

## Leitfaden zur Eröffnung eines « Mini-Kontos »

Die Formulare 1 bis 4 sind für die Eröffnung eines Einzelkontos **verpflichtend**. Falls Sie ein **Gemeinschaftskonto** eröffnen möchten, müssen alle Formulare von jedem Kontoinhaber unterschrieben werden. Die mit einem Kreuz ✕ markierten Felder sind auszufüllen oder zu unterzeichnen:

### ❶ Formular: Kontoeröffnungsantrag

Alle Informationen, die wir von Ihnen erhalten, werden selbstverständlich vertraulich behandelt. Bitte beantworten Sie alle Fragen. Ansonsten können wir Ihren Antrag **nicht bearbeiten**.

### ❷ Formular: Allgemeine Geschäftsbedingungen

Bitte lesen Sie die allgemeinen Geschäftsbedingungen aufmerksam durch und unterschreiben Sie am unteren Rand jeder Seite.

### ❸ Formular: Information zu Risiken

Mit der Unterzeichnung dieses Formulars bestätigen Sie, dass sie alle Risikokategorien in Verbindung mit dem aktiven Trading verstanden haben und akzeptieren.

### ❹ Formular: Nasdaq Market Data Services (NMDS)

Auf diesem Formular geben Sie an, ob Sie ein privater oder professioneller Nutzer der Realtime-Marktdaten sind.

### ❺ Option Agreement

Dieses Formular ist nur auszufüllen, wenn Sie Optionshandel betreiben wollen. In diesem Fall müssen beide Seiten ausfüllen..

### ❻ Formular: Vereinbarung zu Gemeinschaftskonten

Dieses Formular ist nur zur Eröffnung eines Gemeinschaftskontos notwendig. Bitte kreuzen Sie das gewünschte Gemeinschaftskonto (A oder B) an.

### ✚ Eine beglaubigte Fotokopie Ihres Reisepasses oder Personalausweises

Die beglaubigte Fotokopie ist durch die luxemburgischen Gesetze vorgeschrieben. Die Beglaubigung kann bei Behörden oder Notaren erbeten werden. Wenn keine einheimische Behörde dazu bereit ist, Ihre Ausweiskopie zu beglaubigen, fügen Sie der Fotokopie bitte eine Bescheinigung über Ihre Bankverbindung bei, aus der Ihr Name und Ihre Anschrift eindeutig hervorgehen.

Die Beglaubigung ist jedoch nicht notwendig, wenn Sie Ihr Konto **in unseren Büros** eröffnen.

**Nächste Phase?** Ihr Kontoeröffnungsantrag wird unmittelbar nach Eingang bearbeitet. Sie erhalten umgehend per Brief Ihre Kontonummer und die erforderlichen Informationen für das Auffüllen Ihres Kontos. Dafür haben Sie bis zu vier Wochen Zeit. Sobald Ihr Konto aufgefüllt worden ist, erhalten Sie Codes für den Zugang zu Ihrer Trading-Software. Alle Notierungen in Echtzeit werden unmittelbar aktiviert.

**Fragen?** +352 42 80 42 83 – info@whselfinvest.com

**WH  
SELFINVEST  
MINI**

**KONTOERÖFFNUNGSANTRAG**

**1**

LU-DE	Internal use only	Account n°:	Demo:	Approved by :	Date:
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**KONTOINHABER**

**MITINHABER  
(falls zutreffend)**

<b>Name</b>		
<b>Vorname</b>		
<b>Geburtsdatum</b>		
<b>Nationalität</b>		
<b>Familienstand</b>	<input type="checkbox"/> Ledig <input type="checkbox"/> Verheiratet <input type="checkbox"/> Geschieden / Verwitwet	<input type="checkbox"/> Ledig <input type="checkbox"/> Verheiratet <input type="checkbox"/> Geschieden / Verwitwet
<b>Berufliche Situation</b>	<input type="checkbox"/> Arbeitend <input type="checkbox"/> Arbeitslos <input type="checkbox"/> Rente/Pension	<input type="checkbox"/> Arbeitend <input type="checkbox"/> Arbeitslos <input type="checkbox"/> Rente/Pension
<b>Beruf</b>		
<b>Adresse</b>		
<b>Telefonnummer tagsüber</b>		
<b>Telefonnummer abends</b>		
<b>Faxnummer</b>		
<b>E-mail Adresse</b>		

Bitte wählen Sie eine Trading Plattform und ein Passwort (mindestens 9 Zeichen) :

<b>(1) WHS ELITE</b> <input type="checkbox"/> <input checked="" type="checkbox"/> NASDAQ level2, NYSE, AMEX, OTCBB, PS <input type="checkbox"/> OPRA – Options <input type="checkbox"/> Futures e-minis	<b>(2) WHS ELITE LITE</b> <input type="checkbox"/> <input checked="" type="checkbox"/> NASDAQ level2, NYSE, AMEX, OTCBB, PS <input type="checkbox"/> Futures e-minis	<b>(3) WHS Basic</b> <input type="checkbox"/> <input checked="" type="checkbox"/> NASDAQ level1, etc.
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<b>Brutto Jahreseinkommen:</b> <input type="checkbox"/> < €40.000 <input type="checkbox"/> €40 - €80.000 <input type="checkbox"/> €80 - €120.000 <input type="checkbox"/> > €120.000	<b>Immobilienbesitz:</b> <input type="checkbox"/> nicht zutreffend <input type="checkbox"/> < €250.000 <input type="checkbox"/> €250 - €500.000 <input type="checkbox"/> > €500.000	<b>Vermögen exkl. Immobilien:</b> <input type="checkbox"/> < €40.000 <input type="checkbox"/> €40 - €125.000 <input type="checkbox"/> €125 - €250.000 <input type="checkbox"/> > €250.000	<b>Quelle des Vermögens</b> (Z. B. Gehalt, Erbe, Aktien...): _____
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<b>Ich beabsichtige, mein Konto für Daytrading zu nutzen</b> <input type="checkbox"/> Ja <input type="checkbox"/> Nein	<b>Geschätzte Anzahl Trades pro Monat</b> <input type="checkbox"/> < 50 <input type="checkbox"/> 50 - 100 <input type="checkbox"/> 100 - 200 <input type="checkbox"/> > 200	<b>Durchschnittliche Ordergröße</b> <input type="checkbox"/> < \$ 2.000 <input type="checkbox"/> \$ 6.001 - 8.000 <input type="checkbox"/> \$ 2.001 - 6.000 <input type="checkbox"/> > \$ 8.001	<b>Risikohinweis</b> Die Möglichkeit mit Hebel zu handeln, ist riskant. Die Risiken des Handels mit solchen Produkten sind mir bewusst. <input type="checkbox"/> Ja <input type="checkbox"/> Nein
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<b>Trading Erfahrung in Jahren</b> Futures _____ Aktien _____ Forex _____ CFD _____ Zertificate _____ Optionen _____	<b>Falls Sie im gewünschten Produkt weniger als 1 Jahr Trading Erfahrung haben, beantworten Sie bitte folgende Fragen:</b> Verfügen Sie über sonstige Erfahrungen an der Börse? <input type="checkbox"/> Ja <input type="checkbox"/> Nein, Details: _____ Haben Sie Bücher zum Thema Trading gelesen? <input type="checkbox"/> Ja <input type="checkbox"/> Nein, Details: _____ Haben Sie Ausbildungen/Seminare im Bereich Finanzen besucht? <input type="checkbox"/> Ja <input type="checkbox"/> Nein, Details: _____ Haben Sie die Tradingplattform ausführlich getestet? <input type="checkbox"/> Ja <input type="checkbox"/> Nein, Details: _____ Haben Sie jemanden, der Ihnen beim Trading behilflich ist? <input type="checkbox"/> Ja <input type="checkbox"/> Nein, Details: _____ Meinen Sie, ausreichend auf das Trading vorbereitet zu sein? <input type="checkbox"/> Ja <input type="checkbox"/> Nein, Details: _____
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Ich bestätige, dass ich die Geschäftsbedingungen erhalten habe und die darin aufgeführten Regelungen und Bedingungen gelesen und verstanden habe und als verbindlich anerkenne. Insbesondere akzeptiere ich 1.2, 1.3, 1.12, 1.13, 1.15.

