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FULL RISK DISCLOSURE

Full Risk Disclosure

TRADING TERMS, CONDITIONS AND DISCLOSURES

GOVERNMENT REGULATIONS REQUIRE DISCLOSURE OF THE FACT THAT WHILE THESE METHODS MAY HAVE WORKED IN THE PAST, PAST RESULTS ARE NOT NECESSARILY INDICATIVE OF FUTURE RESULTS. WHILE THERE IS A POTENTIAL FOR PROFITS THERE IS ALSO A RISK OF LOSS. A LOSS INCURRED IN CONNECTION WITH TRADING FUTURES CONTRACTS, FOREX, OR ANY FINANCIAL MARKET CAN BE SIGNIFICANT. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION SINCE ALL SPECULATIVE TRADING IS INHERENTLY RISKY AND SHOULD ONLY BE UNDERTAKEN BY INDIVIDUALS WITH ADEQUATE RISK CAPITAL. ANY ADVISORY OR SIGNAL GENERATED BY COMPANY OR THEIR AFFILIATES IS PROVIDED FOR EDUCATIONAL PURPOSES ONLY. ANY TRADES PLACED UPON RELIANCE ON COMPANY OR THEIR AFFILIATES SYSTEMS ARE TAKEN AT YOUR OWN RISK FOR YOUR OWN ACCOUNT. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS. WHILE THERE IS GREAT POTENTIAL FOR REWARD TRADING COMMODITIES, FOREX, OR ANY FINANCIAL MARKET, THERE IS ALSO SUBSTANTIAL RISK OF LOSS IN ALL TRADING. YOU MUST DECIDE YOUR OWN SUITABILITY TO TRADE OR NOT. FUTURES, FOREX, OR ANY FINANCIAL MARKET RESULTS CAN NEVER BE GUARANTEED. THIS IS NOT AN OFFER TO BUY OR SELL FUTURES, OPTIONS, FOREIGN CURRENCIES OR COMMODITY INTERESTS.

IN THE EVENT THAT AN INDIVIDUAL'S SUBSCRIPTION WITH COMPANY OR THEIR AFFILIATES IS TERMINATED DUE TO NON-PAYMENT ANY TRADES AN INDIVIDUAL MAKES WILL REMAIN THE RESPONSIBILITY OF THAT INDIVIDUAL. THE INDIVIDUAL AGREES TO HOLD COMPANY OR THEIR AFFILIATES COMPLETELY FAULTLESS AND AGREES TO INDEMNIFY COMPANY OR THEIR AFFILIATES FOR THIS SCENARIO AS IT WAS DUE TO THE INDIVIDUALS LACK OF PAYMENT THAT THE SUBSCRIPTION WAS TERMINATED.

FROM TIME TO TIME THERE MAY BE AN INSTANCE WHERE COMPANY OR THEIR AFFILIATES SYSTEMS MAY BE DOWN FOR CIRCUMSTANCES OUTSIDE OF THEIR CONTROL. IN THIS EVENT, INDIVIDUAL AGREES TO HOLD COMPANY OR THEIR AFFILIATES COMPLETELY FAULTLESS AND INDEMNIFY COMPANY OR THEIR AFFILIATES AGAINST ANY ACTION WHATSOEVER REGARDING ANY RESULTING CONSEQUENCES ON THE INDIVIDUAL.

RISK DISCLOSURE & DISCLAIMER STATEMENT

Company or their affiliates indicators are speculative trading systems designed to provide assistance in trading most financial markets. No claims as to past, present or future profitability of these alert advisory services or other Company or their affiliates systems are made, and there is no guarantee that

the system will provide any profits to traders using the system, and indeed may cause such traders to incur losses.

Hypothetical or simulated performance results have certain inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading. Also, since the trades have not actually been executed, the results may have under- or over-compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated trading programs in general are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any account will or is likely to achieve the profits or losses similar to those shown.

All indicators generated by Company or their affiliates are provided for informational and educational purposes only. Any trades placed upon reliance on Company or their affiliates systems are taken at your own risk for your own account. Past performance is no guarantee of future results. While there is great potential for reward when trading commodity futures, there is also substantial risk of loss in all commodity futures trading. You must decide your own suitability to trade. Future trading results can never be guaranteed. This is not an offer to buy or sell futures, options or commodity interests.

The indicators generated by Company or their affiliates are based on formulas that build visual representation that individuals can correlate patterns with to market conditions. However, what has happened before may or may not happen again. You can lose all your money trading and you must decide your own suitability as to whether or not to trade. Only trade with true risk capital you can afford to lose. Only trade markets you can properly afford to trade. Properly funded trading accounts typically perform better than those that are not. Never risk more than 5% of your account on any one trade. Stop trading a system if it doesn't fit your trading style and/or find you cannot follow the indicators.

SEC Disclosure

Past performance does not guarantee future results. Company or their affiliates Trading Systems generate mechanical trading system signals and is not investment advice. We have no financial interest in the outcome of any trades mentioned herein, other than disclosed in this Terms of usage and/or subscription agreement. There is substantial risk of loss trading futures and commodities. You need to determine your own suitability to trade them. There may be tax consequences for short term profits/loss on trades. Consult your tax advisor for details on this if applicable.

Commodity Futures Trading Commission and Other Disclaimers

Neither Company or their affiliates, not its principals, officers or employees are CTAs. Becoming a subscriber and/or trading any of the system's signals presumes you have fully read and understood the risks involved in trading futures, and/or commodities as set forth below:

Introducing Broker

The Company, its affiliates, owners, contractors, and/or employees (collectively, the "Company") does not recommend, refer, introduce, or connect investors to any specific broker for foreign exchange or futures transactions. The Company is not a broker or an introducing broker, and does not have any relationship (contractual, agency, preferred, or otherwise) with any broker. The Company is not engaged in soliciting, recommending, accepting, or placing customer orders of any kind for any transactions,

including, but not limited to, foreign exchange or futures transactions. Any broker you use for foreign exchange or futures transactions must be chosen solely by you as the investor.

Additional Notices

There are no guarantees or certainties in trading. Reliability of trading signals for mechanical systems are in probabilities only. Trading involves hard work, risk, discipline and the ability to follow rules and trade through any tough periods during a system's draw-downs. If you are looking for a guarantee, trading is not for you. Most people lose trading. One of the reasons is that they lack discipline and are unable to be consistent. A system can help you become consistent. The ability to be disciplined and take the trades is equally as important as any technical indicators a trader uses. Ironically, worrying about the money aspect of trades can contribute to and cause a trader to make trading errors. Therefore, it is important to only trade with true risk capital.

ALL THE INFORMATION, SOFTWARE, CONTENT, PRODUCTS AND SERVICES AT COMPANY OR THEIR AFFILIATES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITH NO WARRANTIES OF ANY KIND. COMPANY OR THEIR AFFILIATES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. COMPANY OR THEIR AFFILIATES DISCLAIMS ANY WARRANTY THAT THE SITE WILL ALWAYS BE ACCESSIBLE OR OPERATIONAL, THAT THE INFORMATION PROVIDED AT THE SITE IS ACCURATE, RELIABLE OR CORRECT, AND THAT ANY ERRORS WILL BE CORRECTED. YOU AGREE THAT, UNDER NO CIRCUMSTANCES AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, COMPANY OR THEIR AFFILIATES WILL NOT BE LIABLE FOR ANY AND ALL DAMAGES UNDER ANY AND ALL THEORIES (INCLUDING CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, THE CONTENT, INCLUDING WITHOUT LIMITATION ANY COMPANY OR THEIR AFFILIATES CONTENT OR THIRD PARTY CONTENT, THE SITE, YOUR USE OR INABILITY TO USE THE SITE, OR ANY DECISION OR ACTION YOU MAKE IN CONNECTION WITH THE SITE. YOU AGREE THAT, UNDER NO CIRCUMSTANCES AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY, IF ANY, THAT COMPANY OR THEIR AFFILIATES MAY OWE TO YOU IN CONNECTION WITH THIS AGREEMENT, THE SITE, AND YOUR USE OF THE SITE AND ITS CONTENT, SHALL NOT, UNDER ANY CIRCUMSTANCE OR THEORY OF LAW OR RECOVERY, EXCEED \$100. YOUR ONLY OTHER REMEDY FOR DISSATISFACTION WITH THE SITE, SITE RELATED SERVICES OR CONTENT OR INFORMATION CONTAINED WITHIN THE SITE IS TO STOP USING THE SITE AND THE SERVICES OFFERED OR PROVIDED AND TO CANCEL YOUR SUBSCRIPTION. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

United States of America
POLICIES And PROCEDURES

These Policies & Procedures, are effective as of the date first displayed above and govern the way a Student conducts business with Company and/or its subsidiaries (the “Company”). They replace and succeed all previous versions. The governing definitions are capitalized and found in Appendix A. The term “Company” refers to Company and its subsidiaries, successors and assigns. The term “Student” refers to a Person (and in the case of a minor, the student’s parent or legal guardian) currently licensed by the Company to access company tools and education, any interpretation, clarification, exclusion, or exception to these Policies and Procedures, in order to be effective, must be in writing and signed by an authorized officer of the Company. The Company endeavors to enforce the Policies and Procedures on a uniform and nondiscriminatory basis. However, any failure to enforce any of the provisions of the Policies and Procedures with one Student does not waive the Company’s right to enforce any such provision(s) with that same Student or any other Student. These Policies and Procedures, the Statement of Beneficial Interest (if any), and any country or situation specific addendum in their present forms and as amended from time to time at the sole discretion of the Company, are by this reference incorporated into, and form an integral part of, the Student Agreement. Collectively, said documents are referred to as the “Contract”. Each Student has the responsibility to read, understand, adhere to the Contract and ensure that he or she is aware of and operating under the most current version of the Contract. By signing a Student Agreement a Student demonstrates that he or she has read and understands and consents to abide and be bound by the Contract. The Company may amend the Contract from time to time as laws and business circumstances change; however, notice of any amendment will be published by the Company on its website at least thirty (30) days before the change is made effective. It is the responsibility of all Students to regularly review the most recently published Contract, located at on Company websites. The Company will also provide a copy of its most current Contract upon the Student’s request.

