparty, set off any liability of Citi to the Counterparty (including, but not limited to, any obligation to repay any positive cash balance with respect to the Account or any other account held by you with Citi or any liability arising under any open positions in foreign currency contracts, as represented in the Account) against any liability of the Counterparty to Citi, whether any such liability is present or future (whensoever arising), liquidated or unliquidated, arising under this Agreement or not and irrespective of the currency of its denomination. If the liabilities to be set off are expressed in different currencies, Citi may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Citi of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

Counterparty will not grant any security interest in any cash or other assets (including any unrealized profits in respect of open trading positions) transferred to Citi as margin or credited with respect to Counterparty's Account or otherwise held by Citi with respect to the Account (all of the foregoing collectively referred to as the "Assets") to any person other than Citi without Citi's prior written consent.

Whenever Citi deems it necessary or advisable for its protection, after Citi has notified, or has attempted in good faith to notify, Counterparty (orally or in writing) of its intentions, Citi is authorized for Counterparty's Account: (i) to cover or liquidate any position Counterparty may have with Citi in any manner which Citi, in its sole discretion, deems necessary (including without limitation, whole or partial liquidation of any or all positions in Counterparty's Account), and (ii) to sell any or all of the Assets. Citi will not be responsible for any losses that Counterparty may incur as a result of such liquidation or application. Further, it is understood and agreed that the failure of Citi to make any tender, demand or call will not be considered a waiver of Citi's right to take such action in the future. After deducting costs and expenses in connection with any such transactions, Citi may apply any remaining Assets and proceeds thereof to the payment of any liabilities Counterparty may have to Citi. In the event such Assets and proceeds are insufficient for the payment of all liabilities, Counterparty will, within 24 hours, pay to Citi the deficit and all costs of collection, including reasonable attorney's fees.

5.Trading Hours. Counterparty may effect trades during Citi's trading hours. The term "trading hours" means (using a 24-hour format) all hours between Monday at 06:00 Hong Kong time through Friday at 16:30 eastern standard time ("EST") subject to closing on non-business days and/or non-foreign business days. Citi reserves the right to suspend or modify its trading hours at any time, with or without prior notice.

6.Order Execution. Counterparty will place all orders through CitiFX Pro unless Citi specifically informs Counterparty that it will accept an order through another means of transmission. Citi will attempt to execute all orders that, in its sole discretion, it chooses to accept for the purchase or sale of foreign currency contracts in accordance with Counterparty's instructions. Counterparty acknowledges, however, that Citi may refuse to accept any order for any or no reason, including but not limited to the failure of Counterparty to have sufficient Assets transferred to Citi with respect to its Account with Citi to margin the position, or market volatility or illiquidity in the related interbank foreign currency market. Counterparty further acknowledges that Citi may cancel, rescind, or modify the price of any order executed, if, within a reasonable time following execution, Citi determines that the rate at which the trade was executed was erroneous due to specific market circumstances or system malfunctions, including but not limited to illiquidity or errors in feeds from information providers or quotes from counterparties. In any such event, Citi will provide Counterparty upon request with a full explanation for the reason for such cancellation.

If Counterparty instructs Citi to initiate a stop-loss level in respect of any transaction, and Citi accepts such order, Citi will endeavor to close out Counterparty's position as near to the specified level as Citi is able. Counterparty acknowledges, however, that market conditions or other circumstances may prevent Citi from closing out Counterparty's position at the specified level and Counterparty agrees Citi will not be liable for any losses Counterparty may incur as a result of its failure to do so.

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7. Terms of Acceptance for Orders. It is Counterparty's sole responsibility to indicate clearly the terms of an order when entered, whether market, take-profit, limit entry, stop loss, or good 'til cancelled ("gtc") and including the order's value date and specified spot rate limits, where applicable. Although a spot rate is specified upon entry of stop loss, take-profit and limit entry orders, market conditions may often prevent the execution of a Counterparty's stop loss, take-profit or limit entry order despite other dealing activity at that price level or may often require stop loss to be executed at a substantially different spot rate. Prices for execution of orders are derived from a poll of executable bid or offer prices (as applicable) supplied by a number of liquidity providers in the foreign exchange market. Citi reserves the right to amend the pricing methodology from time to time without prior notice to Counterparty. Counterparty agrees to accept the price which Citi, in its discretion, may exercise an order.

UNLESS OTHERWISE SPECIFIED, ANY ORDER ENTERED WITH CITI WILL BE ACCEPTED ON A GTC ORDER BASIS. THIS MEANS THAT THE ORDER WILL STAY OPEN UNTIL IT HAS BEEN EXECUTED OR CUSTOMER HAS CANCELLED IT, WHICHEVER COMES FIRST. GTC ORDERS INVOLVE RISK AND COUNTERPARTY MUST MONITOR ITS GTC ORDERS IN LIGHT OF CHANGING CONDITIONS AND RATES IN THE MARKET AND OTHERWISE.

