



**Broker Junction, Series L.L.C.
Terms of Business & Use
of the
“Speculate & TrailTrade” Program**

The Terms of Business & Use for Broker Junction, Series L.L.C.’s (“BJS” hereafter) Speculate & TrailTrade Program set forth the conditions pursuant to which the undersigned (“Customer” and/or “you” hereafter) may make use of the Copy-Trading Services offered by BJS as the Customer’s Introducing Broker (IB). You will be provided access to the Program only upon your acceptance of these Terms of Business & Use of the Speculate & TrailTrade Program and your consent per your signature to your Retail Foreign Exchange Dealer’s (RFED) “Fee Acknowledgement Form”, if you trade Spot FX contracts, or your Futures Commission Merchant’s (FCM), if you trade Futures & Options contracts, or other eligible financial institution’s, if you are trading fx and/or futures & Options (on Futures) contracts in a non-U.S. jurisdiction, as a non-U.S. Citizen via BJS. These Terms of Use constitute a binding agreement between you, a self-directed, online trading account “Customer”, (also referred to as “HeadTrader” and/or as “TrailTrader”) and your Introducing Broker (“IB”) upon execution of this Agreement for BJS’s Speculate & TrailTrade Program and your acceptance of BJS’s Customer-IB Agreement.

1. Customer-IB Agreement

BJS’s Speculate & TrailTrade Program is only available for customers who: 1) filled out and signed BJS’s online Account Opening Form electronically at www.broker-junction.com, or 2) filled out and signed BJS’s Account Opening Form in hardcopy format and mailed the hardcopy to Broker Junction, Series L.L.C., 75 Maiden Lane, Suite 221, New York, NY 10038, USA, or scanned the hard-copy version and emailed it to info@broker-junction.com, or faxed it to +1.917.456.3456.

Additionally, a Customer who takes part in BJS’s Speculate & TrailTrade Program becomes an Introducing Broker Customer of BJS, without any limitations, only, if he/she/it also acknowledges and accepts BJS’s binding Customer-IB Agreement before funding his/her/its self-directed trading account. Customer’s use of the Speculate & TrailTrade Program is subject to the terms of Broker Junction, Series L.L.C.’s “Customer-IB Agreement”, which Customer has entered into with BJS. In addition to these Terms of Business & Use, the terms of Broker Junction, Series L.L.C.’s Customer-IB Agreement are incorporated by reference in, and made a part of, these here described Terms of Business & Use where and when applicable.

2. Special IB Services & Products

a. BJS’s Speculate & TrailTrade Program is a “Special IB-Service” offered by BJS in conjunction with its “Special IB-Product”, a trading platform called “idealTrader!™”, offered to its Customers, as either “TrailTraders™” and/or “HeadTraders™” interested in utilizing BJS’s Copy-Trading Services only! The idealTrader! is a trading platform capable of copying (i.e. mirroring) trades placed in one account into one or many other accounts. All Customers may act as HeadTraders and/or TrailTraders at all times. A HeadTrader places trades in his/her/its own discretion in his/her/its self-directed trading account, while a TrailTrader allocates all or certain portions of the funds in his/her/its self-directed trading account to one single HeadTrader, or to a number of HeadTraders for trade replication purposes into respective TrailTrader’s self-directed trading account. HeadTraders agree and acknowledge that they themselves are responsible for their trading decisions and the outcome of their personally designed trading program(s), at all times. Furthermore, TrailTraders agree and acknowledge that they too bear sole responsibility for the trading performance realized in their accounts as they independently select which HeadTraders to copy and which not to copy, as well as when to place trades by themselves and when not to. As such, all Customers no matter if they act as HeadTraders or as TrailTraders are responsible for the outcome of their personally designed trading program(s), at all times.