<b>Wie Sind Sie auf uns aufmerksam geworden ?</b> _____	<b>Kontoinhaber</b> _____ Unterschrift und Datum	<b>Mitinhaber</b> _____ Unterschrift und Datum
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## GENERAL TERMS AND CONDITIONS

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### 1 GENERAL INFORMATION

#### 1.1 Introduction

This agreement contains important information about your brokerage account opened with WH Selfinvest SA ('WH', 'we'), 291 route d'Arlon, L 1150 Luxembourg, Grand Duché du Luxembourg. WH is licensed as Courtier and Commissionaire. We have contracted Penson Financial Services, Inc., 1700 Pacific Avenue, Suite 1400, Dallas, Texas 75201, U.S.A. ('Penson'), to handle the clearing function for our brokerage firm. Consequently your account will be deposited with Penson. WH is a member of AGDL (Association pour la Garantie des Dépôts Luxembourg), Luxembourg's obligatory compensation scheme. Penson is a member of the Securities Investor Protection Corporation (SIPC). Assets held in your WH account held by Penson are protected up to US\$ 25,000,000 per account. This protection does not protect against a decline or loss in market value of the securities in your account. This agreement contains all terms and conditions you ('I', 'you', 'The Customer', 'Client') agree to by signing the General Terms and Conditions and Account Application forms. In providing our services we will act in good faith and with reasonable care.

Upon approval of your account application WH will act as your broker for the purpose of transacting buy and/or sell orders for securities as instructed by you. WH does not provide investment advice, tax advice or legal advice regarding the suitability or profitability of a specific security or investment. Any opinions expressed regarding the management of assets shall be provided on good faith, for the use of the client only, to the best of WH's ability. The clients should always verify such information as to its accuracy. In the event that you need investment advice concerning your account, you agree to consult a professional and not hold WH, their officers, employees, agents or affiliates liable for any investment decisions you have made. WH has no responsibility to warn you in case your account is losing excessive amounts of money.

#### 1.2 Customer Diligence

Before placing orders on WH's trading platforms, I confirm that (a) I will have educated myself to gain a good working knowledge of all rules, regulations, policies and procedures of the financial markets, (b) I will have acquired a minimum skill level in active trading techniques, (c) I will have thoroughly read all manuals and guides supplied to me by WH, as well as all updates thereof provided by WH at any point in time, (d) I will have familiarized myself with all features of WH's trading platform, (e) I will have acquired intimate knowledge of all available order types, including but not limited to market, limit and stop orders, (f) I will have familiarized myself with the markets in which I intend to trade and all securities and options contract details, including but not limited to expiration date, trading hours, tick size, tick value, reorganization details and margin requirements, (g) I will have learned how to read my account statement and (h) my hardware and software equipment will meet at least the minimum requirements advised by WH. I understand and accept that not all manuals and guides will be available in my native language. Should this be an issue I confirm that I will seek clarity by contacting WH's support desk on all items not clear to me before placing orders on WH's trading platforms.

I also confirm that (a) I will systematically check my trades and positions against my account statement, (b) I will immediately report to WH any inconsistencies, (c) I will not keep any overnight positions if I do not have enough equity to meet the overnight margin requirements, and (d) I expose myself knowingly to additional risk by placing orders on WH's trading platforms during times when WH's support desk is not open for business. WH is under no obligation to provide training or assistance in relation to the Customer's use of WH's electronic services. In the event that WH decides, in its discretion, to provide any training or assistance, such training or assistance will be provided at the Customer's sole risk and WH will have no liability to the Customer in the event that the Customer suffers any loss arising directly or indirectly out of such training or assistance. The Customer agrees to operate WH's electronic services with all due skill, care and diligence.

The Customer acknowledges that in the event the electronic trading service is not available he can place its orders by phone, e-mail, under certain conditions, and fax. The Customer further acknowledges that WH reserves the right to alter WH's electronic trading service in any way at any time. Any such alterations will be in WH's absolute discretion.

The communication link between an exchange or exchanges and the WH trading platform can break down. I understand and accept that in the event of such an interruption happening I may

not be able to cancel an existing open order, I may not be able to ascertain if an order is executed or not, and I may not be able to close out a position. I understand and accept that WH will post alert messages on the WH trading platform and that it is my obligation to pay attention to all these alert messages. In the case of such an interruption occurring, WH will try to establish, on a best efforts basis only, the status of each order by contacting the exchange or the depository. If I need to close out a position or cancel an order, I will contact WH support desk. WH will try to execute, on a best efforts basis only, my e-mail instructions only if they are complete. I understand and accept that WH may not be able to cancel an order, check the status of an order or close out a position in such a short time span and that I may suffer a loss as a result of such interruption happening and will not hold WH responsible for such a loss.

#### 1.3 Etiquette

The WH support desk will handle all client requests with the necessary urgency and the appropriate level of attention. Our support desk staff are knowledgeable, polite and always professional in their client interactions. WH expects clients to maintain the same level of professionalism and politeness in all their dealings with our firm. All forms of communication (telephone, fax, e-mail, etc) which do not meet the above standards will NOT receive attention from our staff. This includes, but is not limited to, communications containing racist remarks, sexist remarks, insulting remarks, obscene language, impolite language, inappropriate sarcasm and all other forms of *double entendre*, as well as content which is clearly not in good faith.

#### 1.4 Discrepancies

I have read, understood and accept that should I notice, either on my account or on my trading platform, any items which seem out of the ordinary, included but not limited to, erroneous orders, duplicated orders and missing orders, I will contact WH immediately and wait for resolution before placing further orders. If I act before having contacted WH or before having waited for resolution I alone and without limitation am responsible for all possible damages arising from my actions.

#### 1.5 Customer's Responsibility Regarding Securities

Certain securities may grant the securities holder valuable rights that may expire unless the holder takes action. These securities include (but are not limited to): warrants; stock rights; convertible securities; bonds; and securities subject to a tender or exchange offer. You acknowledge that you are responsible for knowing the rights and terms of all securities traded in your account and securities long in your account. We are not obligated to notify you of any upcoming expiration, exercise or redemption dates, or to take any action on your behalf without specific instructions from you except as required by law and the rules of regulatory authorities. If we hold securities in your account that are callable in part by means of a lottery system, you agree to participate in an impartial lottery allocation of the called securities, according to the rules and customs of the applicable exchange or market. Unless we receive an instruction from you not to do so, we will abandon any out of the money options and exercise any in the money options the day after expiry date and you will pay any resulting commission for this and settle any account balances resulting from such close out. When passing a sales order the client always has to specify if it is long or short. We do not accept any order in connection with any securities subject to Rule 144 or 145 (d), under U.S. securities Act of 1933.

#### 1.6 Risk Disclaimer

We are proceeding on the basis that you are prepared to accept a high level of risk. If this is incorrect or your investment objectives change, it is important that you should contact us as soon as possible. I understand and accept that I trade actively at my own risk. I further understand and accept that: (a) trading involves considerable risk and may result in significant losses; (b) the risk of loss in active investing can be substantial; (c) active day trading involves entering into many more transactions than does traditional investing; (d) as a result of this high volume of transactions, even though the commissions charged by WH are substantially discounted, I will incur substantial commission costs commonly associated with active trading; and (e) commission costs will be incurred regardless of whether I make or lose money on a trade. I understand and accept that other persons, such as educators, newsletter writers, other broker dealers, independent contractors or other customers, who make recommendations or suggestions or who provide WH with names of prospective customers are not permitted to solicit or accept accounts or orders or to act or say anything on behalf of WH. Furthermore, WH cannot vouch for the accuracy or completeness

of any information or advice you may have received or receive in the future from any person not employed by WH regarding stock, stock option, or future trading or the risks involved in such trading, and that WH shall not be responsible for any loss to you resulting from any firm or individual supplying you with such advice or information.

#### 1.7 Customer's Estate

You agree that this agreement and all the terms and conditions contained within it will be binding upon your heirs, executors, administrators or personal representatives.

