

PEARL LAND COMMERCIAL BROKERS (PLCB) CORPORATE AGREEMENT

In consideration of PLCB, or any of its affiliates, agreeing to carry one or more accounts of the undersigned (hereinafter referred to as "Client") and to provide services to Client in connection with the purchase and sale of Contracts for Difference (collectively referred to as "CFD's") on Equities, Futures, Currency and any similar instruments (collectively referred to as OTC "Contracts"), which may be purchased or sold by or through PLCB for Client's accounts(s), Client agrees as follows:

1 ESTABLISHMENT OF ACCOUNT

Client understands, acknowledges and agrees that by executing this Agreement, and subject to the terms and conditions of this Agreement, an account will be established in the Client's name at PLCB, Ltd., or any PLCB affiliate (collectively "PLCB"), that PLCB, in its sole discretion, may elect. Client further acknowledges that, subject to the terms and conditions herein, PLCB shall act as counterparty to all transactions conducted under this Agreement.

2 AUTHORIZATION TO TRADE

PLCB is hereby authorized to purchase and sell OTC Contracts for Client's account(s) in accordance with Client's oral, written or electronic instructions. Unless instructed by Client to the contrary in writing, PLCB is authorized to execute all orders with itself as counterparty or with such other counterparties as PLCB deems appropriate.

3 GOVERNMENTAL, COUNTER PARTY INSTITUTION AND INTER-BANK SYSTEM RULES

All transactions under this Agreement shall be subject to the constitution, bylaws, rules, regulations, customs, usage, rules and interpretations of the counterparty institution or other inter-bank market (and its clearing organization, if any) where executed and to all applicable laws of the Russian Federation. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, which shall be binding upon PLCB, this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect.

Client acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements.

4 MARGIN AND DEPOSIT REQUIREMENTS

Client shall deposit with PLCB collateral or margin in such amounts that PLCB, in its sole discretion, may require. Margin requirements will vary dependent on the electronic trading system and products traded. PLCB may change margin requirements at any time.

Client agrees to deposit by immediate wire transfer such additional margin when and as required by PLCB and will promptly meet all margin calls by such methods as PLCB in its sole discretion designates. PLCB may at any time proceed to liquidate

Client's account in accordance with paragraph 10 below, and any failure by PLCB to enforce its rights hereunder shall not be deemed a waiver by PLCB to enforce its rights thereafter. No previous collateral or margin requirement by PLCB shall preclude PLCB from increasing that requirement without prior notice. Margin calls are conclusive and binding unless objected to immediately in writing. Client understands that a margin call may occur even in instances where account positions are hedged, given spreads may widen as set forth in paragraph 7 herein, causing remaining margin to diminish. Should remaining margin be insufficient to maintain open positions, the account may sustain a margin call, closing out any open positions in the account.

5 POSITION LIMITATION, PROFITS AND EXTRAORDINARY EVENTS

PLCB retains the right to limit the amount and/

or total number of open positions that Client may acquire or maintain at PLCB reserves the right to refuse to accept any order. PLCB does not guarantee any or all profits resulting from trading entered into the system(s) of PLCB, including but not limited to, profits realized during perceived normal market conditions, extraordinary events or system malfunctions. PLCB shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of PLCB including, without limitation, loss or damage resulting, directly or indirectly, from government restrictions, war, strikes, labor disruptions and terrorist acts. PLCB shall not be liable for damages, including lost profits or trading losses caused by delays or inaccuracies in pricing or the transmission of orders or information due to a breakdown in or failure of any transmission or communication facilities, unauthorized access, theft or systems failures. Client understands PLCB is authorized to reclaim any trading profits Client obtains through the trading of delayed or inaccurate pricing.

6 PRICING, SCALPING, ORDERS AND GAPPING MARKETS

Client understands and agrees that he/she will not enter into transactions for purposes of scalping, arbitrage or to intentionally exploit or manipulate any inaccuracy, regardless of how minor, major, obvious or unobvious, in any rate or pricing offered by PLCB whether through the usage of scripts, codes, electronic advisors, software or any other form of computer program or manual trading.

PLCB defines scalping as any transaction which remains open for a period of less than three minutes in duration. Client understands PLCB is authorized to retroactively cancel transactions found, in PLCB's sole discretion, to be transactions entered into in order to exploit or manipulate pricing by means as set forth within this Section.

PLCB is then authorized to reclaim any trading profits Client obtains through the entering of transactions for purposes of scalping, arbitrage or intentional exploitation of inaccuracies of rates/pricing offered by PLCB. Client acknowledges and understands that PLCB does not guarantee the execution of orders at specific prices, including conditional orders such as stops and/or limits, specifically at times of increased volatility or volume, including market news announcements, due to gapping markets, greyed out pricing, and market liquidity.