COUNTERPARTY ACKNOWLEDGES THAT CITI WILL ACCEPT ALL ORDERS ONLY ON A REASONABLE ENDEAVOURS BASIS. CITI WILL HAVE NO LIABILITY FOR FAILURE TO EXECUTE ORDERS, AND MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF AN ORDER'S PRIORITY OVER THE ORDERS OF ITS OTHER COUNTERPARTIES. CITI WILL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO REJECT ANY ORDER BEFORE OR AFTER CONFIRMATION, OR TO CANCEL AND RESCIND ANY CONTRACT WHERE THE EXECUTION OF SUCH ORDER VIOLATES ANY APPLICABLE LAW, RULE OR IS OTHERWISE ILLEGAL OR IMPROPER OR AS OTHERWISE SET FORTH IN THIS AGREEMENT. THIS LIMITATION ON LIABILITY AND DISCLAIMER IS IN ADDITION TO AND NOT INSTEAD OF THOSE CONTAINED IN THIS AGREEMENT AND THE RISK DISCLOSURE STATEMENT, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

COUNTERPARTY FURTHER ACKNOWLEDGES THAT ADDITIONAL RULES GOVERNING COUNTERPARTY'S TRADING WILL BE POSTED ON THE CITIFX PRO SYSTEM. BY ENTERING ORDERS WITH CITIFX PRO, COUNTERPARTY AGREES, REPRESENTS AND WARRANTS THAT COUNTERPARTY HAS READ, UNDERSTANDS AND ACCEPTS SUCH TRADING RULES, AS CITI MAY AMEND THEM FROM TIME TO TIME IN ITS SOLE DISCRETION.

Without limiting the foregoing, if Citi, in its sole reasonable discretion, determines that Counterparty is engaging or has engaged in trading strategies or activities designed intentionally to exploit errors in price quotations, Citi may upon notice to Counterparty restrict or modify Counterparty's access to price quotations, cancel trades, or terminate Counterparty's access to CitiFX Pro.

8. Citi as Principal. Counterparty acknowledges that all contracts executed under this Agreement will be made and entered into with Citi as principal. Counterparty further acknowledges Citi's right, in its discretion, to limit the number of open positions that Counterparty may hold or acquire through Citi.

For the purpose of hedging or otherwise managing the risks associated with the foreign currency contracts Citi enters into with Counterparty or other customers, Citi will enter into offsetting foreign currency contracts for its own account with one or more banks or other counterparties in the interbank market. Such contracts may be executed at a price different from that quoted to Counterparty. Citi is under no obligation to disclose such price to Counterparty at any time.

9. Taxes. Counterparty will be responsible for all taxes, levies, duties or similar charges, however designated, that may be assessed by any jurisdiction (collectively, "Taxes"), arising out of this Agreement or Counterparty's use of CitiFX Pro, other than any Taxes assessed or levied on us in respect of revenue earned by us pursuant to this Agreement.

10. Settlement Date; Rollover and Termination. Except as otherwise provided herein, unless Counterparty liquidates an open foreign currency position in the Account prior to 4:55 p.m. (EST), that position will be automatically re-priced and rolled-over as an open position in the Account to the next business day, successively, subject at all times to the right of Citi, in its sole and absolute discretion, to liquidate said position in accordance with the provisions of this Agreement.

Counterparty may liquidate a foreign currency position in the Account at any time by entering into an equal and opposite offsetting foreign currency transaction through CitiFX Pro.

Whenever Counterparty's Account has two (2) or more open and opposite positions providing in whole or in part for the purchase and sale of the same foreign currency on the same date, such positions will be automatically canceled and replaced by an obligation to settle only the net difference between amounts payable in respect of the relevant currencies under the relevant contracts, and/or the net difference between the quantities of the relevant currency deliverable thereunder.

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11. Security Devices and Procedures. Citi may supply security devices or prescribe security procedures relating to the use of or access to CitiFX Pro, which may include, without limitation, digital certificate(s), user name(s) and/or password(s) that may be required to access or use CitiFX Pro (collectively, "User Codes"). Counterparty and Counterparty's authorized representatives: (i) will use such security devices and implement and follow such security procedures for so long as Counterparty or any of its authorized representatives use or access CitiFX Pro; (ii) will not, nor permit any other person to, remove, modify, disable, penetrate or otherwise defeat any such security device or security procedure; and (iii) will take reasonably prudent precautions to select and protect the security and secrecy of Counterparty's User Codes and other materials and information which, if Counterparty failed to take such precautions, could lead to unauthorized access to Counterparty(s) orders, trades and accounts. Notwithstanding the foregoing, Counterparty hereby assumes full responsibility for assuring itself that any security devices or procedures are adequate for protecting Counterparty's User Codes and interests. Citi reserves the right to revoke or modify any User Code at any time without prior notice for any reason, including but not limited to the unauthorized use of Counterparty's User Codes or breach of this Agreement. Counterparty will be responsible for any executed orders and all other acts or omissions that occur while Counterparty's User Codes are being used.