#### 1.8 Assignments

You acknowledge that this agreement shall inure to the benefit of WH and their successors and assigns. WH may assign their rights and duties under this agreement to any of their subsidiaries or affiliates or to any other entity upon prior written notice to you.

#### 1.9 Joint Account Holders

If there is more than one account holder, each account holder is jointly and severally liable for obligations arising under this agreement. Each joint account holder, acting alone and without notice to any other account holder, has the authority to deal with us fully and completely. We will follow the instructions of any joint account holder and we will not be responsible for determining the purpose or propriety of any instruction received from any joint account holder. However we will only execute outgoing money or securities transfer if all account holders have signed the transfer instructions. Any notice sent to one account holder shall be deemed to be notice to all account holders.

#### 1.10 Entire Agreement and Severability

This General Terms and Conditions agreement contains the entire understanding between us concerning the subject matter of this agreement. If any provision of this agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order, or judicial decision, that determination shall not affect the validity of the remaining provisions of this agreement.

#### 1.11 Modifications

Clients will be notified by e-mail of any contractual modifications. Modifications include but are not limited to changes in the articles of this agreement, and changes to the commissions and fees schedule for services provided by WH. The latest versions of the agreement and the commissions and fees schedule are permanently at your disposal. WH will adapt the articles in this agreement to reflect any changes in laws or regulations. You agree that WH may change the terms and conditions of this agreement, in whole or in part, upon written notice to you. No provision of this agreement may be amended in any other manner. In case clients do not respond to changes within 10 days in writing, the revised articles in the agreement will apply. Any amendments to the terms and conditions will be deemed effective upon dissemination by WH unless specified otherwise. Use of WH's services, in particular entering into a transaction, after receipt of such amendments will be deemed to be acceptance of such amendments.

#### 1.12 Agreement Subject to Approval

This agreement will be effective only upon our approval. We reserve the right to reject your account without having to provide a reason.

#### 1.13 Termination

Both parties reserve the right to terminate the agreement in writing at any time for any reason. Upon termination, you will remain liable for any debit balances or deficiencies in your account. You will reimburse WH for the cost of collection of any debit balance or deficiency in connection with any of your accounts, including reasonable lawyer's fees and court costs.

#### 1.14 Amicable Settlement

Clients, before undertaking any legal action, have the right, regarding any complaints that remain unresolved by WH, to make use of the amicable settlement procedure of the Commission de Surveillance du Secteur Financier du Luxembourg.

#### 1.15 Governing Laws

This agreement will be governed by the laws of the Grand Duchy of Luxembourg. You irrevocably submit to the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg but we may take steps against you in the courts of any country where we deem it necessary for our protection.

#### 1.16 Taxes

The client recognizes that it is his sole responsibility to conform to legislation in force in his country of residence or other tax jurisdiction. Any tax liabilities or obligations resulting from the

Holder / Rekeninghouder / Kontoinhaber / Titulaire



Signature, Handtekening, Unterschrift

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

Joint Holder / Gemeenschappelijke Rekeninghouder / Mitinhaber / Cotitulaire



Signature, Handtekening, Unterschrift

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

## GENERAL TERMS AND CONDITIONS

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use of WH brokerage services are the sole responsibility of the client.

### 1.17 Translation of the General Terms and Conditions

WH may translate the original General Terms and Conditions agreement in other languages than English. When differences of interpretation occurs between the translation and the original agreement, the original agreement in English will prevail. The original agreement in English is always available on the WH website.

## 2 ACCOUNT OPENING, SIGNATORIES AND PROXIES

### 2.1 Clients Information

I am of legal age and no one except the undersigned has any interest in this account. When undertaking a relationship with WH, the client will indicate the exact data as regards to identification (e.g. name, permanent address, profession, nationality, etc.). Corporate and other legal entities must provide the most recent Articles of Incorporation, as well as a recent extract from the Companies Register or national equivalent. Signatories must be witnessed by resolutions authorizing them to bind and represent the entity in dealings with third parties. Account holders shall provide WH with any such documents as WH may request, with respect to client and beneficial owner identification as covered by the law of 5th April, 1993, related to the financial sector, as well as any future laws or amendments to the aforementioned regulations. Client assets remitted to WH before all documentation related to the account opening has been supplied will be blocked until such time that all documents have been supplied. In the case of eventual non-delivery of the required documentation, WH reserves the right to block the account or return the client assets to the institution(s) and/or person(s) from whence the assets originated. The same holds true for any subsequent non-delivery of documentation that WH may from time to time request of the client in compliance with its legal obligations.

### 2.2 Clients signature

The client's signature on the Account Application form will serve as a specimen of his signature as well as for all parties representing him. WH may rely solely on said specimen. This is true for Corporate and other legal entities, irrespective of any subsequent changes recorded by the Companies Register or other official publications to this effect. The client warrants to inform WH of all changes to the list of signatories of the account and to supply the relevant documentation to this effect. WH shall not be liable for fraudulent use of the client's signature whether such signature be authentic or forged. In the case that WH does not identify fraudulent use of the signature of the client, and performs transactions based on this signature, it shall, except in the case of gross negligence, be released from its obligation to refund client for losses resulting from such transactions.

### 2.3 Amendments of Client's Information

The client agrees to notify WH in writing within 30 days if there is a change in the facts set forth in the account opening request form including but not limited to his/her name, address, e-mail address and telephone number. The client will bear any losses resulting from not communicating to WH any changes in his legal capacity or that of his agents. WH will request only information deemed necessary to carry out its internal or legal obligations in order to supply its services to the client. You represent and warrant that you have supplied us with accurate information in your new account application and no one except the account holders listed has an interest in the account.

### 2.4 Funding

As required by the current Luxembourg rules and regulations regarding money laundering, WH will only accept funds on its accounts if the name and account number of the beneficiary of the funds are clearly identifiable in the transfer details received by our bank. Consequently WH will systematically reject all transfers if the required information is missing, incomplete or if the sender is an individual unknown to WH. Furthermore the client understands and accepts that (a) WH is not responsible for any delays in inter-bank transfers, (b) it is the client's responsibility to contact his bank for information regarding the status of his (her) transfer should the client not receive notification of the transfer's timely arrival from WH, and (c) it is the client's obligation to carefully verify if his bank does not fail to include his name and account number in the transfer details. WH requests written transfer instructions (fax or letter) signed by all account holders to accept an outgoing money transfer.

## 3 COMMISSIONS & SERVICES, ACCOUNT

### 3.1 Commissions and Services Provided

Commissions and fees for services provided to the Client by WH will be charged directly to the Client's account. If the Client makes a special request or if WH incurs extraordinary charges (i.e. Value Added Tax and stamp duty or other transaction duties) to service his account, WH will pass those costs along to the Client.

### 3.2 Receipt of Communications

All communications sent, whether by mail, telegram, messenger, electronic data communications, fax, or otherwise, shall be considered delivered to you personally, whether actually received or not. We may record telephone calls between you and ourselves. You should be aware that such recorded calls may be used as evidence in the event of a dispute or anticipated dispute between us.

### 3.3 Monthly account statement and Penson's secure intranet site

All transactions including the purchase and sale of securities, dividends, interest payments and redemptions for securities held in your account will appear on your monthly statement posted on Penson's secure intranet site. Purchase and sale transactions will be posted on your statement as of the transaction settlement date. Securities held in your account will be listed in your statement. The information contained on your account statement or on Penson's secure intranet site is considered conclusive by all parties unless the client notifies WH of any objection within five working days.

### 3.4 'Hold mail' policy

Given the nature of the account clients agree that WH will automatically apply a 'hold mail' on the printed monthly account statements. The said account statements will be held in a safe and secure location for up to one year before being destroyed. Clients retain the right to claim the written account statements at WH's office upon a confirmed appointment. Clients can at all times consult their account status, order confirmations and all other relevant information directly on the secure intranet maintained by Penson. If you believe that your account statement does not accurately record your trades and positions, you should immediately contact us by telephone or e-mail. If you do not raise any query within two business days, the information shall be deemed correct.

