

GENERAL TERMS

This agreement is a contract between the Customer (as described in the Client Application Form (Part A of this Agreement), and Grand Financial International Limited ("GrandBrokers"). It specifies the conditions under which GrandBrokers will offer its services to customers. Read it carefully and seek clarification of any points that may be unclear. The terms set enters into force and the rights and obligations of the parties will apply from the date of signature of this agreement.

GrandBrokers offers agency, Spot foreign exchange contracts ("Contracts") and contract for difference ("CFD"). Agrees to provide services to the customer on the basis of:

- a) Client Service Agreement (consisting of Client Application and general terms and conditions);
- b) Disclosure Statement (DS), and
- c) Any other additional terms and conditions issued by GrandBrokers in connection with the Services.

1. Appointment and representations:

Customer wishes to appoint GrandBrokers to trade Spot foreign exchange contracts and contract for difference on its behalf. Thus, the Customer acknowledges that:

- a) Client Services Agreement (consisting of Client Application and general terms and conditions) and the Disclosure Statement is an agreement in connection with this Agreement;
- b) The customer has full power and authority to enter into this Agreement and any subsequent transactions and to perform the obligations under it. Customer warrants that they will provide complete and accurate information as requested, will disclose all relevant information and will act in good faith and comply with all applicable laws, rules and regulations during all dealings with GrandBrokers, where the customer is a company or incorporated unit, the Customer warrants that the company or incorporated entity formed legally and has power and authority to trade in securities and dealing on contracts and the person (s) implement this agreement has the power and authority to execute this Agreement;
- Where the client is a trust or partnership, the Client warrants that the Trust Deed or Partnership document (as appropriate) permit trade in contracts and the person performing this contract has such power and authority to execute this Agreement;
- c) The customer has been considering their own economic circumstances, needs and goals, and stated that the trading of contracts is appropriate for them. Customer warrants that they understand the risks, the terms and conditions of the transactions entered into with GrandBrokers (whether information from GrandBrokers) and are willing to assume those risks.
- d) GrandBrokers is not, nor any of its directors, officers, agents or employees guarantees the repayment of capital or payment of income in connection with any investment, as GrandBrokers on client's behalf.
- e) The customer will deal with GrandBrokers on a principal to principal basis only and no other person has or will have any other interest in any contract that GrandBrokers keeps the client's behalf. If a client wants to act as agent for a other party, the client will advise GrandBrokers and GrandBrokers request to create a different account.
- f) The customer has had the opportunity to obtain independent financial and taxation advice on the Client Services Agreement and disclosure document;
- g) All money and / or assets deposited with the GrandBrokers as collateral or margin is owned by the Client, free of mortgage, charge, security interest or other encumbrance.
- h) No part of any funds remitted by the Client have been the proceeds of illegal activities, or used for terrorist financing or money laundering. Customer agrees to provide such information in connection with their business and financial affairs, as may be reasonably requested by GrandBrokers for compliance with AML / CTF or other regulatory requirements.

2. Definitions and interpretation

2.1 The defined terms used in this Agreement are in capitals and are defined in this clause.

- Reference to the singular include the plural and vice versa
- Reference to the male implies female and vice versa
- In this agreement, indicating any reference to the Customer where the Customer comprises more than one person shall be bound jointly and severally by the agreement
- Headlines, examples and references in this Agreement are for reference only and shall not affect its interpretation
- Any reference to any law, regulation or order made involves reference to all amendments, withdrawal or other changes made to such law or order.

2.2 In this Agreement the following terms, unless otherwise indicated, have the following meanings:

GrandBrokers, we or us means GrandBrokers

The agreement means all the terms, conditions, records, representations and warranties contained herein and in any supplementary agreement, including GrandBrokers's Client Service Agreement and Disclosure Statement.

Allocation Policy provides that orders will be completed in the order they are received, except that customer orders will be filled before the house is being filled.

Authorized person means the Customer and any other person who has been authorized in writing by the customer to act on the client's account and who can tie the customer under this agreement.

Base Currency means the currency in which the relevant account is denominated, and will be in U.S. dollars unless otherwise stated.

Business Day means a day on which the Exchange is open for trading, clearing, settlement and delivery (or Off Exchange contracts that one day the relevant underlying exchange rate or commodity under consideration). Compared to other services and communications, means any day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Auckland, New Zealand.

Client means the person(s) who performed this document in the Client Service Agreement and have had an account with the Company.

Client Application Form means the form provided to customers, apply for an account with GrandBrokers.

Client Bank Account has the meaning given to it in the Futures Industry (Client Funds) Regulations, the 1990th.

Customers' funds has the meaning given to it in the Futures Industry (Client Funds) Regulations, the 1990th.

Client Fund regulations mean Futures Industry (Client Funds) Regulations, the 1990th.

Collateral means securities or other assets, including money or any guarantee or indemnity accepted by GrandBrokers from the client instead of cash in order to comply with the Client's obligations to pay, or approved by GrandBrokers as collateral.

Contract means any transaction for Spot Foreign Exchange (FX margin) and Contracts for Difference (CFD margin) or other contracts can be introduced by GrandBrokers from time to time, or any other agreement which GrandBrokers can conclude that it can meet its obligations under such contract.

Contract for Difference (or "CFD"): an agreement that allows you to make a profit or loss from fluctuations in the price of a CFD. The price of a CFD is based on the price of an underlying asset ("underlying asset"), e.g. a commodity on an exchange.

Counterparty means any person or entity that takes versus position of a contract, including a bank or financial intermediary, both in OTHER or overseas.

Dealing has the meaning as defined by section 37 (5) of the Securities Markets Act 1988.

Disclosure Statement means the information required to be disclosed to clients by investment brokers and advisors in order to comply with the Securities Markets Act 1988.

Discretionary Account: an account where the customer has authorized another person(s) to trade that account on the Client's behalf.

Effective Date means the date of signing signature form.

End of Day means, 17:00 New York time.

Expert Advisors (EAs) are scripts designed to run **automatically or semi-automatically a particular trading strategy**. The Expert Advisor follows the variations in the prices of one or more currency pairs as well as the prices of other products such as commodities and stock indexes. The Expert Advisor takes investment decisions according to instructions and rules defined on its source code by the investor.

Futures Contract has the meaning given that term in § 37 (1) of the Securities Markets Act 1988.

Futures & Options Exchange means a licensed or registered with the Exchange for trading in futures and / or Options.

Initial margin is the amount required in connection with a contract signed by the Customer.

Long position means a person have a majority of purchases over sales of the commodity, currency or other investment instrument.

Margin: either an initial margin or variation margin.

Managed Accounts: the customer's accounts using the services of an experienced trader, called Money Manager, that will be responsible for investments on the account.

Minimum Equity Balance: minimum money required on an account in order to maintain a position.

Minor means a person less than 18 years at time of application. Off-Exchange means a market for trading contracts not executed through a Futures & Options Exchange.

On-Exchange means a market for trading in futures contracts that are executed through a recognized Futures & Options Exchange.

Order means an instruction to buy or sell contracts or securities, and provides instructions to change or cancel a previous instruction (s).

Regulatory authority means any authority, body or person responsible for or in connection with the regulation or supervision of trading in futures contracts or for enforcement of any other law or rules applicable to trading in futures contracts.

Regulations mean Futures Industry (Client Funds) Regulations 1990 and any subsequent changes.

Securities include securities, equities, warrants, exchange and unlisted funds, bonds, negotiable contracts and other negotiable instruments in abroad.

Securities Commission means the Securities Commission established pursuant to § 9 of the Act the Securities the 1978th

Short position means where a person has an excess of sales over purchases of a relevant commodity, currency or investment instrument.