Counterparty acknowledges that certain portions of CitiFX Pro are being provided under license from third parties and agrees to comply with any additional restrictions with respect to use of CitiFX Pro arising from such license that Citi may communicate to Counterparty from time to time.

12. Counterparty Responsibilities. Counterparty will obtain and maintain all hardware and communication services or equipment necessary to connect to CitiFX Pro. Counterparty will install any software upgrades, updates, or revisions provided by Citi within a reasonable time after receipt, but in no case longer than five (5) days after receipt.

13. Appointment and Role of Account Manager. Counterparty may appoint a third party ("Account Manager") to manage the Account on Counterparty's behalf. Such Account Manager shall be appointed only pursuant to a power of attorney and certain other ancillary documentation, the form and substance of which shall be specified by Citi and is available from Citi on request. If an Account Manager is authorized to exercise discretion and to act on behalf of Counterparty with respect to the Account: (i) Account Manager makes the representations set forth in paragraph 22 of this Agreement, as if the term Account Manager were substituted for the term Counterparty therein; (ii) Account Manager will direct Counterparty to take such action in respect of the Account as is required of Counterparty under this Agreement or under applicable law; and (iii) Counterparty agrees that Account Manager is authorized to act on Counterparty's behalf with respect to the Account, including to receive and give communications, instructions and authorizations, and Counterparty hereby confirms, ratifies, and assumes liability for any transactions that result from such communications, instructions, and authorizations.

14. Intellectual Property and Confidentiality. Citi and Counterparty will each treat as confidential (both during and after the termination of Counterparty's access to CitiFX Pro) any information learned about the other, its investment strategy or holdings or its products or services, any software, other technology, or intellectual property, and any confidential and/or personal information (collectively, "Confidential Information"), in connection with Counterparty's use of CitiFX Pro, and, except as otherwise provided herein, neither Citi nor Counterparty will transfer or disclose Confidential Information of the other party to any third party or use such Confidential Information except as contemplated under this Agreement. These obligations will not apply to information which (i) is, or becomes, known to the public, (ii) is rightfully received by the other party from a third party entitled to disclose it, (iii) is independently developed by the other party without reference to such party's Confidential Information, or (iv) as required to be disclosed by valid court order, subpoena, or civil investigative demand, or by rule or regulation of any agency, exchange, or self-regulatory organization with jurisdiction over the disclosing party, or otherwise in accordance with this Agreement. Citi and Counterparty agree to maintain adequate security procedures and take reasonable precautions (no less rigorous than those taken to protect Counterparty's or Citi's, as the case may be, own confidential information) to prevent the misuse, unauthorized or inadvertent disclosure, or loss of Confidential Information.

All information (including personal data) submitted to or collected by Citi through or in connection with CitiFX Pro, including all registration data, clickstream data, and transaction data, will be the property of Citi and Citi will be free to use it in accordance with Citi's business practices and the confidentiality provisions of this Agreement. Counterparty agrees that Citi will be free to use such information without restriction if such information is aggregated with other data or otherwise processed such that it cannot be attributed to or associated with Counterparty.

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15.Limitation on Liability. Citi will not be liable to Counterparty (or any of Counterparty's estate, executors, administrators, heirs, devisees, legatees, legal representatives, trustees, conservators, successors and permitted assigns) for any damages caused directly or indirectly by any events, actions or omissions due to any event beyond Citi's reasonable control including, without limitation, civil unrest, war, insurrection, governmental action of any state or country (including without limitation, currency controls or regulation), natural disasters, acts of God, acts of terrorism, market conditions, an inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to Citi, Counterparty or any market or any settlement or clearing system. This limitation on liability is in addition to and not instead of all other limitations on Citi's liability contained in this Agreement, and in any other agreements between Counterparty and Citi.

THERE ARE NO WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. COUNTERPARTY HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY, CONDITION, GUARANTY OR REPRESENTATION MADE BY CITI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, CONTRIBUTORS OR THIRD PARTY PROVIDERS.

UNDER NO CIRCUMSTANCES WILL CITI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF DATA), EVEN IF CITI WAS ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE CAUSES OF ACTION UNDER WHICH THOSE DAMAGES ARE SOUGHT.

