

**1. DEFINITIONS**

**Contract** is for the supply of the Services for the monthly memberships which includes the **Platinum Memberships**.

**Contract Price** is the agreed price for the provision of the Services described in Schedule A.

**Intellectual Property** means documentation, specifications, reports, data or information including any software and Services and all Intellectual Property which is confidential and a trade secret.

**Materials** mean all materials used by Us to perform the Services.

**Schedule A** is part of this Contract. Services and trading system are described in Schedule A.

**Sub -Contractor** means any entity with whom We may arrange for the performance of any Services.

**Monthly Memberships** means the membership service outlined in point 12.

**Us, We and Our** means **Key Equity Education Pty Ltd (Trading as "GMT Futures")** ACN 138 982 224 of Level 19, Waterfront Place, 1 Eagle Street, Brisbane, Queensland, 4000, Australia

**You and Your** means the entity that accepts this offer, constituting a binding agreement after completing Schedule A and by checking the box marked "Yes" which requires you to confirm that You accept the terms of this Contract.

**2. YOU MUST:**

- Make payment of deposits and/or payments of the contract Price on the agreed terms.
- Pay the Contract Price free of exchange, without deduction, without claim for refund and be responsible for all additional costs and expenses.
- Accept this Contract, for yourself as well as for all other parties You represent, at the same time You engage Us.
- Be bound by and warrant the accuracy of all descriptions, values and other particulars furnished to Us.
- Be solely responsible for and indemnify Us against any loss or damage caused by the Services.
- Accept all risk and responsibility for the performance of the Services.
- We are not liable for damages or penalties arising from delays in the provision of the Services.
- Limit Our liability to a sum equivalent to the costs of replacing the Materials required for the Services out of which the claim or liability arises.
- Acknowledge that:
  - (a) No one affiliated with Us has guaranteed that utilizing Our monthly membership services will result in profits, or avoid losses;
  - (b) You are aware that trading involves substantial risk;
  - (c) You must fund all accounts exclusively with risk capital;
  - (d) You are aware that We are not registered with the Commodity Futures Trading Commission and are not a member of the National Futures Association, and that You will not be afforded additional regulatory protections;

- (e) You are aware that any technology providers, which You or We may use, are not guaranteed by Us;
- (f) any reliance on information provided by Us is Your sole risk, and if You participate in transactions based on such information, You do so at Your own risk, and that We are in no way responsible for any losses incurred by virtue of Your participation in such transactions;
- (g) You agree to indemnify and hold Us harmless for any acts of a brokers commission merchant, introducing broker, commodity trading advisor, and/or commodity pool operator or individuals;
- (h) You understand that if You open a trading account, We are not responsible for losses incurred by You as the result of adverse market conditions, poor order execution, data feed problems, technical difficulties, market disruptions or suspensions, or any other circumstances which may occur which may have the effect of using the monthly membership services;
- (i) If You open a trading account, You will be charged brokerage commissions per contract, which will limit Your ability to profit;
- (j) If You open a trading account, market conditions may make it difficult or impossible for You to affect trades at desired prices, which will limit Your ability to profit;
- (k) The financial markets can be volatile and that past performance indicators are not necessarily indicators of present or future performance;
- (l) You understand that some trading days are not available due to a US public holiday;
- (m) You will not use any Intellectual Property for any purpose inconsistent with the terms and spirit of this Contract and You must not, disclose to any person or entity, any of Our Intellectual Property;
- (n) You are enrolling in the Platinum membership for the sole purpose of becoming educated with the personal goal of learning to trade and not for reasons associated with competing with Us;
- (o) We have a valid and protectable interest in preserving Our business enterprise of offering a training program that teaches trading methodologies and after You enroll in Our Platinum Monthly Membership, You will not, directly or indirectly, engage in, or have an interest in, the same or competitive line of business, such as, chat room, trading software, or similar business enterprise, now carried on by Us anywhere in the world;
- (p) the information referred to in this Contract may be used to: assess an application by You for credit; assist You to avoid defaulting on Your credit obligations; and/ or notify other credit providers of any default by You;
- (q) the Intellectual Property remains Our property.

