

IRA TRADING ACCOUNT CUSTOMER AGREEMENT

For the purpose of opening a trading account with GAIN Capital or FOREX.com allowing me to trade with an Individual Retirement Account ("IRA"), I agree as follows:

1. I am opening an Individual Trading Account with GAIN Capital or FOREX.com in order to conduct foreign currency trading ("forex") with my IRA funds through an IRA account.
2. I have directed my IRA Custodian/Trustee to supply IRA funds to GAIN Capital or FOREX.com for the purpose of trading forex.
3. I fully understand the risks associated with trading forex. I am aware there are no guarantees of profit and no fixed rate of return in forex and the substantial risk of loss associate with this type of trading. I have carefully considered the risks associated with trading forex, and I have concluded it is prudent for me to commit my IRA funds to this type of trading. If trading forex results in a substantial loss of the IRA funds I designate for this purpose, I will continue to have sufficient resources for my retirement, so that I maintain my expected standard of living irrespective of my losses.
4. I certify I will independently make all trading decisions relating to my IRA account. GAIN Capital or FOREX.com shall in no way have control over my IRA investments. Any trading advice rendered to me by GAIN Capital or FOREX.com will be incidental to its duties as dealer and will not serve as a primary basis for my IRA investment decisions.
5. I hereby individually and personally guarantee payment of any and all losses incurred in my IRA account with GAIN Capital or FOREX.com, including losses which exceed the amount of assets in my IRA.
6. This guarantee and indemnification shall not be affected or discharged by GAIN Capital or FOREX.com's failure to take action against the Custodian/Trustee or the IRA assets held by the Custodian/Trustee, and no notice need be given to me of any default on the part of the Custodian/Trustee. GAIN Capital or FOREX.com may, without notice to me, grant time or other consideration to the Custodian/Trustee in relation to the account. I waive notice of GAIN Capital or FOREX.com's acceptance of this guarantee and of any obligations incurred under or upon the faith of this guarantee.
7. This guarantee shall inure to the benefit of GAIN Capital or FOREX.com, its successors and assigns, and shall continue until signed notice of revocation is received by GAIN Capital or FOREX.com from me, and in case of such revocation it shall continue effective as to transactions entered prior thereto.
8. I have signed GAIN Capital or FOREX.com's Customer Agreement, and supplemental documents, including the Risk Disclosure Statement and Secondary Risk Disclosure Statement, for my IRA. I have also directed my IRA Custodian/Trustee to sign these documents for my IRA. I agree that I shall be jointly and severally responsible to GAIN Capital or FOREX.com for the obligations of my IRA Custodian/Trustee under the Customer Agreement and related documents, and that GAIN Capital or FOREX.com may, if it so chooses, proceed against me under the Customer Agreement and related documents without proceeding against my Custodian/Trustee.
9. I agree to indemnify and hold harmless GAIN Capital or FOREX.com, its officers, shareholders, affiliates, employees, and agents from any and all claims, debts, obligations, and liabilities which relate to or arise from the dealing activities of GAIN Capital or FOREX.com for my IRA account, so long as GAIN Capital or FOREX.com has carried out its contractual duties under the Customer Agreement. Without limiting the generality of the foregoing, this indemnification shall cover any and all claims by me, my Custodian/Trustee, and my heirs, executors, administrators, assigns, beneficiaries, spouse, children, or other family members that the purchase or sale of forex for my IRA account was not suitable for the account or that any of the activities of GAIN Capital or FOREX.com violated the Employee Retirement Income Security Act of 1974, as amended ("ERISA").
10. I understand GAIN Capital or FOREX.com has no responsibility for providing me with tax advice and that GAIN Capital or FOREX.com makes no representations or warranties regarding any potential tax and financial consequences to me of carrying out this Agreement.

Date

Signature of Individual Customer/Guarantor

Printed Name of Individual Customer/Guarantor

Printed Name of Custodian/Trustee

I RA Number