Specified Client Investment has the same meaning as in the Futures Industry (Client Funds) Regulations 1990.

Spot: the price is quoted for immediate (spot) settlement (payment and delivery). Spot settlement is normally one or two business days from trade date.

Underlying asset Underlying asset for which the value of a contract is determined.

Variation Margin: The difference between the value of a contract at the time it is created and its value at a later date.

3. Term and commencement

This Agreement shall enter into force and the rights and obligations of the parties under this agreement will apply on and from the Effective Date and continue unless terminated in accordance with these terms and conditions.

Customer acknowledges that these Terms and Conditions and your account will continue until you have performed all your obligations under this Agreement, all positions have been settled, and your account has been terminated in accordance with these terms and conditions.

4. Application of regulations

Both parties agree that the terms of their relationship and any subsequent negotiations are subject to and bound by:

- Securities Markets Act 1988 and any other laws, rules or Exchange Rules applicable;
- This agreement.

5. Scope of services

5.1 GrandBrokers can process on a client's behalf on all products listed in GrandBrokers's Product Schedule (as amended from time to time).

5.2 GrandBrokers is mainly in the business of providing online trading facilities enable customers to effectively deal with contracts and / or trading in securities on an execution only basis. GrandBrokers will perform transactions on the Client's behalf solely on clients' instructions, and this should not imply any advice or any endorsement or recommendation on the merits of such a transaction. GrandBrokers is not obliged to explain any risks that may arise as result of a specific transaction; the customer has had the opportunity to seek independent financial advice.

5.3 GrandBrokers does not provide advice, recommendation or direction of the benefits of a particular transaction. But from time to time, may GrandBrokers provide the following information:

- Historical and / or factual information
- General product advice (without considering a single customer's situation)
- Publications, updates, research or information sheets based on information from external sources.
- It should be clearly noted that GrandBrokers makes no representations, warranties or guarantees of suitability, completeness, truth or accuracy of this information, recommendations and advice, and assumes no liability for

decisions based (in whole or in part) any such information. GrandBrokers recommends customers consider all information, opinions and guidance in light of the specific individual circumstances.

5.4 Neither GrandBrokers or its employees trading on a discretionary basis. If approached by an employee to act on a discretionary basis, GrandBrokers requests that the client refuses such an offer and advise GrandBrokers directly from this approach.

5.5 As GrandBrokers is trading in OTC products, these are off Exchange. Customer agrees that GrandBrokers can handle the customer, as principal where the relevant underlying market or security is not regulated by the rules of stock or investment exchange. However, GrandBrokers hedges such trades either through OTC contracts or traded contracts. In all cases, as GrandBrokers is not a member of any Exchange will these contracts be traded with GrandBrokers's counterparties that may or may not act directly on the exchange.

6. Risk Warning

6.1 Some of the key risks include the following:

- Leveraged products. The high degree of leverage that is available in this type of contract because of small margin requirements can work both for and against the customer. The use of leverage can lead to big losses and big gains. Customer may be required to pay an additional amount to cover fees on open and closed positions.
- Derivative volatility, these markets are speculative and volatile. The prices of the underlying securities can fluctuate rapidly and may reflect unforeseen events or changed circumstances. These can be difficult if not impossible to predict.
- Sometimes markets move so quickly that "gapping" or "creep" occurs. This is where the markets move so fast that sudden drops or increases occur. If this occurs in the underlying market, which also affects the price, and may mean that the client is not able to close a position or open a new position at the price that the customer placed the order.
- The placement of contingent orders (such as stop-loss orders) can not always reduce a client's loss to the amount they would like. Conditions can prevent the execution of such orders.
- Other factors in the underlying market
 - As the price of the contract is based on an underlying market, factors in the market may also affect an individual's position. Some political, governmental or other events may cause the underlying securities to be suspended from trading. This may affect GrandBrokers's ability to offer our products to customers, including closure of existing positions.
 - What the market lacks liquidity (due to insufficient trading activity, or where order demand a certain price or for a particular asset at a specific underlying market exceeds supply), this may affect GrandBrokers's ability to provide the relevant contract in sufficient quantity to allow a client to close a position or open a new position.
- Margin calls
 - If the price moves against you, you may be required at short notice to deposit additional margin funds GrandBrokers to satisfy our margin call requirements and maintain your position. This amount can be significant.
 - If a client does not provide the additional funds within the prescribed timeframe, their account liquidated at a loss and they will be liable for any deficit in their account. The positions are marked to market on a daily basis with payments that are settled daily to take account of market movements.
- Minimum balance
 - If a client's account falls below the required minimum balance, as outlined in this agreement, GrandBrokers reserves the right to reduce or close out the Client's positions. The minimum balance can be varied in GrandBrokers's sole discretion.
- Losses caused by scattered
 - If a client opens a position and closes it before the market has moved positively, they can still suffer a loss in the extent of spread and any fees or commissions. Furthermore, the spread can be larger at the time when the client closes the position than when they opened it.
- Liquidation
 - GrandBrokers reserves the right not to accept a client's request, or to close a position, without their consent in certain circumstances. Refer to § 12 of these terms and conditions.
- Third Party Supply
 - Data supplied by third parties, may be delayed, inaccurate or unavailable. GrandBrokers is not responsible for delivery of these information services or the consequences if they fail, are delayed or are incorrect.
- Currency Risk
 - Customer accounts are maintained in the currency, the customer has nominated (base currency).
 - When a customer trades in a contract that is in a currency other than their base currency, all margins, profits, etc. losses under this contract are calculated using the currency in which the contract is fixed.
 - For this reason, a client's profits and losses can be affected by fluctuations in exchange rates. Conversions of the foreign currency balance, Client's account is done automatically every day at the end of day using the Exchange Rate as quoted by GrandBrokers.

- Operational risk
 - While GrandBrokers has made every reasonable effort to ensure continuity of services, operational risk, such as disruption of communications, computers, network or external events lead to delays in execution and settlement of a transaction.
- Indemnification
 - Should any client fail to pay or provide security for amounts payable to the GrandBrokers or fails to perform an obligation as described in the customer agreement, these terms and conditions will GrandBrokers to take steps to protect our position (including such power to close out positions and to charge default interest). Under these terms and conditions, including Client indemnifies GrandBrokers and its agents, representatives and employees against certain losses and liabilities. GrandBrokers's liability is expressly limited. Please read these terms and conditions and our Disclosure Statement carefully to ensure that these cases are clear prior to the signing of a documentation.
- Legislative requirements
 - Since these products are contracts with GrandBrokers directly and not traded on a licensed market or regulated exchanges, they are not granted the same protection as is undertaken through an exchange or authorized market. There is no guarantee or equivalent governing trading on the OTC market.
 - Changes to exchange law, regulatory or tax requirements affecting GrandBrokers's ability to deliver our services to customer and / or may have a negative effect on the Client's game with GrandBrokers.

7. Account Management

7.1 Account Opening To open an account, the applicant will be asked to complete the relevant application form, please read the Disclosure Statement (including details on risks associated with trading these instruments) and provide identification as specified in the application. GrandBrokers is not required to open an account with a person or entity, even if all information has been provided.

7.2 Password

When the Client's account is opened, the customer will be issued with a password and login details. The Client's responsibility to ensure their passwords securely. Should the security be breached, the customer must inform GrandBrokers immediately. After confirmation of identification, will GrandBrokers reissue a new password, and if desired by the customer, placing a hold on the Client's account.

7.3 Minimum Deposit

When a client decides to act, they will be asked to deposit an initial sum of money. This will include the money that the customer wants to shop and an initial margin amount (covering the margin requirements).