**3. YOU MUST NOT:-**

- Withhold payment of any amount due to Us on account of any claim against Us whether admitted or disputed;
- Sell or provide our information or indicators to any person and You acknowledge services provided by GMT Futures for your personal use only;
- Claim for faulty Services unless in writing and made within seven days of the date of provision of the Services;
- Assign, transfer, charge or in any manner make over or purport to assign, transfer, charge or make over this Contract or its rights or any part unless approved in writing by Us;
- At any time use or disclose to any person any confidential information of or relating to Us;
- Circulate, distribute or disclose any intellectual property.

**4. WE MUST:-**

- Perform the Services associated with the Platinum membership.

**5. WE MUST NOT:-**

- Be precluded from raising a debit in respect of any fee or disbursement lawfully due to Us, whether or not any notice was given that further debits were to follow.
- Be liable for damage unless such damage is due to Our direct neglect or default.
- Be liable for damages arising from loss of market or attributable to delay in forwarding or in transit or failure to carry out the instructions given to Us.
- Be liable for any loss arising directly or indirectly from advice given.
- Be liable for any technological interruptions to the training room.

**6. WE MAY:-**

- Claim and recover from You all losses, costs and expenses incurred by Us in consequence, directly or indirectly, of any breach of the Contract on the part of You including the legal costs.
- Terminate this Contract immediately on any of the following events:
  - if You commit a breach of any of the terms or conditions of this Contract;
  - if You enter into liquidation whether compulsorily or voluntarily or compound with its creditors or take or suffer any similar action in consequence of debt;
  - if from any cause We are prevented from performing under this Contract;
  - if You are guilty of any conduct which in the Our opinion is prejudicial to Our interests;
  - if You purport to assign the burden or benefits or charge the benefits of this Contract without Our written consent.

**7. YOU AND WE AGREE THAT:-**

- This Contract is to be governed by the laws set out in Schedule A.
- These conditions apply to all Services supplied by Us to You unless expressly varied in writing by Us.
- Ownership of all Materials remains with Us and does not pass to You.
- We are not liable for any consequential damages or loss of whatsoever nature in any circumstances.
- The Contract constitutes the only agreement between Us and You.
- You have not been induced to enter into this Contract by any representations made by Us.
- References to this document include its recitals and any schedule or annexure.
- It is the intention of the parties that this document shall take effect as an agreement.
- We have devoted a substantial amount of time and effort, and have incurred substantial costs in developing the training materials, support services, and all the information developed in connection with the training (“Intellectual Property”).
- Our Intellectual Property includes, without limitation, the training program, all written training materials, marketing, advertising materials and methods, trading methods developed by Us and its business associates, methods of operations, publications, and business practices. We derive economic value, both actual and potential, from not having its Intellectual Property generally known or ascertainable by other persons who can obtain economic value from its disclosure or use. Additionally, We have made substantial efforts to ensure that Intellectual Property remains secret.
- The monthly membership cost of Platinum is USD \$295 in Schedule A is automatically renewed for a further 1 month unless You provide Us with 30 days’ notice.

# SCHEDULE A

Key Equity Education Pty Ltd (Trading as "GMT Futures") ACN 138 982 224 of Level 19, Waterfront Place, 1 Eagle Street, Brisbane, Queensland, 4000, Australia

## A. Services We Offer

We offer you a monthly membership designed to educate You regarding trading techniques, to be utilised in trading certain Futures Contracts, Forex and other selected markets that We may provide as part of the Platinum membership. We do not provide the data feed, broker services, and do not provide personal financial or investment advice.

