



PRIVACY POLICY



TERMS AND CONDITIONS

These are the entire terms and conditions that apply to access and/or use of any of the website(s), Electronic Trading Platforms, Software and/or Services that are provided by Trade Principal.

Trade Principal's brokerage services are provided by 'Billions Trade Group which includes Billions Trade LTD (SVC) with registration number 23872 with address at Cedar Hill Crest Villa, Kingstown, Saint Vincent and the Grenadines and BILLIONS TRADE LTD (Scotland) with registration number 557198 with address at 101 Rose Street South Lane, Edinburgh, Scotland EH23JG (Operating under the Trading name 'Trade Principal'). All access and/or use of our Online Trading Facility is subject to these terms and conditions (hereafter referred to as these "Terms and Conditions" and/of this "Agreement" in accordance with the terms hereof. BILLIONS TRADE LTD (Scotland) Provides Clearing Payment Services, answers claims and is responsible for activity of its partners.

Please read these Terms and conditions completely and carefully before accessing and/or using our Online Trading Facility. You must read, agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those Terms and Conditions expressly set out below, and those incorporated herein by reference, before you may become a client of Trade Principal.

Subject to the acceptance of terms and conditions of Customer's application to open an Account with BILLIONS TRADE GROUP, Customer hereby authorizes BILLIONS TRADE GROUP to maintain one or more Accounts in Customer's name and engage in FX transactions for Customer's Account in accordance with oral, written or electronic instructions by Customer and its officers, partners, principals, employees or other agents ("Representatives"). Customer will bear the risk of all unauthorized instructions by its Representatives and will indemnify and hold BILLIONS TRADE GROUP harmless from all claims, liabilities, losses, damages, fees, costs and expenses relating to or arising from BILLIONS TRADE GROUP's reliance on such instructions, including any improper, unauthorized or fraudulent instructions by the Representatives, except in cases of gross negligence or willful misconduct by BILLIONS TRADE GROUP. Unless expressly stated otherwise in writing, all transactions entered into between BILLIONS TRADE GROUP and Customer shall be governed by the terms of this Agreement, as amended from time to time (including, without limitation, BILLIONS TRADE GROUP's Risk Disclosures and Trading Policies and Procedures).

ACCOUNTS 1.

ACCOUNT APPROVALS AND MAINTENANCE. BILLIONS TRADE GROUP may reject Customer's application or close Customer's Account for any reason, at BILLIONS TRADE GROUP's sole and absolute discretion. BILLIONS TRADE GROUP may require Customer to provide BILLIONS TRADE GROUP with additional information or documentation in order for BILLIONS TRADE GROUP to continue carrying Customer's Account. Customer acknowledges that BILLIONS



TRADE GROUP may, at any time in its sole and absolute discretion, restrict trading, disbursements or transfers. BILLIONS TRADE GROUP may amend, change, revise, add or modify the Agreement at any time. The most current Agreement will be posted to BILLIONS TRADE GROUP's Web site <http://www.tradeprincipal.com>. Customer understands that this Agreement cannot be modified by any verbal statements or written amendments that Customer seeks to make to the Agreement without written acceptance from the General Counsel of BILLIONS TRADE GROUP.

JOINT ACCOUNT OWNERS.

If this Account is held by more than one (1) person, all of the joint holders agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Account is held in trust, joint ownership, or partnership, the undersigned hereby agrees to indemnify, defend and hold harmless BILLIONS TRADE GROUP for any losses resulting from breach of any fiduciary duty of the undersigned to the other holders and beneficiaries of this Account. Further, any one or more of the joint owners shall have full authority for the Account and risk of the Account owners, to buy, sell, and trade in transactions of foreign currencies or off-exchange options, to deposit with and withdraw from BILLIONS TRADE GROUP, currencies, securities, negotiable instruments, and other property, including withdrawals to or for the individual use or Account of the party directing the sale or of any other party, to receive and acquiesce in the correctness of notices, confirmations, requests, demands and all other forms of communications, and to settle, compromise, adjust, and give releases with respect to any and all claims, demands, disputes, and controversies. Upon death or legal incapacity of any of the undersigned, BILLIONS TRADE GROUP is authorized to take such action in regard to the Account, as BILLIONS TRADE GROUP may deem advisable to protect itself against any liability, penalty or loss. Customer agrees to notify BILLIONS TRADE GROUP immediately upon the death or legal incapacity of any joint owner. BILLIONS TRADE GROUP may terminate this Agreement by written notice to any one of the joint owners. In the event that BILLIONS TRADE GROUP receives a notice of a dispute between or conflicting instructions from joint account holders, BILLIONS TRADE GROUP may, but is not required to, place restrictions on the account, including restrictions on withdrawals or transfers from an account, until BILLIONS TRADE GROUP receives satisfactory documentations that the dispute has been resolved or all joint account holders give BILLIONS TRADE GROUP instructions.