7.4 Right to demand money / security

GrandBrokers may require payment of money or provide other security that GrandBrokers believes in its sole discretion, appropriate in connection with the obligations incurred by it in connection with contracts for a client's account. Time is crucial and the customer must pay any amount called or provide security within 24 hours after the call for payment or if the resident or domiciled outside New Zealand, within 48 hours unless a different period is specified in this Agreement. However GrandBrokers reserves the right to close customer positions where there is not enough equity held in the account.

7.5 Trading Company and Client Rights

The company, its directors, partners or employees may deal in Contracts as principal at their own expense.

By placing an order with an executing dealer (who may or may not be the Company), the Executing Dealer incur duties as principal, even though the contract may have been recorded on the Client's instructions.

7.6 Custody

If a client has more than one account open with GrandBrokers, each account will be treated as a completely separate account, unless GrandBrokers advised in writing by the Customer (and GrandBrokers, in its sole discretion agree) to treat the customer's accounts as one account.

Where accounts are treated separately, it means that credit, (ie money deposited as margin) not unless GrandBrokers exercise its rights under § 14 of these general terms and conditions, discharge any of the Client's obligations under with a different account.

Where accounts are treated as one account, all references to account for in this Agreement as applicable to the aggregate accounts.

7.7 Use of Customer's daily statements

You agree to use your daily statements to confirm all orders that you place with us and monitor your margin obligations.

GrandBrokers still reserves the right in its sole discretion not to accept any order from you.

7.8 Statement

GrandBrokers will report on all open positions and open orders to you through our electronic trading platform, with a daily statement provides an overview of vacancies, free capital, margin requirements, cash and fees and charges provided to you on a daily basis at the end of each trading day.

We invite you to become familiar with the statements we give you, and understand how to read important elements such as your margin requirements, open positions, and any free equity.

7.9 Client commitment to revise

It is your duty to review any agreement confirmation we send to you immediately to ensure its accuracy and report any discrepancies which you may have to us within 2 working days.

7.10 Currency Ledgers

Each account can operate multiple Currency Ledgers. This means that money can be paid into the account in multiple currencies and any net balances will be reported in the corresponding Currency Ledger. GrandBrokers will generally settle trades in the currency in which an appropriate ledger exists, except that where such currency balance in the Ledger is insufficient, may GrandBrokers settle FX transactions in any currency Ledger. However, GrandBrokers report any amounts due to or from GrandBrokers in the Base Currency at market conditions as prescribed in our trading system at the time of the daily rollover.

At any time, the Customer may request the amount to be converted into client's base currency at the relevant exchange rate as quoted by GrandBrokers and GrandBrokers reserves the right to convert the Base Currency only when any currency ledger balance falls below U.S. \$ 200 or equivalent in another currency.

7.11 Contract notes

GrandBrokers will send the client a contract note contains important information about the transaction as a result of the purchase or sale of any investment.

All transactions will be payable in accordance with market demand (as shown in the relevant contract note or advice). The customer must ensure that GrandBrokers receives all cash and securities at maturity in connection with any transaction which is to settle on the Client's behalf and that all cash or investment assets held by or transferred to, GrandBrokers will become and remain free of any lien, charge or encumbrance. All payments to GrandBrokers will be made without set-off, counterclaim or deduction.

The value date for all transactions will be the second business day after the date of the transaction. Workdays are Monday through Friday (except public holidays and public holidays observed in New York).

GrandBrokers can agree on, in its sole discretion, to give credit for a transaction to be carried out overnight for a fee.

8. Client money

8.1 Separation of funds

All money received from the customer or a person authorized by the Client is kept in a separate segregated client accounts bank account.

Customer agrees and acknowledges that while the client money is segregated from the house money, all client funds are collected as a single customer balance can not be protected if there is a default in the overall separate account balance.

8.2 Authorized deductions

Customer agrees that GrandBrokers is entitled to:

(A) Pull, deduct or apply the amount paid by the customer to GrandBrokers and / or partner to GrandBrokers from Client money held in any segregated account or invested GrandBrokers, including, without limitation, making a payment for or in connection with the margining, adjusting or settlement of negotiations for agreements entered into by the customer or payment of interest charges, commissions or interest GrandBrokers with all such sums of money belonging GrandBrokers, and / or

(B) Use funds in customer segregated accounts to manage GrandBrokers's negotiations with counterparts in client positions. Counterparty. These accounts will also have the same separation protection as mentioned above.

(C) Examine any property other than money given to GrandBrokers by the customer in such a way that GrandBrokers in our sole discretion, deems appropriate in view and in connection with margining, adjusting or settling transactions in contracts with us or sell or charge any or all of such property as may be in our control after a default event.

(D) Save all the interest on client money held in segregated accounts in a bank approved deposit institution and / or exchange clearinghouse.

8.3 Interest

GrandBrokers will not pay interest on client money that is held for a client.

But if there is a debit balance on the client's account so GrandBrokers is entitled to charge the customer interest at an interest rate set by GrandBrokers on the full amount of this balance and Customer will be obligated to pay such interest. All interest rates are available from GrandBrokers request.

8.4 Deposits customer can transfer money to GrandBrokers using one of the following methods:

- Bank Transfer
- Card

The Client's responsibility to ensure that all funds are accurately referenced with Client account number to allow GrandBrokers to immediately use the funds to the correct account. We are not responsible for any delays caused by incorrect or incomplete references between the funds transferred. GrandBrokers will act only on cleared funds, so as to maintain the Client's open positions GrandBrokers recommend a client retains sufficient margin to allow time for collection and transfer of funds.

Third Party Accounts: The Client's responsibility to ensure that all funds deposited into their account from an account in the Client's own name and not any third party unless GrandBrokers has been notified in writing prior to shipment of such money. We are not obliged to receive money from a third party and will not accept or bear any responsibility for liability for any loss, damage or other event as a result of our decision to return such funds, including any loss which you, because you subsequently, in breach of your obligations under this Agreement.

8.5 Withdrawal of client money

The customer can withdraw money from an account by sending a signed request for payment form by email. This should detail Client Account details, the size of the withdrawal and the account that the money should be paid. GrandBrokers will not pay money to a third party account, the account must be in the name of the account holder.

The customer will only be able to withdraw money available for margin obligations have been fulfilled and any fees, commissions or other charges are deducted.

8.6 Third-party transactions

GrandBrokers is entitled to transfer its responsibilities to a third party or an affiliated entity, including (but not limited to) an Exchange and clearing house, intermediate broker, settlement agent or OTC counterparty located either inside or outside of OTHER ("third party"). GrandBrokers shall have no responsibility for any loss which the customer may suffer as a result of the insolvency, acts or omissions of such third party.

8.7 Unclaimed Money

Under certain circumstances, GrandBrokers manages clients' money for a client who has been awarded but not claimed by them. GrandBrokers will cease to treat any unclaimed balances clients' money after a period of six years, provided that all reasonable steps are taken by GrandBrokers to contact the client regarding this balance. GrandBrokers undertakes to make good any valid claim against balances that are released from being treated as client money when the provision of client data to validate their claim.

9 Execution of orders

9.1 Ordering

Orders can be received in writing at one of the following ways:

- Electronically through our electronic trading platform.

The Client's obligation to ensure that their instructions have been received from GrandBrokers.

Orders must be received to allow sufficient time for GrandBrokers to implement them and GrandBrokers assumes no responsibility for any errors or omissions as a result of misunderstandings in oral or written instructions. The Client's responsibility to ensure that all information about the customer's Order are correct, including without limitation the name of the contract or security purchased or sold, quantity and total value of this Order.

