

Private Client Account Application

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All information is required unless stated.

1 Choose account type

	☐ Individual Account			
	 Account created under your personal name Joint Account 			
	☐ Joint Account Account created with spouse or partner			
	 ☐ Business or Trust Account ▶ Account under business or trust incorporation 			
Account Name (business or trust only)	Name ▶ only applicable if trading under a business or trust			
Your details				
Personal Details	▶ Please tick one ☐ Dr. ☐ Mr. ☐ Mrs. ☐ Mdm. ☐ Ms.			
	Name ▶ As in Passport			
	Passport Number	Nationality		
	Date of birth ▶ Age	▶ Only for US citizens		
		Are you a US Citizen?		
		Market status		
	Country of birth	Marital status ☐ Single ☐ Married		
		- I warned		
	Residence is	Highest education		
	☐ Self-owned ☐ Family-owned ☐ Rented	☐ Below O Levels ☐ O Levels		
	☐ Mortgaged ☐ Other ☐	☐ Tertiary (A Levels, Diploma or Degree)		
		☐ Other ☐		
	Source of funds (for this trading account)	Net Worth ▶ Please tick one		
Financial Details	Savings Salary CFP/ Pension			
	☐ Sale of property / investment ☐ Inheritance	☐ \$500,000 - \$1,000,000 ☐ Above \$2,000,000		
	☐ Other	1		
Contact Details	Mailing address ▶ We require this address to be the same	as your account maintained with us.		
		Postal code Country		
	Residential address ▶ If different from above			
		Postal code Country		
	Mobile number	Harry words or		
	Mobile number +()	Home number +()		
	Email address			
		T.		

NAVICOM INTERNATIONAL INVESTMENT LIMITED. PRIVATE CLIENT APPLICATION FORM //Lit Nr. 14 // Coptright 2017

Employment details	Occupation Company / School name Office number ▶ Compulsory +() Company address	\$30,000 - \$60,000	□ \$100,001 - \$150,000 □ \$150,001 - \$300,000 □ > \$300,000
	Are you the business owner/partner? Yes No		
	▶ What is the industry of your business?		
Get to know you mo	re		
Mindset and ability	Are you unable to accept any capital losses and unwilling. Are you dependent on the assets/cash used for investme any current or future payments? Do you have any physical, mental or visual impairment the	ent or trading with us to meet	☐ Yes☐ No☐ Yes☐ No
Trading experience	operate this account, including making investment and/o Do you have any prior experience in securities ¹ trading?	r trading decisions?	□ Yes □ No
	▶ Name of trading firm		
US Tax Resident	Are you a US Tax resident ² ?		☐ Yes ☐ No
	▶ If Yes, please provide Taxpayer Identification Number (ΓΙΝ)	
	► If No, please tick and / or provide the list of countries /	country in which you are a tax resid	dent

Note

^{1.} Securities are defined as: any debentures, stocks issued or proposed to be issued by a government; any debentures stocks or shares, corporation or body unincorporated; any right, option or derivative in respect of any such debentures, stocks or shares; any unit in a collective investment scheme; any unit or derivative of a unit in a business trust.

^{2.} Definition of 'U.S. Tax Resident'

⁻ A citizen or permanent resident of the United States (e.g. US Green Card holder or someone who meets the requirements to be considered a resident under the 'substantial presence test'); or

⁻ Any other person that is not a foreign person (as defined under US federal tax law).

4 Terms of Agreement

Please read this information carefully. As a new client, I promise to read this agreement in full and retain it for future reference. I understand that the terms and conditions of this trading agreement govern all aspects of my relationship with NaviCom International Investment Limited, including all transactions between myself and NaviCom International Investment Limited.