MARGINS AND DEPOSIT REQUIREMENTS.

Customer shall provide and maintain margin in such amounts and in such forms as BILLIONS TRADE GROUP, in its sole discretion, may require. Customer agrees to deposit by immediate wire transfer such additional margin when and as required by BILLIONS TRADE GROUP, and will immediately meet all Margin Calls in such mode of transmission as BILLIONS TRADE GROUP shall, in its sole discretion, designate. BILLIONS TRADE GROUP may change margin



requirements at any time without prior notice. BILLIONS TRADE GROUP retains the right to limit the amount and/or total number of open positions that Customer may acquire or maintain at BILLIONS TRADE GROUP. BILLIONS TRADE GROUP reserves the right to close any Customer positions at any time that it deems necessary. BILLIONS TRADE GROUP shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions including but not limited to loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. For example, in volatile market conditions a margin call may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged, in the jurisdictions where hedging is permitted by law, due to currency conversion rate volatility or daily interest charges or credits.

ROLLOVERS.

BILLIONS TRADE GROUP may, in its sole discretion and without notice to Customer, offset Customer's open positions, roll over Customer's open positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by BILLIONS TRADE GROUP, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customer's open positions may differ on a customer-by-customer basis, at BILLIONS TRADE GROUP's sole discretion.

LIQUIDATION OF ACCOUNTS.

In the event of: (a) death or judicial declaration of incompetence of Customer or, in the case of a legal entity, its dissolution or liquidation; (b) 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 Customer; (c) filing of an attachment against any of Customer's Accounts carried by BILLIONS TRADE GROUP; (d) insufficient margin, or BILLIONS TRADE GROUP's determination that any collateral deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account; (e) Customer's failure to provide BILLIONS TRADE GROUP any information requested pursuant to this Agreement; or (f) any other circumstances or developments that BILLIONS TRADE GROUP deems appropriate for its protection, and in BILLIONS TRADE GROUP's sole discretion, it may take one or more, or any portion of, the following actions: (1) sell any or purchase any or all FX contracts, securities or other property held or carried for Customer; and (2) cancel any or all outstanding orders or contracts, or any other commitments made with Customer. 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 Customer, Customer's personal or appointed representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.



DISCLOSURE OF FINANCIAL INFORMATION.

Customer represents and warrants that the financial information disclosed to BILLIONS TRADE GROUP in the Application is an accurate representation of the Customer's current financial condition. Customer represents and warrants that in determining Customer's Net Worth, Gross Income, Total Assets and Liabilities were carefully calculated. Customer represents and warrants that in determining the value of Total Assets, the Customer included cash and/or cash equivalents, Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets. Customer represents and warrants that in determining the value of Liabilities, Customer included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. Customer represents and warrants that Customer has very carefully considered the portion of Customer's Total Assets which Customer considers to be Risk Capital. Customer recognizes that Risk Capital is the amount of money Customer is willing to put at risk and if lost would not, in any way, change Customer's lifestyle. Customer agrees to immediately inform BILLIONS TRADE GROUP if the Customer's financial condition changes in such a way as to reduce Customer's Net Worth and/or Risk Capital.

DEPOSITS AND WITHDRAWALS.

