#### CLIENT REFERRAL DISCLOSURE NOTICE AND ACKNOWLEDGEMENT

# ("Referral Disclosure Form")

This Referral Form provides you with notification of the Referral Arrangement between:

Robbins Futures, Inc. ("Referring Party")

and

# GAIN CAPITAL - FOREX.COM CANADA INC. ("GAIN").

Referring Party is not registered in any capacity whatsoever under securities legislation in Canada and is not authorized to conduct any registrable activity or provide investment advice whatsoever to the Referred Client or anyone else;

GAIN is a registered investment dealer under securities legislation in each of the provinces and territories in Canada, a dealer member of the Investment Industry Regulatory Organization of Canada ("IIROC") and a member of the Canadian Investor Protection Fund ("CIPF");

Referring Party has referred you to GAIN because you have expressed an interest or may benefit from gaining exposure or access to online trading in contracts for difference ("CFDs"), foreign currencies, precious metals, oil, commodity and other "spot" contracts over-the-counter (collectively, "OTC contracts") on a self-directed, suitability exempt basis.

GAIN is qualified to offer to retail and institutional investors access to its self-directed online trading platform to trade OTC contracts with GAIN, as principal, on a suitability exempt basis. All registrable activity relating to the trading of OTC contracts by you resulting from this referral arrangement will be provided by GAIN.

GAIN will not be providing you with investment advice or trade recommendations, nor will it owe you a suitability obligation, with respect to your trading activities through its online self-directed trading platform. Market commentaries, training and educational materials and generic investment information provided generally by GAIN relating to OTC contracts is not, and should not be construed to be, investment advice or trade recommendations tailored for you.

Referring Party shall not engage in any registrable activities or provide investment advice whatsoever to you in relation to trading in OTC contracts with GAIN, and GAIN shall not be responsible whatsoever for any activities or conduct of Referring Party or for any losses or damages that may be suffered by you in relation thereto.

GAIN has agreed to pay **Robbins Futures, Inc.** a Referral Fee once you are approved to open and maintain an account with GAIN. The Referral Fee payable by GAIN to Referring Party is disclosed in the "Schedule of Payment for Order Flow" included below.

In addition, as compensation for the use of Robbins Future's technology and services, you hereby authorize GAIN to debit your trading account and credit these fees directly to Robbins Future's according to the following terms:

# • \$0.05 per 1,000 lot charged for each leg of the trade on the entry only

Your costs with respect to your trades in OTC contracts will not increase as a result of the Referral Fee that is paid or payable by GAIN to Referring Party. GAIN does not charge you a trade commission to execute your orders. Rather GAIN may earn profit on the spread between the posted bid and ask prices in accordance with normal commercial terms and its remuneration on a transaction is added to the price in the case of a purchase or deducted from the proceeds in the case of a sale.

#### **Conflicts of Interest**

Referring Party may be perceived to be in a conflict of interest with you by receiving a Referral Fee for your referral to GAIN. However, you alone are responsible for directing your trading activities in OTC contracts through GAIN's online trading platform.

GAIN may be perceived to be in a conflict of interest with you by trading as principal with you in OTC contracts. However, GAIN manages its risk by immediately entering into an off-setting transaction with its Affiliate company. As a result, GAIN does not profit on a position if you suffer a loss on that position, and GAIN does not lose if you realize a gain on a position. GAIN's Conflicts of Interest Policy is provided as a part of the account opening documents and is available on GAIN's website.

A summary of the investment account activity and the remuneration realized by GAIN in relation to your trading activities in your account may, from time to time, be provided by GAIN to Referring Party for the purpose of calculating and verifying the Referral Fee. You, the undersigned Client, hereby consents to this disclosure by GAIN to Referring Party for this purpose.

The undersigned Client hereby acknowledges receipt of this Client Referral Notice and Acknowledgement, including the Schedule of Payment for Order Flow, and confirms the referral to GAIN by Referring Party.

Date:		
Client Name:	Signed:	
(print neatly)		
Client Name:	Signed:	
(If Joint Account)		
(print neatly)		

### **Schedule of Payment for Order Flow**

As used in this "Schedule", the following terms shall have the definitions set forth below:

"Our Spread" with respect to any Trade means the positive difference, if any, of the offer price less the bid price on such Trade as determined by the GAIN in its absolute discretion.

"**Trade**" means any opening or closing trade placed by Referred Client with the GAIN. A Trade specifically excludes all expiries, rollovers, or corporate actions.

# **Equity CFDs**

In relation to CFDs based on an underlying equity where commission is charged as standard to the GAIN's Clients, and only in relation to those Referred Clients, GAIN will pay the Referring Party the commission of 15% per opening Trade and 15% per closing Trade.

### **Non-equity CFDs including FX**

In relation to FX, Commodity, and Metal CFDs based on an underlying product that is not an equity and where Our Spread (and not commission) is charged as standard to Referred Clients:

Only in relation to those Referred Clients paying the standard dealing spread, the GAIN will pay the Referring Party 15% of Our Spread on each opening Trade and 15% of Our Spread on each closing Trade In relation to CFDs based on an underlying product that is not an FX, Metal, or an equity and where Our Spread (and not commission) is charged as standard to Referred Clients:

Only in relation to those Referred Clients paying the standard dealing spread, GAIN will pay the Referring Party 15% of Our Spread on each opening Trade and 15% of Our Spread on each closing Trade.

Any additional charge, spread, fee or commission charged to Referred Clients by the Referring Party will be paid to the Referring Party.