"Agreement" shall mean this Trading Agreement and any other specific agreements, future amendments and additional terms entered into by and between the "Investor" and the "Company". The Account Holder/Co-Account Holder (hereinafter referred to as the INVESTOR) hereby engages the services of NaviCom International Investment Limited (hereinafter referred to as the COMPANY) and his/her/its financial intermediary for the purchase and sale of financial products, such as securities, venture capital investments and other products (FINANCIAL PRODUCTS), under the following conditions;

- 1. The COMPANY shall purchase for the account of the INVESTOR, such FINANCIAL PRODUCTS as may be agreed upon by the INVESTOR. The FINANCIAL PRODUCTS need not be registered in the country in the residence of the INVESTOR; neither is it necessary that a prospectus of the same may have been led in the country of the residence of the INVESTOR. The transactions made under this agreement by the COMPANY for the account of the INVESTOR may be made through the facilities of a stock exchange or other recognized trading market located outside the country of the residence of the INVESTOR.
- 2. All purchases and sales of FINANCIAL PRODUCTS under this agreement shall be based on verbal or written instructions from the INVESTOR. Clearing services are provided by an approved clearing house or transfer agent. In instructing the COMPANY to trade in any FINANCIAL PRODUCTS under this agreement, it is understood that the INVESTOR is fully aware of the nature of the FINANCIAL PRODUCTS and all information relevant thereto which he/she/it is investing in and has, therefore, knowingly, willingly and voluntarily instructed the COMPANY to invest in said FINANCIAL PRODUCTS for his/her/its account.
- Commissions on all trade transactions shall not be more than 1% of the total trade. Average acquisition price on any given stocks will be disclosed to the INVESTOR at his/her/its account.
- 4. All trades shall be quoted in the currency chosen by the COMPANY. The COMPANY shall not be liable for any losses and/or damages caused by any exchange rate fluctuations which may occur.
- 5. All confirmation invoices and all other correspondence to the INVESTOR shall be conclusively presumed accurate, unless objected to in writing by the INVESTOR, clearly specifying the valid grounds relied on and communicated to the COMPANY by registered mail within seven (7) days from the INVESTOR'S actual or constructive receipt of such notices and correspondence, whichever comes first.
- 6. The COMPANY, its directors or officers cannot be held liable in any way for any losses and/or damages incurred by the INVESTOR as a result of investment advice provided by the COMPANY. Further, the COMPANY cannot guarantee the marketability of a given investment at a particular time. Investments in the securities markets are inherently speculative and returns cannot be guaranteed.
- 7. The INVESTOR'S trading account can be terminated at any time by the INVESTOR. The COMPANY is obligated to deliver to the INVESTOR the proceeds of any sales made on a best effort basis or the applicable certificates upon closure of the account.
- 8. The INVESTOR recognizes that any and all transactions entered into in accordance with this agreement are entered into solely with the COMPANY. While the COMPANY may have liaison offices in other countries, such liaison offices merely provide services such as accounting, clearing, information, clerical and other services. Such liaison offices have no participation in the transactions made under this agreement and accordingly shall not be liable in any manner to any claims by the INVESTOR, it is being understood that any and all claims the INVESTOR may have in connection with any transaction under this agreement shall be solely against the COMPANY.
- 9. The INVESTOR expressly agrees that any litigation against the COMPANY, its directors or offiacers arising from this agreement or any of the transactions made by the INVESTOR in connection therewith, of whatever kind and nature, shall be led in the proper courts of the COMPANY, to the exclusion of all other courts, tribunals or agencies, in other jurisdictions.

DEEINITIONS

As a self directed investor, I assume full responsibility for each and every transaction in or for my account and for my own investment strategies and decisions. I understand and agree that NaviCom International Investment Limited and its affiliates will have no liability whatsoever for the results of my investment strategies, transactions and decisions.

Restrictions on Account Services:

I understand that NaviCom International Investment Limited may place trading, disbursement, service or other restrictions on my account for reasons including court order, tax levy or garnishment, request of a government agency or law enforcement authority, or in the event of a dispute between joint account holders. I understand that NaviCom International Investment Limited may be required to liquidate or close out Securities and/or other property in my account to satisfy any such court order, tax levy or other legal obligation. NaviCom International Investment Limited will not be held liable for any losses that arise out of or relate to any such transaction and I agree to indemnify and hold NaviCom International Investment Limited and its affiliates harmless from and against any losses they may incur in taking such actions.