BILLIONS TRADE GROUP shall neither receive nor disburse Customer's funds in cash currency or cash equivalents. All transactions between Customer and BILLIONS TRADE GROUP shall be performed by wire, Automatic Clearing House ("ACH"), Credit card such as Visa or Mastercard or other method in which the identities of both the sending and receiving parties can be verified by BILLIONS TRADE GROUP and which BILLIONS TRADE GROUP, in its sole discretion, shall deem appropriate. BILLIONS TRADE GROUP shall perform deposit/withdrawal transactions only between Customer's BILLIONS TRADE GROUP Account and another Account which is held in Customer's name or of which Customer clearly demonstrates ownership to BILLIONS TRADE GROUP. In order to prevent money laundering, fraud, and other unauthorized activity, BILLIONS TRADE GROUP may limit Customer's withdrawal options. Withdrawal of funds can only be made to the same Credit Card with which the initial deposit or any of the deposits was made by the customer, or by the same method the customer used in order to deposit funds to his accounts. If the customer makes a deposit to his trading account via I-Payments, then the withdrawals will only be made by bank transfer or i-accounts. Withdrawals take 2-5 business days to process, consider that it can take up to 10 business days to show in your bank statement and in some cases can take longer depending on the institutions you are banking with.

BILLIONS TRADE GROUP'S RESPONSIBILITIES.

BILLIONS TRADE GROUP 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 BILLIONS TRADE GROUP's control or anticipation. BILLIONS TRADE GROUP shall not be liable for losses arising from the default of any agent or any other party used by BILLIONS TRADE GROUP under this agreement.



CURRENCY FLUCTUATION RISK

If Customer directs BILLIONS TRADE GROUP to enter into any foreign exchange FX transaction: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Customer's Account and risk; (b) all initial and subsequent deposits for margin purposes shall be made in USD, or another currency which BILLIONS TRADE GROUP may choose to accept, in such amounts as BILLIONS TRADE GROUP may in its sole discretion require, with subsequent deposits being in the same currency as the initial deposit; and (c) BILLIONS TRADE GROUP is authorized to convert funds in Customer's Account for margin into and from such foreign currency at a rate of exchange determined by BILLIONS TRADE GROUP in its sole discretion on the basis of then prevailing money market rates.

CROSS TRADE CONSENT

Customer hereby acknowledges and agrees that BILLIONS TRADE GROUP may act as the counter-party to Customer for any trade entered for the undersigned's Account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable Regulations of the Financial Services Commission of British Virgin Islands or other regulatory agency.

COMMUNICATIONS

GENERAL COMMUNICATIONS. Reports, statements, notices and any other communications shall be transmitted to Customer electronically by posting to Customer's online Account or via e-mail to the e-mail address on Customer's application, or to such other e-mail address as Customer may from time to time designate to BILLIONS TRADE GROUP.

E-MAIL AND ELECTRONIC COMMUNICATIONS. All e-mails sent to and from BILLIONS TRADE GROUP are subject to monitoring, review or disclosure to someone other than Customer or Customer's intended recipient. Customer acknowledges that there may be delays in e-mail being received by Customer's intended recipient. Customer agrees to hold BILLIONS TRADE GROUP harmless for any delay in e-mail delivery regardless of whether the delay was caused by BILLIONS TRADE GROUP or a third party. E-mail sent to and from a BILLIONS TRADE GROUP address may be retained by BILLIONS TRADE GROUP's corporate e-mail system. Customer agrees not to use e-mail to transmit orders to purchase or sell FX and further agrees that BILLIONS TRADE GROUP is not liable for any actions taken or any omissions to act as a result of any e-mail message Customer sends to BILLIONS TRADE GROUP. Electronic communications with BILLIONS TRADE GROUP via our Web site, wireless device or touchtone service are also subject to monitoring, review by or disclosure to someone other than the recipient and such communications may be retained by BILLIONS TRADE GROUP.



COMPLIANCE

1. ANTI-MONEY LAUNDERING PROCEDURES. Customer agrees to and acknowledges that BILLIONS TRADE GROUP may conduct the following procedures at the time of the opening and throughout the existence of the Account: a. **Identity Verification.** To help the government fight the funding of terrorism and money laundering activities, BILLIONS TRADE GROUP is required to obtain, verify, and record information that identifies each person who opens an Account with BILLIONS TRADE GROUP. When Customer opens an Account, BILLIONS TRADE GROUP is required to collect information such as the following: 1) Customer's name; 2) date of birth; 3) permanent address; and 4) identification number. BILLIONS TRADE GROUP may verify Customer's identifying information by performing a credit check, or requiring Customer to provide a driver's license or other identifying documents. b. **Monitoring.** BILLIONS TRADE GROUP may monitor the trading activity in Accounts to investigate or identify potential money laundering. The Customer may not, directly or indirectly, deposit money into the BILLIONS TRADE GROUP trading Account from a Restricted entity. Nor may the Customer, directly or indirectly, withdraw money from the BILLIONS TRADE GROUP trading Account to any Restricted entity. If we become aware that any Restricted entity is associated with a Customer's BILLIONS TRADE GROUP trading Account, we will take appropriate steps to prevent such access, including, where necessary, terminating the Account.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