CITI WILL HAVE NO LIABILITY FOR ANY LOSS INCURRED BY COUNTERPARTY DUE TO THE FAILURE OR MALFUNCTION OF ANY COMPUTER HARDWARE OR SOFTWARE OR TRANSMISSION DEVICE OR SERVICE UTILIZED UNLESS SUCH FAILURE OR MALFUNCTION DIRECTLY RESULTS FROM CITI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

16.Events of Default; Remedies. It will be an event of default if: **(i)** Counterparty terminates, dissolves, is declared legally incompetent, becomes bankrupt, or is inaccessible; **(ii)** a petition for insolvency, bankruptcy, assignment for the benefit of creditors or receivership is filed by or against Counterparty; **(iii)** Counterparty is generally unable to pay debts as they become due (or Counterparty admits in writing of such inability); **(iv)** Counterparty's Account is attached; **(v)** Citi receives conflicting instructions in the case of a joint, partnership or corporate Account; **(vi)** Counterparty fails to perform any other material obligation under this Agreement; **(vii)** if Counterparty is an employee benefit plan, **(A)** Counterparty terminates or files a notice of intent to terminate with any relevant governmental agency or body, **(B)** Citi receives notice of any such governmental agency or body's intent to terminate Counterparty, or **(C)** Counterparty is unable to pay benefits under the relevant employee benefit plan when due, or **(viii)** Citi in its discretion reasonably considers it necessary for its protection.

In the event of a default, Citi will have the right, in addition to any other remedy available to Citi at law or in equity, to: **(i)** liquidate any or all open foreign currency contracts held in or for the Account by any means of lawful disposition; **(ii)** apply any cash or other property of Counterparty held by or for Citi towards amounts payable by Counterparty hereunder; **(iii)** reduce any amounts due and owing to Counterparty by setting off against such amounts any amounts Counterparty owes Citi under this Agreement; and **(iv)** to convert any amounts owed to or by Citi or the net of such amounts to a single currency, to hedge positions in the Account, and to take any other action in respect of the Account, all in a commercially reasonable manner and all without further demand for margin and without notice or advertisement, except Citi will make reasonable efforts under the circumstances to notify Counterparty prior to taking any such action, if Citi's position would not be jeopardized thereby.

17.Charges; Compensation. Citi charges no brokerage fees or commissions. Citi is compensated for its services through the spread charged on its dealing rates to Counterparty. Citi may charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned cheque fees and inactivity fees. Counterparty will pay all special service charges as Citi may from time to time charge to the Account, and all other charges (including, without limitation, cross-currency overnight interest debits, mark-ups and mark-downs, statement charges, idle account charges, order cancellation charges, account transfer charges and other charges) and fees (including, without limitation, fees imposed by any bank) arising hereunder. Citi may at any time increase or decrease the charges and/or fees payable hereunder without notice. All such charges payable to Citi by Counterparty will be paid by Counterparty as they are incurred, or as Citi in its sole and absolute discretion may determine, and Counterparty hereby expressly authorizes Citi to levy and apply the amount of any such charges directly against any balance of the Account. In the event that the Assets and/or credit balances in respect of the Account are insufficient to cover such charges, the unpaid balance of such charges will automatically become a debit balance in the Account, to the extent of such non-coverage.

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18. Statements and Confirmations. Trades executed online will be confirmed online at the time of the trade and trades entered into by telephone will be confirmed verbally and online by 5:00 pm (EST) on the day of execution. Citi will use all reasonable endeavours to execute trades entered into by telephone within two (2) hours of Counterparty's instructions. If in doubt as to the status of an order, Counterparty should contact Citi without delay. Reports of the confirmation of orders confirmed through CitiFX Pro will be deemed correct and will be binding upon Counterparty immediately upon receipt, unless Counterparty promptly objects to such confirmation by telephone and confirmed by e-mail to sales@citifxpro.com within one (1) hour thereafter. Failure to object will be deemed ratification by Counterparty of all actions taken by Citi or Citi's agents prior to Counterparty's receipt of such reports.

Counterparty's failure to receive a trade confirmation will not relieve Counterparty of the obligation to object as set out herein. Counterparty agrees to call to Citi's attention immediately any oral information that Counterparty has reason to believe is inconsistent with Counterparty's own information. Counterparty understands, acknowledges and agrees that errors, whether resulting in a profit or loss to Counterparty, will be corrected, and Counterparty's Account will be credited or debited in such manner and extent as to place Counterparty's Account in the same position in which it would have been had the error not occurred.

19. Consent to Electronic Transmission of Confirmations and Regulatory Notices. Counterparty hereby consents to receive online confirmations and any notices or consents required by applicable law or regulation. Citi will provide Counterparty with password-protected access to online reports. Counterparty will be able to generate daily, monthly and annual account reports detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits, etc. Hard copies of monthly customer statements are available upon request only and may incur an additional charge. Reports are deemed received when made available to Counterparty by Citi, regardless of whether Counterparty actually accessed the statement. Counterparty is responsible for alerting Citi to any change in Counterparty's e-mail address. This consent will be effective until revoked by Counterparty in writing and received by Citi. Except to the extent specified in this paragraph and in paragraph 18 above, Citi will not send Counterparty any copies of transaction reports or of account statements (whether daily, monthly or annual).