If GrandBrokers does not receive notice of any potential for misalignment of two (2) business days, the daily trading statement of confirmation issued by GrandBrokers to the Customer via the online trading platform that is considered to have been accepted by the customer.

9.2 hours of operation

GrandBrokers generally operate between the hours 22.00 GMT Sunday time and closes at 21.00 Friday GMT time except that:

- (A) GrandBrokers is not obliged to quote prices or accept orders or instructions in connection with a contract for a public holiday in any jurisdiction which GrandBrokers's reasonable opinion, affects the relevant underlying markets, and
- (B) GrandBrokers is not obligated to accept orders or quote prices over time, where the relevant exchange is closed for business;
- (C) GrandBrokers reserves the right to change these hours as above, from time to time in its sole discretion.

All orders received outside trading hours will not be implemented before the start of the next trading day.

9.3 Order Types

A list of Order Types is published on GrandBrokers's website and amended from time to time.

9.4 Order Execution

In accordance with GrandBrokers's Distribution Policy, the orders are executed in the order they are received, except that customer orders will be filled before the house is being filled.

9.5 Confirmation

Should the customer places an order through our electronic trading platform, they will receive an immediate confirmation of status of order. It is important this is checked thoroughly. Phone orders will be repeated back to the client for confirmation, and conversations will be recorded. (Note § 15 re notification of errors or inconsistencies)

9.6 The right to refuse to deal

GrandBrokers reserves the right at any time, limit or refuse to enter into a contract for the customer, but guarantees that we will notify you of any refusal or limitation as soon as possible. That refusal or limitation affecting any other rights and powers under this Agreement.

The Company is not obligated to act in accordance with the Client's guidance where this would cause a violation of any applicable laws, rules or regulations or cause a breach of this Agreement.

9.7 Opposite positions

Under certain circumstances, GrandBrokers take the opposite position in the contract, but only acting for another client.

9.8 Shut Out of Positions

At any time, with or without notice to the customer, and in addition to any other rights GrandBrokers may have under this Agreement may GrandBrokers choose to close or limit the size of a client's open position (s) (net or gross) if any of the following occurs:

- (A) GrandBrokers reasonably consider any abnormal market or business conditions or
- (B) GrandBrokers are unable to quote prices in the market due to lack of market information (for whatever reason) or
- (C) GrandBrokers believes that a client may be in violation of an applicable regulation or law, or be privy to "inside information" as defined in § 2 (1) of the Securities Markets Act 1988 or
- (D) A client has failed to provide any margin deposit or other amounts due under this Agreement in connection with any contract or such margin amounts or Collateral fall below our margin requirements, or
- (E) the total size of all Client's orders and / or all other orders on a contract exceeds GrandBrokers's Normal Trading Size, or
- (F) if a contract is withdrawn from the GrandBrokers's Product Schedule, or
- (G) GrandBrokers will be asked to close or restrict a client's position at the New Zealand Securities Commission or other regulatory body or
- (H) GrandBrokers exercise our rights under § 26.1 of these General Terms and Conditions.

9.9 Rollover at the end of day all Client open spot positions are rolled over to next day.

9.10 Cancellation of orders

An order (or part of an order) may be terminated at any time prior to its acceptance by GrandBrokers. If not received prior to acceptance, this order shall be considered valid and binding under these General Terms and Conditions and the Customer will be responsible for determining that all or part as appropriate.

9.11 No legal or financial interest in the underlying asset

Customer acknowledges that invest in these types of products do not transfer the legal or beneficial interest in any underlying asset and the customer has no right or obligation to acquire or deliver such underlying asset.

9.12 GrandBrokers's right to deal

The Company may treat the contracts as principal for its own account and business managers, partners or employees dealing with contracts for its own account.

GrandBrokers may, under certain circumstances, GrandBrokers take the opposite position in the contract, but only acting for another client.

10. Client instruction

10.1 Instructions

GrandBrokers can rely on and treat as binding written or oral instructions, which we have accepted in good faith, and which we believe to be from you or anyone entitled to act on your behalf.

Completely at GrandBrokers's discretion, we may accept verbal or written instructions, and may request that the oral instructions confirmed in writing.

Customer agrees that all instruction and communications sent by the client or on his behalf is made at the client's risk and the Customer authorizes us to rely and act on, and treat as fully authorized and binding on the client, any instructions (whether written) that GrandBrokers in good faith believe to have been given by or on behalf of the client with any intermediary who GrandBrokers in good faith believe to have been duly authorized by the customer.

GrandBrokers has the right to act on the basis that all acts, orders or instructions transmitted online using your login, password and / or account number is authorized by you unless we have already been notified, in writing, you suspect breach of your login or password. We are not required to establish the identity of any person quotes a customer's user name, account number and / or password, or if we reasonably believe that person to be an authorized person.

It is your responsibility to follow all the safety information regarding the confidential account (including username, password and account information) and to advise us immediately in writing if you believe that such information has been breached.

GrandBrokers is not responsible in any way for any act or omission by us in trust for a given instruction or action taken by a person acting or purporting to act on behalf of the customer who is not listed as an Authorized Person. GrandBrokers reserves the right in our absolute discretion and without explanation to the customer refuses to act on any instruction, especially if GrandBrokers believes that it may not be practical or in our opinion, violates any law, rule, regulation or terms of this Agreement and will not be liable for such act or omission in accordance with our limitation of liability in § 11 of these General Terms and Conditions. This provision does not apply if the liability resulting from an act of fraud, negligence or dishonesty of GrandBrokers, its agents or employees.

10.2 Authorised Persons

The persons authorized to instruct GrandBrokers regarding your account, people listed on the account Application Form as "authorized persons" or persons whose names have been received in writing at GrandBrokers as Authorised Persons and who are accepted by GrandBrokers as authorized person (ie provided the required identification and met all compliance requirements).

Instructions accepted by such authorized persons are deemed to be placed by the Customer and GrandBrokers can also provide information on the account of such authorized persons. The customer warrants that such unauthorized person can give instructions to place orders and have read the terms and conditions for operating an account with GrandBrokers.

On occasion and at GrandBrokers's sole discretion, may require GrandBrokers Client confirmation, where an instruction from an authorized person seeking to close an account or remit the money due to the Customer.

By including Authorised Persons on the client's account, personal client frees GrandBrokers against any costs or losses GrandBrokers may suffer as a result of the authorized person or a person who appears to GrandBrokers to be an Authorised Person who gives false or unauthorized orders, instructions or fails to comply with the terms of this agreement.

10.3 Cancellation of orders if the customer wishes to close a position, so all related orders must be canceled. GrandBrokers can not revoke all orders once opened in the system so the customer will be responsible for all orders placed once put into action.

10.4 Communication problems If at any time Customer or any other reason can not communicate with GrandBrokers we may not:
(A) be responsible for any loss, damage or expense suffered by customer by any act, error, delay or failure due to lack of communication, where such loss, damage or expense resulting from the Client's inability to enter into a transaction and
(B) be responsible for any loss, damage or expense suffered by customer by any act, error or omission or delay due to inability, including without limitation where such loss, damage or expense resulting from the Client's inability to close a transaction, unless the Client's failure to instruct GrandBrokers or communicate with us results from GrandBrokers's fraud, willful default or neglect.

10.5 Power of Attorney

A person authorized under a limited power of attorney as verified by GrandBrokers can be an Authorised Person when approved in writing by GrandBrokers.

10.6 Assignment This Agreement is between Customer and GrandBrokers and the Customer is not entitled to assign or delegate any obligations or rights to any other party without GrandBrokers's prior written consent.