SECTION 1 – Becoming a Student

1. **Age of Majority.** In order to become a student, all Applicants must have reached the age of majority, usually eighteen (18) years of age, in the jurisdiction in which they reside. A legal parent or guardian may provide written authorization for an individual under the age of 18 to become a student, provided that the legal parent or guardian assumes sole and exclusive responsibility for compliance with the Contract, compliance with the Policies and Procedures, all legal obligations of the minor student, and all trading of the minor student and agrees to expressly indemnify, hold harmless and defend the Company from any and all actions, omissions, claims, causes of action, fines, or damages arising out of or related in any way to the actions of such minor. For contract purposes, the legal parent or guardian must execute and agree to all agreements and contracts on behalf of the minor, and assume sole responsibility and liability under all such agreements and contracts. The Parent or Legal Guardian of a Minor shall be the “Student” for all purposes of the Contract, all Policies and Procedures, all legal obligations, and associated obligations set forth herein.
2. **Application.** An Applicant receives access and the ability to participate in online educations and training courses and to use company tools to trade simulation (paper) accounts. He or she must (i) purchases a Student kit and ii) returns to the Company a completed and signed original or electronic (faxed or scanned) Student Agreement or signs through the Company’s on-line

application process (in those countries where it is available), and (iii) The Company accepts the Agreement. (The Student Agreement and other necessary forms are available on the Company's website.)

3. In order to be accepted by the Company, a Student Agreement for the country in which the Applicant resides and any other required document of the Contract must be complete and correct in every respect and submitted by the Student.
4. Failure of the Student to submit a complete and correct Agreement or to provide appropriate documentation, when requested, may result in the Student Agreement being rejected by the Company. The right to accept or renew any Student Agreement remains solely with the Company.
5. A Student may be required to provide the Company with proof of residency, work authorizations, and ability to legally conduct business in the country stated on the Student Agreement.
6. Levels of Purchase. The Company offers several levels of purchase to ensure that many different types of people may have access to the Company and its products. Each requirement in the different levels must be completed before a student can use the company's products. Specific requirements are enforced to use the company tools to trade real money (non-simulated) in any market or exchange. Please refer to the Non-Disclosure and Confidentiality Agreement and Procedures for a full list of requirements to use the company tools to trade real money (non-simulated) in any market or exchange. All student levels of purchase require 6 weeks of paper trading (simulated) using the company tools, digital records of these 6 weeks trading history, and a live review with Company before using the company tools to trade real money in any market or exchange.
7. Trader Lite Student cost is \$449. Trader Lite student is required to maintain the basic indicator subscription during initial 6 week training. To use the company tools to trade real money in any market one must upgrade to the Trader Pro Funding Student, Trading Premium Student, Trader Executive Student or the trader Platinum Student. Trader Lite agrees to not trade real money while using this program. Any violation will result in a \$10,000 a day fee.
8. Trader Pro Funding Student. Cost is \$7,995. Trader Pro Funding Student is required to maintain the basic indicator subscription during initial 14 week training. To use company tools to trade real money in any market or exchange the fee must be paid and the basic indicator subscription current. Any student wishing to move to this level may receive credit up to fees paid for Trader Lite Student (up to \$449) and must pay the difference to upgrade. Trader Pro Funding Student will be assigned a mentor for the period of 6 weeks. Trader Pro Funding Student must complete a minimum of two training sessions with Mentor each week. Trader Pro Funding Student will then attend an additional 8-week Live Trading Preparation course. Trader Pro Funding Student must provide no less than 6 weeks of simulation trading records to qualify for a corporate funding account.
9. Trader Premium Student. Cost is \$11,195. Trader Premium Student receives first 12 months of subscription fees included in initial cost. To use company tools to trade real money in any market or exchange the fee must be paid and the basic indicator subscription current. Any student wishing to move to this level may receive credit up to fees paid for Trader Lite Student (up to \$449) and must pay the difference to upgrade. Trader Premium Student will be assigned a mentor for the period of 6 weeks. Trader Premium Student must complete a minimum of two training sessions with Mentor each week. Trader Premium Student must then attend an

additional 8-week Live Trading Preparation course. Trader Premium Student must provide no less than 6 weeks of simulation trading records to qualify for a corporate funding account.

10. **Trader Executive Student.** Cost is \$16,595. Trader Executive Student receives first 12 months of subscription fees included in initial cost. To use company tools to trade real money in any market or exchange the fee must be paid and the basic indicator subscription current following the first 12 months. Any student wishing to move to this level may receive credit up to fees paid for in the Trader Lite Student (up to \$449) and must pay the difference to upgrade. Student may also move to this level from the Trader Pro Funding Student by paying an additional (\$8,800) or from the Trader Premium Student by paying an additional (\$6,400) with out indicators. Trader Executive Student will be assigned a mentor for the period of 9 weeks. Trader Executive Student must complete a minimum of two training sessions with Mentor each week. Trader Executive Student must then attend an additional 8-week Live Trading Preparation course. Trader Executive Student will be assigned a Mentor for a 2-day in office training. Trader Executive Student must provide no less than 6 weeks of simulation trading records to qualify for a corporate funding account.
11. **Trader Platinum Student.** Cost is \$22,595. Trader Platinum Student receives first 12 months of subscription fees included in initial cost. To use company tools to trade real money in any market or exchange the fee must be paid and the basic indicator subscription current following the first 12 months. Any student wishing to move to this level may receive credit up to fees paid for in the Trader Lite Student (up to \$449) and must pay the difference to upgrade. Student may also move to this level from the Trader Pro Funding Student by paying an additional (\$14,600), from the Trader Premium Student by paying an additional (\$11,400), or from Trader Executive Student by paying an additional (\$6,000) with no extension on indicators. Trader Platinum Student will be assigned a mentor for the period of 9 weeks. Trader Platinum Student must complete a minimum of two training sessions with Mentor each week. Trader Platinum Student must then attend an additional 8-week Live Trading Preparation course. Trader Platinum Student will be assigned a Mentor for a 2-day in office training. Trader Platinum will receive admission to all company events as well as the previous years recorded event videos. Trader Platinum will receive a "Tax Pro Plus" membership with Trader Tax Pros to facilitate entity creation and tax prep. Trader Platinum Student must provide no less than 6 weeks of simulation trading records to qualify for a corporate funding account.
12. **Sales Rep.** Cost is \$35 per month. Sales Rep can also be a student. Sales rep is required to keep payment current; default will result in loss of commission as well as termination. Sales Rep can reactivate but will not be retroactively paid on past commission. Any commission disputes must be brought to the attention of the company within 30 days of commission payment. Any dispute not reported within 30 days will be null and void.
13. **Trader Accounts and Accounts Funded Through Affiliates.** If a student goes inactive for 60 days or more after starting or finishing a coaching program Company has no obligation to student to help fund account. After 60 days of inactivity a student would have to completely re-enroll and pay to be qualified to have a trading account funded through Affiliate.
14. **Required Purchase.** Unless otherwise prohibited by law, the only purchases required to become and remain a Student is the initial fee and the student access fee. Service, Education and/or Product purchases are optional. Students initial and access fees are earned in full and put to use immediately following sign up date. No prorates or refunds will be issued.

15. Additional Purchases. Some products are available to be varied slightly from the description listed above. If purchased, in addition to the package above, the following will apply:
 1. Trader Executive and Trader Platinum Expedited (\$4,995) – A Trader Executive or Trader Platinum may opt to expedite their 9 weeks of coaching by doing a three day intensive training in person with a coach at any of the Company’s locations. All requirements of course completion and funding will be accomplished during this three day training. These Traders will still be required to complete the “Live Trading Preparation” Course following their three day training and may apply for funding upon completion of the three days with their coach. The Company still highly suggests additional Demo trading prior to trading real (non-simulated) money in the markets.
 2. Trader Executive and Trader Platinum Expedited (\$4,495) – A Trader Executive or Trader Platinum may opt to expedite their 6 weeks of coaching by doing a two day intensive training in person with a coach at any of the Company’s locations. All requirements of course completion and funding will be accomplished during this two day training. These Traders will still be required to complete the “Live Trading Preparation” Course following their two day training and may apply for funding upon completion of the two days with their coach. The Company still highly suggests additional Demo trading prior to trading real (non-simulated) money in the markets.
 3. 12 month Indicator and Green Chart Subscription – Traders may opt to purchase their monthly software on a 12 month basis for a discount of 10% of the cost of the software. This discount will only be applied to the software portion of their purchase and not the initial training. Discounts will not accumulate but are based on each individual package.
 4. 18 month Indicator and Green Chart Subscription – Traders may opt to purchase their monthly software on an 18 month basis for a discount of 20% of the cost of the software. This discount will only be applied to the software portion of their purchase and not the initial training. Discounts will not accumulate but are based on each individual package.
 5. 24 month Indicator and Green Chart Subscription – Traders may opt to purchase their monthly software on a 24 month basis for a discount of 30% of the cost of the software. This discount will only be applied to the software portion of their purchase and not the initial training. Discounts will not accumulate but are based on each individual package.
16. Phoned Applications. A temporary Student can be created for those Student Agreements processed via the telephone until such time as the Company has received the completed Contract. This temporary Student is subject to all the terms and conditions of the Company for as long as they act as a student even if a final Student Agreement is never provided. While the original documentation is being received and processed, the Applicant is allowed to act as a student for thirty (30) days. If the Applicant fails to provide the Company with an original, signed Student Agreement or electronic copy of the same within the thirty (30) days, the temporary Student may be terminated.
17. Business Entities. If the Applicant is a Business Entity, the original signature on the Student Agreement must be of a person authorized to bind the Business Entity. The Applicant must also submit with the Student Agreement: (i) An Identification Number for the Business Entity, and (ii) a Statement of Beneficial Interest, which must include the signature and Identification Number or other personal identification number of every Person having a Beneficial Interest in the Business Entity. To verify the form of the Business Entity, Beneficial Interest holders, and

authorized signatories, the Company may require, at any time, the Applicant to submit a copy of its articles of organization, articles of incorporation or other charter documentation.

