

Investors Europe Limited
745 Europort, Gibraltar
T +350 200 40303
F +350 200 51795
E backoffice@investorseurope.com
Registered Number: 81766
Regulated by the *Financial Services Commission*



RockFX, Spot Forex Trading Account

Individual & Joint Accounts: Opening an Offshore Trading Account

Procedures & Documentation Attached

1. Account Opening Documents *(to be filled in, initialled & signed)* Tick _____
2. General Terms & Conditions *(to be read, understood & initialled)* Tick _____

Check list of items required for Clients

- A.) Certified Copy of Passport or Identity Card Tick _____
(Certified by a bank, solicitor, lawyer, traceable institution or person of Authority)
(Driving licenses are acceptable when containing a photograph)
- B.) Utility bill addressed to Client's home address Tick _____
(Max. 3 months old)
- C.) Other Person(s) authorized to give orders for execution Tick _____
- D.) KYC documents on third parties authorized to execute Tick _____

Annexe 1 *(KYC means the provision of A.) & B.) above)*

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NEW CLIENTS: ACCOUNT OPENING FORM – INDIVIDUALS

1.) CONTACT ADDRESS

Full Name of Investor: _____

Address: _____

City: _____

State/Country: _____

Postal Code: _____

Telephone Number: _____

Mobile Number: _____

Facsimile: _____

Email: _____

Skype: _____

Where did you first hear about our services?

Where	Tick	Which site... person etc?
Internet		
Newspapers		
Magazines		
Friends		
Adverts		
Other (Specify)		

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2. GENERAL INFORMATION

A.) Description of Client's Business: _____

B.) State (or Country) of Incorporation or Formation: _____

C.) Does any other person, broker or other entity have an interest in this account? () Yes () No
If yes, please identify: _____

D.) Has Client ever been the subject of, or initiated litigation, arbitration or any other type of dispute or settlement or procedure with another broker or dealer? () Yes () No

If yes, please provide details: _____

E.) Has the Client ever been the subject of an investigation or proceeding by any commodities, securities or other self-regulatory authority? () Yes () No

If yes, please provide details, including any conclusions reached: _____

F.) Has client changed his name over the last 5 years? () Yes () No

If yes, please provide details: _____

3. BANKING RELATIONSHIPS

A.) Name of Bank: _____ Address _____

Bank Contact: _____ Telephone _____

Account Type: _____ Account No.: _____

IBAN : _____ SWIFT/ BIC: _____

Length of Time with Bank: _____

B.) Name of Bank: _____ Address _____

Bank Contact: _____ Telephone _____

Account Type: _____ Account No.: _____

IBAN : _____ SWIFT/ BIC : _____

Length of Time with Bank: _____

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4. INVESTMENT OBJECTIVES:

_____ Trading Profits _____ Speculation _____ Other

Client's Net Worth: € _____

Client's Annual Net Income: € _____

5. Source of funds - Occupation

Your Occupation: _____ Employer: _____

Describe where the source of the funds you will be trading has come from:-

6. TRADING INFORMATION

investorseurope is committed to complying with the provisions of the Data Protection Directive. In signing these account opening documents, you consent to investorseurope holding and processing the information provided by you for the purposes of providing its services.

A. Professional Experience

- Please provide a brief summary of your professional background.

C.) Has client previously traded? () Yes () No If Yes, Number of years: _____

If yes, please indicate:

- i.) the brokerage firm where account was, or is maintained:

Firm name: _____ Location: _____ ___Active___ Inactive

Firm name: _____ Location: _____ ___Active___ Inactive

- ii.) the average number of trades (executions) every 3 months: _____

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CLIENT ACKNOWLEDGEMENT

Client represents that the information provided herein is true and correct, that he is authorised to sign this document and that he/ she will notify Investors Europe, in writing, of any material changes to said information provided herein. Investors Europe reserves the right to certify the accuracy of the information provided herein and to contact such other persons and agents, including bankers, brokers, Regulators and self-regulatory personnel, as it deems necessary.

CLIENT'S NAME: _____

AUTHORISED SIGNATURE: _____

PRINT NAME AND TITLE: _____

Gibraltar, _____ of _____, 200_

Investors Europe Limited: APPROVAL (for internal use only)

Has the Client filled out **EVERY** page? _____

Are there any GAPS or missing information: _____

APPROVED, Head of Back Office: _____

Gibraltar, _____ of _____, 200_

APPROVED, Compliance Officer: _____

Gibraltar, _____ of _____, 200_

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General Terms & Conditions of Business

The following general business terms and conditions shall apply to all transactions between **Investors** Europe and its Clients, unless otherwise explicitly stipulated in distinct and separate agreement(s).