### 3.5 Subscriptions

I have read, understood and authorize that my account with WH will be automatically debited on a monthly basis for the relevant trading platform and real-time quotes subscription charges. These charges are due on a monthly basis following the broker-dealer month cycle. No pro-rata charges are possible. I have read, understood and accept that should I wish to stop these subscription charges, either temporarily or permanently, I need to inform WH in writing (letter, fax, e-mail) before the 25<sup>th</sup> day of the month. No subscription charges apply to the swing trading account unless expressly stated otherwise.

## 4 ORDERS, MARGIN, LIQUIDATION

### 4.1 Order Acceptance

We require full payment or an acceptable deposit prior to the acceptance of any order. For our protection, we may restrict your ability to withdraw funds represented by any instrument or to apply such funds in settlement of a transaction. For our protection against credit risks and other conditions, we may, without prior notice, decline to accept your orders or instructions, or we may place restrictions on your account. We may refuse to accept any instruction at our absolute discretion but where any refusal is made we shall normally explain our reasons to you. You acknowledge that any order you place which WH, in its sole discretion, deems to be disruptive to the securities markets, unusual in size, type or credit risk, or which exceeds WH's usual authorized limits may be subject to rejection or cancellation. You acknowledge that orders, and especially but not exclusively market orders, cannot always be cancelled because they are subject to immediate execution and the order may be executed before the request for cancellation is received and processed by WH. All transactions will be subject to the applicable rules, regulations, customs and usages of any exchange or market where executed, clearing house, self-regulatory organization, and to all applicable international and U.S. (federal and state) laws, rules and regulations. The client assumes all risks arising from errors in communication or comprehension where complete, legible, written instructions were not supplied.

### 4.2 Liens and liquidation

Any and all securities and other property held in any of your WH accounts, including accounts in which you have an interest, shall be subject to a general lien for discharge of all your indebtedness

and other obligations to us, however arising and without regard to whether or not you have made advances with respect to such property, and without notice to me may be carried in your general loans and may be pledged, re-pledged, hypothecated or re-hypothecated, separately or in common with other securities and commodities of any other property, for the sum due to you thereon or for a greater sum and without retaining in your possession and control for delivery a like amount of similar securities, commodities or other property. The clearance of the pledged assets shall be governed by the Luxembourg law of December 21, 1994. We reserve the right to determine at our discretion, which securities and other property are to be sold and/or purchased in enforcement of our lien. Circumstances that may require the liquidation of an account include (but are not limited to): the failure of a customer to pay for securities purchased or the failure to deliver securities in good form; the filing of a petition of bankruptcy by or against a customer; the appointment of a receiver by or against a customer; an attachment levied against any account of the customer or any account in which the customer has an interest; or the customer's death. You are responsible for costs, commissions, and losses arising from any actions we take to liquidate or close transactions in your account due to your failure to pay for transactions and/or to deliver securities in good form.

### 4.3 Margin

I will maintain such margins as you may in your discretion require from time to time and will pay on demand any debit balance owing with respect to any of my accounts and I will, at your request from time to time, deposit such additional collateral as may be required by the rules of any exchange or regulatory agency or as may be considered necessary or appropriate, in your discretion, to secure my obligations to WH. I agree to promptly satisfy all margin and maintenance calls. You may, whenever in your discretion you consider it necessary for your protection, sell any or all securities or commodities or contracts relating thereto held in any of my accounts, including safekeeping accounts, and you may borrow or buy in any securities or commodities required to make delivery against any sale effected for me. Such sale or purchase may be public or private and may be made without advertising or notice to me and in such manner as you may in your discretion determine and at any such sale you may purchase the property free from any right of redemption and I shall be liable for any deficiency. At any time and from time to time, you may, in your discretion, without notice to me, apply and/or transfer any securities, commodities, contracts relating thereto or any other property or equity therein, interchangeably between any of my accounts, whether individual or joint from any of my accounts to any account guaranteed by me.

### 4.4 Interest charges

I agree to pay interest and service charges upon my account monthly at the prevailing rate as determined by you. The interest charged on the average debit balances appears on the monthly statement and indicates the rate and period covered. The rate may change from time to time without notice due to fluctuations in money market rates or from other causes. It is computed by the ordinary interest method, which assumes a year to have 360 days. The actual number of days within the period is used as the numerator.

### 4.5 Lending

You and any firm succeeding to your firm are hereby authorized from time to lend separately or together with the property of others either to yourselves or to others any property which you may be carrying for me on margin. This authorization shall apply to all accounts carried by you for me and shall remain in full force until written notice or revocation is received by you at your principal office in Luxembourg.

## 5 ELECTRONIC SERVICES

### 5.1 Provision of Electronic Services

You acknowledge that for the purpose of this agreement WH's electronic services will be defined as any electronic or interactive product, trading platform or service offered by WH which allows WH clients to: communicate with WH or an authorised third party service provider; obtain information or quotations from WH or an authorised third party service provider; or enter into brokerage transactions with WH through the use of electronic data communications. This includes electronic data communications transmitted by you to WH through the use of personal, home or business computers connected by a modem or other device to an authorised telecommunications network designated by WH. You also acknowledge that WH will not be liable for any delay in receipt by you of any information via the Internet and any use by you of our electronic services shall be at your sole risk. Subject

Holder / Rekeninghouder / Kontoinhaber / Titulaire

Joint Holder / Gemeenschappelijke Rekeninghouder / Mitinhaber / Cotitulaire



Signature, Handtekening, Unterschrift

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Date

## GENERAL TERMS AND CONDITIONS

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to WH's statutory and regulatory duties and liabilities from time to time, in the absence of fraud, negligence or willful default, WH and its affiliates, employees, officers, directors or agents shall not under any circumstances be liable to the Customer (or, if applicable, to any third party, in the event that a claim is made by such party) in respect of any loss of whatever nature sustained or incurred by the Customer (or any third party), arising out of or in connection with the Customer's use of WH's electronic services. WH does not guarantee and makes no express or implied representation or warranty concerning WH's electronic services (or any part thereof, including without limitation the accuracy, security or integrity of any information or data transmitted, transmission capabilities, trade execution, communication or any other features whatsoever of WH's electronic services). This Clause shall not be affected by termination of this agreement.

### 5.2 Security

Security is one of the most important aspects in the electronic trading industry. Heavy emphasis has been placed on the ability to prevent security breaches as well as to provide virtually uninterrupted trading ability in the event of technical or natural disasters. Application Security for the sever farm supporting the WH trading platform is facilitated using Triple DES (Data Encryption Standard) Encryption for all back office and interface functionality. This level is currently the highest level of encryption available to corporations. Additionally, the server farm does not employ IIS, FTP, nor HTTP, therefore, preventing Internet-based viruses from reaching the servers.

### 5.3 Order Routing

WH uses the services of Pinnacle Capital Markets, 4700 Falls of the Neuse Road, Suite 390, Raleigh, NC 27609, USA. I understand that my orders will be executed electronically through NT's automated order routing network. This network connects clients to various exchanges and electronic communication networks. I understand that I may be subject to potential prosecution under the federal securities laws for illegal activity conducted in my account and that the NASD will monitor all such trading activity so as to detect any such improper activity. If the NASD detects improper activity or activity harmful to the Nasdaq Stock Market in my account and this activity causes NT's Nasdaq link to be terminated, I accept full responsibility and monetary damages, if they should arise. I acknowledge and accept the inherent risks of electronic trading. I acknowledge that these risks include but are not limited to power failures, software failures, equipment failures and communication failures.

### 5.4 Market Data

Securities price quotes and other market data we may provide you with are obtained from independent pricing services we believe are reliable. However, we cannot guarantee the accuracy of such data and we will not be held liable for any losses incurred by your use of it. WH is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made by any third party vendors. Any information provided on WH's trading platforms, web sites or any of the sites or services, to which it is linked, is provided by way of a service. You understand and accept that certain product features screens may occasionally be unavailable for a limited period of time because of maintenance or upgrading work. Your using of these services is a specific acceptance that you signify your assent to these terms of use and recognize that any use you make of these services is totally at your own responsibility. You further agree that any market data or information provided to you will not be broadcast, retransmitted or commercially exploited and you acknowledge that exchanges and markets have a proprietary interest in this data and information.