TrailTraders have the ability to revise the functionality of their “personally” designed

trading program(s) for automatic and/or semi-automatic (i.e. manual) execution according to instructions presented to TrailTraders by BJS staff-members and/or by using the idealTrader!'s "Help Menu" to read up on how to best revise, adjust and/or turn-off some or all functions of the idealTrader!. All Customers making use of BJS's Copy-Trading Services agree to accept sole responsibility for all decisions they make as well as all changes that they implement to their personally designed trading programs at all times, and all outcomes resulting from any deliberate decisions and subsequent changes that same Customers make at all times. TrailTraders can turn off and are free to turn off the copy-trading feature of the "idealTrader!" at any time. Each TrailTrader is solely responsible for setting his/her/its own risk controls for his/her/its "personally" designed trading program for automatic and/or semi-automatic (i.e. manual) execution according to instructions given to them by BJS staff-members and/or in accordance with the procedures described in the idealTrader!'s "Help Menu" as in effect at any given time and subject to change from time to time. At no time will information given from the idealTrader!'s features, "Help Menu", or from any BJS staff member be interpreted by any Customer as constituting, in part or in whole, financial advice for any Customer to trade in any particular direction, advice to invest in any particular forex and/or futures and/or options contract, or advice to revise any Customer's risk tolerance, or advice or suggestion for the Customer to take on new trading positions or programs, or make adjustments to his/her/its existing "personally" designed trading program or any components thereof. Broker Junction and all BJS staff-members are hereby exempt from all losses suffered in any Customer's account as a result of any error made due to the Customer's failure to follow directions to trade as shown in the idealTrader!'s "Help Menu" or directions given to them by a BJS staff-member.

a. As a "Special IB-Service", BJS tracks every Customer's "live" trading performance over time in its data center. Using your data, BJS may calculate and produce statistical data and charts for presentation purposes to other Customers, which you herewith allow to be displayed on BJS's website and/or directly on its trading platform, called the "idealTrader!".

b. As another "Special IB Service", BJS offers all HeadTraders the opportunity to present

their trading programs in Live Presentation Sessions powered by Citrix Systems, Inc. to other Customers (foremost TrailTraders) twice a year free of charge. Additional webinar presentation sessions, seating 50 other Customers (probably TrailTraders), come at a charge of \$39 per session to the Customer(s), who are interested in presenting their trading program(s) and trading style to others. TrailTraders interested in finding out more about the particular HeadTrader(s) they find interesting have the opportunity to register for BJS-promoted live web-conference sessions, where HeadTraders present themselves and/or their trading programs. TrailTraders have to contact BJS in order to schedule appointments and register for live web-conferencing sessions of the preferred HeadTraders of their choice. Registration for "live" web-conference sessions depends on any HeadTrader's decision to offer a live presentation of their trading program(s) and seat availability in web-conference sessions for same HeadTrader's live presentation and therefore registration for any web-conference sessions is in no way guaranteed by BJS, or Customer (HeadTrader or TrailTrader) to any other Customer (HeadTrader or TrailTrader). BJS and all of its staff members will not be held responsible or liable for any losses incurred in any accounts as a result of any statements made during these web-conference sessions and any trading activities initiated by HeadTraders during any of their web conference sessions that were replicated within a TrailTrader's account and subsequently produced losses for the TrailTrader within any such accounts. TrailTraders will be solely and fully responsible for deciding whether to follow any advice given and/or trade placed by any HeadTrader and are advised that BJS cannot guarantee the truthfulness or accuracy of any statements made by HeadTraders during any web-conference session sponsored or promoted by BJS.

3. HeadTraders and TrailTraders

Anyone interested in becoming a BJS Customer and registering as a HeadTrader, may do so. Anyone interested in becoming a BJS Customer and registering as a TrailTrader, may do so as well. Anyone interested in registering in both categories, may also do so. All Customers using BJS's Copy-Trading Services are either HeadTraders or TrailTraders, or both, always. TrailTraders typically copy trades of HeadTraders, but HeadTraders are free to copy TrailTraders or other HeadTraders as well if they

