

Establish your **Aga Capital Management** account. Complete all sections below. **Aga Capital Management** will use the information you provide to open and service your accounts, communicate with you, and to use the information provided to verify your identity.

Please use a black or blue pen to complete this Application Form, print within the boxes in CAPITAL letters and mark the appropriate boxes with an "X".

**Section 1 - Type of Account.**

- Individual
- Corporate
- Joint Tenants with Right of Survivorship > If one owner dies, his/her interest passes to the surviving owner(s).

**Section 2 - Individual Details**

Title  Mr  Mrs  Miss  Ms Other

Full given name(s)

Surname

Date of birth (dd/mm/yyyy)

Occupation

Nationality

Country of Residence

Mothers Maiden Name (For security and client identification purposes)

Mobile Telephone Number (Country Code, Number)

Home Telephone Number (Country Code, City/Area, Number)

Business Telephone Number (Country Code, City/Area, Number)

Email Address

**Address - Permanent residential Address**  
 (we are unable to accept a 'care of' or post box)

Permanent Residential Address

Country

State or Province

Country

Postal or Zip Code

**For Corporate Accounts please complete below**  
 (we are unable to accept a 'care of' or post box)

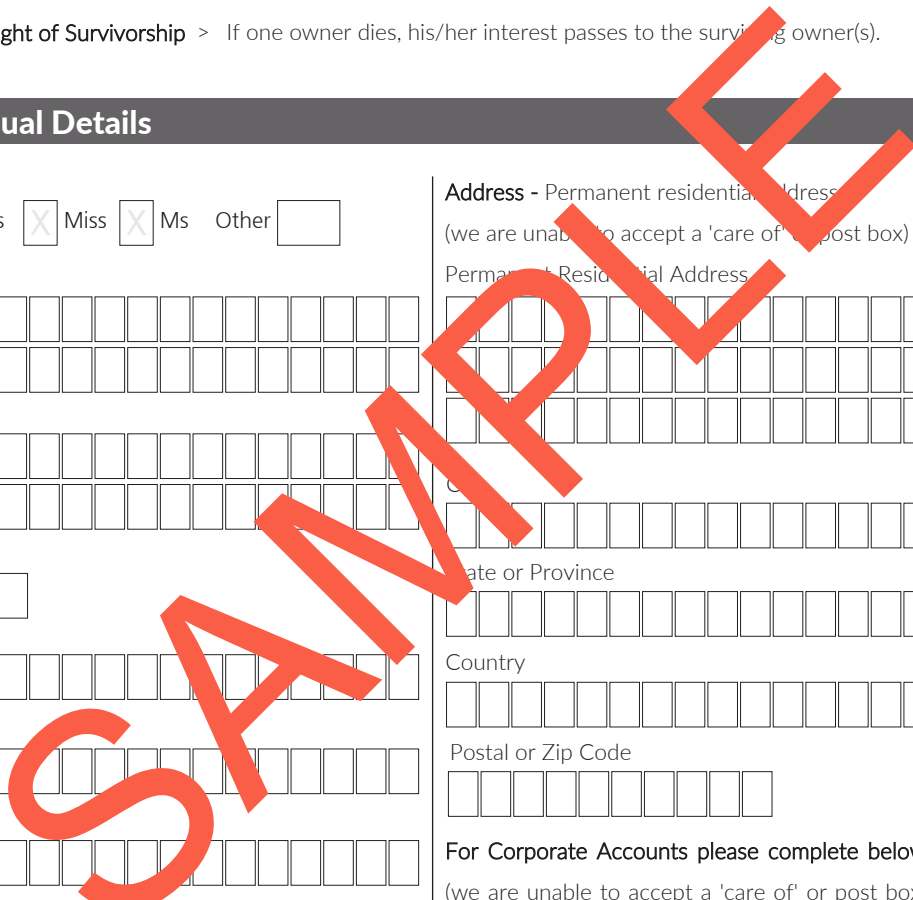
Company Name & Address

City

State or Province

Country

Postal or Zip Code



**Section 3 - Account Holder Details**

**1. Establish your Aga Capital Management Account Holder**

Securities Industry Regulations require that we collect the following information:

Check only one:

- Employed     Student     Homemaker  
 Self-employed     Retired     Not employed

Are you a director, 10% shareholder or policy-making officer of a publicly held company?

- \*Yes     No

\*If yes, which company(ies)?