18. Identification Number. For tax reporting (where required) and identification purposes (where permitted by law), the Company requires Applicants to provide the Identification Number or other personal identification number. Failure to provide this number may result in rejection of the Application or cancellation of the Student.
19. Inaccurate Information. If the Company determines that the Student Agreement or the Statement of Beneficial Interest contains inaccurate or false information, it may immediately terminate a Student or declare the Student Agreement null and void from its beginning. Further, it is the obligation of the Student to report to the Company on an ongoing basis any changes which affect the accuracy of the Contract.
20. Term. The Contract is valid from the Date of Sign-up until cancelled by either party.
21. The student expressly authorizes the Company to collect monthly student access charges for access to the educational material, webinars, and back office materials. The Company will notify you 30 days prior to any student access fee increase, beyond the fee at the time of signing, via email.
22. A Student will forfeit the Student Agreement and any Student Access should monthly fees not be paid. If fees are unpaid and the student is in danger of forfeiting the Student Agreement and Student Access the student will be notified via email and have 15 days to reconcile the fees owed.
23. Effects of Marriage, Divorce, and Death on the Student Agreement
24. Marriage. A spouse is not deemed to have a Beneficial Interest in a Student Agreement. If two Students marry, they may keep their Student Agreements separate. Each individual, whether married or not, is required to have their own Student Agreement. No transfer of Student Agreements will be allowed in any circumstance.
25. Divorce. As mentioned above each individual must have their own Student Agreement. If a married couple are both students and divorce each individual Student Agreement is still active and will not be transferred to the spouse. No transfer of Student Agreements will be allowed in any circumstance.
26. Death and Inheritance. In the case of a Student's death, the Contract will be terminated as of that date. No transfer of Student Agreements will be allowed in any circumstance.

SECTION 2 – Obligations of a Student and Managing a Studentship

1. Compliance. A Student (or in the case of a minor, the student's parent or legal guardian) shall comply at all times with each of the terms and conditions of the Contract.
2. Independent Contractor. A Student (or in the case of a minor, the student's parent or legal guardian) is an independent contractor and is responsible for his or her own business expenses, decisions, and actions.
3. A Student (and in the case of a minor, the student's parent or legal guardian) shall not represent himself or herself as an employee, partner, or joint venture with the Company. A Student shall not make purchases or enter into any transactions in the Company's name.

4. A Student's work hours, business expenditures, and business plans are not dictated by the Company. A Student (and in the case of a minor, the student's parent or legal guardian) shall make no printed or verbal representations which state or imply otherwise.

A Student (and in the case of a minor, the student's parent or legal guardian) is fully responsible for all of his or her verbal and/or written statements made regarding the Service and/or Product which are not expressly contained in official Company materials and the Student agrees to indemnify the Company against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by the Student that are outside the scope of the Contract.

The provisions of this section survive the termination of the Contract.

1. **Income Claims.** A Student may not make statements regarding actual income figures (whether past or present) and may not disclose to potential and existing Students actual, copied, or representative earnings checks. A Student may not make income guarantees of any kind and may not make unrepresentative, unreasonable, or misleading earnings claims.
2. **Compliance with Laws.** A Student must comply with all applicable national and local laws, regulations, and ordinances.
3. **Offerings.** A Student may not offer or promote any non-Company Services and/or Product, incentives, or opportunities in conjunction with the promotion of Company Services and/or Products.
4. **Negative Statements.** A Student will make no disparaging, misleading, inaccurate, or unfair statements, representations, claims, or comparisons with regard to:
 5. The Company, its Services and/or Products, its commercial activities, or its Students; or
 6. Other Company, including competitors, their Services, Products, or commercial activities.
7. **No Claims of Unique Relationship.** A Student may not allege or imply that he or she has a unique relationship with, advantage with, or access to the Company executives or employees that other Students do not have.
8. **Detrimental Conduct.** If any conduct by A Student or any participant in the Company by Student is determined by the Company to be injurious, disruptive, or harmful to the Company or to other Students, the Company may take appropriate action against a Student as set forth in Section 8.
9. **No Reliance.** A Student may not rely on the Company to provide legal, financial, or other professional advice, nor may it rely on any such advice if given.
10. **Confidentiality.** Upon signing a Student Agreement, the Student agrees to maintain confidentiality regarding Confidential Information and any other trade secrets and proprietary information. This confidentiality obligation is irrevocable, remains after termination of the Contract, and is subject to legal enforcement by injunction and award of costs and fees necessarily incurred. All Confidential Information is transmitted to Students in strictest confidence on a need-to-know basis for use solely in the Student Education. Students must use their best efforts to keep such information confidential and must not disclose any such information to any third party, directly or indirectly. Students must not use the Confidential Information to compete with Company or for any purpose other than for promoting the Company's program and its Services and/or Products. The Student maintains no ownership interest in any Confidential Information.

11. Non-Competition Agreement. By signing this agreement the Student agrees that he/she/they/ or company and Affiliates will not engage in competition with **Company** in any similar business for a period of at least 2 years. This includes and is not limited to, day trading seminars, day trading indicators, day trading software, any security sales business, automated trading software or program, trading education, or any other business dealing with securities, stocks, bonds, options, and futures. The Student also agrees to never perform such business within the country. Additionally, the Student may not operate any similar business performed in any similar manner within the country unless authorized in writing by **Company**.
12. Privacy of Student Information. All information provided by an Applicant on a Student Agreement will be used solely for the purposes of evaluating the Student Agreement and for related activities of the Student. Student information may be required to be shared by law, however a written student release must be signed or subpoena served in order for **Company** to release Student information.
13. Use of Confidential Information. The Student may acquire Confidential Information during the term hereof.
14. The Confidential Information is for the exclusive and limited use of the Student to facilitate the training, support and servicing of the Student and for furtherance of the Student only;
15. He or she will not disclose the Confidential Information to a third party directly or indirectly (including other Students) and that doing so constitutes misuse, misappropriation, and a violation of the Contract;
16. The information is of such character as to render it unique and that disclosure of it will cause irreparable damage to the Company; the Company is therefore entitled to injunctive relief to prevent violation of this policy;
17. He or She will not use the information to compete with the Company directly or indirectly and improper use will result in termination of the Contract;
18. He or she may be required to sign a non-disclosure agreement before receiving Confidential Information from the Company, or prior to engaging in activities that would allow the Student to acquire Confidential Information; and
19. Upon expiration, or termination of the Contract, he or she will discontinue the use of such Confidential Information and destroy or promptly return to the Company all Confidential Information under the control of or in his or her possession.
20. Notification of Adverse Action. A Student shall immediately notify the Company in writing of any potential or actual legal claims from third parties against the Student arising from, or associated with, the Student that may adversely affect the Company. After notifying the Student, the Company may take any action necessary to protect it, including controlling any litigation or settlement of the legal claims. If the Company takes action in the matter, the Student shall not interfere or participate in the matter without the Company's consent, which shall not be unreasonably withheld.
21. Release for use of Photo, Audio, or Video Image, and/or testimonial Endorsement. The Company may take photos, audio or video recordings, or written or verbal statements of a Student at Company events or may request the same directly from a Student. The Student agrees to and hereby grants the Company the absolute and irrevocable right and permission, to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in

all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of the Company, or in any other name. Regardless of any other agreements or contracts the Student may have with any other entity, the Student agrees that any use by the Company as set forth in this section shall be royalty free, is a work made for hire, and is not subject to any other claim. The Student agrees to defend and indemnify the Company against any claims by any other party arising out of the Company's use of the rights granted herein. The Student confirms that the information he or she may give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of his or her knowledge. The Student waives any right he or she may have to inspect or approve the finished or unfinished Service and/or Product, the advertising copy, printed, recorded, photographic or video matter which may be used in connection with it or any use that may be made of it.

22. Student agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, products, or conduct of the Company, its employees, directors, and officers, and further agrees to work in good faith with Company to resolve any disputes. Student agrees to communicate any complaint or dispute related to the service or product directly to Company or Agent appointed including but not limited to any complaint or dispute related to the product or services offered. Student and Company agree to keep the circumstances and details of any dispute to any third party or entity prior to attending and participating in good faith mediation. This prohibition proscribes the publishing or posting of any complaint or dispute on any blog, website, internet forum, chat room, or social media website account or platform (including but not limited to Facebook, Instagram, Twitter, Snapchat... etc) Student and Company agree that a breach of this provision shall be considered a material breach of the Policies and Procedures.

SECTION 3 – Sales, Transfers, Change of Country

1. Selling or Transferring a Student Agreement. Company will allow no sale of Student Agreements under any circumstance.
2. Change of Residence: If a Student changes his or her country of residence, the Student must submit to the Company: (i) a Student Agreement for the new country of residence (with the "AMENDED" box at the top checked); (ii) a signed and dated notification request (iii) authoritative documentation as proof of the new residence (e.g., a copy of the driver's license, passport, etc.); and (iv) a one hundred dollar (\$100USD or local currency equivalent) processing fee. The Student will be responsible for complying with all terms and conditions of the Contract, including those specific to the new country of residence.

SECTION 4 – Breach of Contract Procedures

1. Conditional Obligations. The Company's obligations to a Student are conditioned upon the Student's faithful performance of the terms and conditions of the Contract. The Company, in its sole discretion, will determine if a Student is in breach of the Contract and may elect any or all-available remedies.

2. Remedies. In the event of breach, Company may elect to take no action or to exercise some or all-contractual remedies and remedies at law, including, but not limited to:
3. Notify the Student either in writing or verbally of the breach and providing a notice to cure the breach;
4. Require from the Student additional assurances of future compliance;
5. Suspend the Student Rights temporarily or permanently;
6. Seek injunctive relief; and
7. Terminate the Contract.
8. Reporting Contract Breaches. If a Student observes or is aware of another Student's violation of any term or condition of the Contract, the observing Student shall submit a written complaint to the Company's Student Education & Conduct Department.