### 5.5 Losses Due to Extraordinary Events

WH and its affiliates, employees, officers, directors or agents shall not be liable nor have any responsibility of any kind for any loss or damage of any kind whatsoever incurred or suffered by you (or any third party) for the failure, interruption or delay in the performance of any of its obligations under the General Terms and Conditions by reason of any cause beyond WH's control, including but not limited to any act of God, war, riot, natural disaster, flood, strike, fire, insurrection, court order, industrial disputes; acts, omissions or regulations of any government or supranational bodies, authorities or regulatory bodies (whether in the Grand Duchy of Luxembourg or elsewhere); delay, error,

interruption, failure, omission, deletion or inaccuracy in the transmission or reporting of transactions or orders; suspension, restriction or termination of trading on or by any exchange or trading system; delay or change in market conditions before any particular transaction or order is effected; partial or total failure, breakdown, suspension of trading; extreme market volatility; extreme trading volumes; theft (including in house); malfunction or illegal intervention of any transmission, telecommunications or other communications facility, computer services, processing systems, hardware, software, energy supply, or transportation delays; or the failure of any relevant exchange, trading system, clearing house, broker and/or any other third party for any reason to perform its obligations. You understand that we do not guarantee you electronic access to WH's electronic services at all times. Whether or not you have been provided with electronic access to WH's electronic services you understand that we do not guarantee your account against losses due to electronic communication problems.

### 5.6 Trading Limits and Restrictions

You acknowledge and agree that WH may at any time and from time to time, at its absolute discretion, impose operating guidelines and restrictions on your use of WH's electronic services and/or place limits on the transactions and orders (including without limitation placing limits on all or any of the following: margin requirements, WH's total exposure to the Customer, the maximum order size and maximum order amount that can be submitted by the Customer, and WH's total exposure for orders transmitted by the Customer using WH's electronic services) and you agree to abide by such limits. Any limits imposed shall be effective from the date of notice to you by WH. In the event that the limits are exceeded, WH shall have the right in accordance with the General Terms and Conditions to liquidate any or all positions or investments carried in your account to bring your account within such limits. Where WH in its absolute discretion deems it necessary for its protection, the limits and any operating guidelines and restrictions may be amended without prior notice to you and WH will advise you of any such action by e-mail as soon as reasonably practicable thereafter. WH reserves the right in its absolute discretion to refuse to accept any order, instruction, or transaction from you provided that any such refusal shall be communicated to you as soon as reasonably practicable. WH will normally explain the reason for such refusal. If you give WH an order or instruction which, if executed by WH, would put you in breach of the limits, WH may, in its absolute discretion, fulfil such order or instruction to the extent WH deems appropriate.

### 5.7 Receipt of an Order

WH shall not be deemed to have received any instruction, transaction, communication or order from the Customer until such order appears on your trading platform or WH has actual knowledge of such instruction, transaction, communication or order.

### 5.8 Cancellation of Orders

On receipt of an instruction from the Customer to cancel an order, WH shall use its reasonable endeavours to cancel such order (although WH will not be responsible and accordingly shall have no liability for ensuring that such an order is cancelled) provided that such order has not been executed in whole or in part. The Customer acknowledges that he shall be liable for any transaction which arises in circumstances where it is not possible (for any reason whatsoever) to withdraw an order. Without prejudice to the generality of the foregoing, in the event that the Customer instructs WH to cancel an order which WH has partially executed by the time such cancellation instruction is received, the Customer shall be bound in respect of the partially executed order.

### 5.9 Electronic Services Suspension

If the Customer fails to comply with the provisions of the General Terms and Conditions, or if WH so decides in its absolute discretion that it is necessary for its protection, WH may, or may procure that any relevant exchange, trading system or other third party shall, restrict, suspend or terminate the Customer's access to WH's electronic services temporarily or permanently without prior notice to the Customer. WH will advise the Customer of any such temporary or permanent restriction, suspension or termination by telephone or e-mail as soon as reasonably

practicable thereafter. In the event that the Customer's access to WH's electronic services is restricted or suspended by WH, the Customer agrees, immediately upon notice of restriction or suspension from WH to cease use of WH's electronic services; and not to use or attempt to use WH's electronic services until after receipt of written notice from WH that it may do so. Without limiting the foregoing, if the Customer uses, or attempts to use, WH's electronic services for any purpose other than its intended purpose (including without limitation by tampering, hacking, modifying or otherwise corrupting the security or functionality of WH's electronic services), the Customer may be subject to civil and criminal liability.

### 5.10 Passwords and Security

You acknowledge that you will be the only authorised user of WH's electronic services for your account(s). You will be fully responsible for the confidentiality and use of your user name(s) and password(s) and you agree that you will be fully and solely responsible for all activities, including brokerage transactions, which arise from the use of your user name(s) or password(s), except as provided for in the paragraph below.

### 5.11 Notification of Unauthorised Use

You agree that as a condition of being approved to use WH's electronic services you will immediately notify WH if: (1) you have placed an order using WH electronic services and you do not see your order on your trading platform; (2) you have done a trade using WH's electronic services and you do not see this trade on the next business day on your account statement; (3) you can see on your account a trade which you did not place or any similar conflicting report; (4) you become aware of any unauthorised use of your user name(s), password(s) or any product or service related to your brokerage account(s). If you fail to notify WH within 2 hours upon the occurrence of any of the above events, you agree that WH will not have any responsibility or liability to you or any other person whose claim may arise through you for any claims with the handling, mishandling or loss of any order.

### 5.12 Copyrights, Download and Trademarks

You should assume that everything you see or read on WH's web sites or trading platforms, including without limitation all text, graphics, downloadable files, information, software and other materials (collectively, the "Content"), is copyrighted unless otherwise noted and may not be used except as provided in these terms of use or in the text on the site without the written permission of WH. WH neither warrant nor represent that your use of Content displayed or downloaded from this site will not infringe rights of third parties not owned by or affiliated with WH. In the event that you download anything from WH's web sites or download links, the downloaded Content is licensed to you by WH pursuant to these terms of use. WH does not transfer title of the Content to you. You own the medium on which the downloaded Content is recorded, but WH retains full and complete title to the Content, and all intellectual property rights therein. You may not redistribute, sell, de-compile, reverse engineer, disassemble, or otherwise reduce the Content to a human-perceivable form.

The trademarks, logos and service marks ("Marks") displayed on WH's web sites, platforms and materials are either owned by WH or are the property of other third parties. You are not permitted to use such Marks without the prior written consent of WH or such third parties that may own the Marks.

### 5.13 Information Supplied by You

Any communication or material you transmit to WH by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post becomes the property of WH or its affiliates and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting, without compensation to you. Furthermore, WH is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to WH for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information, without compensation to you.

Holder / Rekeninghouder / Kontoinhaber / Titulaire



Signature, Handtekening, Unterschrift

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

Joint Holder / Gemeenschappelijke Rekeninghouder / Mitinhaber / Cotitulaire



Signature, Handtekening, Unterschrift

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

**RISK DISCLOSURE STATEMENT**

For purposes of this notice, "day trading" means the transmission by you of multiple intraday electronic orders to effect both purchase and sale transactions in the same security or securities.

**Day trading is extremely risky.** You should be prepared to lose all of the funds that you use for day trading. In particular, you should not fund day trading activities with retirement savings, student loans, second mortgages, emergency funds, funds set aside for purposes such as education or home ownership, or funds required for current income to meet your living expenses.

**Be cautious of claims of large profits from day trading.** You should be wary of advertisements or other statements that emphasize the potential for large profits in day trading. Day trading can also lead to large and immediate financial losses.

**Day trading requires knowledge of securities markets.** Day trading requires in-depth knowledge of the securities markets and trading techniques and strategies. In attempting to profit through day trading, you must compete with professional, licensed traders employed by securities firms. You should have appropriate experience before engaging in day trading.

**Day trading requires knowledge of the company's operations of each you are dealing with.** You should be familiar with each securities firm's business practices, including the operation of the firm's order execution systems and procedures. You should confirm that the firm has adequate systems capacity to permit customers to engage in day trading activities.