1. Account Opening Procedures

Clients are encouraged to read through all of the relevant account opening forms very carefully and to talk to our personnel to clarify anything they do not understand. If they still have any queries, they should contact their accountant and/ or lawyers for further clarification.

2. WARRANTIES

In connection with your acceptance of the services offered by **Investors** Europe you represent and warrant that:(a) You possess the legal authority to enter into this agreement and to use the **Investors** Europe's services in accordance with all of the terms and conditions contained hereafter.(b) All information provided by you in the account application and any further information that you provide to **Investors** Europe in relation to your account is true and correct. (c) You have read and understood the contents of the documentation provided by **Investors** Europe.

3. ACKNOWLEDGMENTS:

In connection with your acceptance of the Services offered by **Investors** Europe, client acknowledges and agrees that he is appointing the Company to provide Spot Forex execution services and that the platform in question will be devoted exclusively to spot forex trading in accordance with this Agreement.

- a) The client understands and accepts that when he is trading with **RockFX** trading platform, he is trading an unregulated financial product and that the operation of such a platform is not a licensable activity under Gibraltar's financial services laws and regulations and not subject to the FSC's regulatory remit, being outside the scope of 'financial instruments', as defined by MiFID. The client further understands that the services provided may not be appropriate and that client may be exposing himself to risks that fall outside his knowledge and experience and/or which client may not have the knowledge or experience properly to assess and/or control by way of mitigating their consequences. In providing our product and services to client, client accepts there is a strong risk that:
- the product or services may not meet client investment objectives;
 - client would not be able financially to bear the risk of any loss that the product or service may cause; or
 - client does not have the necessary knowledge and experience to understand the risks involved.

Client further accepts that client is trading on the basis that any and every order placed on **RockFX** will be acted upon by **RockFX** in accordance with his *specific* instructions.

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- b) These services may be provided to you in respect of both cash and contingent liability transactions. A contingent liability transaction is one where you will, or may, be liable to make further payments (in addition to charges and whether or not secured by margin) when the transaction fails to be completed or upon the earlier closing out of the position.
- c) In all transactions between the Company and you it is understood the Company is acting as agent. Where you act in the capacity of an agent on behalf of other clients you agree:
- (i) The Company will be acting solely for you in any and all transactions.
 - (ii) The Company will act solely for you whether or not the Company becomes aware, directly or indirectly, of the identity of any of your customers and any principal of yours so identified will not be treated as an indirect customer by the Company. In relation to any transaction entered into by you as agent in such circumstances, you warrant that:
 - (iii) You have due authority to enter the transaction on your principal's behalf on the terms of this Agreement and that the transaction and such terms thereof will bind your principal accordingly.
 - (iv) Such principal has, at the time the transaction is entered, sufficient resources to meet its obligations there under, and that you will notify the Company if this ceases to be the case
- d) You are entirely responsible for the confidentiality of any Client Account Identification references given to you. You will notify **Investors** Europe immediately of any unauthorized use of your account or any other breach of security.
- e) **Investors** Europe and its agents may, at their discretion, act in all matters on instructions given or purporting to be given by or on behalf of you verbally, by fax, or by e-mail or other electronic transmission, and **Investors** Europe and its agents shall not incur any liability by reason of acting or not acting on any such instructions.
- f) You will be financially responsible for any and all brokerage, administrative charges (IEL reserves the right to levy a fee to cover due diligence costs) margins or commissions that arise from the use of your account by you or third parties introduced and you agree to pay all fees, charges, margins or commissions for services you receive from **Investors** Europe, or its agents.
- g) **Investors** Europe reserves the right to change the brokerage it charges you from time to time and to introduce new brokerage levels. Where permitted by the applicable regulations, we may receive or provide remuneration, fees and/or commission and non-monetary benefits from or to, or share charges with, an associate or other third party in connection with transactions carried out on your behalf. In particular, we pay and receive retrocessions from many introducing brokers and stock brokers for transacting forex for you. These arrangements are designed with your best interests in mind.