SECTION 5 – Termination

1. Termination.
2. A Student may terminate the Contract by submitting to the Company in writing a request to terminate.
3. The Company may terminate the Contract if the Student violates the terms of the Contract and any amendments thereto.
4. Return of Confidential Information. A Student must return all Confidential Information over which he or she has direct or indirect control to the Company upon termination or upon demand of the Company. If any such Confidential Information cannot be returned because it is in electronic format, the Student shall permanently delete and erase the Confidential Information upon termination or upon demand.
5. Effects of Termination for Breach of Contract.
6. A Student whose Contract is terminated by the Company must wait one (1) year before applying for a new Student Agreement.
7. Upon termination, a Student's access and the ability to participate in online education and training courses and to use company tools to trade simulation (paper) accounts are terminated.
8. Effects of Voluntary Termination by the Student.
9. The Contract can be voluntarily terminated by a Student who is not in breach of the Contract for any reason, at any time, by providing written notice to the Company signed by all Person(s) listed on the Student Agreement. The termination is effective on the date the Company receives the written notice. No prorated refunds are offered and all Student tools purchased will remain active until the end of the purchased period.
10. Upon termination, a Student's access and the ability to participate in online education and training courses and to use company tools to trade simulation (paper) accounts are terminated.
11. A Student may not terminate voluntarily if the Student is not in good standing with the Company. Contract will not be terminated if there are fees due to **Company**.

SECTION 6 – Miscellaneous

1. **Entire Agreement.** The Contract contains the entire understanding concerning the subject matter hereof between the Company and the Student, and is intended as a final, complete, and exclusive expression of the terms of the parties. This Contract supersedes and replaces all prior negotiations and proposed, but unexecuted agreements, either written or oral. Any prior agreements, promises, negotiations, or representations, either written or oral, relating to the subject matter of this Contract, are of no force or effect. If there is any discrepancy between verbal representations made to the Student by any employee or Student of the Company and the terms of the Contract, the express written terms and requirements of the Contract will prevail.
2. **Modifications by the Company.** The Company reserves the right to make any modifications to the Contract, provided that the modifications are communicated by the Company to the Student at least thirty (30) days prior to taking effect. The Company may communicate these modifications by posting any portion of the modified Contract on the Company's website, or by any other method of communication. The Student is deemed to have accepted the modification to the Contract if the Student engages in any Student Education after the thirty (30) day period is ended.
3. **Warranties.** The Company extends no Service and/or Product warranties, either expressed or implied, beyond those specifically articulated in the Contract. The Company disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright, or trade secret arising from the Student's operations
4. **Waiver.** Any waiver by the Company of a Student's breach of a Contract provision must be in writing and will not be construed as a waiver of any subsequent or additional breach by the Student. The failure by the Company to exercise any right or privilege under the Contract will not constitute a waiver of that right or privilege.
5. **Severance.** If any term or condition of this Contract is judicially invalidated, prohibited, or otherwise rendered unenforceable in any jurisdiction, it is unenforceable only to the extent of the invalid, prohibited or unenforceable provision in that jurisdiction only, and it will not render unenforceable or invalidate any other provision of the Contract, nor will the Contract be rendered unenforceable or invalidated in another jurisdiction.
6. **Force Majeure.** Student acknowledges that the Company is not liable for any damages or losses caused by the delay or inability to use its Service and/or Product due to accidents, fire, flood, acts of civil authority, acts of God, acts of terrorists, or from any other causes that are beyond the control of the Company.
7. **Governing Law.** The State of Nevada is the place of the origin of this Contract and is where the Company accepted the offer of the Applicant to become a Student and where the Student entered into the Contract with the Company. The Contract is therefore to be construed in accordance with the laws of the State of Nevada as to contracts made and to be wholly performed within the State.
8. **Attorneys Fees.** If any suit, action, or proceeding is brought to enforce any term or provision of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred, in addition to any other relief to which such party may be legally entitled. Unless otherwise required by any arbitration clause herein, any legal action concerning the Contract shall be brought in the state and federal courts located in Carson City, Nevada. In

the event any court of competent jurisdiction shall declare any portion of the Contract to be invalid, the remainder of the Contract shall not be invalidated thereby, but shall remain in full force and effect.

9. Successors and Assigns. The Contract will be legal and binding upon and inure to the benefit of the parties and their respective successors and assigns.
10. Limitation of Liability. To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns and Students (collectively referred to as "Responsible Parties") shall not be liable for, and the Student releases Company and its Responsible Parties from and waive all claims, for any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by Students as a result of: (a) Student's breach of the Contract; (b) Student's incorrect or wrong data or information provided to the Company or its Responsible Parties; or (c) the Student's failure to provide any information or data necessary for the Company to operate its business. EACH STUDENT (IN THE CASE OF A MINOR, EACH PARENT OR LEGAL GUARDIAN) AGREES THAT THE ENTIRE LIABILITY OF THE COMPANY AND ITS RESPONSIBLE PARTIES FOR ANY CLAIM WHATSOEVER RELATED TO THE CONTRACT, BUT NOT LIMITED TO, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR EQUITY, SHALL NOT EXCEED, AND SHALL BE LIMITED TO, THE AMOUNT THAT THE INDIVIDUAL STUDENT HAS INVESTED IN CURRENCY IN THE COMPANY.

APPENDIX A

The following defined terms apply throughout the Contract and are capitalized where used:

Applicant— A Person who has submitted a Student Agreement.

Authorized Country— A country that the Company has officially sanctioned to be available to all Students for submitting Student Agreements.

Beneficial Interest— No Beneficial Interest is available in any Student Agreement other than that held by the individual that completed the Student Agreement. In the instance of a Business Entity submitting a Student Agreement the person completing the agreement holds the only Beneficial Interest.

Business Entity— Any type of business association authorized under the laws of the jurisdiction in which it was organized. This includes, but is not limited to, legally formed: corporations, partnerships, trusts, and limited-liability companies.

Confidential Information— Information disclosed in connection with the Student Rights. Confidential Information may take the form of documentation, drawings, specifications, software, technical or engineering data, or other forms, and may be disclosed orally, in writing, by electronic or magnetic media, by visual observation, or by other means.

Contract— The documents describing the specific relationship between a student and the Company, comprising the Student Agreement, the Statement of Beneficial Interest, the Policies and Procedures and any country or situation-specific addendum(s) thereto, and any other written agreement between the Student and the Company, which documents are incorporated herein by reference.

Date of Sign-up— The date the Company receives and accepts an Applicant's Student Agreement bearing an original signature or electronic copy of an original signature.

Student— A Person currently licensed by the Company to operate as a student.

Student Agreement– The agreement submitted by an Applicant to become a student. In signing the Student Agreement, an Applicant certifies that he or she has read and will abide by the terms and conditions of the Contract.

Student Rights– The rights in the Contract licensed to a student.

Student– An individual participating in the products and/or services of Company. A person (in the case of a minor, the parent or legal guardian) currently licensed by the Company to operate as a student. The defined term “Student” shall not include a minor, but instead, the parent or legal guardian of such minor shall be the sole and only “Student” for all purposes.

Electronic Funds Transfer (EFT)– An optional program that authorizes the Company to electronically debit a student’s bank account for the amount of subscription fees.

Identification Number– The number issued specifically to an individual or company by the government. Examples include: social security number (US individuals), social insurance number (Canadian individuals), employment identification number (US companies)

Person– An individual, a Business Entity, or any other entity with a distinct separate existence

Policies and Procedures– The policies and procedures of the Company contained herein, including attachments and addenda, which are incorporated herein by this reference, as the same may be amended from time to time by the Company.

Product– Any good or service that is offered by the Company.

Rank– The Rank of a student, which will affect the Student’s educational abilities and access to additional products and/or services.

Statement of Beneficial Interest– A document required as part of the Contract if an Applicant is applying as a Business Entity. The Statement of Beneficial Interest must list all persons who are partners, shareholders, principals, students, managers, officers, directors, trustees, beneficiaries, or who otherwise have any direct or indirect Beneficial Interest in or control over the Business Entity.

ADDENDUM

USA

A-1. Governing Law and Arbitration

1. The State of Nevada is the place of origin of this Contract, and is where the Company accepted the offer of an Applicant to become a student and where the Student entered into the Contract with the Company. The Contract is therefore governed by and to be construed in accordance with the laws of the State of Nevada without reference to the conflict of laws principles thereof, and the arbitration provisions herein are governed by the Nevada Uniform Arbitration Act, Nevada Code NRS Sections 38-206-360, et seq. (the “Act”), except as such requirements may be specifically varied and modified by the terms set forth herein.
2. Any controversy or claim arising between Company and the Student (and in the case of a minor, a parent or legal guardian), including any controversy or claim arising out of or relating to the Contract or the breach thereof, or any controversy or claim relating to the business arising between Students, shall be resolved by mandatory, binding arbitration in Carson City, NV, in the United States of America, to be conducted in the English language. Student hereby submits to the arbitral jurisdiction set forth herein, and, with respect to any matters not determined by or

subject to arbitration, to the personal jurisdiction of the state and federal courts within Carson City, NV. The arbitration shall be initiated by service of written demand for arbitration on the responding party. Student (and in the case of a minor, a parent or legal guardian) hereby consents to service of such demand by mail to the address for such Student on file with the Company and waives all rights and defenses as to insufficiency of service of process as may be applicable under the laws of the United States or any other country.