**Day trading may result in your paying large commissions.** Day trading may require you to trade your account aggressively, and you may pay commissions on each trade. The total daily commissions that you pay on your trades may add to your losses or significantly reduce your earnings.

**Day trading on margin or short selling may result in losses beyond your initial investment.** When you day trade with funds borrowed from a firm or someone else, you can lose more than the funds you originally placed at risk. A decline in the value of the securities that are purchased may require you to provide additional funds to the firm to avoid the forced sale of those securities or other securities in your account. Short selling as part of your day trading strategy also increases the risk of extraordinary losses because you may have to purchase a stock at a very high price in order to cover a short position.

You acknowledge that WH in no way recommends or promotes a "trading strategy," that all orders and transactions with respect to the Account are initiated by you as customer and not solicited or initiated by any person(s) employed by or associated with WH and that you solely and not WH or any of its personnel assume the risk of all losses in and with respect to the Account and you agree to indemnify and hold harmless WH and each of its officers, employees agents and representatives harmless from all loss, liability, claim or expense (including reasonable attorneys fees) arising out of or connected with the Account or any transaction entered into with respect to your "day trading" activities. The above acknowledgement and indemnification is in lieu of and supercedes provisions in any and all other forms, contracts, agreements or other documents which may be in effect or govern any relationship between you as customer and WH and which may be in conflict with the above acknowledgment and indemnification.

**EXTENDED HOURS TRADING RISK DISCLOSURE**

As a prospective user of our Extended Hours trading capability, you need to be aware of what WH regards as the risks of engaging in this activity so as to be on guard for situations that you might find unacceptable in view of your risk tolerance and investment objectives..

**Risk of Lower Liquidity.** Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular market hours. As a result, your order may only be partially executed, or not at all.

**Risk of Higher Volatility.** Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended hours trading than in regular market hours. As a result, your order may only be partially executed or not at all.

**Risk of Changing Prices.** The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular market hours, or upon the opening the next morning. As a result, you may receive a price in extended hours trading which is inferior to that you would obtain during regular market hours.

**Risk of Unlinked Markets.** Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive a price in one extended hours trading system inferior to one you would obtain in another extended hours trading system.

**Risk of News Announcements.** Normally, issuers make news announcements that may affect the price of their securities after regular market hours. Similarly, important financial information is frequently announced outside of regular market hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the, price of a security.

**Risk of Wider Spreads.** The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

**VOLATILITY DISCLOSURE STATEMENT**

WH wishes to alert you to the existence or potential existence of conditions of extreme volatility in one or more securities traded by you. While we appreciate your business and understand that your strategies may include taking advantage of these volatile conditions, we want you to know that in trading these securities you are assuming the risk of illiquidity, and potential losses as a result of unanticipated market conditions, sudden price moves, influx of orders, trading halts, etc. In particular, please be advised as follows:

- a) High volumes of trading in a particular security or groups of securities at the opening or during the day may cause delays in execution or executions at prices significantly away from the market prices quoted.
- b) Normal automated execution processes are quite likely to be overridden during periods of high volatility, including manual executions and reductions of order size guarantees.
- c) Market orders must be executed promptly and therefore may be at prices and quantities that differ significantly from those expected or displayed.
- d) While limit orders must be executed at the required price and size, significant delays and even failures of execution may occur if limits are not reached.
- e) Computerized or other electronic direct access by you to an account or trading system is no guarantee that orders will be promptly processed or executed and you should be aware of the risk of substantial halts or delays and lack of access during periods of extreme volatility, including lack of telephone access.
- f) While the company believes that its systems [and those of its clearing organization] are adequate to service all customers promptly during periods of extreme volatility, there is no guarantee that these systems will not be overloaded on occasion and therefore be less effective than normal in providing required service.
- g) Initial Public Offering (IPO) securities are particularly likely to experience conditions of extreme volatility and investors in these issues should be particularly aware of the risks described above, including specifically the risk that the investor's order may be executed at a "top" from which the price thereafter experiences a precipitous decline. WH has a policy of requiring all purchases of certain IPO stocks to be made only through a Registered Representative.
- h) You may experience that the company has raised maintenance margin requirements in your account to make sure that there is enough liquidity to absorb volatile price changes, or eliminating margin altogether for certain securities.
- i) The entering of duplicate "cancellation" or "replacement" orders by you in order to achieve better execution may lead to your being responsible for ALL orders entered.

**MARGIN DISCLOSURE STATEMENT**

WH is furnishing this document to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully

review the margin agreement provided by your firm. Consult us regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from your brokerage firm. If you choose to borrow funds from your firm, you will open a margin account with the firm. The securities purchased are the firm's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, the firm can take action, such as issue a margin call and/or sell securities in your account or any of your accounts held with the member, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

- a) You can lose more funds than you deposit in the margin account. A decline in the value of securities that are purchased on margin may require you to provide additional funds to the firm that has made the loan to avoid the forced sale of those securities or other securities in your account(s).
- b) Your firm can force the sale of securities in your account(s). If the equity in your account falls below the maintenance margin requirements under the law, or the firm's higher "house" requirements, the firm can sell the securities in any of your accounts held at the firm to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.
- c) Your firm can sell your securities without contacting you. Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.
- d) You are not entitled to choose which securities in your margin account are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, the firm has the right to decide which security to sell in order to protect its interests.
- e) The firm can increase its "house" maintenance margin requirements at any time and is not required to provide you advance written notice. These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the member to liquidate or sell securities in your account(s).
- f) You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

**SECURITIES AND EXCHANGE COMMISSION LENDING RULE DISCLOSURE**

The Securities and Exchange Commission Truth in Lending Rule requires specific disclosure be made to a public customer at the time a margin account is established. The following represents a summary of the required disclosures:

- 1) An annual rate of interest is charged on the net debt balance in a margin account.
- 2) The applicable interest rate is based upon (but not equal to) the prevailing broker call money rate.
- 3) Adjustment and allowance in the percentage rate are frequently made depending upon the size of the debit balance and the activity in the account.
- 4) As the call money rate changes so will the interest rate charge, without notice to the customer.
- 5) Interest is computed by taking the average daily balance, multiplying it by a rate over 100 and by the number of days the debit balance existed and dividing it by 360.
- 6) The customer must keep the prior period statement in order to compute the interest.
- 7) The firm has a lien on all securities in the account for any debit balance present in the account.
- 8) If the market value of the securities decline, the firm can request additional funds or collateral from the client. If not received, the firm can exercise its lien to sell securities in the account.

I HAVE READ AND UNDERSTAND THE FOREGOING PROVISIONS, AGREE TO AND ACCEPT THEM AS A CONTINUING REQUIREMENT FOR MAINTAINING MY ACCOUNT WITH YOUR FIRM:

<p><b>Holder / Rekeninghouder / Kontoinhaber / Titulaire</b></p> <p> _____</p> <p><b>Signature, Handtekening, Unterschrift</b>      ___/___/___</p> <p style="text-align: center;">Date</p>	<p><b>Joint Holder / Gemeenschappelijke Rekeninghouder / Mitinhaber / Cotitulaire</b></p> <p> _____</p> <p><b>Signature, Handtekening, Unterschrift</b>      ___/___/___</p> <p style="text-align: center;">Date</p>
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## AUTHORIZATION

### Nasdaq Market Data Services (NMDS)

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Account number : \_\_\_\_\_  
 Numéro de compte : \_\_\_\_\_  
 Rekeningnummer : \_\_\_\_\_

Holder / Titulaire / Rekeninghouder

Joint holder / Cotitulaire / Gemeenschappelijke rek.houder

I the undersigned ...,  
 Je soussigné ...,  
 Ik ondergetekende ...



