



## ACCOUNT APPLICATION

### User information

Individual Account: <input type="checkbox"/>	Corporate Account: <input type="checkbox"/>
First name:	Company name:
Last name:	Company number:

First name	
Last name	
Address	Phone number
Suburb	Fax number
City	Mobile number
Province/State	Email address
Zip code	
County	

### Source of funds

Enter source of funds in the space provided:

Name
Occupation
Of (address)

Who deposits and states as follows:

1. That to the best of my knowledge and belief the information in the following source of funds statement and any annexures thereto, is true and accurate and the funds transferred are free of all claims, debts, loans, lawsuits, contingent liabilities, (such as indemnities or guarantees) immediately prior to the transfers by me to the accounts of GlobalTrading held at Carribean Commercial Bank (Ang) Ltd., and that the funds were legitimately acquired.
2. I confirm and represent that none of the wires which I may transfer to the Carribean Commercial Bank (Ang) Ltd. have been derived directly or indirectly from any act or omission that may constitute an offence or as a result or in connection with any criminal conduct.
3. The source of funds is:

My bankers reference for this transaction is:

At telephone number:

4. I understand and consent that the Bank may disclose this information to law enforcement authorities where required by Court Order or other applicable law.
5. If my source of funds change at any time I will update this statement to reflect any and all changes.

### **Particulars**

To help Global Trading provide better services to our customers, we would appreciate your assistance in telling us how you found out about our services.

Enter Demographic information in the spaces provided.

What is your occupation?

Employer Name

Address

Street

Suburb

Postcode

State

Country



## Terms and Conditions

By entering and/or using this website, owned and operated by Global Trading, Ltd ("GTL"), you acknowledge that you have read and understand, and that you accept and agree to comply with, the Terms and Conditions as amended from time to time. GTL makes every endeavour to ensure that the material comprised in this website is complete and accurate. This website is for information purposes only, however, and is not intended to constitute advice. No representations or warranties as to its completeness or accuracy are given or implied and GTL expressly disclaims all liability in respect of actions taken or not taken in reliance upon the whole or any part of the content of this website. Professional advice should be taken in relation to specific facts and circumstances before taking any action.

### GLOBAL TRADING LIMITED TERMS AND CONDITIONS

By entering and/or using this website, owned and operated by Global Trading, Ltd ("GTL"), Client (which expression, for the purposes of these Terms and Conditions, shall be deemed to include any client of GTL and any other user of any part of this website) acknowledges that it has read and understands, and accepts and agrees to comply with, the following Terms and Conditions as amended from time to time.

### SERVICES

GTL reserves the right to discontinue or revise any aspect of the services offered on this website ("the Service") at its discretion and without prior notice. Any modification of these Terms and Conditions shall be made in accordance with the procedure specified below under the heading "REPRESENTATIONS". Whenever possible GTL will publish notice of such modification on this website at least one month in advance.

Client may review the Terms and Conditions applicable to its then current use at any time by clicking the "Terms and Conditions" button on the sign-in page. By using this website or any part of the Service, Client agrees to be bound by the then current Terms and Conditions.

This website is not intended for distribution to, or use by, any person in any country where such distribution or use would be contrary to local law or regulation. No part of the Service, nor any of the investments referred to on this website, is available in any case where the provision of the Service or such investments would be contrary to the local law or regulations governing (a) the Client, (b) the legal owner of the Client (if a corporation) or (c) the beneficial owner of the Client (if a corporation). Use of the Service or such investments illegally is expressly prohibited. If in doubt, prospective Clients should seek advice from a professional advisor in their country of residence. By using this website or any part of the Service, Clients warrant that they are not acting in contravention of their local law or regulation.

Client acknowledges that neither the Service nor any of the information provided on this website (the "Information") is intended to supply tax, legal, accounting, or investment advice. Although the Service provides access to recommendations and research about how to invest and what to buy, GTL does not represent that such recommendations are suitable for Client, and Client shall make its own independent evaluation of the suitability of such recommendations, using a third party adviser if Client does not have sufficient experience and knowledge to make such a determination. All orders are at Client's sole risk and have not been solicited by GTL or any providers of the Information ("Information Providers"). Client acknowledges that orders Client places using the Service may be sent directly to an exchange or trade execution system without intervention by an individual GTI



representative. Client accepts full responsibility for all orders Client places and releases GTL from any liability for executing orders placed, or apparently placed, by Client using the Service. Clients with any doubts should seek advice from an independent professional advisor.