3. There shall be one arbitrator, who shall be impartial, independent, and mutually agreed upon by the parties to the arbitration within 30 days following receipt of the written demand for arbitration. If the parties do not reach agreement on a single arbitrator within such period, the parties shall obtain a judicial appointment of an arbitrator pursuant to Nevada State Law
4. The arbitration and all pre-hearing matters, including discovery, shall be governed by and conducted in accordance with the Nevada Rules of Civil Procedure and the Nevada Rules of Evidence. The arbitration and all proceedings associated therewith are private proceedings and not subject to any public right of access. The arbitrator shall have the authority to enter appropriate protective orders to preserve the confidentiality of the proceedings and information exchanged in discovery. The arbitrator shall have the authority, power, and jurisdiction to grant both legal and equitable relief, including temporary, preliminary, and permanent injunctive relief, and the parties hereto hereby submit to the jurisdiction of the arbitrator for all such relief. The arbitrator shall also have the sole and exclusive authority to determine whether any particular issue is subject to arbitration under this Agreement.
5. The arbitration award shall be a reasoned award, given in writing, and shall be final and binding on the parties hereto and not subject to any appeal, except as specifically provided in the appeal provision below. Judgment upon the award rendered may be entered in any court having jurisdiction, or, application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. Execution upon any such judgment shall be governed by the laws of the State of Nevada, and the parties hereto agree unconditionally to recognize an arbitration award rendered in connection with this Agreement as binding and compulsory and subject to execution pursuant to any applicable laws.
6. Should the Arbitrator enter an award against any party for a sum in excess of fifty-thousand dollars (\$50,000), or enter an award constituting permanent injunctive relief against any party, the party against whom such an award has been entered may appeal the award to a private arbitration panel of three impartial and independent arbitrators mutually agreed upon by the parties (the "Appeal Panel"). Any such appeal must be taken by written notice served no later than thirty (30) days after the party has received the written award. If the parties do not agree on three arbitrators within 30 days of the date of the arbitration award, the Appeal Panel shall be judicially appointed in accordance with Nevada State Law. The appeal shall be conducted in Carson City, NV, in the United States of America, in the English language. Upon briefing of relevant issues by the parties, and oral argument if requested by the parties, the Appeal Panel shall review and correct the award for (1) any error of law, (2) a failure of substantial evidence to support all or any element of the award, and (3) an error of a mixed question of fact and law. The arbitration panel shall issue a reasoned decision, given in writing, which shall be final and binding on the parties and not subject to any appeal.
7. The parties shall equally share the assessed costs associated with the arbitration, including all arbitrator fees; provided, however, that the prevailing party in any appeal to the Appeal Panel shall be entitled to recover its share of the costs of such appeal from the non-prevailing party.

The parties shall each bear their own attorneys fees in connection with the arbitration and any appeal, irrespective of which party prevails and any demand or request made for such fees.

Trading Terms, Conditions and Disclosures

GOVERNMENT REGULATIONS REQUIRE DISCLOSURE OF THE FACT THAT WHILE THESE METHODS MAY HAVE WORKED IN THE PAST, PAST RESULTS ARE NOT NECESSARILY INDICATIVE OF FUTURE RESULTS. WHILE THERE IS A POTENTIAL FOR PROFITS THERE IS ALSO A RISK OF LOSS. A LOSS INCURRED IN CONNECTION WITH TRADING FUTURES OR FOREIGN EXCHANGE CURRENCY CONTRACTS CAN BE SIGNIFICANT. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION SINCE ALL SPECULATIVE TRADING IS INHERENTLY RISKY AND SHOULD ONLY BE UNDERTAKEN BY INDIVIDUALS WITH ADEQUATE RISK CAPITAL.

ANY ADVISORY OR SIGNAL GENERATED BY COMPANY OR ITS AFFILIATES IS PROVIDED FOR EDUCATIONAL PURPOSES ONLY. ANY TRADES PLACED UPON RELIANCE ON COMPANY OR ITS AFFILIATES SYSTEMS ARE TAKEN AT YOUR OWN RISK FOR YOUR OWN ACCOUNT. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS. WHILE THERE IS GREAT POTENTIAL FOR REWARD TRADING COMMODITY FUTURES AND/OR FOREIGN EXCHANGE CURRENCIES, THERE IS ALSO SUBSTANTIAL RISK OF LOSS IN ALL TRADING. YOU MUST DECIDE YOUR OWN SUITABILITY TO TRADE OR NOT. FUTURES OR FOREIGN EXCHANGE CURRENCY TRADING RESULTS CAN NEVER BE GUARANTEED. THIS IS NOT AN OFFER TO BUY OR SELL FUTURES, OPTIONS, FOREIGN EXCHANGE CURRENCIES OR COMMODITY INTERESTS. IN THE EVENT THAT AN INDIVIDUAL'S SUBSCRIPTION WITH COMPANY OR ITS AFFILIATES IS TERMINATED DUE TO NON-PAYMENT ANY TRADES AN INDIVIDUAL MAKES WILL REMAIN THE RESPONSIBILITY OF THAT INDIVIDUAL. THE INDIVIDUAL AGREES TO HOLD COMPANY OR ITS AFFILIATES COMPLETELY FAULTLESS AND AGREES TO INDEMNIFY COMPANY OR ITS AFFILIATES FOR THIS SCENARIO AS IT WAS DUE TO THE INDIVIDUALS LACK OF PAYMENT THAT THE SUBSCRIPTION WAS TERMINATED. FROM TIME TO TIME THERE MAY BE AN INSTANCE WHERE COMPANY OR ITS AFFILIATES SYSTEMS MAY BE DOWN FOR CIRCUMSTANCES OUTSIDE OF THEIR CONTROL. IN THIS EVENT, INDIVIDUAL AGREES TO HOLD COMPANY OR ITS AFFILIATES COMPLETELY FAULTLESS AND INDEMNIFY COMPANY OR ITS AFFILIATES AGAINST ANY ACTION WHATSOEVER REGARDING ANY RESULTING CONSEQUENCES ON THE INDIVIDUAL.

Risk Disclosure & Disclaimer Statement

Company or its Affiliates indicators are speculative trading systems designed to buy stocks, futures and/or foreign exchange currencies at low prices and sell at higher prices, in either order (either initially "short" or initially "long"). No claims as to past, present or future profitability of these alert advisory services or other Company or its Affiliates systems are made, and there is no guarantee that the system will provide any profits to traders using the system, and indeed may cause such traders to incur losses.

Hypothetical or simulated performance results have certain inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading. Also, since the trades have not actually been executed, the results may have under- or over-compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated trading programs in general are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any account will or is likely to achieve the profits or losses similar to those shown.

All indicators generated by Company or its Affiliates are provided for informational and educational purposes only. Any trades placed upon reliance on Company or its Affiliates systems are taken at your own risk for your own account. Past performance is no guarantee of future results. While there is great potential for reward when trading commodity futures or foreign exchange currency, there is also substantial risk of loss in all commodity futures trading. You must decide your own suitability to trade.

Futures or foreign exchange currency trading results can never be guaranteed. This is not an offer to buy or sell futures, options or commodity interests.

The indicators generated by Company or its Affiliates are based on formulas, which have worked in the past. However, what has happened before may or may not happen again. You can lose all your money trading futures or foreign exchange currencies and you must decide your own suitability as to whether or not to trade. Only trade with true risk capital you can afford to lose. Only trade markets you can properly afford to trade. Properly funded trading accounts typically perform better than those that are not. Never risk more than 5% of your account on any one trade. Stop trading a system if it doesn't fit your trading style and find you cannot follow the indicators.

SEC Disclosure

Past performance does not guarantee future results. Company or its Affiliates Trading Systems generate mechanical trading system signals and is not investment advice. We have no financial interest in the outcome of any trades mentioned herein, other than disclosed in the Terms of usage and/or subscription agreement. There is substantial risk of loss trading futures and foreign exchange currencies. You need to determine your own suitability to trade them. There may be tax consequences for short-term profits/loss on trades. Consult your tax advisor for details on this if applicable.

Commodity Futures Trading Commission and Other Disclaimers

Neither Company nor its Affiliates, not its principals, officers or employees are CTAs. Becoming a subscriber and/or trading any of the system's signals presumes you have fully read and understood the risks involved in trading futures/foreign exchange currencies as set forth below:

Introducing Broker

The Company, its affiliates, owners, contractors, and/or employees (collectively, the "Company") does not recommend, refer, introduce, or connect investors to any specific broker for foreign exchange or futures transactions. The Company is not a broker or an introducing broker, and does not have any relationship (contractual, agency, preferred, or otherwise) with any broker. The Company is not engaged in soliciting, recommending, accepting, or placing customer orders of any kind for any transactions, including, but not limited to, foreign exchange or futures transactions. Any broker you use for foreign exchange or futures transactions must be chosen solely by you as the investor.

Additional Notices

There are no guarantees or certainties in trading. Reliability of trading signals for mechanical systems are in probabilities only. Trading involves hard work, risk, discipline and the ability to follow rules and trade through any tough periods during a system's draw-downs. If you are looking for a guarantee, trading is not for you. Most people lose trading. One of the reasons is that they lack discipline and are unable to be consistent. A system can help you become consistent. The ability to be disciplined and take the trades is equally as important as any technical indicators a trader uses. Ironically, worrying about the money aspect of trades can contribute to and cause a trader to make trading errors. Therefore, it is important to only trade with true risk capital.

ALL THE INFORMATION, SOFTWARE, CONTENT, PRODUCTS AND SERVICES AT COMPANY OR ITS AFFILIATES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITH NO WARRANTIES OF ANY KIND. COMPANY OR ITS AFFILIATES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. COMPANY OR ITS AFFILIATES DISCLAIMS ANY WARRANTY THAT THE SITE WILL ALWAYS BE ACCESSIBLE OR OPERATIONAL, THAT THE INFORMATION

PROVIDED AT THE SITE IS ACCURATE, RELIABLE OR CORRECT, AND THAT ANY ERRORS WILL BE CORRECTED. YOU AGREE THAT, UNDER NO CIRCUMSTANCES AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, COMPANY OR ITS AFFILIATES WILL NOT BE LIABLE FOR ANY AND ALL DAMAGES UNDER ANY AND ALL THEORIES (INCLUDING CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, THE CONTENT, INCLUDING WITHOUT LIMITATION ANY COMPANY OR ITS AFFILIATES CONTENT OR THIRD PARTY CONTENT, THE SITE, YOUR USE OR INABILITY TO USE THE SITE, OR ANY DECISION OR ACTION YOU MAKE IN CONNECTION WITH THE SITE. YOU AGREE THAT, UNDER NO CIRCUMSTANCES AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY, IF ANY, THAT COMPANY OR ITS AFFILIATES MAY OWE TO YOU IN CONNECTION WITH THIS AGREEMENT, THE SITE, AND YOUR USE OF THE SITE AND ITS CONTENT, SHALL NOT, UNDER ANY CIRCUMSTANCE OR THEORY OF LAW OR RECOVERY, EXCEED \$100. YOUR ONLY OTHER REMEDY FOR DISSATISFACTION WITH THE SITE, SITE RELATED SERVICES OR CONTENT OR INFORMATION CONTAINED WITHIN THE SITE IS TO STOP USING THE SITE AND THE SERVICES OFFERED OR PROVIDED AND TO CANCEL YOUR SUBSCRIPTION. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Privacy Policy

Company or its Affiliates understands the importance of your privacy. We are committed to respecting and protecting the personal and financial information of our subscribers. We provide this notice to explain what personal information we collect from our subscribers and how we use this information. We encourage you to regularly review this Privacy Policy as we may update or modify our practices from time to time, as appropriate, without prior notice.