GrandBrokers reserves the right to transfer or to take an assignment from a party of any benefits associated with this agreement, contract, or the remainder of a client's account.

If any Client standards in payment of obligations to the GrandBrokers, we retain the right to delegate to any person all or any of our rights in respect of money due to us under this Agreement as well as any security or other remedies against such a standard.

11. Indemnification / Liability

11.1 Unless caused by GrandBrokers's fraud, willful default or gross negligence, neither we nor any associated company or any employee shall be liable to the customer:

(A) for any loss of profit, indirect, consequential or incidental damages, liability, claims, losses, awards, claims, proceedings or costs suffered or incurred by Customer in connection with the services we provide to the Customer as described in this Agreement, or

(B) for any misinterpretation of any information or general advice provided by or on behalf of, entered GrandBrokers in connection with a transaction or proposed to be awarded pursuant to this Agreement or

(C) if the company does not act on client instructions or are unable to provide any services under this agreement as a result of some factor that is beyond our reasonable control (for example, Act of God, failure of computer or related systems, failure of its systems, failure of commercial software or failure of a third party to deliver a service to which this agreement relates), or

(D) if we do not act on client instructions or are unable to provide any services under this agreement due to errors in computer systems, telecommunication systems, component failures, power failures or other unexpected errors, or

(E) for any loss or damage caused by a client trading on money deposited into their account in error by us. We will eliminate all such errors as soon as possible after notification of such errors.

Unless caused by our fraud, willful default or gross negligence, the customer on request, indemnify us, our affiliates and employees against all costs, damages, losses or liabilities, but arise out of or in connection with any act not taken, or any transaction is concluded or not concluded by GrandBrokers under this Agreement.

GrandBrokers assumes no liability for losses attributable to the use of Expert Advisors on the MetaTrader 4 software.

Client (and not GrandBrokers) is responsible for investigating and selecting Money Manager for Managed Accounts. GrandBrokers and its officers, employees and agents will not control Money Manager's actions, are in no way responsible for any loss to Client caused by the actions of Money Manager in a Managed Account.

12 Fees and charges

12.1 Client's obligation to pay taxes

All fees will be communicated to the customer in writing prior to the relevant trade or commerce takes place. Such fees will be either as outlined in this Agreement or as otherwise notified in writing and will become effective on the date specified in the written notice.

Customer agrees to pay:

(A) The Commission, as announced by GrandBrokers and any other transactional fees charged or collected by GrandBrokers or an Exchange. This commission will be specified separately on the statement we send you. Commission rates may change from time to time, and

(B) Any fees, commissions, financing and rollover fees as listed in the Client Service Agreement and / or disclosure statement, and

(C) Any expenses which are identified in the Client Service Agreement and / or disclosure document, including but not limited to, exchange fees, fund raising fees or network charges and

(D) All other expenses, GrandBrokers as a result of Customer's default under this Agreement, including all legal costs and expenses, and

(E) Interest expense, where an amount owed GrandBrokers by the customer is late. In such circumstances, interest will be charged at a rate of 5% per annum above the overdraft rate and accrued daily from the date it falls due until the date the balance is paid in full.

The customer will be provided with information about the total price payable in connection with a transaction, including all related fees, commissions, fees and expenses and taxes payable by us, or if an exact price can not be disclosed, the basis for calculation of the total price.

12.2 Client's obligation to pay margin when we are dealing in contracts with GrandBrokers customer will be required to pay such sums as GrandBrokers may require under this Agreement and as specified in this Agreement or at otherwise advised to the customer in writing. Such amounts may include deposits, initial margin, variation margin and safety, security or any other amount required for the clearance of any debit balance on an account.

Obligation to pay an initial margin accrues at the time the contract is executed, regardless of when making a call.

Obligation to pay a variation margin accrues at the time the margin comes into existence, regardless of when making a call.

12.3 Discounts to third parties

GrandBrokers can discount to third parties all or a portion of the commissions to the customer, and undertakes to provide additional information upon request. We also have procedures for spread-based discounts to third party Introducing Brokers where GrandBrokers deems such arrangements will not affect the spread we would otherwise have offered, and we undertake to provide the customer with additional information upon request.

12.4 After due and payable all such commissions, fees, taxes and fees owed to GrandBrokers will be collected at the time of the transaction (as directed on the Customer's account), and will be payable on 20 of each month following the transaction, except that when a client requests the withdrawal of all funds held by GrandBrokers, then such payments deducted immediately prior to payments to the Client's bank account.

12.5 Payments (a), the customer should complete a transaction with us, Customer agrees that it will pay all transaction costs, taxes, fees, margins, settlements, interest and other amounts due under this Agreement on demand by GrandBrokers in cleared funds or otherwise as required in accordance with the terms of this Agreement.

(B) GrandBrokers is allowed to deduct, without further reference to the Customer, charges for all services provided by us including administration fees, fees for use of its electronic trading platform and royalties payable to any exchange from Client's account with GrandBrokers for the duration of this agreement, while the client uses such services.

(C) payment from the Customer in accordance with this Agreement shall be made without any offset, counterclaim or condition and without any deduction or withholding of any or any other reason, unless deduction or withholding is required under applicable law. Should you be required to make any deduction of tax from any payment to be made or if GrandBrokers is obliged to pay tax in connection with a payment in relation to this Agreement on Client's request Customer agrees to hold GrandBrokers indemnified against tax and agree to pay for GrandBrokers any additional amount required to ensure GrandBrokers receive the full net amount corresponds to the amount GrandBrokers would have received had a deduction, withholding or payment of tax not been made.

(D) GrandBrokers will pay the Customer in connection with any credit balances in customer's account, except that GrandBrokers may elect to withhold payment if:

- Open positions showing fictitious losses or
- GrandBrokers believes that market conditions indicate that the funds can reasonably be required to meet any margin requirement on open positions, or
- Customer has contingent liabilities in connection with any other Arithmetic, or
- there is an unresolved dispute between the parties in this Agreement, or
- GrandBrokers is obliged to withhold funds to comply with the law or legal

liabilities. We will advise you if any of the above situations occur.

12.6 Currency of payment

All amounts due to GrandBrokers or payable by GrandBrokers under this Agreement shall be paid in the currency GrandBrokers determine at the time of payment.

13. Deposits and margins

13.1 Initial Margin

Initial Margin is the amount charged to the customer's account as soon as a new position is opened or an order to open a new position. This acts as a safety buffer and protects us in case of client default. Typically GrandBrokers will require an initial margin calculated as a percentage of contract value.

Initial margin will vary depending on the traded Contract. The initial margin set at GrandBrokers's estimate most of the liquidity of the underlying asset on which the product is based. When the client is trading, the daily statement of the required solvency margin for each trade, and the total margin requirement that is combined Margins of all contracts.

GrandBrokers advisor initial margin rates on the website and electronic trading platform. Initial margin is charged from a client account should the customer place an order that is not performed. This margin is still charged to the Client's account while the order remains on the market in anticipation of the order being filled. If the order is not subsequently filled the initial margin is credited to the Client's account when the customer cancels the Order.

Order Must be filled in the size of the initial margin will remain charged, and will be returned as soon as the position is closed.

13.2 Variation margin

Variation margin is the unrealized gain or loss on a customer's open position. This is the difference between the value of the contract when it was bought or sold, and the current market price.

If a client's position is moving in their favor GrandBrokers may refund all or a portion of the variation margin to the Customer.