20. Communications. Reports, statements, notices and any other written communications given hereunder may be transmitted to Counterparty at any address (including an e-mail address) provided in the CitiFX Pro account application (the "Account Application"), or to such other address as Counterparty may from time to time designate in writing to Citi. All communications so sent, whether by e-mail, mail, fax, courier, messenger or otherwise, will be deemed transmitted by Citi when deposited or sent in the regular course of business, or when received by a transmitting agent, and will thereupon be deemed delivered to Counterparty personally, whether actually received by Counterparty or not.

21. Currency Fluctuation Risk. Counterparty specifically acknowledges that all risks of currency exchange rate fluctuations affecting the Account and the value of the spot foreign currency positions held therein will be borne solely by Counterparty, and, in particular, acknowledges that: (i) any loss arising in the Account from a spot forex transaction as a result of a fluctuation in the spot market exchange rate for the underlying currencies will be entirely for Counterparty's Account and risk; (ii) unless specifically otherwise authorized by Citi in an individual case, all initial and additional funds transferred to Citi for margin purposes will be made in such currency as is specified in the Account Application, in such amounts as Citi may, in its sole and absolute discretion, require; and (iii) Citi is authorized to convert funds held in respect of Counterparty's Account for margin purposes in a currency other than the specified currency of the Account, from such foreign currency into the specified currency of the Account at a rate of exchange determined by Citi in its sole and absolute discretion on the basis of the then prevailing spot market exchange rate. Citi will have no obligation to repay to Counterparty any positive cash balance with respect to Counterparty's Account in any currency other than the specified currency of the Account. If Counterparty requests Citi to repay such monies in any currency other than the specified currency of the Account, Citi will effect any currency conversion at such time and at a rate of exchange determined by Citi in its sole and absolute discretion on the basis of the then prevailing spot market exchange rate.

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22. Counterparty's Representations and Warranties. As of the date hereof, the date of each foreign currency contract and other transaction in Counterparty's Account and any date on which Citi's Risk Disclosure Statement (attached hereto) or CitiFX Pro Terms of Use or CitiFX Pro Trading Conditions (both available on the CitiFX Pro website) are revised, updated or amended, Counterparty represents and warrants to Citi and agrees for the benefit of Citi that:

(i) Counterparty, if a natural person, is of sound mind, is aged 21 or over and is of legal competence;

(ii) Counterparty, if not a natural person, (i) is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) execution and delivery of this Agreement and all foreign currency contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all foreign currency contracts and other transactions contemplated hereunder have been duly authorized by Counterparty; and (iii) each person executing and delivering this Agreement and all foreign currency contracts and other transactions contemplated hereunder on behalf of Counterparty performing the obligations contemplated under this Agreement and any foreign currency contract and other transaction contemplated hereunder on behalf of Counterparty, has been duly authorized by Counterparty to do so;

(iii) Counterparty's execution and delivery of this Agreement and all foreign currency contracts and other transactions contemplated hereunder, and performance of all of Counterparty's obligations contemplated under this Agreement and any foreign currency contract and other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Counterparty;

(iv) Counterparty has not granted and will not grant a security interest in respect of Counterparty's Account and any Assets to any person without Citi's prior written consent;

(v) Counterparty will execute and deliver all documents, give all notices, make all filings and take such other actions as Citi, in its sole discretion, deems necessary or desirable to protect Citi's interests with respect to any Assets;

(vi) All information provided by Counterparty to Citi, including information regarding Counterparty's trading experience and investment sophistication, is true, correct and complete, and Counterparty will notify Citi promptly of any changes in such information; and

(vii) Counterparty has very carefully considered the portion of Counterparty's assets that Counterparty considers to be properly allocable to risk capital, i.e., the amount of money that Counterparty is willing to put at risk which, if lost, would not, in any way, change Counterparty's life style.

23. Counterparty Responsibility to Comply with Governing Law. Counterparty will have sole responsibility to ensure that its trading complies with all applicable rules or laws governing Counterparty's conduct as a fiduciary, if applicable, or otherwise, and Citi will have no responsibility therefor.

24. Credit Inquiries. Counterparty hereby authorizes Citi and its authorized representatives to investigate Counterparty's credit standing and, in connection therewith, to contact such banks, financial institutions and credit agencies as Citi deems appropriate to verify financial information regarding Counterparty. Counterparty further authorizes Citi to investigate Counterparty's current and past investment activity and, in connection therewith, to contact such futures commission merchants, introducing brokers, commodity trading advisors, exchanges, broker/dealers, banks, compliance officers and others as Citi will deem appropriate. Upon reasonable request made in writing by Counterparty to Citi, Counterparty will be allowed to review any records maintained by Citi relating to Counterparty's credit standing, and Counterparty also will be allowed, at Counterparty's sole cost and expense, to copy such records.