Employer

Company name

Occupation/Position

Trading Symbol

Industry of Employment

Company name

Marital Status

- Single     Married     Divorced

Number of Dependants

Trading Symbol

Investment Knowledge & Experience:

- None  
 Limited  
 Good  
 Extensive

Annual Income:

- \$25,000 - \$49,999  
 \$50,000 - \$99,999  
 \$100,000 - \$249,999  
 \$250,000 - \$499,999  
 \$500,000 - \$999,999  
 Over \$1,000,000

Liquid Net Worth:

- \$25,000 - \$49,999  
 \$50,000 - \$99,999  
 \$100,000 - \$249,999  
 \$250,000 - \$499,999  
 \$500,000 - \$999,999  
 Over \$1,000,000

Net Worth:

- \$25,000 - \$49,999  
 \$50,000 - \$99,999  
 \$100,000 - \$249,999  
 \$250,000 - \$499,999  
 \$500,000 - \$999,999  
 Over \$1,000,000

**2. Overall Investment Objective of Account**

- Capital Preservation     Income     Growth     Speculation

**3. How did you hear about us?**

- General Reputation     TV Interview     Yahoo Finance     General Advertisement     Referral

**4. Additional Regulatory Questions**

A. Are you, or are any of your immediate family members, a current or former senior official in the executive, legislative, administrative, military or judicial branch of any government; a senior official of a major political party; or a senior executive of an enterprise owned by a government; or do you maintain a close personal or professional relationship with such an individual?

- Yes\*     No

\*If yes, please describe the person who has the position and your relationship if it is not yourself

B. Describe how you accumulated the funds that you intend to invest with us:

- Salary/Wages/Savings     Investment/Capital Gains     Family/Relatives/Inheritance     Other

**Section 4 - Joint Account Holder** *(If applicable).*

**Account Holder**

**Securities Industry Regulations require that we collect the following information:**

Title  Mr  Mrs  Miss  Ms Other

Full given name(s)

Surname

Date of birth (dd/mm/yyyy)  
 /  /

Occupation

Nationality

Country of Residence

Mothers Maiden Name (For security and client identification purposes)

Mobile Telephone Number (Country Code, Number)

Home Telephone Number (Country Code, City/Area, Number)

Business Telephone Number (Country Code, City/Area, Number)

Email Address

Address - Permanent residential address  
 (we are unable to accept a 'care of' or post box)

Permanent Residential Address

City

State or Province

Country

Post or Zip Code

SAMPLE

## Section 5 - Authorization to Open Account

By signing this application, you acknowledge that you have received and read a copy of the attached Application Agreement. You acknowledge that your signature signifies and constitutes your agreement that this account and your relationship with 'Aga Capital Management' will be governed by the Application Agreement and all incorporated agreements and disclosures.

For purposes of this Account Application and the attached Application Agreement, the terms "you," "your" and "Account Holder" refer to each person who signs this Account Application. The terms "we," "us," and "AGA" refer to Aga Capital Management. (Account Holder(s)) represent that the foregoing information is true and correct, and will notify "Aga Capital Management" of any material changes, "AGA" reserves the right, but has no duty, to verify the accuracy of information provided, and to contact such bankers, brokers and others as it deems necessary.

### Signature(s) and Date(s) Required

**X**

Account Holder Signature

Print Name

Date (DD/MM/YYYY)

**X**

Additional Account Holder Signature

Print Name

Date (DD/MM/YYYY)