Client understands and agrees that should they receive off-market prices, for any reason, including but not limited to, delays, malfunctions or manual trading errors, PLCB shall retroactively cancel such trades and may elect to leave such trades

anceled or reopen such trades at the correct market price, Client understands that orders received during instances of increased market volatility will be filled at the next best price available or the fair market value.

Client acknowledges that during instances of gapping markets, conditional orders, specifically stop losses, will be filled at the next available price following a gapping market. Pricing can gap past the price set forth in conditional orders, resulting in clients losing more funds than initially intended.

Client acknowledges that due to such risks, PLCB encourages clients to utilize market orders rather than conditional orders, as market orders are provided with a requote and allow Clients to accept or reject the new price.

Client agrees that PLCB is not responsible for any losses, including margin calls, which occur as a result of conditional orders being filled during a gapping market or orders being filled at certain prices as a result of greyed out pricing and/or limitations in market liquidity.

7 WIDENED SPREADS

Client understands and acknowledges that there may be instances where spreads widen beyond the typical spreads offered. During volatile markets, such as news announcements, spreads may widen substantially in order to compensate for increased market volatility. Client is advised to utilize extreme caution when trading during increased volatility in the markets, including major news events, as widened spreads can adversely affect all positions in an account including hedged positions.

8 SETTLEMENT DATE, ROLLOVERS AND INTEREST

PLCB is authorized, in its absolute discretion, to rollover or offset all or any portion of positions maintained in CFD's on currencies within Client's Account(s), maintained on any electronic trading platform at Client's risk. A position carried forward may be credited or debited interest charges until the position is closed. All CFD's on Futures are not rolled over at contract expiration. PLCB shall close all positions at expiration of Futures contracts and client may, at his/her sole discretion, elect to purchase a new contract. At its discretion, PLCB may elect to offer Client an interest free account whereby positions carried forward will not be credited or debited interest charges. Client agrees and acknowledges that such interest free terms shall be granted by PLCB only as a result of representations made by Client and that PLCB shall have the authority to, at its own discretion, elect to retroactively cancel such interest free terms

and account activity after making determinations of the lack of authenticity of such representations, including determining that Client is maintaining interest bearing accounts elsewhere. PLCB is authorized to cancel all trading activity of such account since inception following its determination and will return the original deposit(s) to Client.

9 COLLATERAL AND LENDING AGREEMENT

All funds, securities, currencies, and other property of Client that PLCB or its affiliates may at any time be carrying for Client (either individually, jointly with others or as a guarantor of the account of any other person) or which may at any time be in its possession or control or carried on the books of PLCB for any purpose, including safekeeping, are to be held by PLCB as security and subject to a general lien and right of set-off for all obligations and liabilities of Client to PLCB whether or not PLCB has made advances in connection with such securities, currencies or other property, and irrespective of the number of accounts Client may have with PLCB may in its discretion, at any time and from time to time, without notice to Client, apply and/or transfer any or all funds or other property of Client between any of Client's accounts. Client hereby also grants to PLCB the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Clients, to itself as broker or to others, any securities or other property of Client held by PLCB as margin or collateral. PLCB shall at no time be required to deliver to Client the identical property delivered to or purchased by PLCB for any account of Client. Should Client take delivery of currencies through settlement of trades, PLCB is obliged to make full payment for the delivery on 24 hours notice. If the balance in the Client's account is not adequate to pay for the delivery, the depository receipts held in the name of Client or PLCB, as Client's agent or nominee, become property carried on margin in the Client's account, since they are not fully paid for by Client. This authorization shall apply to all accounts carried by PLCB for Client and shall remain in full force until all accounts are fully paid for by Client or notice of revocation is sent by PLCB.

10 LIQUIDATION OF ACCOUNTS/ DEFICIT BALANCES

In the event of:

- A** the death or judicial declaration of incompetence of Client,
- B** the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Client,

- C** the filing of an attachment against any of Client's accounts carried by PLCB,
- D** insufficient margin, or PLCB's determination that any collateral deposited to protect one or more accounts of Client is inadequate, regardless of current market quotations, to secure the account,
- E** Client's failure to provide PLCB any information requested pursuant to this agreement, or
- F** any other circumstances or developments that PLCB deems appropriate for its protection, then, in PLCB's sole discretion, it may take one or more, or any portion of, the following actions:
 - I** satisfy any obligation Client may have to PLCB, either directly or by way of guaranty of surety, out of any of Client's funds or property in its custody or control,
 - II** sell or purchase any or all Contracts, securities or property held or carried for Client, and
 - III** cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Client.

Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Client, Client's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Client's or held jointly with others. In liquidation of Client's long or short positions, PLCB may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in the sole discretion of PLCB may be advisable to protect or reduce existing positions in a Client's account.

Any sales or purchases hereunder may be made at PLCB's discretion with any inter-bank or other market where such business is then usually transacted or at a public auction or private sale, and PLCB may purchase the whole or any part thereof free from any right of redemption. Client shall at all times be liable for the payment of any deficit balance in Client's account(s) upon demand by PLCB and in all cases, Client shall be liable for any deficiency remaining in Client's account(s) in the event of the liquidation thereof in whole or in part by PLCB or by Client. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all obligations

and liabilities of Client owed to PLCB, Client shall promptly pay upon demand, the deficit together with interest thereon at a rate equal to three points above the then prevailing prime rate at PLCB's principal bank or the maximum interest rate allowed by law, whichever is lower.

Client agrees to pay and shall be liable for all reasonable costs and expenses of collection, including but not limited to, attorney's fees, witness fees and travel expenses. In the event PLCB incurs expenses other than for the collection of deficits, with respect to any of Client's account(s), Client agrees to pay such expenses.

11 MONTHLY STATEMENTS AND CONFIRMATIONS

Transaction confirmations of orders and statements of accounts for Client and made available solely online, shall be deemed correct and accurate and shall be conclusive and binding upon Client if not objected to immediately to by Client, in writing to, within five (5) business days of such activity being reviewable online. Failure to object shall be deemed acceptance and ratification of all actions taken by PLCB or PLCB's agents. Client's failure to receive a transaction confirmation shall not relieve Client of the duty to inquire of PLCB and to object as set out herein.

12 COMMISSIONS AND FEES

Client agrees to pay all charges relating to the CFD transactions conducted by or through PLCB, including without limitation commissions, markups, markdowns, transaction fees, transfer and cancellation charges, and inactive account fees. PLCB may adjust its charges without notice. All such charges shall be paid by Client as incurred and deducted from Client's account. PLCB may share such commissions or markups and markdowns with third parties. Transaction fees are assessed per trade on certain trading platforms. Funded accounts which remain inactive for a period of six (6) months will be charged an inactive account fee of \$50.00 USD. PLCB's failure to charge any such fees does not waive or invalid its right to deduct such fees in the future.

13 PLCB RESPONSIBILITIES

PLCB will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond PLCB's control or anticipation. PLCB is not responsible for loss of profits or general losses or other adverse affects realized by Client accounts as a result of the cancellation of interest free terms

pursuant to Section 8 herein, gapping markets, re-pricing or instances of increased volatility in the markets. PLCB shall only be liable for its actions directly attributable to gross negligence, willful default or fraud on the part of PLCB shall not be liable for losses arising from the default of any agent or any other party used by PLCB under this Agreement. Since over-the-counter Contracts are not traded on an exchange, the prices at which PLCB is willing to deal or the quotes published by PLCB

14 IDENTITY VERIFICATION

Client acknowledges and agrees that he/she is required to submit copies of unexpired government issued identification and address verification documentation to PLCB with a signed copy of this Agreement. Client further agrees that PLCB has the authority to delay, cancel or otherwise postpone trading or the depositing/withdrawing of funds, regardless of amount, until Client has provided copies of unexpired government issued identification and/or address verification documentation as required. After receipt of such documentation, PLCB reserves the right to request additional documentation in order for PLCB to adequately verify the Client(s) identity. Client understands that failure to provide such documentation shall authorize and obligate PLCB to report such to applicable government agencies.

15 CURRENCY FLUCTUATION RISK

If Client directs PLCB to enter into any CFD transaction:

- A** any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the risk and account of Client;
- B** all deposits for margin purposes if made in currency other than U.S. Dollars may be converted to U.S. Dollars, in such amounts as PLCB may in its sole discretion require; and
- C** PLCB is authorized to convert funds in Client's account for margin into and from such foreign currency at a rate of exchange determined by PLCB in its sole discretion on the basis of the then prevailing money market rates.

16 RISK ACKNOWLEDGMENT

Client acknowledges that investments in leveraged and non-leveraged transactions are speculative, involve a high degree of risk, and are appropriate

only for persons who can assume risk of loss in excess of their margin deposit to carry CFD positions and may result in significant losses that substantially exceed Client's investment and margin deposit. Client understands that PLCB does not guarantee any or all profits resulting from trading on its system(s). Client represents and warrants to PLCB that Client is willing and able, financially and otherwise, to assume the risk of trading in CFD transactions, and in consideration of PLCB's carrying his/her account(s), Client agrees not to hold PLCB responsible for losses incurred through trading. Client recognizes that guarantees of profit or freedom from loss are impossible in trading Contracts. Client acknowledges that Client has received no such guarantees from PLCB or from any of its introducing or referring agents or other entities with whom Client is conducting his/her PLCB account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations. If Client has received any such guarantees or inducements, Client is advised to report such activity to PLCB as promptly as possible.