25. Joint Accounts. If the Account is a joint Account, each tenant, acting alone, will have full authority, in accordance with the terms of this Agreement, to: (i) trade for the Account; (ii) receive all correspondence and documents in respect of the Account; (iii) receive or withdraw any positive cash balance with respect to the Account; (iv) execute agreements relating to the Account; and (v) transact all other Account business with Citi. Notwithstanding the foregoing, Citi will have the right and authority, from time to time or at any time, to require joint action with respect to Account matters by all tenants of the Account in its sole and absolute discretion. Irrespective of whether the participants in the joint Account are joint tenants or tenants-in-common, the liability of all such persons under this Agreement will be joint and several through the date of termination of this Agreement, even if any such person dies in the interim, with his or her estate then assuming such liability.

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For the avoidance of doubt, the right of set off provided for in paragraph 4 of this Agreement may be exercised by Citi in respect of the entire Account balance and in respect of all foreign exchange positions of the joint Account holders without regard to contributions made or positions taken by the individual accountholders. If the death of one or more of the tenants occurs during the term of this Agreement, Citi will be promptly notified in writing by the other tenants, and may, in such event, without having to assign a reason there for, either liquidate the Account or accept the instructions of the survivor, or a majority of the survivors, as the case may be, as to its continuance and as to the respective interests of the participants (including the decedent's estate) therein.

26. Severable Provisions. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect.

27. Entire Agreement; Amendment. This Agreement together with the Account Application embodies the entire agreement between Citi and Counterparty, superseding any and all prior written and oral agreements. Counterparty acknowledges and agrees that Citi may amend or change this Agreement at any time. Citi will provide notice to Counterparty of any such amendment or change by posting the amendment or change on the CitiFX Pro website or by sending an e-mail message to Counterparty. Counterparty agrees to be bound by the terms of such amendment or change thirty (30) days after Citi has posted notice of such amendment or change to the CitiFX Pro website unless Counterparty expressly objects to any such amendment or change.

In the event that Counterparty objects to any such change or amendment, Counterparty agrees to liquidate Counterparty's open positions and instruct Citi regarding the disposition of all Assets in respect of Counterparty's Account within ten (10) business days after notice of the amendment or change has been posted to the CitiFX Pro website. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Citi or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary will be recognized or enforceable.

28. Choice of Law, Waiver of Jury. THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF ENGLAND AND WALES, without giving effect to its conflicts of laws principles. Counterparty hereby submits to the jurisdiction of the courts of England and Wales with respect to any proceeding arising out of and relating to this Agreement or any transaction in connection herewith, and waives any objection to jurisdiction it may otherwise be entitled to assert in any such proceeding. The parties hereby irrevocably waive any right to a jury trial in any matter arising under or relating to this Agreement.

29. Binding Effect. This Agreement will be continuous in operation during its term, and will cover, individually and collectively, all Accounts of Counterparty at any time opened or reopened with Citi, irrespective of any change or changes at any time in the personnel of Citi, or its successors, assigns, or affiliates. This Agreement, including all authorizations and collateral documents executed in connection therewith, will inure to the benefit of Citi and its successors and assigns, whether by merger, consolidation or otherwise, and will be binding upon Counterparty and the estate, executors, administrators, heirs, devisees, legatees, legal representatives, trustees, conservators, successors and permitted assigns of Counterparty. Counterparty hereby agrees not to assign the Account, or any interest therein, or encumber in any way any open spot foreign currency positions or any Assets in respect thereof, without the prior written consent of Citi.

30. Termination. This Agreement will remain in effect until terminated. Counterparty may terminate this Agreement at any time by providing written notice to Citi, provided that Counterparty has no open foreign currency positions in its Account, and owes no liabilities to Citi. Citi may terminate this Agreement at any time by providing written notice to Counterparty. Termination will not affect transactions previously entered into or relieve either party of any obligation in connection with any debit or credit balance or other liability or obligation incurred prior to termination.