like to. Any Customer can/may copy trades of any other Customer at any time. From day one (1) on, any account's trading performance (and other statistical data), no matter if the account holder acts as a HeadTrader or TrailTrader, is displayed on BJS's website as a graphical illustration, and/or on BJS's trading platform, called the "idealTrader!". Full names and true identities of all Customers are only displayed alongside their respective trading performance and other statistical data pertaining to their respective self-directed trading accounts, if they are CFTC-registered and members of the National Futures Association (NFA) in any capacity. Otherwise Customers' full names and true identities are not displayed, but rather Nicknames or Identification Numbers are used to distinguish between duly registered industry professionals (whose full names are displayed), and those Customers who are not duly registered industry professionals and whose full names are therefore not displayed. Once a Customer's trading performance is displayed on BJS's website, or on the "idealTrader!", other Customers, and TrailTraders in particular, may decide to copy trades of other trading Customers, by using the automatic or semi-automatic (i.e. manual) copy-trading capabilities of the "idealTrader!". All Customers are free to build their personalized, automated or semi-automated trading programs, which will automatically or semi-automatically copy buy/sell orders (in Spot Forex and/or Futures and/or Options on Futures contracts) as placed by one or more other Customers into their respective self-directed trading accounts. Any Customer may also decide to stop copying trades of others at any time. Alternatively, any Customer may trade entirely on his/her/its own without copying anyone else at all. Another alternative is to use part of their own funds to trade on his/her/its own and to allocate the remaining portion of his/her/its own funds to copy trades of one or more other Customers. Note: Past statistical performance data and any graphs/charts based on such past statistical performance data displayed on BJS's website or on the idealTrader! (trading platform) are based on all past trading activities, no matter if they were placed by the account holders themselves or copied from other Customers!

4. Restrictions to Copy Trading

a. BJS reserves the right to suspend or terminate any Customer's participation in its Speculate & TrailTrade Program, be they trading in their

capacity as a HeadTrader or a TrailTrader, or both. There is no assurance that any Customer's self-directed account will continue to be available for any other Customer's copy-trading purposes into his/her/its respective self-directed trading account.

b. Any Customer may also decide to terminate his participation in the Speculate & TrailTrade Program at any point in time. If, as a result of any of the above actions described, future trade decisions to be made in any Customer's self-directed trading account are no longer available for copy-trading needs of other Customers, BJS will provide all Customers advance notice via email to the extent possible of the discontinuation of such Customer's trades due, including the effective date and time at which trades stemming from such self-directed trading account will no longer be available for copy-trading purposes. You, as a Customer, are responsible for deciding whether to make any changes to your personally designed trading program in your self-directed account in such case. You, as a Customer, are responsible for all outcomes resulting from any changes you make to your personally designed trading program in your self-directed account in such case still. BJS shall not be held liable or responsible for any losses realized in any Customer account due to BJS's decision to close an account that was/is being copied.

5. Customer Responsibilities

a. BJS's Speculate & TrailTrade Program and particularly the idealTrader!™ trading platform are subject to trading controls, which all Customers decide to implement by their own discretion within their self-directed accounts. Any Customer is solely responsible for designing his/her/its automated or semi-automated trading program in his/her/its self-directed account. In doing so, all Customers assume sole and full responsibility for selecting one or more other Customers, whose trading activities they want to copy. As a Customer, you are responsible for monitoring the statements and trade confirmations you receive from your RFED if you opened a self-directed spot-fx trading account, or from your FCM, if you opened a self-directed Futures & Options trading account, or from another eligible financial institution, if you are trading fx and/or futures & Options contracts in a non-U.S. jurisdiction, as a non-U.S. Citizen, via BJS on a timely basis. You agree to verify whether trades found on your account statement are accurately accounted for on a daily basis. It

is your obligation to report trading errors found on your statement to your IB and/or your FCM or RFED, or other eligible financial institution within 24 hours after you have received your account statement. BJS as your IB will deem all trades reported on your account statement as accurate should you fail to report faulty trades within 24 hours after you received account statement. Should your account incur losses as a result of your failure to report faulty trades within 24 hours after you have received your account statement, BJS will not be liable or responsible for said losses.