17 CLIENT REPRESENTATIONS AND WARRANTIES

Client represents and warrants to PLCB that:

- A** Client is of sound mind, legal age and legal competence,
- B** no person other than Client has or will have an interest in Client's account(s),
- C** regardless of any subsequent determination to the contrary, Client is suitable to trade Contracts and understands the risk inherent in such trading,
- D** Client confirms that all funds deposited to his/her account are the property of the account owner and of no other person or entity,
- E** should Client request an interest free account, he/she maintains no other interest bearing account at another institution,
- F** Client is not a resident or citizen of the United States or Canada as defined under applicable law, and
- G** all the information provided by Client to PLCB in account applications or otherwise is true, correct and complete as of the date hereof, and Client will promptly notify PLCB of any changes in such information.

18 DISCLOSURE OF FINANCIAL INFORMATION

Client represents and warrants to PLCB that the financial information disclosed to PLCB in this document is an accurate representation of Client's current financial condition and that Client has very carefully considered the portion of the Client's assets which the Client considers to be risk capital available for investment in Contracts. Client recognizes that risk capital is the amount of money Client is willing to put at risk and if lost would not, in any way, change Client's lifestyle. Client agrees to inform PLCB immediately if Client's financial condition changes in such a way as to reduce Client's net worth, liquid assets and/or risk capital.

19 SETTLEMENT REVIEW, WITHDRAWALS, ACCOUNT CLOSURE

Upon receipt of a request to withdraw funds from a PLCB trading account, including withdrawals as a result of a request to close an account, PLCB is authorized to perform a review of all account activity to ensure trades were settled properly. Improperly settled trades shall include, but not be limited to, trades that were executed: during platform or related hardware malfunctions; trades executed at off-market pricing rates regardless how such pricing was obtained and including bad ticks and trades executed during extreme market conditions, including acts of gods or similarly executed trades completed during abnormal market conditions. If PLCB, in its sole discretion, determines that any trade(s) were settled improperly PLCB is authorized to retroactively cancel such improperly settled transactions and adjust account equity based off of such cancellations prior to completing any withdrawal. If, during such a settlement review, PLCB is authorized to cancel any applicable executed trades and adjust client equity prior to completing any such withdrawals or collect uncharged overnight interest, swaps prior to completing any withdrawals should it determine, in its sole discretion, that trades completed within such an account: violate any agreed upon term, condition, warranty or representation herein, including but not limited to those of Section 6 and Section 8; Client has utilized such a trading account to defraud PLCB of promotional bonus funds by mirroring all activity therein with an offsetting secondary trading account, regardless of what name(s) such secondary trading account is held in; or Client account has been credited commissions earned from excessive churning of third party accounts of which Client has been granted trading authorization through a limited power of attorney.

20 JOINT ACCOUNTS

If this account is held by more than one person, all of the joint and beneficial holders are jointly and severally liable to PLCB for any and all obligations arising out of all transactions in the account and each agree to be bound by all the terms and conditions of this Agreement. In addition, each person named on this account has authority:

- A** to trade for the account subject to this Agreement,
- B** to receive all correspondence and documents in respect to the account,
- C** to receive or withdraw money from the account,
- D** to execute agreements relating to the account, and
- E** to deal with PLCB fully.

PLCB, nevertheless, has the authority to require joint action by the parties to the account in matters relating to the account. PLCB has possession over the collateral in the account, whether owned by the holders individually or jointly. If a death occurs to one or more of the holders, PLCB shall be notified in writing and shown proof of a death certificate. All expenses due at the date of notification shall be charged to the account. Unless the Account Application Form for Joint Account states otherwise, then each holder is presumed to have an equal share in the account.

21 NO WAIVER OR AMENDMENT

No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both Client and an authorized officer of PLCB. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by PLCB or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

22 GOVERNING LAW

This Agreement and the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding or arbitration arising directly or indirectly hereunder, or in connection with

the transactions contemplated hereby, whether brought by Client or PLCB, shall be governed by the laws of the Russian Federation, without reference to its conflicts of laws principles.