31. Indemnification. Counterparty agrees to indemnify, defend and hold harmless Citi, its subsidiaries and affiliates, directors, officers, stockholders, employees, agents and successors and assigns, from and against any and all losses, claims, actions, demands, suits, proceedings, damages and expenses (including reasonable attorneys' fees) arising out of, or directly or indirectly resulting from (i) any order entered or transaction effected for or carried in Counterparty's Account, (ii) any failure of Counterparty to perform its obligations hereunder, including without limitation any failure to meet any margin call or pay any amount due to Citi, (iii) any false or misleading statement or representation made by Counterparty, (iv) any act or omission by Counterparty with respect to Counterparty's Account, or (v) any failure by Counterparty to comply with any applicable rule or law or the rules of Citi. Counterparty also agrees to pay promptly to Citi all damages, costs and expenses, including attorneys' fees, incurred by Citi in the enforcement of any of the provisions of this Agreement and any other agreements between Citi and Counterparty. Citi is authorized to withhold, transfer, use and apply any funds of Counterparty or Assets in its possession whenever Citi deems it necessary to pay amounts or to discharge obligations owing to Citi by reason of this paragraph.

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32.Modification by Applicable Rule or Law. Whenever any law will be enacted, or rule or regulation will be prescribed or promulgated by a regulatory agency or self-regulatory organization with authority over foreign currency contracts (collectively "rule or law") that will affect in any manner or be inconsistent with any of the provisions hereof, the provisions of this Agreement so affected will be deemed modified or superseded, as the case may be, by such rule or law, and all other provisions of this Agreement and the provisions as modified or superseded will in all respects continue to be in full force and effect. Citi will not be liable to Counterparty as a result of any action taken by Citi to comply with any such law, including without limitation any liquidation, in whole or in part, of Counterparty's positions or any other action taken. Citi's violation of any such rule or law will not provide Counterparty either a defense to any claim by Citi or the basis of a claim against Citi, unless any such violation is the direct cause of loss to Counterparty.

33.Recordings. Telephone conversations between Citi and Counterparty (or any of their respective agents) may be recorded by Citi. Counterparty consents to the recording of conversations, with or without the use of an automatic tone warning device, without any obligation by Citi to make or retain such recordings. Counterparty agrees to the use of such recordings as evidence by either party in any disputes between Counterparty and Citi, subject to proper authentication, or in any other proceeding to which Citi is a party or in which Citi's records are subpoenaed.

34.General.

(i) Any assignment of this Agreement, whether by merger, consolidation, transfer, or otherwise by Counterparty, will not be effective unless and until prior approval in writing has been granted by Citi and Counterparty's successor has agreed to provide satisfactory Assets to Citi. In the event of such an assignment, this Agreement will be binding upon Counterparty's successors by merger, assignment, consolidation or otherwise, and Citi may transfer Counterparty's Account to any such successors or assigns.

(ii) Counterparty agrees to pay all expenses, including attorneys' fees incurred by Citi, to defend any unsuccessful claim Counterparty brings against Citi. Counterparty may bring arising out of this Agreement no action, regardless of form, more than one year after the cause of action arises.

(iii) To the extent certain ancillary documents (including, without limitation, the Risk Disclosure Statement attached hereto) are required in connection with this Agreement, such documents are incorporated herein by reference, and Counterparty agrees to be bound by all provisions therein.

(iv) Except as provided in paragraph 32, no provisions hereof will be waived or modified in any respect unless approved in writing by Citi.

(v) The headings for each provision are for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each provision.

(vi) If you have a complaint about the services provided under this Agreement you may contact: compliance@citifxpro.com.

(vii) A person who is not a party to this Agreement shall not have any rights under or in connection with it.

35.Data Protection Notices. Counterparty is not required to provide any personal data to Citi unless it chooses to do so. However, Counterparty acknowledges and agrees that any failure to supply personal data may result in Citi's inability or refusal to offer Counterparty access to Citi FX Pro or to enter into transactions pursuant to this Agreement. By entering into this Agreement or by using CitiFX Pro, Counterparty CONSENTS for the purposes of Citi providing CitiFX Pro and related services or information to Counterparty and administering its business in relation thereto that, subject to any privacy choice expressed by the Counterparty in the Privacy Choices Form accompanying the Account Application:

(i) Citi may collect "personal data" (as defined in the Hong Kong Personal Data (Privacy) Ordinance, which may include the following: (1) Counterparty's name, mailing address, social security or other tax identification number, and all other information specified on the Account Application (2) Counterparty's orders, transactions, and profit/loss from trading; and (3) Counterparty's margin, withdrawals, and transfers.

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(ii) Citi, its affiliates and nonaffiliated third parties, may use and exchange personal data for any of the following purposes (without limitation): providing CitiFX Pro and related services or information and informing Counterparty about developments regarding CitiFX Pro or Counterparty's usage thereof; the daily operation of Counterparty's Account or any other account maintained by Citi or its affiliates or nonaffiliated third parties in connection with CitiFX Pro; conducting credit checks (if applicable); assisting other financial services firms to conduct credit checks (if applicable); ensuring Counterparty's ongoing credit-worthiness (if applicable); determining the amount of indebtedness owed by Counterparty or to Counterparty; marketing Citi's and/or its affiliates' and nonaffiliated third parties' financial services or related products to Counterparty; assisting, facilitating, maintaining and in any way administering the introduction or referral of you to Citi; meeting the requirements to make disclosures under any law, regulation or other requirement binding on Citi or its affiliates or nonaffiliated third parties; and all other incidental and associated purposes relating to the provision of financial services to Counterparty.

