



ARBITRATION AGREEMENT

(To Be Completed by Customer Consenting to Arbitration for Dispute Resolution)

If Customer consents to arbitration for dispute resolution, Customer agrees that the following terms will be applicable to and will constitute a part of the FOREX.com Customer Agreement (the “**Customer Agreement**”) to which this Arbitration Agreement is attached, and all capitalized terms used but not defined in this Arbitration Agreement will have the respective meanings assigned to such terms in the Customer Agreement.

Customer and FOREX.com agree that any and all disputes arising out of the Customer Agreement will be settled by arbitration. If such a dispute arises, Customer will have the opportunity to elect a qualified forum for conducting such proceeding from a list provided by FOREX.com, which list will include: (a) the contract market, if available, upon which the transaction giving rise to the dispute was executed or could have been executed; (b) the National Futures Association; and (c) at least one other organization that will provide Customer with the opportunity to select the location of the arbitration proceeding from among several major cities in diverse geographic regions and that will provide Customer with the choice of a panel or other decision maker composed of at least one or more persons, of which at least a majority are not members or associated with a member of a contract market or employee thereof, and which are not otherwise associated with a contract market (a “**Mixed Panel**”). FOREX.com will provide Customer such list within ten (10) business days after receipt of notice from Customer that Customer intends to submit a claim to arbitration. Forty-five (45) days after receipt by Customer of such list, FOREX.com may select a forum from such list. FOREX.com agrees to pay any incremental fees that may be assessed by a qualified forum for the provision of a Mixed Panel, unless the arbitrators determine that Customer has acted in bad faith in initiating or conducting the proceeding.

The CFTC requires FOREX.com to provide the following disclosure:

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE CFTC AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.

The CFTC recognizes that the opportunity to settle disputes by arbitration may in some cases provide many benefits to customers, including the ability to obtain an expeditious and final resolution of disputes without incurring substantial costs. The CFTC requires, however, that each customer individually examine the relative merits of arbitration and that your consent to this arbitration agreement be voluntary.

By signing this Arbitration Agreement, you: (1) may be waiving your right to sue in a court of law; and (2) are agreeing to be bound by arbitration of any claims or counterclaims which you or FOREX.com may submit to arbitration under this Arbitration Agreement. You are not, however, waiving your right to elect instead to petition the CFTC to institute reparations proceedings under Section 14 of the Commodity Exchange Act with respect to any dispute which may be arbitrated pursuant to this Arbitration Agreement. In the event a dispute arises, you will be notified if FOREX.com intends to submit the dispute to arbitration. If you believe a violation of the Commodity Exchange Act is involved and you prefer to request a Section 14 “Reparations” proceeding before the CFTC, you will have 45 days from the date of such notice in which to make that election.

You need not sign this arbitration agreement to open an account with FOREX.com. See 17 CFR 166.5.

Date: _____

Name of Customer: _____

By/Signature: _____