\_\_\_\_\_  
 First name & surname, Prénom & nom, Voornaam & Naam





\_\_\_\_\_  
 First name & surname, Prénom & nom, Voornaam & Naam

**AUTHORIZE**  
 AUTORISE  
 GEEF TOESTEMMING

**DO NOT AUTHORIZE**  
 N'AUTORISE PAS  
 GEEF GEEN TOESTEMMING

<b>English</b>	<b>Français</b>	<b>Nederlands</b>
<p>... WH SelfInvest Ltd. to submit my name to Nasdaq Market Data Services, a Nasdaq Stock Market division, as a private user of real-time quotes.</p> <p>Nasdaq Market Data Services wants to make sure that you are a private user of real-time quotes because private users, as opposed to professional users, benefit from much lower real-time quote subscription rates.</p> <p>I understand and unconditionally agree that by not authorizing the submission of my name to the NMDS, the NMDS will classify me as a professional user and will therefore charge me professional user rates. I am aware that the professional user rates are significantly higher than the private individual user rates.</p> <p>I understand and unconditionally agree that by authorizing the submission of my name to the NMDS, a third party not under the control of WH SelfInvest Ltd., that WH SelfInvest Ltd. no longer guarantees the Luxemburg banking secrecy between myself and WH SelfInvest Ltd.. By placing my signature below I unconditionally waive any rights I might have, now or in the future, to pursue WH SelfInvest Ltd. in or outside a court of law for any breach in Luxemburg banking secrecy</p>	<p>... WH SelfInvest SA à communiquer mon nom à la Nasdaq Market Data Services (NMDS), la division du Nasdaq Stock Market, en tant qu'utilisateur particulier de cotations en temps réel.</p> <p>La Nasdaq Market Data Services veut s'assurer que vous êtes un utilisateur particulier de cotations en temps réel. En effet, les utilisateurs particuliers, contrairement aux utilisateurs professionnels, bénéficient de frais de cotations en temps réel très réduits.</p> <p>Je comprend et j'accepte sans conditions, que si je n'autorise pas la communication de mon nom à la NMDS, je serai classé par la NMDS en tant qu'utilisateur professionnel de cotations en temps réel et qu'à ce titre, je serai facturé au tarif des utilisateurs professionnels. Je réalise que le tarif des utilisateurs professionnels est nettement plus élevé que le tarif des utilisateurs particuliers.</p> <p>Je comprend et j'accepte sans conditions, que si j'accepte de communiquer mon nom à la NMDS, une tierce partie hors du contrôle de WH SelfInvest SA, WH SelfInvest SA ne pourra plus garantir le secret bancaire entre moi et WH SelfInvest SA. En apposant ma signature ci-dessous, j'abandonne sans conditions tous mes droits présents ou futurs, de poursuivre WH SelfInvest SA dans le cadre d'une procédure juridique pour toute infraction du secret bancaire luxembourgeois.</p>	<p>... aan WH SelfInvest NV om mijn naam op te geven aan Nasdaq Market Data Services, een divisie van de Nasdaq Stock Market, als particuliere gebruiker van real-time koersen.</p> <p>Nasdaq Market Data Services wil zich er van vergewissen dat u wel degelijk een particuliere gebruiker van real-time koersen bent daar particuliere gebruikers, in tegenstelling tot professionele gebruikers, heel voordelige tarieven genieten.</p> <p>Ik begrijp en ga ermee akkoord dat indien ik geen of voorwaardelijk toestemming verleen de NMDS mij zal klasseren als een professionele gebruiker van real-time koersen en dat ik bijgevolg ook professionele tarieven aangerekend wordt.</p> <p>Ik begrijp en ga ermee akkoord dat door het opgeven van mijn naam aan een derde partij niet onder controle van WH SelfInvest NV, WH SelfInvest NV niet langer het Luxemburgs bankgeheim tussen mijzelf en WH SelfInvest NV garandeert. Met dit schrijven zie ik dan ook bewust af, zowel nu als in de toekomst, van enige vorm van vervolging van WH SelfInvest NV voor het niet garanderen en naleven van het Luxemburgs bankgeheim.</p>

 <b>Holder / Rekeninghouder / Kontoinhaber / Titulaire</b>  _____ <b>Signature, Handtekening, Unterschrift</b> ____/____/____ <b>Date</b>	 <b>Joint Holder / Gemeenschappelijke Rekeninghouder / Mitinhaber / Cotitulaire</b>  _____ <b>Signature, Handtekening, Unterschrift</b> ____/____/____ <b>Date</b>
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## OPTION RISK NOTICE

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If you wish to trade option, please, complete and sign this page containing important risk warning notices **and** the "Option Agreement". Those notices are extracted from a booklet entitled 'Characteristics and risks of standardized options' which is downloadable from the CBOE's website.

### CHARACTERISTICS AND RISKS OF STANDARDIZED OPTIONS

This is an extract from 'Characteristics and Risks of Standardized Options'. You can receive the complete booklet on simple demand. This brief statement does not disclose all of the risks and other significant aspects of trading in options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

#### 1. Variable degree of risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for margin. If the purchased option expires worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable is remote.

Selling ('writing' or 'granting') an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin. If the option is 'covered' by the seller holding a corresponding position in the underlying interest or a future or another option, the risk may be reduced. If the

option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

#### Additional risks common to options and futures

##### 2. Terms and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

##### 3. Suspension or restriction of trading and pricing relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss. Further, normal pricing relationships between the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

##### 4. Deposited cash and property

You should familiarize yourself with the protection accorded money or other property you deposit from domestic and foreign transactions, particular in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

##### 5. Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

##### 6. Currency risks

The profit or loss in transactions in foreign currency denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

##### 7. Trading facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

##### 8. Electronic trading

Trading on an electronic system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

##### 9. Off-exchange transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risks. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

### SPECIAL STATEMENT FOR UNCOVERED OPTION WRITERS

There are special risks associated with uncovered option writing which expose the investors to potentially significant loss. Therefore, this type of strategy may not be suitable for all customers approved of options transactions.

1. The potential loss of uncovered call writing is unlimited. The writer of an uncovered call is in an extremely risky position, and may incur large losses if the value of the underlying instrument increases above the exercise price.

2. As with writing uncovered calls, the risk of writing uncovered put options is substantial. The writer of an uncovered put option bears a risk of loss if the value of the underlying instrument declines below the exercise price. Such loss could be substantial if

there is a significant decline in the value of the underlying instruments.

3. Uncovered option writing is thus suitable only for the knowledgeable investor who understands the risks, has the financial capacity and willingness to incur potentially substantial losses, and has sufficient liquid assets to meet applicable margin requirements. In this regard, if the value of the underlying instrument moves against an uncovered writer's options position, the investor's broker may request significant

additional margin payments. If an investor does not make such margin payments, the broker may liquidate stock or options positions in the investor's account with little or no prior notice in accordance with the investor's margin agreement.

4. For combination writing, where the investor writes both a put and a call on the same underlying instrument, the potential risk is unlimited.

5. If a secondary market in options were to become unavailable, investors could not engage in closing transactions, and an option writer would remain obligated until expiration or assignment.

6. The writer of an American-style option is subject to being assigned an exercise at any time after he has written the option until the option expires. By contrast, the writer of a European-style option is subject to exercise assignment only during the exercise period.

This statement is not intended to enumerate all of the risks entailed in writing uncovered options.

I HAVE READ AND UNDERSTAND THE RISK WARNING NOTICES SET OUT ABOVE.

 <p style="text-align: center;">Holder / Rekeninghouder / Kontoinhaber / Titulaire</p> <p style="text-align: center;">_____/_____/_____ Signature, Handtekening, Unterschrift      Date</p>	 <p style="text-align: center;">Joint Holder / Gemeenschappelijke Rekeninghouder / Mitinhaber / Cotitulaire</p> <p style="text-align: center;">_____/_____/_____ Signature, Handtekening, Unterschrift      Date</p>
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## OPTION AGREEMENT

**5**

To WH

This option agreement sets forth our respective rights and obligations arising in connection with any transaction by you on my behalf including but not limited to, the purchase and sale of put and call options. This option agreement is in addition to the general terms and conditions as specified in the regular account application.