By accessing other websites through links provided by GTL, Client accepts that the material available on those sites has been produced by independent providers and that the services offered by the independent providers ("the independent services") are solely those of the independent providers and are not provided or offered by GTL. The independent services offered are believed to be reliable. However, GTL gives no express or implied warranties (including but not limited to warranties of merchantability or fitness for a particular use or suitability for the Client) with respect to the independent services.

Neither GTL nor any Information Provider nor any independent provider shall be liable in any way, and Client and other users agree to indemnify and hold harmless GTL and the Information Providers and independent providers, for (1) any inaccuracy, error, or delay in, or omission of, any Information or the transmission, reception or delivery of Information; (2) any loss or damage arising from or occasioned by (a) any such inaccuracy, error, delay, or omission, (b) non performance, (c) interruption of Information due either to any negligent act or omission by GTL or any Information Provider or any independent provider or to any "force majeure" (e.g. flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, or equipment or software malfunction) or any other cause beyond the reasonable control of GTL or the Information Providers or the independent providers.

The Information, the Service, and the contents of this website are the property, respectively, of GTL or its licensors, the Information Providers, the independent providers or others and are protected by copyright and other intellectual property laws. Client may not reproduce, retransmit, disseminate, sell, distribute, re-engineer, publish, broadcast, circulate or commercially exploit the Information or the Service in any manner without the express written consent of GTL and the relevant Information Provider(s), nor use the Information or the Service for any unlawful purpose. Client shall comply with reasonable written requests by GTL to protect the Information Providers' and GTL's respective contractual, statutory and common law rights in the Information and the Service.

Client agrees to use any quotes provided through the Service solely for Client's individual use and Client shall not furnish quotes to any third party. Client shall not permit any third party to take physical possession of Client's equipment that Client uses to receive, display or otherwise use quotes obtained through the Service.

Client acknowledges that data, including e-mail, electronic communications and confidential financial data, may be accessed by unauthorized third parties when communicated over the Internet or other network communication facilities, telephone, facsimile or any other means. Neither GTL, the Information Providers or authorized third parties who transmit information ("Information Transmitters") shall be liable for any such unauthorized access or the consequences thereof. If required by GTL, Client shall use software produced by third parties including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by GTL. If requested by GTL, Client shall use software that supports any protocol accepted by GTL and follow GTL's log-on procedures for services that support such protocols. GTL is not responsible for notifying Client of any upgrades, fixes, or enhancements to any such software or with respect to any data transmitted across computer networks or communications facilities including, but not limited to, the Internet.



#### CLIENT NOTIFICATION

Client shall immediately notify GTL if Client becomes aware of any of the following:

- \$ Any loss or theft of Client's account sign-in information and/or passwords;
- \$ Any unauthorized use of Client's account(s);
- \$ Any failure by Client to receive a message that an order initiated by Client through the Service has been received and/or executed through the Service;
- \$ Any failure by Client to receive accurate confirmation of an order or its execution, within one hour after entering the order through the Service;
- \$ Any receipt by Client of a message confirming an order (or its execution) which Client did not place, or any similarly inaccurate or conflicting report, statements or information; or
- \$ Any discrepancy between any report produced or made available to Client by GTL on Client's Portfolio, and/or any other such report or confirmation of a trade or order.

#### VERIFICATION

In the case of all information or orders received by GTL, Client's unique identification[1] and password will be deemed to have been received from Client, regardless of whether such orders or information were encrypted by Client prior to transmission to GTL. All orders shall be deemed to be made at the time received by GTL and in the form received.

#### CLIENT OBLIGATIONS

Client shall abide by all terms and conditions applicable to the Service as set forth herein. Client grants GTL a continuing security interest in the assets in Client's account(s) maintained with GTL, to secure the timely payment of any amounts owing under these Terms and Conditions.

