

# CLIENT AGREEMENT

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DURHAM CAPITAL INVESTMENTS

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# Client Agreement

We are delighted to have the opportunity to work with you as your appointed advisor. To help us to develop a strong relationship with you, we would like to explain our core values, the way we work and what you should expect from us.

## About Us

Durham Capital Investments is a leading provider of financial services throughout North America, Europe and the Asia-Pacific region. We specialise in providing each of our clients with a highly individualized service, and we believe that every investor should be treated with equal respect, regardless of their investment capabilities.

We provide an impeccable service which is geared towards building long-term relationships with our clients, based on honesty, transparency and trust, allowing us to fully understand the financial obligations and objectives of our valued clients. We are client-led and not product-driven, and we believe that the most successful relationships rely on an interactive process which starts from us listening to you in order for us to work out how best we can serve you.

We talk to you, we take the time to understand your personal goals and financial objectives, and only then do we advise you on the most appropriate investment strategies.

## Our Values

We take pride in delivering excellence for our clients, both in terms of the advice they receive and the level of service they can expect to experience. As a result of this we have achieved the "gold standard" for the financial services sector. As a leading financial firm, we commit to adhering to a series of obligations to ensure that the financial advice we deliver is consistent and suitable for our clients' circumstances. In the event that this doesn't happen, however, it is important that you tell us. We believe in giving our clients independent advice, with honesty and integrity.

Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

We may occasionally recommend investments that are not readily realisable. We will only do this where appropriate but, if we do, we will draw your attention to the risks associated with the investments in our suitability report. There is a restricted market for such investments and in some circumstances it may not be possible to deal in the investment or obtain reliable information about its value.

## Our Obligations to You

Before providing advice we'll assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you don't want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.

Before making any recommendations, we will carry out a suitability assessment so that we are able to act in your best interests.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we will carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We will issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

## Client Account

Durham Capital Investments agrees to execute, manage and maintain for the undersigned customer one or more accounts and act as broker for Customer in the execution of orders for transactions involving the buying and selling of financial securities. The Customer guarantees to Durham Capital Investments that if Customer is an individual or if this is a joint account, the Customer(s) is of legal age and sound mind. Customer agrees to permit verification of relevant information by Durham Capital Investments through third parties. In any event, this Customer Agreement and the account(s) permitted hereunder become effective only upon acceptance by an authorized representative of Durham Capital Investments.

## Notifications

In the event of any inaccuracies appearing on a Customer's statement of accounts, the customer agrees that it is the Customer's responsibility to inform Durham Capital Investments immediately. If the Customer does not respond immediately, executed orders and statement reports shall be considered as accurate; and Durham Capital Investments relieves itself of all responsibility. Details of trades sent to Customer shall be binding unless Customer notifies Durham Capital Investments to the contrary.

## Transactions

Any transactions handled by Durham Capital Investments shall be subject to the constitution, regulations, customs and interpretations of each exchange or market on which the rates are executed, and to all applicable international governmental regulations. Durham Capital Investments shall not be liable to Customer as a result of any action taken by Durham Capital Investments to comply with such rules.

## Digital Execution

Durham Capital Investments will accept all documents signed and transmitted by email as original documents. The signature of any person or entity thereon, is to be considered as an original signature and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of Durham Capital Investments any document sent by email must be re-executed in original form by the persons who executed the email document. No party hereto may raise the use of an email document as a defense to the enforcement of this Agreement or any amendment of other documents executed in compliance with this section.

# Fees & Charges

Customer agrees to pay all commissions and fees charged by Durham Capital Investments. Durham Capital Investments is authorized to convert any funds in Customer's account(s) into and from the relevant foreign currency at the rate of exchange plus appropriate fees, obtained from Durham Capital Investments.

# Consent to Jurisdiction

Customer agrees that all disputes, claims, actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from, this Agreement shall be arbitrated only in an arbitration forum agreed with ICFTC. Customer consents and submits to the jurisdiction of any international court.

# Client Monies

All monies, securities, negotiable instruments, open positions in Contracts, options premiums, or commodities on deposit or in safekeeping with Durham Capital Investments, shall constitute security for Customer's obligations hereunder and Customer grants Durham Capital Investments the right to sell or use such security to offset and credit any of those obligations not promptly paid.

If Customer does not promptly pay a debit in Customer's account(s) and it is necessary for Durham Capital Investments to take collection action, Customer will hold Durham Capital Investments harmless for all losses and expenses and will reimburse Durham Capital Investments for the debit and all costs incurred, including reasonable attorney's fees in connection with such collection actions.

This Agreement may be terminated by the Customer or by Durham Capital Investments immediately upon written notice by one party to the other. In the event of such termination, Customer shall immediately liquidate positions in Customer's Account(s) or transfer such open commodity interest positions to another IB. Notwithstanding any termination, Customer shall satisfy all liabilities to Durham Capital Investments arising hereunder. This Agreement shall be binding upon Customer's personal representatives and legal successors, and shall incur to the benefit of Durham Capital Investments successors by merger, assignment, consolidation or otherwise. In the event of Customer's bankruptcy proceedings, death, incompetence, dissolution, or failure to provide adequate margin, Durham Capital Investments is authorized to terminate account in fashion described elsewhere in this Agreement, without prior notice to the Customer. The termination of this Agreement shall not affect the obligations of the parties arising from transactions entered into prior to such termination.

# Telephone Recordings

Customer hereby authorizes Durham Capital Investments to make recordings of telephone conversations between Customer and Durham Capital Investments. Customer consents to the use of such tape recording in any forum in connection with resolving disputes. Durham Capital Investments and its affiliates may also, at their discretion, utilize a telephone recording system to place Customer's orders.

# Amendments & Guarantees

This Agreement, reflects the entire agreement between Durham Capital Investments and Customer and supersedes all prior oral and written agreements between the parties relating to the subject matter hereof and no provisions hereof shall in any respect be waived, augmented or modified by any other party unless in writing and signed by an official so authorized at Durham Capital Investments office headquarters. No one can guarantee profits or the absence of losses. Customer agrees to immediately notify Durham Capital Investments Compliance Department if any such guarantee are suggested.

## CLIENT AGREEMENT

By Signing this Agreement

I (Customer) hereby agree to the Durham Capital Investments Client Agreement and:

I have read, understood, and agree to the terms and conditions found at [www.durhamcapitalinvestments.com](http://www.durhamcapitalinvestments.com) or from the client relations team and agree to be bound by such terms and conditions.

I warrant that all information provided by me in this form and all supporting documentation in connection with this application are true, accurate, and correct.

I confirm that the money I am investing is not derived from the proceeds of any unlawful activity.

I fully understand the information and the risks that come with this investment and I hereby confirm that the information relating to this investment product has been fully and adequately explained to me by my financial advisor . I hereby indemnify the administrator against any liability for any loss or damage suffered by me as a result of inaccurate or incomplete information contained herein.

Signature of investor or person acting on behalf of investor

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Date \_/\_\_\_\_/\_\_\_\_