23 JURISDICTION

Any dispute, controversy or claim which may arise out of or in connection with this Agreement, or the execution, breach, termination or invalidity thereof, shall be settled by the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with its Rules. The language to be used in the arbitral proceedings shall be English and the place of arbitration shall be Moscow, Russia. The arbitral tribunal shall consist of no more than three (3) arbitrators and all proceedings shall be conducted and decision rendered based solely on the submission of documents and other such materials. No oral hearings or oral arguments shall be held. Client hereby waives the right to have such proceeding transferred to another jurisdiction. No arbitration hereunder or relating to this Agreement, shall be brought by Client more than one year after the date of the transaction giving rise to the cause for arbitration regardless of when Client discovers the facts relating to the cause for arbitration.

24 TERMINATION

This Agreement shall continue in effect until termination and may be terminated by Client at any time when Client has no obligations held by or owed to PLCB, upon the actual receipt by PLCB at its office of a written notice of termination, or at any time whatsoever by PLCB upon the transmittal of written notice of termination of any obligations set out in this Agreement. Termination by Client shall not relieve Client of the obligation to pay any deficit balance in the account.

25 INDEMNIFICATION

Client agrees to indemnify and hold PLCB, its affiliates, subsidiaries, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by PLCB arising out of Client's failure to fully and timely perform Client's agreements herein or should any of Client's representations and warranties to PLCB fail to be true and correct. Client also agrees to pay promptly to PLCB all damages, costs and expenses, including attorney's fees, incurred by PLCB in the enforcement of any of the provisions of this Agreement and any other agreements between PLCB and Client.

26 NOTICES

Client agrees and acknowledges that all notice requirements set forth therein, shall be satisfied by PLCB through the sending of any notification to the email address submitted with this Agreement by the Client.

27 RECORDED CONVERSATIONS

Client agrees and acknowledges that all conversations may be recorded. Conversations

relating to the account(s) between Client and PLCB personnel may be electronically recorded with or without the use of an automatic tone warning. Client further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Client or PLCB. Client understands that PLCB destroys such recordings at regular intervals in accordance with PLCB's established business procedures and hereby consents to such destruction.

DISCLOSURE OF INTRODUCING BROKER COMMISSIONS

The undersigned hereby acknowledges and understands that Pearl Land Commercial Brokers ('PLCB') does not supervise the activities of introducing brokers (IB) and assumes no liability for any representations made by IB's, which shall include but not be limited to, accuracy of trading programs, risk warnings or lack thereof, guarantees of profit or security of principal, or trading advice. PLCB and IB's are wholly separate and independent from one another. Any Agreement(s) between PLCB and IB's do not establish any form of joint venture or partnership and at no time are IB's agents or employees of PLCB.

The undersigned further acknowledges and understands that he/she may have commissions assessed against their PLCB trading account as a result of his/hers relationship with an IB of PLCB who solicited, referred and/or introduced the undersigned to PLCB. The undersigned acknowledges and agrees that PLCB is authorized to charge his/her trading account in an amount designated by the IB as IB's commission amount. The undersigned further acknowledges and

understands that all such commission charged is being charged against his/her trading account by PLCB for payment to IB and that PLCB is not compensated through the deduction of such commission.

UNITRADER PLATFORM COMMISSION DISCLOSURE

The undersigned further understands that should his/her account be trading on the Unitrader Platform his/ her applicable IB has the ability and authority to alter their commission amounts at any time unilaterally, and whether such changes results n increased or decreased commission, undersigned agrees to such commission charges. The undersigned hereby acknowledges and agrees to contact PLCB via email or telephone should he/ she feel they are being charged commissions that are unauthorized, excessive or that differ from that which the IB disclosed. Further, the undersigned agrees to provide PLCB with any and all written agreements, disclosures or acknowledgments by and between the IB and himself/herself at the time of executing this Agreement.

SUPPLEMENTAL RISK DISCLOSURE

For any Customer that:

- is retired
- is unemployed
- has an annual income of less than \$25,000
- has a net worth less than \$25,000
- has no prior investment experience
- is over 65 years of age

Only you can make the determination of whether trading Contracts for Difference is suitable for you. In light of the information that you have provided above, PLCB requires that you carefully consider all of the risk associated with such investments.

Many but not all of these risks are outlined in the Risk Disclosure Statement of the Client Agreement.

If, in the past, the only forms of investing strategies that you have pursued have been conservative in nature, then PLCB encourages you to perform additional due diligence and research prior to making any investment. You must recognize that only risk capital is suitable for such investing. If you have determined that trading is suitable for you, then please execute the acknowledgment below.

ACKNOWLEDGMENT

I have carefully considered the financial risk involved in trading Contracts for Difference, I am willing to assume such risks associated with this type of investment, and wish to proceed with opening an account.