Client agrees to the following terms with respect to Client's use of the Service:

- \$ Client shall not transmit securities trade orders to GTL using electronic communications except through those electronic features designated by GTL for the express purpose of placing trade orders. Client acknowledges that GTL shall not act upon trade orders transmitted through electronic communications other than orders transmitted through designated trade order features;
- \$ GTL shall be entitled, but is not obliged, to review or retain Client's electronic or other communications for, among other reasons, monitoring the quality of service Client receives, Client's compliance with these Terms and Conditions and the security of the Service. In no event shall GTL be liable for any costs, damages, expenses or any other liabilities incurred by Client as a result of such activities by GTL;
- \$ Client shall not use any electronic communication feature of the Service for any purpose that is or may be harmful to GTL or is unlawful, abusive, harassing, libellous, defamatory, obscene, or threatening; Client shall not use the Service to solicit GTL customers or others or participate in the solicitation of GTL Clients or others for any purpose;
- \$ Client will not upload, download, post, reproduce or distribute any Information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;
- \$ Client shall not in any way express, imply or infer that any opinions in Client's electronic communications are endorsed by GTL without prior written consent of GTL;
- \$ Client agrees to provide GTL with Client's e-mail address. promptly to provide GTL with



any changes to Client's e-mail address and to accept electronic communications from GTL at the e-mail address;

\$ Client agrees that GTL may provide notices, statements, trade confirmations and other communications to Client solely through electronic transmission.

#### FUNDS AND SECURITIES

Client may be restricted from using the order entry and execution portion of the Service if there are not funds or securities in Client's accounts sufficient to cover the purchase or sale obligation contemplated by the transaction. GTL shall not be responsible for any delay or failure to provide the Service, including the execution of any securities order, in the event there is a restriction on Client's account(s) or Client delays or fails to make any required deposit. All deposits will be considered received when GTL is notified by its banking agent that said agent has been credited with such funds through standard interbanking facilities. GTL reserves the right to refuse to execute any order if GTL has determined, in its sole discretion, that Client poses a transactional or reputational risk, that Client's account integrity has been breached or that GTL is uncertain as to the identity of the person or entity entering the order.

#### CASH BALANCES

GTL is under no obligation to pay the client interest on any free cash balances. GTL at its sole discretion will determine what if any rate of interest will be paid in free cash balances.

#### INDEMNIFICATION

Client shall indemnify and hold harmless GTL, the Information Providers and the Information Transmitters from and against any claims, losses, liability, cost and expenses (including but not limited to attorneys' fees) arising from Client's violation of these Terms and Conditions, state, federal or international securities laws or regulations, or regulations of any self-regulatory authority, or any third party's rights, including but not limited to copyright, proprietary and privacy rights. This indemnification and hold harmless obligation will survive the termination of any contractual relationship hereunder.

#### TERMINATION

GTL reserves the right to terminate Client's access to the Service or any portion of it in GTL's sole discretion, without notice and without limitation, for any reason whatever, including but not limited to the unauthorized use of Client's access codes, breach of these Terms and Conditions, discontinuance of GTL's access to any information or data from any Information Provider or data from any Information Transmitter, or termination of any agreement between GTL and any Information Provider or Information Transmitter. In the event of termination of Client's access to the Service or of any curtailment of the Service by GTL, or termination of any agreement with an Information Provider, neither GTL, any Information Provider nor any Information Transmitter shall have any liability to Client.

#### REPRESENTATIONS

Client acknowledges that, in providing Client with the Service, GTL has relied upon Client's representation to be bound by these Terms and Conditions. These Terms and Conditions, including, without limitation, the fees charged for the Service, may be modified at any time either (a) by GTL publishing on this website notice of modifications made or intended to be made (any such notice to be published for a continuous period of at least seven days) or (b) by notifying Client by e-mail sent (or, if no longer valid, attempted to be sent) to Client's Internet e-mail address, as on record with GTL. In either case, the notice shall state the effective date and time of the modifications (which may be immediate) and the modifications shall be made to these Terms and Conditions on this website at the date and



time specified in the notice. Client's use of the Service after such date and time will indicate Client's acceptance of the modification of the Terms and Conditions

#### THIRD PARTY BENEFICIARIES

Information Providers and Information Transmitters shall be deemed third party beneficiaries to this Agreement and are entitled to all rights and remedies available to GTL under this Agreement, provided however that neither Information Providers nor Information Transmitters shall have any right to attach or place any lien or other attachment on any securities or other property of any account of Client with GTL.

#### CAUTIONS

Users are reminded that the price and value of any investment and the income, if any, from them can fluctuate and may fall against the investor's interest. An investor may realize less than the amount invested. The levels of and bases of taxation can change. The value to an investor of any tax benefits will depend on that investor's tax position. Investors should consult their own professional advisers in order to understand any applicable tax consequences.

Global Trading, Ltd © 2001

Please sign to indicate that you have read and fully accept the above Global Trading Limited Agreements:

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Date:

**Please fax this form to Global Trading Ltd, along with the additional documentation required to open your specific account.**

**Fax: +1 264 498 2228**