**SAMPLE**

## Section 6 - Terms & Conditions

1. **Involved Parties.** (a) For purposes of this Agreement, the terms "you," "your" and "Account Holder" refer to each person who signs this Agreement; (b) All references to "we," "us" or "our" shall refer to Aga Capital Management, hereinafter referred to as "AGA", its employees, officers and directors; (c) Individually, Individual(s), Corporation(s) or Party/Parties who are the Account Holder(s) consent(s) to be bound by the Terms of this Agreement.
2. **Acceptance of Agreement.** You agree that the Agreement and Disclosures govern all aspects of your relationship with AGA, including all transactions between AGA and you and all products and services now or in the future offered through AGA. It is also agreed that AGA may rely on your use of our products and services as evidence of your continued acceptance of the Agreement and Disclosures.
3. **Your Representations, Warranties and Accuracy of Your New Account Application.** You represent and warrant that: (a) you are of legal age in the country in which you live and you are authorized to enter into this Agreement; (b) you have supplied accurate information in your Account Application; (c) no one except the Account Holder(s) listed on the Account Application has an interest in the Account; (d) no additional authorizations from third parties are required for you to open the Account and effect transactions therein; (e) except as you have otherwise indicated on your Account Application or in writing to us; (f) you are not an employee of or affiliated with any securities exchange or member firm of any exchange, the Financial Industry Regulatory Authority, or any securities firm, bank, trust company, or insurance company; and (g) you are not a director, 10% beneficial shareholder, policy-making officer, or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company; and (h) this Application Agreement, as amended from time to time, is a legal, valid and binding obligation, enforceable against you in accordance with its terms.
4. **Responsibility for Investment Decisions.** You agree that you are solely responsible for investment decisions in your Account, including whether to buy or sell a particular security. You understand that AGA has no obligation to determine whether a particular transaction, strategy, or purchase or sale of a security is suitable for you. Your obligation includes an affirmative duty to monitor and stay informed about your Account and your investments and respond to changes as you deem appropriate. Unless AGA otherwise agrees with you in writing, AGA does not have any discretionary authority or obligation to review or make recommendations for the investment of securities or cash in your Account. You acknowledge that AGA does not provide tax or legal advice.
5. **Verification.** You authorize AGA to inquire from any source, including consumer reporting agency, as to your identity, creditworthiness and ongoing eligibility for the Account at any time throughout the life of the Account.
6. **Fees :** - In all PURCHASE transactions that we make on your behalf, we charge NO COMMISSIONS.  
 - In all SALE transactions that we make on your behalf, we charge the following commissions, depending on the growth each sold position generates:
  - a) 0% if the sold position loses value or generates profits under 2%;
  - b) 2% of the amount resulted from the sale if the sold position generates profits between 2% and 19.99%;
  - c) 3% of the amount resulted from the sale if the sold position generates profits between 20% and 39.99%;
  - d) 4% of the amount resulted from the sale if the sold position generates profits above 40%.
7. **Account Purchase and Sales Handling.** We undertake on a "best efforts" basis, to purchase or dispose of securities on your behalf, as per your instructions. AGA will automatically hold all of your securities purchased, sales proceeds, dividends and interest. We will also release your name, address and securities positions to companies in which we hold securities for your Account upon request, unless you notify us otherwise in writing. If you maintain more than one account with AGA, you authorize us to transfer assets between your accounts when no written authorization is requested.
8. **Delivery.** You shall upon notice of the company, deliver all documents and any monies necessary to complete the purchase or sale, executed by us, as authorized and instructed by you.
9. **Payment of Indebtedness.** (a) You agree to make payment of any indebtedness related to your Account, including, but not limited to, any such indebtedness that results from instructions provided to AGA by you. We may report any past-due amounts to a consumer and securities credit reporting agency. We may also refer your Account to a collection agency; (b) In the event of a breach or default by you under this Agreement, AGA will have the rights and remedies available to a secured creditor under all applicable laws in addition to the rights and remedies provided in this Agreement. If you owe money to AGA as a result of activity in your Account and there are assets available in any non-retirement brokerage account that you hold, which could fully or partially satisfy the debt, you agree that, upon our written demand, you will execute all documents necessary to effect a transfer from your non-retirement brokerage account and agree to pay or cause such funds to be paid immediately to us in order to satisfy your indebtedness.
10. **Applicable Law.** To the maximum extent permitted by applicable law, this Agreement shall be Governed by and Construed in accordance with all relevant Rules and Regulations, and Customs of the Exchange or Market wherever Executed.
11. **Termination.** It is agreed that: (a) You may close your Account at your discretion after all Debit Balances are paid to AGA by sending us written notice at any time, confirmed as being subsequently received by us; (b) The Terms and Conditions of this Agreement will survive termination of your Account and will continue to apply to any disputed or other remaining matters involving your relationship with us. We may terminate this Agreement for any reason, effective immediately, by notifying you. Any outstanding balances due to you will be paid by us to you in line with our instructions.
12. **Prior Agreements.** All previous agreements between you and us by the Terms and Conditions of this Agreement.
13. **Electronic Transaction Confirmations and Account Statements.** It is understood in this Agreement that: (a) it is your responsibility to review all Confirmations of Transactions immediately upon receipt by you from AGA whether delivered to you electronically or otherwise. In the event of dispute you must notify us in written form within 1 (one) working day. AGA may rely on your use of AGA products and services as evidence of your acceptance of any Trade Confirmation; (b) it is your responsibility to review all Account documents promptly upon receipt by you from AGA, whether delivered to you electronically, or otherwise. You must notify us of any objection (including any claim of improper transfers, omissions, check alterations, forgeries, other errors or fraudulent occurrences) to the information contained in your Account Statement (excluding securities transactions which are covered by Transaction Confirmations stated above) within 5 (five) working days from receipt of the Statement. AGA may rely on acceptance of the Statement after 5 (five) working days and continued use of AGA products and services. In any event, we reserve the right to determine the validity of your objection to the information contained in the Account Statement.
14. **Authorized Signatures.** The signatures given below will be used in this and all further Transactions between you and AGA means of identification. You agree that the signature (s) below are accurate and signed by you or your entities. By signing this agreement you and or your entities are legally bound and agree to these terms and conditions.

### Signature(s) and Date(s) Required

X

Account Holder Signature

Print Name

Date (DD/MM/YYYY)

X

Additional Account Holder Signature

Print Name

Date (DD/MM/YYYY)