What Information do we collect?

When you register with Company or its Affiliates, we ask you to provide your full legal name billing address, phone number, e-mail address, and other billing details found in the student application.

Why do we collect this Information?

Only registered subscribers may access the services and features available on the Site. To become a subscriber, the only information Company or its Affiliates needs is your full name, email address and billing details. We ask for your e-mail address because we update our subscribers via email about such things as site and technology changes or additions.

How do we use your Information?

We will store your personal information and use it to contact you when necessary. We reserve the right to disclose your personal information where required by law to regulatory, law enforcement or other government authorities. We may also disclose your information, if necessary, to credit reporting or collection agencies, or when disclosure is necessary to protect our rights or property. Apart from the disclosures described herein or required by law, Company or its Affiliates will not give or sell your personal information, including your e-mail address, to any other organization without your prior consent.

By providing your cell phone number, you agree to receive text messages and phone message reminders from Company. Messages and data rates may apply. You can cancel or opt out of these messages at at time.

How safe is your Information?

We believe that we have implemented software and procedures that thoroughly protect the privacy of our subscriber's personal information. While no security system is completely impenetrable, we are constantly monitoring and upgrading our security technology to prevent unauthorized access, maintain data security and ensure proper use of personal information. When you register with us, we will e-mail you a password that confirms your subscription. You will need this password to access the Site each time you log-on. We request that you do not disclose your password to any other person. If you disclose your password to any person, you are in violation of your agreement and will be barred for life from this site. Your IP address is recorded in each instance of you logging into the site. Multiple logins or logins from various IP addresses may ban you from the site.

Can you opt-out of providing certain information?

As we only request personal information that is necessary to enable us to identify you as a subscriber, monitor your activity on the Site and to charge your credit card with your monthly subscription fee, it is not possible for you to opt-out of providing this information. Without this information, we cannot grant a subscription. It is also necessary for us to know your e-mail address so that we can contact you and provide you with information concerning our site periodically. If we ask you to provide certain demographic information, you may choose whether you want to provide some or all of this information.

Will we change this Privacy Policy?

We may modify or update this Privacy Policy from time to time in any manner that we feel is necessary to reflect our business and to protect the privacy of our subscribers. Use of personal information is governed by the privacy policy in force at the time of the use. If at any point we decide to use personal information in a manner that we feel is materially inconsistent with the practices stated in the Privacy Policy in force, we will notify subscribers by e-mail. Subscribers will have a choice whether or not we may use their information in this different manner. We will use reasonable measures to use such information in accordance with the Privacy Policy in force at the time the information was collected.

How can you contact us?

If you have any questions about this Privacy Policy, the privacy of your information or the security of the Site, please visit the "Contact Us" section of the company website.

SUBSCRIPTION AGREEMENT

Subscribers agree to pay a monthly subscription fee and agree to the Terms of Use of the Company or its Affiliates site. They govern use of our site by registered subscribers. Once you authorize us to charge your credit card or debit your bank account the monthly fee on our behalf and you register with Company or its Affiliates (registration constitutes your agreement to this Subscription Agreement and the Terms of Use), you may choose an on-line user name and password. This will permit you to enter the restricted portion of the site.

Canceling Your Subscription

If you wish to cancel your paid subscription with us, simply send an email to cancel@mytradesupport.com and request cancellation before the time of your expiration. You have full control over your subscription. However, monthly subscription fees which have been charged to your credit card in the past will not be refunded to you, in whole or in part. Company or its Affiliates has the right to cancel your subscription and terminate this agreement if you fail to observe any provision of this Subscription Agreement or any of the Terms of Use of our site. We also can cancel your subscription if authorized charges to your credit card or bank account are not honored, or if Company or its Affiliates is no longer authorized to charge your credit card or debit your bank account. Upon cancellation, you

will be denied further access to the restricted portion of the Company or its Affiliates site. Company or its Affiliates will have no obligation to return any portion of the subscription fees you have paid prior to cancellation.

Duration of Our Agreement

This Subscription Agreement and the Terms of Use, as well as your authorization to Company or its Affiliates to charge your credit card or bank account for subscription fees on Company or its Affiliates behalf (until cancellation), will continue month to month until cancelled in writing.

Evidence of Your Agreement with Us

If you register with company or its Affiliates, and provide us with your credit card or bank information, select a user name and password, visit and use our site, YOU WILL BECOME A PARTY TO AND BE BOUND BY ALL OF THE TERMS OF THIS SUBSCRIPTION AGREEMENT AND BE SUBJECT TO THE TERMS OF USE THAT FOLLOW, UNTIL AND UNLESS YOU CANCEL YOUR SUBSCRIPTION.

Before you register, please let us know if you have any questions about your obligations. We also encourage you to download and retain copies of your Subscription Registration Form, Subscription Agreement, Legal Disclosure/Disclaimer and the Terms of Use for your permanent records.

TERMS OF SERVICE

Company or its Affiliates Right to Monitor Your Use

Company or its Affiliates reserves the right to monitor your use of the site, to limit or terminate your access to the site, and to cancel your subscription and terminate your Subscription Agreement if you do not pay your subscription fees or if you fail to observe any of our Terms of Use.

Your Additional Agreements

By subscribing to any subscription services from Company or its Affiliates, viewing any of our site's web pages, participating in the Company or its Affiliates or receiving any of Company or its Affiliates products or services, you fully understand and agree that all securities and financial markets are subject to numerous implicit and explicit risks, none of which Company or its Affiliates can control or influence. You therefore acknowledge and agree that all investment decisions you may make, including decisions that take into account or rely on any information provided or made available by or from the Company or its Affiliates site, are yours and yours alone and are made solely at your own risk.

You also agree to bear complete responsibility for your investment research and decisions and acknowledge that Company or its Affiliates has not and will not make any specific recommendations to you or any of its subscribers upon which you or any of them is entitled to rely. You also understand that the information disseminated on the site and in Company or its Affiliates e-mail alerts and newsletters represent non-personalized, disinterested opinions and commentary of Company or its Affiliates and its employees and students, or may only represent the views of other subscribers, but that none of them constitutes a solicitation or recommendation to buy or sell securities.

Information on Our Site

Company or its Affiliates does not represent or warrant the accuracy, completeness or timeliness of any statements made or information, data or content provided on or through the site or in any other Company or its Affiliates 's products or services. None of the information provided by Company or its Affiliates replaces your need to undertake continued, independent research into securities that may be

mentioned on the Company or its Affiliates site, and you agree to reach your own independent conclusions about any investment decision concerning all securities mentioned on the site.

Our Seminars and Workshops

Company or its Affiliates also is not responsible for and does not guarantee the accuracy or veracity of any statements, postings or messages made or provided in our Rooms by its own employees or students, or by any subscriber or other third party. As a subscriber of the site, you agree that any action taken by you with respect to any information from the Workshop is undertaken at your risk alone and is not the responsibility of Company or its Affiliates.

If you have access to Company or its Affiliates indicators, you agree that you are solely responsible for verifying the accuracy of all information you provide, introduce or post to the Rooms and for all consequences to others that may result from your information.

Use of offensive, defamatory or otherwise objectionable language, as determined solely by Company or its Affiliates in its discretion in the chat-room or public posting areas or the posting of copyrighted or other protected material that may infringe upon the rights of others is not permitted. Company or its Affiliates may cancel the subscription of any subscriber who fails to observe this condition.

Ownership of the Site and All Materials

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There are opportunities for you to provide information, data or materials to the site. If you provide or post such information, data or materials, other than the specific subscriber information required for registering as a subscriber, to the site or in the Rooms, by voice, electronic means including e-mail, or otherwise ("Subscriber Provided Content"), we will treat it as non-confidential and non-proprietary to you.

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Postings in the Online Chat Room

As a subscriber, you will from time to time have the ability to communicate in the Chat Room provided on the site. Because other subscribers may form impressions about you based on what you say or post on the Company or its Affiliates site, you agree to exercise a reasonable degree of diligence, care and thought before you make or post any comment or alert, and understand that you are solely responsible to verify the basis for and accuracy of any comment or alert you make or post.

Prohibited Postings and Comments

You agree that you will refrain from any offensive, defamatory, vulgar, obscene, political or racial remarks and comments, and will not make any personal attacks, use any offensive or inappropriate language, post material that is harmful to minors, engage in any hyping or front running, or place or post on the site any "spam," advertisements or promotional material. Company or its Affiliates reserves the right to deny posting privileges or other access privileges, including without limitation revocation and cancellation of subscription, for violating these conditions.

You can be held liable for any illegal or prohibited Content you provide to the site, including, among other things, illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or other materials injurious to third parties. You can also be held liable for materials consisting of or containing software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content.

If you participate in the Company or its Affiliates indicator services, you agree to refrain from asking any and all business and or personal questions directly of Company or its Affiliates at any time. However, you may direct those questions by visiting the site "Contact Us" tab and sending a communication.

Control of Site Content

The site presents material and content, including text, graphics, images, illustrations, information and material subject to the intellectual property rights of Company or its Affiliates belonging to third parties, and other sources, reports and data generated as a result of subscriber input. All of this is called "Site Content."

Company or its Affiliates retains complete discretion over the Site Content, including the right to remove or modify any Site Content. Company or its Affiliates has no obligation and undertakes no responsibility to review the Site Content to determine its reliability, accuracy or completeness. Further, although it has no obligation to police Site Content, if Company or its Affiliates determines in the exercise of its sole discretion, that any Site Content may give rise to any liability or claim against Company or its Affiliates, it may decline or cease to distribute or post such Site Content and take other remedial measures. The

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Corrections to Site Content

If you believe any information available on the Company or its Affiliates site is incorrect or inaccurate, or offensive, please inform Company or its Affiliates by visiting the “Contact Us” portion of the site. We will be pleased to make appropriate inquiries and, if warranted, remove incorrect, inaccurate or offensive information from our site, post corrections or provide additional information, as indicated.

