



PT. United Asia Futures

Members of Jakarta Futures Exchange & Indonesian Derivatives Clearing House

PT. UNITED ASIA FUTURES ELECTRONIC TRADING ADDENDUM TO BUKU PERJANJIAN (CLIENT AGREEMENT)

THIS ADDENDUM is dated _____ between PT. UNITED ASIA FUTURES (“UAF”) and the undersigned (“Customer”) and shall serve as a supplement to that the Buku Perjanjian (the Client Account Agreement between Customer and UAF) dated _____. Capitalized terms not otherwise defined in this Addendum shall have the same meanings as ascribed to them in this Agreement.

1. INTERPRETATION

Unless otherwise defined herein, terms used in this Agreement shall have the same meaning when used herein.

- “Customer ID” means the Customer’s identification, used in conjunction with the Password, to gain access to the Pro iTrading System.
- “Information” means any market data and other information available through the Pro iTrading System.
- “Password” means the Customer’s password, used in conjunction with the Customer ID, to gain access to the Pro iTrading System.

2. **AUTHORIZATION.** Customer further authorizes UAF to enter into FX & INDEX FUTURES Transactions in accordance with Customer’s instructions transmitted through UAF’s Online trading system, Pro iTrading (the “System”). Customer hereby waives any defense that any duly authorized instructions were not in writing as may be required by any law, rule or regulation. The authority hereby conferred shall remain in force until written notice of its revocation duly executed by Customer is received by UAF.

3. TRANSACTION REPORTS AND SUMMARIES.

- (a) Customer authorizes UAF to transmit electronically (which may include electronic mail) to Customer or posts on the System all transaction reports, logs, summaries and details of FX & INDEX FUTURES transactions and notices, and Customer hereby consents to such methods of receiving such information. There will not be any additional cost or fee for this service. This consent to receiving such information electronically shall be effective until revoked by Customer in writing and delivered to UAF. **It shall be Customer responsibility to check Customer’s electronic mail and the System site on a regular basis, and no less than daily, to receive transaction reports, logs, summaries and details of FX & INDEX FUTURES transactions, and other notices if such information is available for downloading or printing.** Information sent by electronic mail shall be deemed received by Customer one (1) Business Day after UAF sends the electronic mail, unless, UAF receives a message from its system administrator that the message was not delivered. Information and notices posted on the System shall be deemed received by the Customer one (1) Business Day after UAF posts such information and notices. UAF shall provide reasonable notice of any material change or variation in the System’s service to Customer subject to clause 3 of this Addendum.
- (b) Customer shall promptly notify UAF of any difficulty in accessing, opening or otherwise viewing an electronically transmitted document or information. Upon Customer request, UAF will use an



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alternative method of delivering such document or information to Customer. Such alternative means of delivery shall not affect the date of such document or information is deemed received by Customer, as set forth in sub-clause 2(a) of this Addendum.

(c) Details of transactions and any other similar information or notices sent to customer or posted on the System shall be conclusive and binding unless Customer notifies UAF to the contrary,

(i) where a report or notice is sent electronically, posted on the System or made orally, then, as the case may be, at the time received by Customer, or (ii) where a report or notice is in writing, within 3 business day following receipt of such report.

(d) Customer acknowledges that pricing errors can occur in streaming rates, quotes, the pricing of trade requests and orders. Whether such erroneous prices are caused by technical, manual or other means, Customer accepts that UAF will use its access to inter-bank-market rates and Reuters rates to determine whether a price is erroneous. Trades executed at erroneous market prices will be corrected to market prices at the time of execution. Stop and limit orders executed at erroneous prices will be cancelled.

4. TECHNICAL PROBLEMS. Customer understands that while the internet and the World Wide Web generally are dependable, technical problems or other conditions may delay or prevent Customer from entering or canceling an order on the System, or likewise may delay or prevent UAF from executing an order on the System. UAF shall not be liable for, and Customer agrees not to hold or seek to hold UAF or any of its service providers liable for, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, high internet traffic demand, security breaches and unauthorized access beyond the reasonable control of UAF, and other similar computer problems and defects. UAF does not represent, warrant or guarantee that Customer will be able to access or use the System at times or location of Customer's choosing, or that the System will provide uninterrupted and error free service. UAF does not make any warranties or guarantees with respect to the System and its content, including without limitations, warranties for merchantability or fitness for a particular purpose. Neither UAF nor any of its service providers shall be liable to Customer for any loss, cost, damage or other injury, whether in contract or tort, arising out of or caused in whole or in part by UAF's or Customer's use or reliance on the System or its content or in otherwise performing its obligations under or in connection with this Agreement. In no event will UAF or any of its service providers be liable to Customer or any third party for any punitive, consequential, special or similar damages even if advised of the possibility of such damage. If some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions, the liability of UAF or any of its service providers shall be limited in accordance to this Addendum and the Agreement to the extent permitted by law. UAF reserves the right to suspend service and deny access to the System without prior notice during schedule or unscheduled system maintenance or upgrading.