1. I wish to commit a portion of my funds to trading in options. I consider myself sophisticated in investment matters and am able to read and understand confirmations and monthly statements. I realize and understand that any form of option trading has a number of risks connected therewith. I understand that the risk associated with option trading is extremely high, and in maintaining an option account and engaging in option trading through the facilities of your firm, I am engaging in transactions of a speculative nature. In investing in an option contract, I am speculating that the price of the underlying security will not move in the direction which I anticipate (i.e. the price will move up in the case of a call option and move down in the case of a put option), but that the price move of the underlying security will also exceed the premium which I pay for the option, commissions and other transaction costs. Thus, if the price movement is not sufficient I could lose my entire investment in the option contract. If I write an option contract without depositing or owning the underlying security, I realize that my risk is potentially unlimited. Notwithstanding this risk of loss I agree to honor all assignments and deliver to you the underlying security in the prescribed time, and if I fail to deliver the underlying security in the proper time I designate you as my agent and buy in such stock at the current market price so that I may honor my commitment to deliver. I understand that my account will be debited for any loss and that you will charge me a commission and a fee for this service. I have sufficient income and/or assets to sustain the risk inherent in such investments.
2. I understand that I may not write call (sell options) on restricted stock which I own as an insider.
3. I am familiar with the risks of option trading and you shall not be held liable for such risks in connection with the execution, handling, purchasing, selling, exercising, and endorsement of options for my account.
4. Where I am long an option which is about to expire in the money, you are authorized, in your sole discretion and without notification to me, to exercise the option and liquidate the underlying stocks for my account, using your best efforts. This is in no way to be construed as an obligation on your part to sell or exercise such option on behalf of my account, and I therefore waive any and all claims for damages or loss which I may incur at any time against you arising out of the fact that any option in my account(s) was not exercised, unless I instructed you to do so.
5. I have had the opportunity to request from you a disclosure document entitled 'Characteristics And Risks Of Standardized Options' and any supplement thereto and I acknowledge your procedures regarding the latest hour at which exercise notices

will be accepted by you. These procedures are as follows:

- Notice of exercise instructions must be given to you on normal business days not later than 4.15 p.m. Eastern Time. You will not be held liable for failure to tender an exercise if such notice is not received within the aforementioned time limitations. If I am an option writer, I understand that I am still liable for exercise against me within one business day following the expiration of the options contract.
6. I understand that should I have any open short position in options during the month of expiration which is in the money or near the exercise price, it is most likely it will be assigned on my short position and that as a writer of an Option I may receive a Notice of Assignment as late as one or two business days following the expiration date. Therefore, I should not take any action until being assured by you that you have received all notices of Assignment for your accounts from the Option Clearing Corp., and that the particular open short options in the accounts have or have not been called. I also understand that notices of Assignment for option contracts are allocated among customers on a random selection basis and that a more detailed description of your allocation procedure is available upon request.
  7. I have read and am familiar with the disclosure document entitled 'Characteristics And Risks Of Standardized Options' and any supplement thereto and agree to abide by all rules of the OCC, or any securities exchange rules governing transactions, including but not limited to position and exercise limit rules. Under the position limit rules, unless some different provision has been made by the OCC for a particular stock, no single investor or a group of investors acting in concert (regardless of whether the options are held in one or more accounts or through one or more brokers) may hold more than the allowable number of option contracts covering the same covering stock or index on the CBOE or Amex, ect. Under the exercise limit rules, unless otherwise determined and announced by the OCC, no holder or group of holders acting in concert, within any five consecutive business days, may exercise more than the allowable number of options covering the same underlying security or index. The number of allowable contracts varies widely for different equity and index options.
  8. I agree to maintain in my account(s) with you such margin as you deem necessary or advisable, which may be changed by you from time to time, for the protection of your position as endorser of option contracts issued by you in connection with such account(s). If I fail to comply with your margin calls you are authorized, in your discretion and without notification to me, to take such action as you may deem appropriate to protect the position and obligation which you may have assumed at my request. This authorization is intended to include (without limitation thereby) the purchase and sale for my account and risk of any part or all of the shares represented by options endorsed by you at my request, and the purchase for my account and risk for such additional puts and calls as you may deem necessary to fully protect yourselves. Any securities and funds held by you in any

account of mine with you shall be held by you as security for the performance by me of my obligation to you under this agreement.

9. This agreement is supplementary to a Margin agreement simultaneously or heretofore entered into between us and shall in no events be deemed to abrogate or in any other way diminish any of your rights under the Margin agreement; provided, however, that in the event of any conflict between the terms of this agreement and the terms of the Margin Agreement, the provisions of this agreement shall prevail.
10. You shall not be held liable for loss caused directly or indirectly by government restriction, exchange or market rulings, war, strikes, or any other conditions beyond your control.
11. The provisions of this agreement shall apply to all put options, call options, or other options which you may have previously purchased, sold, executed, handled, endorsed or carried for my account(s) and shall also apply to all put options, call options or other options which you may thereafter purchase, sell, handle, endorse or carry for my account(s) and shall inure to the benefit of your firm as now or hereafter constituted.
12. You are under no obligation to convey to me any information relating to the underlying securities covered by any options in my account(s) or any securities related to the thereto, or any information relating to the option, whether such information is then or thereafter known or available. I understand that any information, advice or notification to any option or any underlying securities or securities related thereto which you may give me and which you are not required to give by the terms of this agreement, express or implied, shall not be construed as creating an implied agreement or course of dealing between us and shall not impair the provisions of this or any other agreement between us.
13. Amicable settlement. Clients, before undertaking any legal action, have the right, regarding any complaints that remain unresolved by WH, to make use of the amicable settlement procedure of the Commission de Surveillance du Secteur Financier du Luxembourg.
14. I shall be responsible for all expenses incurred by you, including reasonable attorney's fees in enforcing any provision of or collecting any amounts due you under this agreement.
15. I hereby authorize you or the introducing broker to select the exchange or market to which my orders are directed.
16. I understand that firms clearing through you may from time to time purchase for their own account options, or securities underlying options, recommended to me.
17. I understand that my options account is subject to further review and acceptance. Transactions in my account made prior to such review and acceptance are valid transactions, notwithstanding future restrictions or limitations you may place on my account.

<b>Customer information</b>			
<b>Please provide the following information as applicable. We cannot approve your account without it.</b>			
<b>Primary investment objective</b>		<input checked="" type="checkbox"/> Growth of principal	<input type="checkbox"/> Current income
		<input type="checkbox"/> Trading speculation	
Prior investment experience in Options Years _____ <input checked="" type="checkbox"/>	Do you have another option account? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Anticipated types of trades: Buying Puts and Calls <input type="checkbox"/>	Writing Covered Calls <input type="checkbox"/>
	With which firm(s)? _____	Writing Puts and Calls Uncovered <input checked="" type="checkbox"/>	
	Still open? <input type="checkbox"/> Yes <input type="checkbox"/> No	Please list any other relevant financial information	
	Estimated value € _____		

I hereby confirm that I have read the provisions of this option agreement and understand the contents thereof. I hereby expressly confirm all the information contained on the Account Application Form and on the Customer information section, especially those concerning income, net worth and investment objectives, and will advise you of any changes in such information which could be deemed to affect the suitability of executing options transactions for my account. By signing this agreement, I acknowledge the following: (1) That, in accordance with paragraph #13 I am agreeing in advance to arbitrate any controversies which may arise with you, and (2) I am at liberty to request a copy of this agreement.

<b>OFFICE USE ONLY – OFFICE USE ONLY – OFFICE USE ONLY – OFFICE USE ONLY – OFFICE USE ONLY – OFFICE USE ONLY – OFFICE USE ONLY – OFFICE USE ONLY</b>			
Type of options transactions approved: Buying Puts and Calls <input type="checkbox"/>	Writing Covered Calls <input type="checkbox"/>	Writing Puts and Calls Uncovered <input type="checkbox"/>	Accepted by Name _____ (SROP) Date...../...../.....

<b>Holder / Rekeninghouder / Kontoinhaber / Titulaire</b>  <input checked="" type="checkbox"/> _____ <b>Signature, Handtekening, Unterschrift</b> ____/____/____ <span style="float: right;"><b>Date</b></span>	<b>Joint Holder / Gemeenschappelijke Rekeninghouder / Mitinhaber / Cotitulaire</b>  <input checked="" type="checkbox"/> _____ <b>Signature, Handtekening, Unterschrift</b> ____/____/____ <span style="float: right;"><b>Date</b></span>
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