Information Supplied by Others

The site contains links to other web sites operated by third parties as well as information provided by third parties. You understand and agree that Company or its Affiliates is not responsible for the content, accuracy, or legality of what may appear on those other sites, and that the inclusion of any such link or third party materials do not constitute or imply any endorsement, sponsorship or affiliation with the site by Company or its Affiliates, or any representation that any of the third party information is correct, accurate or reliable.

Our Disclaimers and Limitations on Liability

All trades, trade reports, charts, text/audio trade OR market coverage, training sessions, phone sessions AND/OR any trading results, of any kind, should be viewed as hypothetical and without merit; and if they were accurate, they may never be able to be duplicated in the future — it is not our intention to make specific trading recommendations, and no claims are being made that we are initiating the signals posted. Your attempt to duplicate these posted trades may be hindered by the inherent delay in receiving a post AND executing that post, market liquidity, AND your own trading issues — slippage, commissions, trading software/internet outages, etc.. A stop loss may not limit your loss to the amount intended. NO representation is being made that any account will OR is likely to achieve profits or losses similar to those shown.

All subscribers OR anyone viewing the Company or its Affiliates updates or services information acknowledge and agree that they are aware of the risk parameters involved in trading, and that the leveraged nature of futures trading can cause losses greater than your account balance. You further agree to accept full, complete, and sole responsibility for any and all results. Opinions are current opinions only, and past results are not indicative of future results. Company or its Affiliates provides this information for your private use only. We do not represent that it is accurate or complete, and it cannot necessarily be relied upon. It is your responsibility to know and define the risk before trading. You agree that all trading decisions are your own. You agree that you will not hold Company or its Affiliates, or anyone associated with Company or its Affiliates, liable or responsible for any of your losses or results.

This statement is furnished to you because rule 1.55 and 4.41 of the Commodity Futures Trading Commission requires it.

The risk of loss in trading commodity futures and options contracts can be substantial. You should therefore carefully consider whether such trading is suitable for you in light of your financial condition. In considering whether to trade, you should be aware of the following:

You may sustain a total loss of the initial margin funds and any additional funds that you deposit with your broker to establish or maintain a position in the commodity futures market. If the market moves against your position, you may be called upon by your broker to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the prescribed time, your position may be liquidated at a loss, and you will be liable for any resulting deficit in your account.

This brief statement cannot, of course, disclose all the risks and other significant aspects of the commodity markets. You should therefore carefully study futures trading before you trade.

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Your Obligation to Indemnify Us

You agree to indemnify, defend and hold harmless Company or its Affiliates, and their officers, directors, employees, students, information providers and suppliers from and against all claims, causes of action, suits, losses, expenses, damages and costs, including reasonable attorney's fees, arising out of, in connection with or relating to any violation by you of the Subscription Agreement or these Terms of Use, including claims of infringement of intellectual property or other third party rights, or otherwise, directly or indirectly resulting from or attributable in any way to any access to, use of or posting of material or content on the Company or its Affiliates site by you.

Access and Interference

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the Content contained thereon or for any other unauthorized purpose without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site web site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Further, you agree not to engage in any unauthorized framing, linking or deep-linking to the Site without the prior written consent of Company or its Affiliates.

Business Transfers

As we continue to develop our business, we might sell or buy sites, products, services, or technology. In such transactions, customer information generally is one of the transferred business assets. Also, in the event that Company or its Affiliates or substantially all of its assets are acquired, customer information will of course be one of the transferred assets.

Other Terms, Conditions and Provisions

The Subscription Agreement and these Terms of Use together constitute the entire agreement between you and Company or its Affiliates with respect to this site and supersede all prior or contemporaneous

communications and proposals, if any, whether oral, written or electronic, between you and Company or its Affiliates with respect to this site.

The Subscription Agreement and the limited license granted to you are personal to you, and may not be assigned or transferred by you to anyone else. You also agree that you will not allow anyone else to access the Company or its Affiliates site unless such other person has registered as a subscriber. You agree that you will be solely responsible for any liability arising from any third party access to or use of the site that you permit or facilitate.

Although the site is accessible worldwide, not all products or services discussed or referenced in the site are available to all persons or in all geographic locations or jurisdictions. Company or its Affiliates reserves the right to limit the provision of any product or service to any person, geographic area or jurisdiction as it determines in its sole discretion. The offering or availability of any product or service by means of this site is void where prohibited by law.

This Agreement shall be governed by and construed in accordance with Nevada law, without regard to that state's choice of law rules. You agree that your use of the site constitutes activity in Nevada and for the purpose of litigating any dispute arising under this Agreement, you agree that any action commenced against Company or its Affiliates shall be commenced and maintained solely in a federal or state court of competent subject matter jurisdiction within the jurisdiction of the U.S. District Court for the Carson City County of Nevada, Carson City Division. You also agree to submit and consent to the personal jurisdiction and venue of any such court in the event Company or its Affiliates commences an action against you.

If any term or provision of the Subscription Agreement or of these Terms of Use is finally found by a court of competent jurisdiction to be void, invalid, unenforceable or otherwise contrary to law, the remainder of the Subscription Agreement or Terms of Use, as the case may be, that can be given effect without such term or provision, shall be given full effect.

Any failure by Company or its Affiliates to enforce strict performance of any provision of the Subscription Agreement or the Terms of Use will not constitute a waiver of its right subsequently to enforce such provision or any other provision of the Subscription Agreement or Terms of Use.

ABOUT COMPANY OR ITS AFFILIATES

What is Company or its Affiliates?

Company or its Affiliates, which operates a website, Company or its Affiliates, that provide its subscribers with opinions and commentaries on trading markets and trading market indicators. Our views are based solely on the independent judgment of Company or its Affiliates employees and its students. Company or its Affiliates also provides its subscribers with public information regarding analyses of market indicators.

What Company or its Affiliates is NOT

Neither Company or its Affiliates nor any of its employees or students is registered or licensed as an investment advisor, securities or commodities broker-dealer, student or representative with the U.S. Securities and Exchange Commission, or with any similar authority or agency of any other country or with any such authority or agency of any of the United States.

Company or its Affiliates does NOT trade money on behalf of others.

Company or its Affiliates offer educational instruction to traders in the hope that traders might become better at trading their own funds using their own trading accounts that the individual trader has opened with a brokerage clearing house of their choosing. Company makes no recommendations, verbal or otherwise, or has any requirements to select or use a specific broker. Student acknowledges that all funds or moneys placed with broker of their choosing are in no way attached to Company.

If money is solicited from you by anyone representing themselves to be associated with Company or its Affiliates, with the stated intention of trading this money for you and/or on your behalf, please contact Company or its Affiliates corporate offices immediately.

Do not DIRECTLY offer any money or financial information to anyone representing themselves to be associated with Company or its Affiliates. All sign ups requiring fees or personal financial information can be and should be handled DIRECTLY on the official web sites of Company or its Affiliates.

AGAIN, Company or its Affiliates DO NOT TRADE ON BEHALF OF OTHER PERSONS.

Any person, representing themselves as being associated with Company or its Affiliates, attempting to trade money belonging to other persons, will be terminated from any or all of the above companies and be subject to litigation.

We do not provide promotional materials relating to specific securities or commodities.

Company or its Affiliates also does not advise its subscribers or any other person whether to buy or sell or take any other position in securities or commodities. Further, Company or its Affiliates does not receive any form of payment or other compensation for publishing information, news, research or any other material concerning any securities or commodities on our site, or publish any information on our site that is intended to affect or influence the value of securities or commodities.

A Word of Caution

Many of the instruments discussed on the site may be mentioned in the context of so-called day trading or momentum trading, both of which present a number of unique and specific risks in addition to market risks involved in investing or trading in securities or commodities generally. Accordingly, you are cautioned that day trading and momentum trading are not suitable activities for all investors and any subscriber or visitor to the Company or its Affiliates site who resorts to those trading methods does so at his own risk and fully mindful of these special risks as well as the other risks of trading and investing in securities or commodities.

How to Become a Subscriber

To become a subscriber, you must be at least 18 years of age and will have to complete the Subscription Agreement Form on our website. If you register, you will be required to pay a subscription fee, payable by month in advance, and will be making certain promises and agreements and will be legally obligated to observe the terms and conditions of our Subscription Agreement and the Terms of Use of the Company or its affiliate's site, which follow. Please read them before completing the Subscription Agreement Form.

Interest in securities or commodities

From time to time, Company or its affiliate's moderators may take positions and/or buy or sell securities or commodities that are discussed in the indicators.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-disclosure Agreement (“Agreement”) is made and entered into as of the day and year Student signs up and is between Company and Paying Student (hereafter referred to as “Party”).

WHEREAS, Company has invested time, talents, energy and money in developing certain stock indicators/algorithms and enhanced, embedded, indexing variations (“EEIV”) on these algorithms and

WHEREAS, Company has disclosed or desires to disclose to Party certain Confidential and Proprietary Information regarding this stock trading methodology, and

WHEREAS, Party desires to review such Confidential and Proprietary Information with the intent of making a decision to become informed, trained and affiliated with the EEIV.