(iii) Citi may process any such personal data specified above. Citi's processing involves electronic registration, storage, modification, copying, deletion, printing and transfer of the personal data. Citi may if it in its sole discretion deems necessary transfer personal data to its affiliates, agents, sub-contractors and other nonaffiliated third parties anywhere in the world in connection with Counterparty's use of and Citi's operation of CitiFX Pro and for any of the purposes specified in sub-paragraph (ii) above, including without limitation for the purposes of: (1) meeting obligations to government agencies and regulatory authorities; (2) complying with applicable law, including without limitation anti-money laundering, anti-terrorist or fraud detection laws and regulations; (3) assigning or sub-contracting any part of the normal business functions of Citi to Citi's data processors, currently Saxo Bank A/S in Copenhagen, Denmark, Saxo Bank A/S – London Branch, in London, U.K., and Saxo Capital Markets Pte. Ltd. in Singapore; (4) monitoring services provided to Counterparty in relation to Counterparty's use of CitiFX Pro, whether such monitoring is conducted by Citi, or by Citi's data processors, currently Saxo Bank A/S, Saxo Bank A/S – London Branch, and Saxo Capital Markets Pte. Ltd a third party; and (5) communicating with credit reference and information agencies.

(iv) If Counterparty is located in one of the countries of the European Economic Area, and to the extent personal data provided by Counterparty is subject to the data protection rules of the countries of the European Economic Area, the controller of such personal data will be Citi, or such of its affiliates or and agents as it may determine from time to time subject to applicable law; and

(v) If any personal data (including sensitive personal data) belonging to Counterparty's employees or other individuals, is provided to Citi by or through Counterparty, Counterparty represents and warrants that such persons are aware of and explicitly consent to the use of such personal data to the same extent as set forth in the paragraphs above and Counterparty agrees to defend and indemnify Citi and its affiliates against any loss or damage either may incur arising out of a breach by Counterparty of this representation and warranty.

(vi) Citi takes appropriate organizational and technical security measures to protect Counterparty's personal data.

(vii) Counterparty has the right to gain access to the data processed concerning Counterparty subject to certain legal limitations. Counterparty also has the right to object to the processing of Counterparty's personal data and to rectify the data processed if relevant and to withdraw the consent granted by this paragraph 35. Counterparty's objection to the processing of certain personal data or Counterparty's withdrawal of the consent granted by this paragraph 35 may result in Citi's inability or refusal to offer Counterparty access to CitiFX Pro or enter into transactions pursuant to this Agreement. Counterparty may exercise the right of access, right to rectify processed data, right to object, and the right to withdraw consent, by contacting: sales@citifxpro.com.

36. Fee Sharing. Citi and any of its affiliates may from time to time pay, provide, receive or share certain fees, compensation and/or other benefits (between any of themselves, or to, from or with any third party) with respect to any introduction, referral, and /or transactional activity of or for Counterparty in respect of CitiFX Pro (a "Benefit") without any disclosure or other account to Counterparty of any such Benefit, except where required by applicable law or regulation, and Counterparty forgoes any entitlement and claim with respect to any such Benefit, and to any disclosure or account of such Benefit.

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Risk Acknowledgment/Understanding of English. Counterparty hereby warrants that (a) Counterparty has read and understood the Risk Disclosure Statement (attached hereto as a Schedule) and has had an appropriate opportunity to ask of Citi and Counterparty's own legal and financial advisers any questions about the same; (b) Counterparty has read and understood the entire client agreement including the notices and consent contained in paragraph 35 concerning Citi's processing of Counterparty's personal data; and (c) Counterparty is fluent in written English and does not need to be provided with a Chinese language version of the Risk Disclosure Statement, the Client Agreement or the data protection notices.

Counterparty understands that by signing below, it will be entering into a legally binding agreement.

風險確認/英語理解。交易對手特此保證(a)交易對手已經閱讀並明白風險披露聲明(隨本文附上作為本文附件)並且已經得到適當機會就該風險披露聲明徵詢花旗和交易對手各自的法律和財務顧問任何有關問題;(b)交易對手已經閱讀並明白整個客戶協議,包括第35條有關花旗使用交易對手個人資料的各項通知和同意;而且(c)交易對手能完全理解書面英語,而且不需要被提供風險披露聲明、客戶協議或資料保障通知的中文版本。

交易對手明白其在此簽署,即表示其同意訂立一份有法律效力的協議。

Authorized Signatories

Signature	Date	Print Name	Title
Signature	Date	Print Name	Title