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- h) You accept unreservedly that **Investors** Europe can give no guarantees of performance on any product that you have executed through **Investors** Europe where **Investors** Europe may have helped you to reach an investment decision.
- i) **Investors** Europe, and its agents, will provide no legal, tax or investment advice in connection with your account. You agree to obtain your own investment, legal and tax advice from a qualified professional (or to assume the risk of not so doing) with respect to your use of the Services
- j) All transactions you make pursuant to this agreement will be subject to the constitution, by-laws, rulings, regulations and customs of the exchange or market (and its clearing house, if any) where the orders for such transactions are executed. You agree that, where relevant, **Investors** Europe may have access to your settlement account at your depository, depository bank or equivalent to settle any trades that you may have made through **Investors** Europe.
- k) All trades conducted by you will be on a cash basis; if upon the purchase or sale of any product **Investors** Europe is unable to settle the transaction by reason of your failure to make payment or deliver the product, you will reimburse **Investors** Europe for all related costs, losses or liabilities.
- l) Should you become indebted to **Investors** Europe for any reason, you will repay such debts forthwith. You agree that failure to promptly pay such debts will give **Investors** Europe the right to close all your trading accounts and to settle any such debts and margins through your settlement bank, clearing facility or any accounts held with or introduced to **Investors** Europe. Should you only pay part of such debts you shall be liable to **Investors** Europe for any difference still owed.
- m) Any expenses on **Investors** Europe's part in connection with replies to inquiries by public authorities, pursuant to national or international legislation, will be recharged to the Client. Any expenses incurred by **Investors** Europe in connection with auditors' comments/ reports requested by the Client will also be recharged.
- n) If you should ever require trading information and statements to be sent by Email, any and all such communications sent to you at the e-mail address you disclose on this application, shall be considered delivered to you personally whether you actually receive them or not. If you do not notify **Investors** Europe in writing of any errors or objections to any trading information or statements within 7 days from the date of physical execution or of a statement's presentation, Emailing or faxing to you, you agree that the information shown shall be deemed to be accepted as correct by you, notwithstanding that specific acknowledgement or acceptance is requested by the Company from you but none is given, and **Investors** Europe shall be released from all claims in connection with this information or any action taken or not taken by **Investors** Europe regarding your trading account. Trading confirmations forwarded by **Investors** Europe or any other transcript from **Investors** Europe require no signature. Verbal trade confirmations, if ever given, are always subject to final confirmation in writing.
- o) As you receive execution reports and statements directly from your online trading platform, rather than from **investorseurope's** back office, you accept and acknowledge that **investorseurope** may be working with third party software technology and third party trading platforms and will not send any trade execution information or statements as this will be provided to you by your own trading platform and it will be wholly incumbent on you to confirm the validity and correctness of the trading platform information provided to you and you agree to hold **Investors** Europe and its agents,

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affiliates, officers and employees harmless from any claim, demand or damage arising thereof. **investorseurope** will facilitate information, execution reports and statements for your trading platform at your request by liaising with the platform and software supplier(s) and will actively support you and generally help in good faith to resolve any issues with executions & statements on your online trading platform.

- p) **Investors** Europe has the right at its sole discretion to close positions or any part thereof at any time, with or without notice, if the Company deems it necessary for its own protection. A position may be closed in such a manner as the Company deems appropriate.
- q) **investorseurope** will hold client money as trustee in non-interest earning account at approved clearing brokers or brokers chosen by the Company.
- r) **Investors** Europe shall not be liable for any loss however caused, whether directly or indirectly, by government restrictions, by exchange or market rulings, the suspension of trading, wars, strikes or by reason of any other fact that is beyond the control of **Investors** Europe or any agent or employee of **Investors** Europe.
- s) You agree to bear any margin or foreign currency exchange risk arising from any transaction effected pursuant to this Agreement.
- t) You agree to bear any administrative **investorseurope** costs related to transfers or any transfer costs or levies by banking and settlement institutions when transferring monies and/ or financial products to or from your account(s) at **investorseurope**.
- u) **Investors** Europe is not liable for any penalties, fines, brokerage or other administrative liabilities incurred by you in relation to the Services provided.
- v) **Investors** Europe may modify or discontinue its services or any part of them at any time, and these services may be periodically unavailable to allow for systems maintenance and updates. **Investors** Europe shall not be liable for delayed or discontinued services.
- w) The Client is under obligation to notify **Investors** Europe of any important change in information relative to circumstances concerning the present agreement. You should be aware of the fact that until such time as we are advised of any change in respect of any of the above matters, we shall continue to assume that they are correct for the purposes of acting on your behalf and that they continue to govern the relationship between us.
- x) The Client is under an obligation to notify **Investors** Europe, in writing, within two weeks, of any change of address or contact.
- y) Any notice to the Client can, with binding effect, be forwarded to one of the addresses and Emails or other contacts stated in the agreement, subject to clause w.) above.