NOW THEREFORE, in consideration of Company providing Confidential and Proprietary Information and the parties mutual undertaking herein, it is agreed that:

- All information disclosed directly or indirectly both written or oral by Company to Party shall be maintained and treated by Party and/or Party’s advisors, associates, partners, employees, officers, directors and personnel as CONFIDENTIAL and shall NOT be published, disseminated or revealed in ANY manner or to ANY person during the term of this Agreement and for a period of TWENTY (20) years thereafter, without the WRITTEN consent by Company . The information shall only be used to evaluate and determine Party’s interest in becoming a vendor or developing a closer relationship to Company .
- All Confidential and Proprietary Information disclosed by Company to Party or to Party’s advisors, associates, partners, employees, officers, directors and personnel shall NOT be disclosed to ANYONE, NOR shall Party, Party’s advisors, associates, partners, employees, officers, directors or personnel who have been privy to the Confidential and Proprietary Information, circumvent Company either directly or indirectly during the term of this Agreement or for a period of FOUR (4) years following this Agreement, without the express WRITTEN consent and knowledge of Company .
- Party agrees to pay Company **TEN-THOUSAND-DOLLARS (\$10,000) per day** for each and every day that these certain stock indicators/algorithms and enhanced, embedded, indexing variations (“EEIV”) on these algorithms (representing the Confidential and Proprietary Intellectual Property of Company) are used by Party and/or Party’s advisors, associates, partners, employees, officers, directors or personnel who have been privy to the Confidential and Proprietary Information for the trading of stock market indexes, stocks, mutual funds, treasury bills or notes, currency markets or any other exchanges foreign or domestic, whether paper or real money, without the express WRITTEN consent and knowledge of Company . This includes Party and/or Party’s advisors, associates, partners, employees, officers, directors or personnel trading real money without completing the system requirements outlined in the Student Policy and Procedures.
- In the event it becomes necessary to enforce any of the terms and provisions of this Agreement, the Agreement shall be governed by the laws of the State of Nevada and the prevailing party shall be entitled to recover all costs and expenses incurred, including, but not limited to all court costs and reasonable attorney’s fees.

DISCLAIMER

As a potential purchaser of the software through Company, I hereby understand and agree as follows:

1. I am purchasing a software package that will be electronically downloaded into my personal computer and upgraded from time to time by Company, and therefore there is no opportunity for refund or return. The amount I spend to purchase the Company software is non-refundable.
2. I understand that personal profitability is based on my use of the software and based upon my ability to recognize indicia and promptly execute trades using reasonable computer skills. I recognize that all trades I make are solely at my own risk and further that any decisions to execute trades are done completely at my discretion and are my sole responsibility.
3. Purchase of the Company software or any other product through Company creates a license agreement between purchaser and Company. Said license permits the software to be used on only one computer at a time for the benefit of only one trader. Any reproduction or retransmission of the signal without the express written permission of Company is strictly prohibited. Any sharing of information or signal provided by Company will result in immediate termination of signal without refund of any monies paid. Trading rooms operated by anyone other than Company are prohibited.
4. I further understand and agree that the software signal and or any other product of Company (for example the ONIT Program software or commentary provided by coaches or chat) are provided specifically for me. I agree that in the event the signal, commentary, or anything associated with a product sent to me is copied, transmitted (orally or otherwise), shown (electronically or otherwise) for purposes of influencing a third party to execute a live trade, such will result in the Company being damaged in an amount of not less than one million (\$1,000,000) dollars or such greater amount as may be determined by binding arbitration with the America Arbitration Association. I further agree to be personally liable for such damages.
5. Federal, state, local and Securities and Exchange Commission laws, rules, or regulations particularly SEC Rule 4.41 (B) PROHIBITS ANY PERSON FROM PRESENTING THE PERFORMANCE OF ANY SIMULATED OR HYPOTHETICAL FUTURES ACCOUNT OR FUTURES INTEREST OF A CUSTOMER TRADING ACCOUNT, UNLESS A DISCLOSURE STATEMENT ACCOMPANY THE PRESENTATION. THE STATEMENT DESCRIBES THE LIMITATIONS OF SIMULATED OR HYPOTHETICAL FUTURES TRADING AS A GUIDE TO THE PERFORMANCE THAT A CUSTOMER TRADING ACCOUNT IS LIKELY TO ACHIEVE IN ACTUAL TRADING. COMMISSION RULE 4.41(B)(1)(I) HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN INHERENT LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, SINCE THE TRADES HAVE NOT ACTUALLY BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR-OVER COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN.
6. Trading in the commodities markets involves substantial risk of loss and this is not appropriate for everyone. You should carefully consider your financial condition before trading in these markets and only risk capital should be used. The Company software is used in conjunction with indices traded at the Chicago Mercantile Exchange and other markets. These markets are perhaps the most volatile of all potential markets and often experience large daily price movements. In addition, these markets are often illiquid, making it difficult to execute orders at desired prices. Also, during periods of extreme volatility, trading in these markets may be halted due to so called "circuit breakers" put in place by the exchange to alleviate such volatility. In the event of a trading halt, it may be difficult or impossible to exit a losing position. The best way to

minimize your exposure in such situations is to exit any active trade making yourself flat, cancel all working orders and refrain from trading until normal trading conditions return

7. In addition, market conditions alone may make it impossible to exit a position during a daily trading session, thus creating the possibility of a margin call. Company is not responsible for damages or losses caused by any delays, defects or omissions that may occur in services provided by the Company or any other party. Any content provided by Company shall not be the basis for any claimed damage whether actual, alleged, consequential or punitive. Company makes no representation or guarantee as to products and shall have no liability for any electronic content delivered by any third party, including without limitation its accuracy, subject matter, quality or timeliness.
8. Company makes no claim to the accuracy of the Company software or the percentage of correct trading recommendations declared. Further the Company makes neither claim nor guarantee as to customer/authorized re-sellers success in using the product. Use of the software requires some degree of individual skill.
9. By execution of this agreement I understand that I am solely responsible if I sustain any losses incurred through use of the Company software. All decisions to trade are my sole responsibility. Company is not responsible in any way for any potential losses sustained.
10. I further understand that in the event a decision to establish an account for trading is made, the funds placed in said account should be discretionary. Therefore I herewith declare that I am willing and financially able to sustain any losses possibly incurred through the use of this product.
11. Company is not liable for any financial losses whatsoever including but not limited to delays in signal transmission, delivery or execution of traders orders due to malfunction of communications, traders lack of understanding of terms used in trading, confusion of the rules of trading, facilities problems such as loss of power, computer problems, either related to software or hardware, internet problems or any other cause whatsoever.
12. All activities engaged in by traders are done strictly at his or her own risk. Any and all information furnished customers is provided without responsibility for its accuracy. Company website and all signal information provided shall not be the basis of any claim, or cause of action whatsoever against Company.
13. Any performance relied upon by comparing the Company software to any other product is based upon hypothetical trading information. Hypothetical or simulated performance results have inherent limitations. Unlike any actual performance record, simulated results do not represent actual trading. Also, since actual or real trades have not actually been executed the results may or may not reflect an actual market experience. Company makes no representation that a trading account will or is likely to achieve profits or losses similar to any shown.
14. Any report or article on our web site includes information deemed to be reliable and accurate as of the date of its publication, but no independent verification has been made and we do not guarantee its accurateness or completeness. Any reliance on information contained in these reports is at the sole risk of the readers.
15. In no event shall Company, or any Company re-seller, affiliate, shareholder, officer, director or employee, be liable to me (or anyone claiming for or through me) for any consequential, indirect or special damages; and in no event shall Company aggregate liability exceed \$5995. ANY DISPUTES CONCERNING THE PURCHASE OF ANY PRODUCT FROM COMPANY OR ANY OTHER

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16. Company Refund and Return Policy: There is no refund of the purchase price paid for the Company software or any other of the Company's products. You are purchasing a software package that is downloaded into your computer for use and therefore is not refundable. The use of any portion of a month makes that month non-refundable. By signing this agreement you acknowledge you have read this "no refund" policy and agree to it before purchasing. On physical merchandise no opened packages will be accepted for refunds or returns. On all acceptable items for refund or return in exchange for other merchandise, there will be a 15% re-stocking charge*. If an item is defective, the 15% re-stocking charge will be waived and replacement product will be sent. Notice must be received in writing (E-mail is acceptable) by the Company prior to the 1st day of the month for refund. *Fee not applicable in Hawaii
17. Futures and Foreign Exchange Currency trading contains substantial risk, is not for every trader, and only risk capital should be used. Any form of trading, including options, hedging and spreads contains risk. Past performance is not indicative of future results. Margins are subject to change without notice. No representation is being made that any account will or is likely to achieve profits or losses. There have been no promises, guarantees or warranties suggesting that any trading will result in a profit or will not result in a loss.
18. Practice in using the Company software is essential to success. As the purchaser, I hereby agree that before I fund my trading account and risk real money using the Company system trading live in the market, I will complete two weeks of simulated paper trading and an additional four weeks of simulated platform trading using the Simulation mode on Green Chart and the Demo mode in a practice trading platform provided by the broker of my choosing. I further agree to complete the education given to me with my training materials. I understand that shortening simulated trading time or failing to complete the education provided to me for stock market background information, will result in my failure to be a successful trader.
19. AS THE UNDERSIGNED, I HAVE READ AND UNDERSTOOD AND I DO HEREBY CONFIRM MY INTENT TO ACT WITHOUT DELAY TO IMPLEMENT THE CONTENTS OF THIS AGREEMENT. IN WITNESS HERETO, THE PARTY INTENDING TO BE BOUND HEREBY, HAS CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND SIGNED AS OF THE DAY AND YEAR HEREAFTER WRITTEN OR AGREED TO ONLINE. I HEREBY AGREE TO THE TERMS AND CONDITIONS HEREIN.

Indemnity.

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

Legal Compliance.

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.

No Agency.

You and Company are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Notices.

Except as explicitly stated otherwise, any notices shall be given by postal mail to 711 S. Carson St. STE 4, Carson City NV, 89701 or to the email address you provide to Company during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Company during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

Breach.

Without limiting other remedies, we may limit your activity, immediately remove your bids or item listings, warn our community of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

Fraud.

Without limiting any other remedies, Company may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

THE FOLLOWING DESCRIBES THE TERMS ON WHICH COMPANY OFFERS YOU ACCESS TO OUR SERVICES.

Welcome to the user agreement (the "Agreement" or "User Agreement") for Company. If you reside outside of the United States, the party you are contracting with is Company. This Agreement describes the terms and conditions applicable to your use of our services available under the domain and sub-domains of our site and the general principles for the websites of our subsidiaries and international affiliates. If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access our services.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a member of Company. We strongly recommend that, as you read this User Agreement, you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as a Company user. Please note: By accepting this User Agreement, you also agree that your use of other Company websites will be governed by the User Agreement and Privacy Policy posted on those websites.

We may amend this Agreement at any time by posting the amended terms on the Site. Except as stated below, all amended terms shall automatically be effective 30 days after they are initially posted on the Site. This Agreement may not be otherwise amended except in a writing signed by you and Company. This Agreement is effective upon acceptance in registration for new registering users,

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