## B. Your Particulars:

Title:  Mr  Mrs  Ms  Dr  Other: \_\_\_\_\_

Given Name: \_\_\_\_\_

Family Name: \_\_\_\_\_

DOB: \_\_\_\_\_  Male  Female

Address (1): \_\_\_\_\_  
\_\_\_\_\_

Suburb/Town: \_\_\_\_\_

State/Province: \_\_\_\_\_ Postcode/Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Address (2): \_\_\_\_\_  
\_\_\_\_\_

Phone (Day): \_\_\_\_\_ (Home): \_\_\_\_\_

Mobile/Cell: \_\_\_\_\_

Email: \_\_\_\_\_

How did You first learn about GMT? \_\_\_\_\_

## C. Applicable Law: Queensland State, Australia

## D. Payment Details:

In consideration for Us providing the option of a monthly membership, as outline in section 12, You agree to pay to Us an amount of:

**USD \$295 per month** payable in advance of receiving the chosen membership of Platinum.

- (1) You will be registered for the GMT Futures Website with access appropriate to Platinum Membership. Ongoing membership lasts for the life-time of GMT Futures or until you cancel the membership. You can cancel at anytime, there is no lock in period.
- (2) You acknowledge that the monthly fee is automatically charged / debited, on the same day each calendar month, until you cancel the subscription by way of a written request to GMT Futures administration at email address [info@gmtfutures.com](mailto:info@gmtfutures.com)

## E. Term:

This Contract will continue from the date of signature and will be renewed monthly until such time as GMT Futures receives a written request to cancel membership subscription.

**Do you accept the terms of this Contract?**

YES  NO (Tick appropriate box)

## F. Method of Account Payment:

Credit Card  Cheque  Cash  Other

You agree to pay GMT Futures:

\$ \_\_\_\_\_, via:

MasterCard  Visa

Please charge me a total of USD\$ \_\_\_\_\_ from my credit card:

Name on Card: \_\_\_\_\_  
First 4 and last 4 \_\_\_\_\_  
Credit Card Numbers \_\_\_\_\_  
Expiry Date: \_\_\_\_\_/\_\_\_\_\_

Enclosed is my cheque for a total of USD\$ \_\_\_\_\_

Other payment method: \_\_\_\_\_  
for USD\$ \_\_\_\_\_

By signing below, You confirm that You will pay for the GMT Futures platinum membership service(s) by the method selected above and You agree to pay GMT Futures, the monthly subscription until requested cancellation, as per the payment method selected at F. above. You authorise GMT Futures to provide You with an auto debit facility for payment of this monthly fee.

The information which is required to enable Us to commence is you:

- Apply for the opening of a credit ledger account and provide this information in support.
- Authorise the merchant provider to deduct all payments pursuant to the method and amounts set out in F and D above.
- The information given to Us is true and correct.
- Agree to abide by the GMT Futures member terms and conditions
- Understand that this application is made subject to acceptance by Us.

Your Name: \_\_\_\_\_

Your Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Office Use Only:**

## 1. Risk Disclosure and Disclaimer:

- (a) The information contained in GMT Futures website is compiled for the convenience of the sites visitors and subscribers and is furnished without responsibility for its accuracy. The site's visitors and subscribers access to information contained in this web site is on the condition that errors or omissions shall not be made the basis any claim, demand, or cause of action against GMT Futures or anyone affiliated therewith.
- (b) The performance relied upon by GMT Futures, is based on hypothetical trading performance information. With respect to such performance, please note the following:
- (c) 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, any, of certain market factors, such as lack of liquidity. Simulated trading programs in general area also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that an account will or is likely to achieve profits or losses similar to those shown.
- (d) Any report presented on the GMT Futures website includes information from sources believed 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 accuracy or completeness. Opinions expressed are subject to change without notice. Any reliance on information contained in these reports is at the sole risk of the readers. Any reproduction or retransmission of this report without the express written consent of GMT Futures is strictly prohibited.
- (e) Trading in the commodities markets involves substantial risk and YOU CAN LOSE A LOT OF MONEY, and thus is not appropriate for everyone. You should carefully consider your financial condition before trading in these markets, and only risk capital should be used.
- (f) The GMT Futures trading methods are designed to trade various Futures, Currency, and the major stock indices. These markets are perhaps the most volatile markets traded on any exchange in the world, and often experience large daily price movements. In addition, these markets can be illiquid, excluding Foreign exchange markets, 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 CME to alleviate such volatility. In the event of a trading halt, it may be difficult or impossible to exit a losing position.