Termination of Accounts:

I may close my account anytime, after all Debit Balances are paid, on written notice to NaviCom International Investment Limited. I understand that if my account holds restricted securities or small cap issues that the sale value of such shares may result in losses upon liquidation of my account. The terms and conditions of this agreement will survive termination of my account and will continue to apply to any disputed or other remaining matters involving my relationship with NaviCom International Investment Limited.

Wire Transfers:

By sending NaviCom International Investment Limited a wire transfer, I authorize NaviCom International Investment Limited or its clearing/transfer agent to process the payment for the benefit of my account. If a wire transfer is received after the relevant cut of time, my wire transfer may be treated as if it were received the next business day. NaviCom International Investment Limited may also reject a wire transfer for any reason.

It is my responsibility to ensure that my wire transfer instructions are accurate. I agree to indemnify and hold NaviCom International Investment Limited and its agents harmless from any losses arising out of or relating to an attempt to amend or cancel a wire transfer. In addition, if I request a cancellation of a wire transfer and such cancellation request is accepted by the banking facility prior to funds clearance, I understand that I may not have access to the funds for at least (60) days.

If I arrange for a wire transfer in payment on behalf of my account, I am responsi- ble for ensuring that such wire is initiated properly, addressed properly to NaviCom International Investment Limited or its clearing/transfer agent's bank account and bears appropriate wire instructions in exactly the form required by NaviCom International Investment Limited for identification of me

I understand that any erroneous, mismatched or incomplete identifying information on an incoming wire transfer may result in such wire being rejected, lost, posted to an incorrect account or returned to the originating bank without notice to me and I agree to indemnify and hold NaviCom International Investment Limited and its affiliates harmless from any losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an incoming wire transfer.

Signature of applicant	Signature of Verifying Officer

5 Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made effective as of the date set forth below by and between NaviCom International Investment Limited (the "Company"), and the information recipient set forth below ("Recipient").

WHEREAS, the Company desires to provide to Recipient certain confidential information and materials belonging to the Company, consisting of, without limitation, data, specifications and information relating to the Company's products; and WHEREAS, in order to facilitate Recipient's receipt and use of such information and materials, the Company requires that all such items be protected from unauthorized use and disclosure.