13.3 Gross up value

Gross up value (GLV) is the amount a client would have left on their account, all Client's open positions being closed out at the current market price less any interest, fees or transaction fees. Free equity GLV of all positions in Client's account smaller margin requirements. Free equity can be used to open a new position or can be withdrawn from the Client Account. GrandBrokers may require the client to maintain a minimum free equity balance in their account.

GrandBrokers reserves the right to change the margin requirements applicable at all times.

13.4 Client obligation to monitor the margin requirements

GrandBrokers must report all margin requirements on a daily basis at the end of each trading day. The Client's responsibility to ensure that upon request all relevant information, including Margin requirements prior to placing orders or close out positions. GrandBrokers will not be liable for any loss, the customer may incur in not requesting this information.

At all times it is the customer's responsibility to monitor all margin requirements under these terms and conditions and any additional margin as may be required. To help with this, we recommend that customers consider this in light of the following factors:

- Volatility of the market and the relevant underlying asset
- Any exchange rate risk
- All vacancies
- Bank clearance times for the transfer of funds and clearance
- One such case Customer perception can affect your margin requirements

While GrandBrokers will make reasonable efforts to make a margin demand, we are not obligated to provide such a demand and the customer may have to close or reduce positions under this Agreement.

A client's solvency margin for each contract will fluctuate based on i) the price of the underlying contract and / or ii) exchange rate changes if the traded contract has a currency other than the Client's Base Currency Account.

If adverse market movements occur, the customer may be asked to pay extra money (called a margin call) to cover the fluctuating margin requirement for a particular contract. Anytime trade, the client will need enough equity in their account to maintain the total margin requirement.

13.5 Responsibility for margin calls Customer is responsible for payment of margin calls, deposits or other security as requested by GrandBrokers and the following is drawn to the Client's attention:

- Liability to pay an initial margin accrues at the time of trade or agreement is executed, regardless of when making a call. Obligation to pay a variation margin accrues at the time the margin comes into existence, regardless of when making a call.
- Client responsibility is the sum of all margin calculation rules.
- Must GrandBrokers makes a margin call Customer is required to deposit funds into their account within 24 hours or the account will be taken to be in default. In some cases, GrandBrokers require payment within shorter time frames (eg, during periods of increased volatility in markets), and payment must be made within these deadlines in order to meet margin requirements.
- We will make all reasonable attempts to contact customers by their preferred method of communication. GrandBrokers is not required to contact customers. Where the market is moving quickly or open positions moves, we reserve the right to close such positions under this Agreement, without any margin or demand any contact with the customer. Failure to meet the additional risk, any of the contracts being closed out at any time after notice of such reduction has been granted.

13.6 Delay in remittances

At times, GrandBrokers, at its discretion allow a client time to send funds to meet their margin requirements. This permission is granted on a case by case basis and only after prior written authorization from GrandBrokers. Cleared funds are credited to customer accounts on weekdays 8:00 to 18:00 Monday to Friday (OTHER time). Where funds are received outside these hours, they will be credited on the next weekday 08:00 to 12:00.

14. Violation Events

14.1 The customer default events will be considered in breach of this Agreement if any of the following events occur, whether they are within a client's control:

(A) failure to make any payment required under this Agreement (including monies owed under the margin call) or by any means whatsoever no payments have been paid or satisfied, as they fall due;

(B) failure to implement and comply with all obligations required under this Agreement or other agreements or on any account held with GrandBrokers;

(C) any representation or warranty made to GrandBrokers by the customer or client's behalf, is or becomes false or misleading;

(D) any client ceases to pay debts owed due GrandBrokers in accordance with this Agreement or threatens to cease carrying on business;

(E) notice by the Customer of an intention to adopt a decision to liquidate a company, trust or partnership;

(F) any client seeking a moratorium or propose any arrangements with creditors

(G) bankruptcy or a receiver or receiver and manager or administrator is appointed for Customer or its assets;

(H) a resolution is adopted, or a petition or an order is made for the liquidation or winding up;

(I) Client advises that they are unable to pay debts as they fall due, or indicate that they are insolvent;

(J) a client or executing authority of dies or becomes of unsound mind;

(K) a bankruptcy notice issued against the client;

- (L) any security created by a mortgage or charge binding your assets becomes enforceable and the mortgagee or chargee takes steps to enforce security, linked to mortgage or charge;
- (M) without the consent of GrandBrokers, any guarantee or security to ensure the Client's obligations under this Agreement is withdrawn or becomes inadequate or insufficient;
- (N) of a client's debt to GrandBrokers becomes immediately due and payable, or may be payable prior to its maturity as a result of the Client's or any other person standard, or
- (O) The customer is not contacted by telephone within 24 hours to GrandBrokers for guidance, and in the absence of the Customer for alternative contact arrangements.
- (P) GrandBrokers reasonably deem it necessary to protect itself or its affiliates.

14.2 Actions After a Default Event

(A) At or after any default event occurs, GrandBrokers, without prejudice to any other rights it may have under this Agreement shall have the right and power in their own absolute and unfettered discretion and without the need to give prior or any notice to the Client to make one or more of the following:

- (I) terminate this Agreement in accordance with the termination provisions in these general terms and conditions;
 - (II) close all or some vacancies which the customer may have, as if the client had given a final notice to GrandBrokers and had accepted the closing price is determined by GrandBrokers;
 - (III) to treat all open positions or to have been interrupted by the client;
 - (IV) terminate any agreement or account whatsoever the Customer has or may have with GrandBrokers;
 - (V) if there are insufficient funds in a client account to satisfy amounts due to GrandBrokers, GrandBrokers can cancel all outstanding orders to close such account or accounts;
 - (VI) meet the obligations that the customer may have to GrandBrokers out of client property, including money or security in GrandBrokers's custody or control, including, without limitation, by selling securities made by the client with GrandBrokers or offsetting liabilities such that the security is transferred as collateral is not required to be back and to enforce an asset or a security held by GrandBrokers in such a manner as it deems appropriate at Client expense;
 - (VII) transfer from other Customer Accounts any such funds as may be necessary for that purpose to satisfy any obligation Customer may have to GrandBrokers;
 - (VIII) exercise any power or right, GrandBrokers may have under this Agreement or at law or equity, or take any other action which we may need to take.
- (B) GrandBrokers may not waive any of the rights outlined in this section is caused by a delay in the exercise of such rights and should GrandBrokers not exercise any of its rights that it reserves the right to make so at any time in future.
- (C) If GrandBrokers exercise its rights under this section, the Customer authorizes GrandBrokers to close at their own expense and risk, if the customer had given notice of the date GrandBrokers exercises its right, in accordance with clause 26 and to cover any amount owed by the customer in OTHER dollars, either at the time the Client's breach of contract or on the date on which the customer pays the amount due to GrandBrokers full.
- (D) In case of GrandBrokers treat a contract as having been terminated by the client and GrandBrokers exercise its rights under this section, FX will GrandBrokers calculate the amount owed by the customer or GrandBrokers as if the client had been given a Final Notice and had accepted the closing price determined by us. GrandBrokers will have the right to debit from Client's account an amount equal to the amount which would have been payable by the Customer had the contract been closed on the closing price. This amount represents the damages incurred by GrandBrokers.
- (E) Any action GrandBrokers under this section shall not limit any other provision of this Agreement and shall not affect any rights GrandBrokers may have to any remedy or damages.

15. Error

GrandBrokers to correct any error by the customer, except that:

GrandBrokers is not bound by any transaction that purports to have taken place (or not confirmed by GrandBrokers) for a price:

- i) GrandBrokers is unable to demonstrate to the customer was obviously wrong at the time of the transaction, or
- ii) was, or should reasonably have been known by the Customer to be incorrect at the time of the transaction.