5. RESPONSIBILITIES AND LIMITATION OF LIABILITIES.

(a) UAF will provide Customer with an individual password and a unique user identification (together, the "Access Codes"). The Access Codes will enable Customer to access its account and enter orders for its account through the System. Customer must maintain the confidentiality of the Access Codes at all times. Customer accepts full responsibility for the use and protection of the Access Codes, which includes, but is not limited to, all orders entered into the System using the Access Codes and changes in Customer Account Information that are entered using the Access Codes.



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- (b) Customer accepts full responsibility for monitoring its account(s) with UAF. Should Customer become aware of any loss, theft or unauthorized use of its Access Codes, Customer shall notify UAF immediately. Customer shall notify UAF within one (1) Business Day of discovering any failure to receive compilations and details of FX & INDEX FUTURES transactions or other communications from UAF. Under either situation, Customer shall provide written notice to UAF, and such notice will be deemed received only if actually, delivered, sent by electronic mail to cs@united-asia.com or sent by fax to (6221) 5266315.
- (c) Any and all materials that UAF provides to Customer in connection with the System are (i) provided on a non-exclusive non-transferable basis, (ii) the property of UAF or its service providers and (iii) intended for Customer use only. Customer shall not resell or permit access to the System to others and agrees not to copy any materials appearing on the System for resale to others. Customer further agrees not to delete any copyright notices or other indications of property rights from materials that Customer prints or downloads from the System. Customer shall not obtain any intellectual property rights in or any right or license to use such material on the System other than as set out herein.
- (d) Customer agrees to use the System as Customer's own risk. Customer shall be responsible for providing and maintaining the means by which to access the System, which may include without limitations a personal computer, modem and telephone or other access line. Customer shall be responsible for all access and service fees necessary to connect to the System and assumes all charges incurred in accessing such system. Customer further assumes all risks associated with the use and storage of information on Customer's personal computer.
- (e) The System may contain links to websites controlled by third parties. The existence of such links should not be construed as an endorsement, approval or verification by UAF of any content available on third party sites. UAF has not reviewed any websites to which the System links and is not responsible for the content of any other websites or pages so linked. Such links are provided solely for Customer's convenience and information and following links to any other websites or pages shall be at Customer's own risk.
- 6. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** As of the date hereof, and the date of each FX & INDEX FUTURES transaction, Customer represents and warrants to UAF and agrees for the benefit of UAF that :
- (a) Customer has agreed to trade on Demo trading System available to him/her, and acknowledges that UAF may, in its sole discretion, decline to permit any real trades to be effected in Customer's Account until Customer has, in UAF's sole judgment, satisfactorily traded on the Demo Trading System.
- (b) Customer acknowledges that trading in foreign exchange & index futures is speculative, involves a high degree of risk and is suitable only for persons who can assume risk of loss in excess of their margin deposits. Customer represents that Customer is willing and able, financially and otherwise, to assume the risks of trading, and in consideration of UAF carrying Customer's Account(s), Customer agrees not to hold UAF responsible for losses incurred through following its trading recommendation or suggestions or those of its employees, agents or representative. Customer (i) recognizes that guarantees of profit or freedom from loss cannot be made in respect of foreign exchange & index futures trading, (ii) acknowledges that Customer has received no such guarantees from UAF or from



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any of its representatives, and (iii) has not entered into this Agreement in consideration of or in reliance upon such guarantees or similar representations.

(c) Customer has implemented and Customer operates and maintains appropriate protection in relation to the security and control of computer viruses or other similar harmful or inappropriate materials, devices, information or data. Customer also represents and warrants that it will not transmit to or in any way whether directly or indirectly expose UAF or any of UAF's service providers to any computer virus or other similar harmful or inappropriate material or device.

- 7. TRADING RECOMMENDATIONS.** Any trading or market recommendation communicated to Customer by UAF does not constitute an offer to sell or the solicitation of an offer to buy any foreign currency & index future. Any such recommendation and information, although based upon information obtained from sources believed by UAF to be reliable, may be based solely on opinion and such information may be incomplete and unverified. UAF makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any trading recommendation or other information furnished to Customer.
- 8. CONFLICT.** In the event of a conflict between the Agreement and this Addendum, this Addendum shall prevail. In the event of a conflict between this Addendum and any provision of the Customer's account application with UAF, this Addendum shall prevail. Customer acknowledges, in particular that clause 2 of this Addendum establishes electronically delivered statements and information as the official records of Customer transactions with UAF, which may contradict provisions in the Agreement and Customer Account application with UAF.
- 9. INDEMNITY.** Customer will indemnify UAF against all actions, claims, demands, proceedings, damages, costs, charges and expenses incurred by UAF (including, but not limited to, reasonable attorney fee(s) arising out of or relating to (i) any infringement or alleged infringement of the intellectual property rights of any third party resulting from the possession or use by Customer of any information, works or materials supplied by UAF hereunder or any misuse of the System by Customer and (ii) any misinterpretation made by Customer of any breach of the Customer's representations or warranties.
- 10. AGREEMENT.** The Agreement remains in full force and effect and is hereby ratified and confirmed.

CUSTOMER SIGNATURE(S)

DATE

PRINT NAME(S)

ACCOUNT NUMBER (IF APPLICABLE)

EMAIL ADDRESS

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