- 1. Recipient agrees to treat as confidential all technical, business, financial and other confidential or proprietary information of the Company which is disclosed to Recipient, whether in written, oral, electronic or other tangible or intangible form, including, without limitation, specifications, computer programs, software, codes, formulas, know-how, plans, data, documentation, reports, inventions, ideas, concepts, and other information (all of the foregoing information hereinafter collectively referred to as the "Information"). The term "Information" shall include all confidential information of the Company, whether disclosed to Recipient before, on or after the date hereof. Notwithstanding the foregoing, the term "Information" shall not include information that Recipient can demonstrate (a) was known to it prior to its receipt of such information from the Company; (b) became generally publicly known other than by Recipient's direct or indirect act; (c) was rightfully disclosed to the Recipient by a third party without restriction; or (d) was independently developed by the Recipient without use of or access to the Information.
- 2. Recipient shall, with respect to all Information, (a) restrict disclosure of or access to such Information solely to those of its employees with a need to know such Information who are under duties of confidentiality and nondisclosure at least as stringent as the ones set forth herein, and not disclose or allow access to such Information to any other employees; (b) not use such information in any way that is detrimental or contrary to the interests of the Company; (c) not use such Information for its own or any other person's benefit or for any purpose other than in connection with its evaluation of the Company's products; (d) use at least the same degree of care in protecting the confidentiality of such Information as Recipient uses in protecting its own confidential information; (e) not decompile, disassemble or reverse engineer any computer code or portion thereof disclosed hereunder, or attempt to do so; and (f) not remove, change or deface any proprietary markings in or on any part of the Information. The foregoing duties of Recipient will survive the termination of this Agreement.
- 3. Recipient shall, upon the request of the Company, return all of the Information to the Company and, at the direction of the Company, return or destroy all copies of such Information (and all backups, analyses, reports and other information derived from such Information), in paper, electronic or other form, then in Recipient's possession or control.
- 4. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise to Recipient in any Information disclosed by the Company to Recipient.
- 5. In the event that Recipient or its representatives are requested or required (by questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand or other process) to disclose any Information to a governmental authority or in connection with any litigation, Recipient will provide the Company with prompt notice of any such request or requirement so that the Company may seek an appropriate protective order or waive Recipient's compliance with the provisions of this letter. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient is, in the opinion of its counsel, compelled to disclose Information, Recipient may disclose that portion of the Information which its counsel advises that Recipient is compelled to disclose. In any event, Recipient will not oppose action by the Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.
- 6. Recipient shall not export any of the Information or make it available to any other person without the prior written consent of the Company.
- 7. This Agreement shall be governed and construed in accordance with international law, without giving effect to its conflicts of law rules, and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Recipient consents to personal jurisdiction in any court having subject matter jurisdiction there over and hereby waives any objection regarding venue, inconvenience of the forum or inadequate basis for personal jurisdiction.
- 8. No failure or delay by the Company in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or power. The provisions of this Agreement shall be deemed severable, and the invalidity or un-enforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be unreason-able or unenforceable, such restrictions shall be deemed to become and thereafter be the maximum restrictions which the court deems reasonable and enforceable.
- 9. Recipient acknowledges that the breach or threatened breach of this Agreement may result in irreparable injury to the Company and that, in addition to its other remedies, the Company shall be entitled to injunctive relief to restrain any threatened or continued breach of this Agreement by Recipient. Recipient hereby waives any requirement for the posting of a bond or other security in connection with the granting to the Company of such injunctive relief.
- 10. Each party represents to the other that this Agreement has been duly executed by it or its duly authorized officers or agents and constitutes a valid, binding and enforceable obligation of such party.
- 11. As used herein, the Company shall include any corporation, company or other business entity which is at any time the parent, subsidiary or an affiliate of, the Company.
- 12. In consideration of and as an inducement for the disclosure of the Information hereunder, Recipient agrees, for a period of two (2) years following the date hereof, that neither it nor its parent companies, subsidiaries or other affiliates, if any, will develop, create, obtain, manufacture, market, license or sell, whether for incorporation into or bundling with other computer or software products or for use as a stand- alone item, any product which is competitive with the products of the Company.

Signature of applicant	Signature of Verifying Officer
Date DD/MM/YY	Date DD/MM/YY
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I am aware that by signing up for this product or service, I am also consenting to NaviCom International Investment Limited and its related agents, and their authorized service providers collecting, using and disclosing my personal data, and sharing such personal data with their business partners, for marketing and promotional purposes. I may withdraw such consent at any time by completing the Withdrawal of Consent form. This form may be obtained from my Customer Service Officer or my Trading Representative.				
In addition, please also contact me via eMail, Telephone call and other phone number-based messaging about products and services offered by NaviCom International Investment Limited, its business partners and agents.				
Your tax compliance representation and warranty ► Please tick				
(i) I will at all times remain in compliance with all laws to which I am subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements with regards to my funds and assets – generally "Tax Laws"; and				
(ii) Without detracting from the generality of (i) above, I also represent and declare that any and all funds and assets that I placed and will place with NaviCom International Investment Limited, and any profits that may accrue from their use are placed and will be dealt with in full compliance with the Tax Laws of the countries where I am domiciled (ie. where I call home), resided or deemed resided in, employed, engaged in any business or trade, of which I am a citizen or general or permanent resident, and/or which I am legally otherwise subject to.				
Signature of applicant	Signature of Verifying Officer			
Date DD/MM/YY	Date DD/MM/YY			

6 Your marketing consent