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4. DISCLAIMER AND LIMITATION OF LIABILITY. **Investors** Europe does not represent or warrant that its Services will be uninterrupted or error-free, that defects will be corrected, or that the Services or the server which makes them available will be free of viruses or other harmful components. **Investors** Europe does not warrant or represent that the use or the results of the use of the Services or any materials made available as part of the Services will be correct, accurate, timely or otherwise reliable. You specifically agree that **Investors** Europe will not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Services. **Investors** Europe and/or its agents make no representations about the suitability, reliability, availability, timeliness and accuracy of the Services for any purpose. These Services, inclusive of any type of assistance given, are provided "as is" without warranty of any kind. In no event shall **Investors** Europe and/or its agents, affiliates, officers and/or employees be liable for any direct, indirect, punitive, incidental, special or consequential damages, or any damages whatsoever including, without limitation, damages resulting from the negligence or gross negligence of **Investors** Europe, its agents, affiliates, officers and/or employees, damages for loss of use, data or profits arising out of or in any way connected with the use or performance of the Services; with the delay or inability to use the Services; and the provision of or failure to provide Services.

5. INDEMNIFICATION. You agree to indemnify and hold **Investors** Europe and its agents, affiliates, officers and employees harmless from any claim, demand or damage, including reasonable legal fees, asserted by any third party due to or arising out of your use of the Services.

6. TERMINATION. **Investors** Europe may terminate your access to any part or all of the Services, and any related Services, at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever. Non-performance concerning any of the stipulations of the agreement shall result in termination of the agreement. Furthermore, **Investors** Europe shall be entitled to consider the agreement as having been terminated in the following cases:

- 1.) If individual legal proceedings are taken against the Client by the levying of execution or attachment.
- 2.) If the Client does not pay fees, brokerage or payments due.
- 3.) If insolvency proceedings are commenced against the Client.
- 4.) In case of the Client's death.
- 5.) If the Client's business is party to this agreement and is merged with another company.

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7. SEVERABILITY. If any provision or condition of this agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remainder of this agreement shall not be affected and this agreement shall be carried out as if such invalid or unenforceable provision were not contained herein.

8. CONFIDENTIALITY. **Investors** Europe will not monitor edit or disclose any personal information about you or your use of the Services without your prior permission unless **Investors** Europe has a good faith belief that such action is necessary to:

- (a) Conform to legal requirements or comply with legal process;
- (b) Protect and defend the rights or property of **Investors** Europe;
- (c) Enforce the terms of conditions of this agreement;
- (d) Protect the interests of its other clients or others.

IEL is committed to complying with the provisions of the Data Protection Directive. In signing this questionnaire, you consent to IEL holding and processing the information provided by you for the purposes of providing its services. You also consent to the transfer of such data outside of the European Economic Area.

9. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between **Investors** Europe and you and supersedes all prior or contemporaneous communications and proposals, of whatever medium, with respect to the Services offered to Clients.

10. JURISDICTION.

- (a) This agreement is governed and shall be construed in accordance with the laws of Gibraltar
- (b) Subject to clause (c) below, the parties irrevocably submit to the non-exclusive jurisdiction of Gibraltar courts to settle any disputes which may arise out of or in connection with this Agreement.
- (c) Notwithstanding clause (b) above, **investorseurope** shall be entitled to take proceedings in the courts of any other jurisdiction in which client(s) holds or has held any assets.

11. FORCE MAJEURE. **Investors** Europe shall not be responsible for any damage or loss due to declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, or similar, break down in telecommunication or IT-systems, nor for strikes, lock-outs, boycotts, or blockades, notwithstanding that **Investors** Europe is a party to the conflict, including cases here only part of **Investors** Europe 's functions are affected by such conflicts, and notwithstanding the cause.

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12. Agency. The Client shall be entitled to enter into a written agreement to be represented by an agent. Any change or revocation of the agency will only become effective after **Investors** Europe's receipt of a written notice on this matter and **Investors** Europe's written confirmation to the Client.

13. Coming into force. The general business terms come into force as from 1st January 2009. They replace former business terms and shall apply to **Investors** Europe's **RockFX** Clients for the trading of Spot Forex.

14. Changes. **Investors** Europe shall be entitled to change these general business terms of this agreement and the Client will receive a written notification of these changes. The provisions of this Agreement shall be capable of being amended or waived by the Company giving notice in writing signed by an authorised officer of the Company. No employee or agent of the Company has any authority to waive or amend this Agreement or any of its terms (or bind the Company by any ancillary or other agreement or arrangement). The provisions of this Agreement may only otherwise be amended or waived if such waiver or amendment is made in writing signed by an authorised signatory of both parties. A waiver in one instance shall not apply to any other instance.

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ANNEX I

Dear Sirs:

The following are fully authorized to give orders on **RockFX** for execution on my behalf.

- 1.
- 2.
- 3.
- 4.
- 5.

Gibraltar, _____ of _____ 200_

I/We agree unconditionally to accept and abide by the terms of this contract and by Investor Europe's General Terms & Conditions.

Very truly yours,

Full Name: _____

Signature: _____