All copyright, trademark, trade secret and other intellectual property rights in the BILLIONS TRADE GROUP MetaTrader Online Trading Platform ("Trading Platform") shall remain at all times the sole and exclusive property of BILLIONS TRADE GROUP and/or its 3rd party service providers and Customers shall have no right or interest in the Trading Platform except for the right to access and use the Trading Platform as specified herein. Customer acknowledges that the Trading Platform are confidential and have been developed through the expenditure of substantial skill, time, effort and money. Customer will protect the confidentiality of BILLIONS TRADE GROUP and/or its 3rd party service providers by allowing access to the Trading Platform only by its employees and agents on a need to access basis. Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Platform. Customer will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Platform or in the manner in which it operates.

RISK ACKNOWLEDGMENT.

Customer acknowledges that investments in leveraged FX transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss of their



margin deposit. Customer understands that because of the low margin normally required in trading FX contracts, price changes in FX contracts trading may result in the loss of Customer's margin deposit. Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of FX contracts trading, and in consideration of BILLIONS TRADE GROUP's carrying his/her Account(s), Customer agrees not to hold BILLIONS TRADE GROUP responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Customer recognizes that guarantees of profit or freedom from loss are impossible in FX trading. Customer acknowledges that Customer has received no such guarantees from BILLIONS TRADE GROUP or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her BILLIONS TRADE GROUP Account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

RECORDINGS.

Customer agrees and acknowledges that all conversations regarding Customer's Account(s) between Customer and BILLIONS TRADE GROUP personnel may be electronically recorded with or without the use of an automatic tone-warning device. Customer 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 Customer or BILLIONS TRADE GROUP. Customer understands that BILLIONS TRADE GROUP destroys such recordings at regular intervals in accordance with BILLIONS TRADE GROUP's established business procedures and Customer hereby consents to such destruction.

RISK DISCLOSURE STATEMENT.

1. Trading in margined FX involves a high degree of risk including the risk of loss of the Customer's entire Risk Capital deposited with BILLIONS TRADE GROUP. Losses, in some cases, have the potential to extend beyond the Customer's Account Value. In consideration of BILLIONS TRADE GROUP agreeing to enter into FX Contracts with its Customer(s) for this Account, BILLIONS TRADE GROUP requires all the undersigned Customer(s) to analyze their financial objectives, financial status, investment constraints and tax situation to determine whether FX trading is suitable. In addition, we require our Customers to carefully read and acknowledge the BILLIONS TRADE GROUP Risk Disclosure Statement that outlines without limitation the risks associated with trading margined FX through BILLIONS TRADE GROUP. By signing this Agreement the Customer understands and agrees that:

2. OTC Margined FX Trading involves a high amount of risk and is highly speculative. Customer(s) agrees that they are in full understanding and willing to assume the legal, economic, and other risks associated with the trading in margined FX, and are willing and able to



assume the loss of their entire Risk Capital, defined as those funds, that if lost, would not change your lifestyle or your family's lifestyle. As such, they further agree that margined FX trading is not suitable for Retirement Funds. BILLIONS TRADE GROUP encourages Customers to closely manage outstanding open positions and to use prudent money management precautions such as, but not limited to, Stop Loss Orders.

PAYMENTS AND REFUND POLICY.

BILLIONS TRADE GROUP and all its sites use several Merchant Solutions ("Merchant Solutions") for online payment, order processing, order delivery, and other merchant solutions. Billing occurs at the time of or shortly after your transaction. If a credit card is being used for a transaction, **BILLIONS TRADE GROUP** may obtain preapproval for an amount up to the amount of the order. You agree that you will pay for all products you purchase through the Merchant Solutions, and that **BILLIONS TRADE GROUP** may charge your credit card for any products purchased. All sales of products are final. Fees paid for products and services are non-refundable. Prices for products offered via the Merchant Solutions may change at any time, and the Merchant Solutions does not provide price protection or refunds in the event of a price reduction or promotional offering.