The customer must check the contents of each document received from or made available by GrandBrokers. Such documents would, in the absence of manifest error, be decisive unless the customer communicate GrandBrokers in writing to the contrary within 2 working days after receipt of such document.

Notwithstanding anything to the contrary in this Agreement, Client agrees that if a confirmation of a contract's daily statement, monthly statement or report delivered to the customer in accordance with clause 7 of this Agreement, the time for objecting to

contents of a document under Section 16 of this Agreement is from the time the relevant document is made available through the electronic facility.

16. Electronic commerce

16.1 Access to electronic order routing system If GrandBrokers provides clients with access to an electronic order routing system, so the customer agrees and acknowledges that:

(A) GrandBrokers can create an electronic facility over the Internet, allowing customers to view, download and print out confirmations of contracts, daily statements, monthly statements and other reports GrandBrokers offers;

(B) The customer has the necessary skills, facilities and procedures for operating such a system

(C) GrandBrokers is authorized to use the electronic facility as a means of providing Client confirmations of contracts, daily statements, monthly statements and other reports from GrandBrokers;

(D) The customer will have access to and use of such electronic facility to:

(i) receive confirmations of contracts, daily statements, monthly statements and other reports GrandBrokers

offers; (ii) attest all contracts and

(iii) monitor the Client's obligations under this Agreement;

(E) confirmation of the contract, a daily statement, monthly statement or report made available to the client that at the time the relevant documents are submitted by GrandBrokers on the electronic facility;

(F) The customer understands the risks and obligations with respect to the use of such a system, including the risks of trading through an electronic order routing system that is operated by means of computer and telecommunications systems. Such systems may not be safe, and can not be operated under all circumstances without error and errors can result in delay in telecommunications services to the customer or interrupted or terminated services to the customer

(G) The customer is bound by the instructions he / she sends through the system and

(H) The customer will maintain the confidentiality of passwords used to access the system and ensure that all safety procedures are implemented and followed as determined by GrandBrokers, and

(I) your ability to act through the system will be subject to limitations imposed by the company. Access to the system may be limited or terminated at any time without notice, and

(J) Trading Software is an electronic facility for the purposes of this clause 16;

(K) The Company may require the customer to satisfy other conditions required of any directive issued to GrandBrokers by the Securities Commission, OTHERX, clearing house or GrandBrokers itself.

GrandBrokers send confirmations of contracts, daily statements, monthly statements and other reports GrandBrokers provides, in addition to making them available via the electronic facility.

16.2 Market Information

Intellectual property is attached to the system and any system that provides Market Information, therefore, and such information is confidential and the Customer agrees that he / she will not publicly display, redistribute, or forward the Market Information in any manner without performing a proper agreement with the GrandBrokers;

Market information through the system may not be accurate or current and should be relied on client's own risk.

17. Estimates

GrandBrokers reserves the right to exercise some discretion with respect to Client trading and account management. In this context, GrandBrokers consider our commercial objectives, regulatory considerations and ethical obligations as a distributor. These estimates include, but are by no means limited to a right to:

- Reject any application for the account without any reason
- Convening of funds or security where we believe it would make commercial sense to do so (see § 7.4)
- Refuse to accept any trades placed by the client, which we judge to be clearly outside the current market price so that they can be considered non-market transactions, whether due to human error or manifest static / wrong / broken price feeds. Where we have opened or closed a deal before he was aware of the price difference, we may at our discretion either treat this transaction as invalid or accept that trade at market price
- Determine the commission rates and finance charges
- Reject Client's instructions or cancel an order or instruction for no reason, in which:

i) trade and commerce has been suspended or stopped for any reason or any other event considered by GrandBrokers to constitute an emergency has occurred or is in GrandBrokers's opinion, which may occur and the customer has not reconfirmed instructions or ii) in GrandBrokers's view, the Order is likely to break the rules, regulations or legislation or terms of this Agreement or

iii) in GrandBrokers's view, the Order is likely to be inappropriate, unethical or likely to adversely affect GrandBrokers's reputation and integrity in the market or create a disorderly market.

GrandBrokers is not responsible for any economic disadvantages or resulting from the use of these estimates to cancel, limit or refuse any instruction from a client.

18. Counseling

GrandBrokers does not provide financial or tax advice and strongly recommend that such advice is sought before entering into an agreement or engage in any trading CFDs.

We can provide generic financial advice and market reports for all our customers. These do not take into account any individual's circumstances, needs or financial objectives. We will not advise on whether the client should open, close or hold a contract.

19. Termination

Either party may terminate this Agreement by giving written notice to the other. Denunciation becomes effective upon receipt of notification by the other party in accordance with section 24 of this Agreement.

Termination does not affect existing rights and obligations of either party on termination. Upon termination of this agreement, we will close all contracts and close out, abandon or engage in any contracts not yet exercised, received by us for the customer, unless previously advised to transfer these contracts to another dealer. The balance in the Client's account of termination will be refunded to the customer via bank transfer within five working days after this agreement ends. We reserve the right to terminate this Agreement immediately and without notice in case of misuse of the services provided by any misuse of our personnel, or for any reason may be deemed reasonable and appropriate by us in connection with our legal and regulatory obligations. GrandBrokers reserves the right to suspend that agreement pending review of our possible subsequent termination and without prior notice to the customer in such circumstances.

20. Joint account holders

If an account is held jointly, this Agreement binds them jointly and each of these persons are authorized to issue instructions in relation to the account unless GrandBrokers otherwise advised in writing.

GrandBrokers is not required to verify that each customer approves taken instructions and can take instruction and one of the persons named as joint account holders can act as client and can provide efficient and final discharge of GrandBrokers's liabilities.

21. Minors

If a minor applies to become a client, then either the Minor's parent or guardian must be a party to this Agreement. Any reference to Customer in this Agreement is a reference to the parent or guardian for the minor.

22. Consumer Guarantees Act

The customer agrees that the customer acquires or holds itself out to acquire GrandBrokers's services under this agreement for a business, Consumer Guarantees Act 1993 will not apply.

23. Privacy

GrandBrokers, its subsidiaries, affiliates and agents accepts responsibility, and are committed to ensuring the privacy of customer information.

23.1 Editing and deletion, access to personal information

Customer may request in writing to view their personal information and may request the correction or modification of information, if required. The Client's responsibility to ensure that information GrandBrokers is correct.

23.2 Collection of information

GrandBrokers has certain obligations under New Zealand law to verify the identity of customers and may be necessary to make some inquiries and obtain certain information from you for this purpose. The customer confirms that all information provided will be accurate and consent to us to disclose such information as we deem necessary to comply with all reporting requirements. Upon application, the GrandBrokers collect personal and financial information. While there is no obligation to provide such information, this may mean that an application has been rejected. Once an application is accepted, GrandBrokers give the client a username and password used for statistical and security reasons.

As long as this agreement, we continue to gather information, this includes records of all transactions and activities on the customer's account, including information on contracts and margin calls are made.

From time to time GrandBrokers collect additional personal information from customers in connection with optional surveys, news updates or promotions. Providing this information is optional. Feedback from the surveys will be used to improve our services.

23.3 Recording of conversations

GrandBrokers can record client telephone and online chat conversations. Records will be kept relating to contracts entered into by the Customer, the total activity of the account and is available to the customer via the Internet. All these records are available upon request and if there is a dispute or anticipated dispute that the customer has the right to listen to recordings of these conversations.

23.4 Cookies

A cookie is a small data file placed on a computer by our server. A cookie identifies the client's computers to our web server when our website is visited by the client. We do not use cookies to collect or store personal information about clients. GrandBrokers uses browser cookies to improve the speed and reliability of our security system.