## 2. Online Training Centre Non-Disclosure and Disclaimer Statement:

- (a) GMT Futures systems are speculative trading techniques designed to buy and sell markets. No claims as to past, present or future profitability of these alert services or other GMT Futures methods 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.

- (b) All information in the platinum monthly memberships is provided for educational purposes only. Any trades placed upon reliance on GMT Futures trading 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.
- (c) This is not an offer to buy or sell futures, options or commodity interests.
- (d) The Program information provided by GMT Futures is based on historical 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 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. Stop trading a system or method if it doesn't fit your trading style and find you cannot follow the trading plan.

## 3. System Indicators and Strategies

- (a) All strategies and indicators are for educational purposes only and are not to be construed as an offer to buy nor sell future contracts.
- (b) This is not a financial advisory service.
- (c) Traders assume full liability for all trading risks and outcomes.
- (d) GMT Futures or its employees and associates are not responsible for any loss or profit.

## 4. All the information, software, content, products and services at GMT Futures are provided on an 'as is' and 'as available' basis, with no warranties of any kind. GMT Futures expressly disclaims any and all warranties, express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement.

- 5. GMT Futures 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, GMT Futures 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 GMT Futures content or Third Party content.

## 6. Subscription Agreement

- (a) Subscribers agree to pay a monthly subscription fee and agree to the Terms of Use of the GMT Futures website. They govern use of our site by registered subscribers. Once you authorize us to charge your credit card the monthly fee on our behalf and you register with GMT Futures (registration constitutes your agreement to this Subscription Agreement and the Terms of Use), you will be given access to the GMT Futures website and associated benefits as per platinum membership.

(b) Cancelling Your Subscription

- If you wish to cancel your paid subscription with us, simply send us a request via email to cancel your subscription at least 30 days before the time of your expiration. 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.
- GMT Futures 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 are not honored, or if GMT Futures is no longer authorized to charge your credit card.
- Upon cancellation, you will be denied further access to the restricted portion of the GMT Futures Website. GMT Futures will have no obligation to return any portion of the subscription fees you have paid prior to cancellation.

**7. Duration of Our Agreement**

- (a) This Subscription Agreement and the Terms of Use, as well as your authorization to GMT Futures to charge your credit card for subscription fees on GMT Futures' behalf (until cancellation), will continue month to month as long as you are a subscriber.

**8. Your Limited User License**

- (a) No subscriber or other user is allowed to copy, sell, license, modify, distribute, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, create any of the materials or Site Content on our site or any derivative works from or use the Site Content, in whole or in part, except as is expressly authorized by this license.

**9. Prohibited Postings and Comment**

- (a) 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. GMT Futures reserves the right to deny posting privileges or other access privileges, including without limitation revocation and cancellation of subscription, for violating these conditions.
- (b) 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.

**10. Access and Interference**

1. 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.
2. 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 GMT Futures.

**11. Other Terms, Conditions and Provisions**

1. The Subscription Agreement and these Terms of Use together constitute an additional agreement between you and GMT Futures and the prior agreement between you and GMT Futures will remain in effect.
2. 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 to the GMT Futures' Website unless such other person/s is a paid monthly member. 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.

**12. Membership Options**

1. **Platinum \$295 Per Month**
  - Live training session/s **what's hot update.**
  - Ongoing Tech support – Max 1 hour per month.
  - Continued access to the members' area.
  - Ongoing strategy updates and improvements.
  - Access to the all systems library
  - System performance tracker indicator