23.5 Use of Information

GrandBrokers recommends the following:

- Client's personal information will only be used for the purposes for which they were collected and stored only as long as is necessary to fulfill the purposes for which information was collected (including any time that we are obliged by law to keep such information), except that:
- GrandBrokers can release information about a client to a third party:

(a) If required by law or requested by a regulatory authority or exchange having control or jurisdiction over us (or any respective affiliates) (b) to investigate or prevent fraud or other illegal activity, (c) in connection with the tender of services to you from us (d) if it is in the public interest to disclose such information, or (e) at your request or with your consent.

- GrandBrokers will not sell or rent the Client's personally identifiable information to any third party.
- GrandBrokers will not use the Client's personal information for purposes not related to the products or services on the Website for any purpose that the customer would not reasonably expect us to use the information.

23.6 Use of e-mail

By entering into this agreement that gives the customer GrandBrokers allowed to communicate via e-mail for relevant and related commercial emails. GrandBrokers can use e-mail address to periodically send promotional emails from GrandBrokers about products and services, offers or updates in connection with recent developments in our services that may be relevant. In accordance with the unsolicited electronic messages Act 2007, if a client does not wish to receive such emails please advise us and we will immediately cancel that person from such e-mails. GrandBrokers will not allow any third party to use Client email addresses to send unsolicited emails.

23.7 Safety Procedures

Customer is responsible for preventing unauthorized access to the trading system at all times. If the customer becomes aware that its systems have gained access to unauthorized persons as the customer must advise GrandBrokers immediately.

GrandBrokers will maintain data accuracy, and ensure appropriate use of all information. As such, we have implemented physical, electronic, and managerial processes to protect the information that Client provides.

Additionally, all stored user data protected from unauthorized access using secure passwords, user logins and other security procedures.

23.8 Web Sites

GrandBrokers website may contain links to other websites. GrandBrokers is not responsible for the privacy policies of these websites. This privacy policy applies only to information collected by GrandBrokers.

24 Tax

The following tax information applies only to OTHER taxpayer, as defined in the Income Tax Act, the 2004th. This information is general in nature, and we recommend that customers consult their own advisors regarding their particular situation.

Returning to OTHER investors hit by OTHER tax regulations under the Income Tax Act, the 2004th Any gains will likely be considered assessed income and therefore taxed. Conversely, the costs will only be deductible if:

- i) incurred in deriving assessable income and / or excluded income, or
- ii) incurred in connection with the performance of a company with the aim of deriving assessable income and / or excluded income. We strongly recommend that clients seek independent taxation advice on their trade.

24.1 Releases

Notice will be deemed given when made in writing and sent to the address below:

GrandBrokers, 1 Courthouse Lane, 1214, Auckland, 1010, New Zealand.

24.2 Communications

All communication will be deemed to have been received when:

- i) at time of delivery, if delivered personally, or
- ii) 7 days from the date of postage, or
- iii) upon receipt if delivered by Courier
- iv) one hour after completion of transmission, if delivered by Fax
- v) one hour after completion of transmission if sent via email or SMS.

24.3 Know n address

All messages sent from GrandBrokers will be sent to the customer's last known postal or e-mail address. The Client's responsibility to ensure GrandBrokers kept updated with these details, and all messages issued by GrandBrokers will be deemed to have been delivered if sent to the last known address.

25 Complaints

All complaints should be directed initially to our Compliance Department:

Address: 1 Courthouse Lane, 1214, Auckland, 1010, New Zealand.

E- mail:

complaint@GrandBrokers.com Web:

www .GrandBrokers.com

We will try to resolve your complaint as quickly as possible with our customer service team. We welcome your feedback to help us continually improve our service to you.

26 General

26.1 Changes

GrandBrokers reserves the right to alter, amend, modify, replace or supplement some of the terms of this Agreement at any time. You will be deemed to have consented to an amendment can be made to this agreement if we do not receive notification otherwise from you, in writing, between the time that the changes were notified to you and they take effect.

GrandBrokers can also modify, revoke or add appointments or prices offered, or the criteria for any product offered within the Product Schedule.

26.2 Title and interest, it is agreed that all rights, title and interest in and to any payment between the parties in connection with agreements under this Agreement shall vest in the recipient country free from liens, charges, mortgages or other interests in the transferor's or any third party. Nothing in this Agreement creates in favor of either party, any lien, charge, lien, pledge or other security interest in any money or property transferred from one to the other under any Contract.

26.3 Binding

This Agreement shall include all Client's accounts opened or reopened at any time with GrandBrokers, irrespective of any change (s) at any time GrandBrokers's staff for any reason.

This agreement is binding on the customer's receivers, personal representatives, successors in title and permitted assigns.

26.4 Statutory requirements

We have the right to take such action as we deem necessary to ensure continued compliance with all applicable laws. If we reasonably consider all the customer has violated these laws, we reserve the right to terminate this Agreement immediately and without notice.

26.5 Entire Agreement

This Agreement contains all the terms and conditions relating to delivery of our services and contractual matters to you, subject to any amendments that may be declared. It supersedes any general terms and conditions previously agreed between us.

Each contract and any other transaction entered into between you and us under this Agreement shall constitute a single agreement between us.

26.6 Conflicts of Interest

GrandBrokers, our partners or other persons associated with us may have an interest, relationship or arrangement that is substantial in relation to any affected contract or advice provided by us under this agreement. By entering into this agreement you agree that GrandBrokers may enter into such transactions without prior reference to any client (s).

In addition:

(A) GrandBrokers can uncover our liability to you in connection with your position by making transactions in the underlying markets that may affect (positively or negatively) the prices that you can trade.

(B) GrandBrokers can provide counseling and other services to third parties whose interests may conflict or competition with a client's interests;

(C) GrandBrokers, its partners and employees, or any of them may act on behalf of other clients who can take positions against the customer or may be in competition with the client to achieve the same or a similar position.

We will not knowingly go into a person over another, but will not be liable for any losses that may result from such competition.

From time to time GrandBrokers may affect transactions with or through its partners in order to provide the Services.

GrandBrokers may share commissions and fees of its affiliates or other third parties, or receive remuneration from them in respect of contracts entered into by GrandBrokers with you. Details of any such remuneration or sharing will not be established in the relevant contract note, but will be disclosed in accordance with any requirements of applicable law.

Neither party will perform any act or engage in any behavior that seeks to artificially alter or distort nor otherwise manipulate the relevant underlying market in relation to any transaction contemplated by this Agreement.

26.7 Illegality

Should any event occur which has the effect of making or declaring it illegal or impossible for GrandBrokers to offer contracts in accordance with the terms outlined in this agreement, GrandBrokers immediately terminate this Agreement by written notice to you in accordance with section twenty-fourth Termination of this agreement will also result in closure of all positions in accordance with § 19 Any such termination will not relieve the client of any obligation Customer may have to GrandBrokers in accordance with this Agreement prior to termination.

In accordance with this section, includes such events possible changes in legislation, treaty, order, official directive or decision or in their interpretation or application of a governmental authority or agency, establishment, implementation, operation or take effect, any law, regulation, treaty, law or official directive or decision.

26.8 Dispute Resolution

We will try to resolve any disputes in good faith and as soon as practicable but in any case, we will acknowledge receipt of your complaint within 5 working days. If unable to resolve a dispute, then the matter will be decided by an arbitrator appointed by the parties. If the parties can not agree on a single arbitrator, then matter be decided by two arbitrators (one appointed by each party) in accordance with the Arbitration Act 1996.