6. Customer Account

You must designate a Retail Foreign Exchange Dealer (RFED), if you look to trade a self-directed spot-fx trading account, or a Futures Commission Merchant (FCM), if you are interested in trading your self-directed Futures & Options trading account, or other eligible financial institution, if you are trading fx and/or futures & Options contracts in a non-U.S. jurisdiction, as a non-U.S. Citizen, via BJS for which, BJS acts as your Introducing Broker (IB) should you be interested in: 1) participating BJS's Speculate & TrailTrade Program as a TrailTrader and/or HeadTrader and 2) designing your personal trading program for automatic or semi-automatic (i.e. manual) copy-trading order execution. You are solely and fully responsible for monitoring the statements and trade confirmations you receive from the RFED and/or FCM (and/or other eligible financial institution, if you are trading Forex and/or Futures & Options contracts in a non-U.S. jurisdiction, as a non-U.S. Citizen) of your self-directed trading account(s) on a timely basis to verify whether any trading errors have occurred. As mentioned before, BJS as your IB, will deem all trades reported on your account statement as accurate should you fail to report faulty trades within 24 hours after you received account statement. Should your account incur losses as a result of your failure to report faulty trades within 24 hours after you have received your account statement, BJS will not be liable or responsible for said losses.

7. Implementing Your Personal Program

You agree to follow the instructions provided to you in the "idealTrader!'s Help Menu when implementing trading controls of your personally designed trading program in your self-directed trading account and to abide by BJS's Website Terms of Use in connection with your use of BJS's Speculate & TrailTrade

Program to build, modify and run your personally designed and automatically or non-automatically (i.e. manually) executed trading program. You are fully and solely responsible for determining when to run your personally designed program and when to stop running it too, and you are responsible for activating and turning off your personally designed program in accordance with instructions explained to you by BJS staff and described in the idealTrader!'s "Help Menu". BJS will not be held responsible for implementing your personally designed trading program for you and will not be held liable for any losses resulting from changes you have made in your personally designed trading program that resulted in losses.

8. Order Transmittal

BJS will run Customers' personally designed trading programs for automatic and semi-automatic (i.e. manual) order execution, in BJS's data center as a service. As a Customer, your personally designed trading programs are designed to run automatically or semi-automatically (i.e. manually), depending on the settings you select in Forex and/or Futures and/or Options orders to be copied from one or more other Customers' self-directed trading accounts into your own self-directed trading account(s). BJS's idealTrader!™ trading platform allows TrailTraders to take advantage of automatically or semi-automatically (i.e. manually) copying buy and/or sell orders based on a) contract/lot size to be copied, b) the account funding levels, c) the proportion of funds a Customer, when acting as a TrailTrader allocates to each Customer account that he/she/it intends to copy, and d) the trading controls in such TrailTrader's personally designed and automatically and/or semi-automatically executed trading program. You hereby authorize and direct BJS to electronically transmit each Forex and/or Futures and/or Options order that your personally designed trading program generates (automatically or semi-automatically, i.e. manually) to your respective RFED if you trade Spot FX contracts or to your FCM, if you trade Futures and/or Options contracts, or to any other eligible financial institution, if you are trading fx and/or futures & Options contracts in a non-U.S. jurisdiction, as a non-U.S. Citizen, for execution in your self-directed trading account at your risk. You agree and acknowledge that each Forex, Futures and Options order produced by your personally designed trading program is an order

placed, and specifically authorized, by you as a Customer, no matter if you act as a HeadTrader or TrailTrader. You agree and acknowledge, that neither BJS nor any other Customer exercises any sort of trading discretion over your self-directed trading account, but you.

9. Commissions - Futures

As a Customer, trading Futures contracts, you agree to pay BJS the following round-turn (RT) Commissions per contract traded (incl. Exchange & National Futures Association fees):

Account Size in \$	RT Commission
> 3,000 but < 25,000	\$15.00
> 25,000 but < 50,000	\$12.50
> 50,000 but < 150,000	\$9.50
> 150,000	\$8.50

BJS may revise from time to time upon thirty (30) days advance written notice to you the above displayed Commissions charged to Customers. Note: At the time of your account opening you will need to sign your FCM's or BJS's "Fee Payment Authorization Form", whereby you will acknowledge that the above-displayed fees will be charged to you and whereby you will allow your FCM to pay above displayed round-turn Commission per contract traded directly out of your self-directed futures-trading account to BJS.

BJS will pay out to Customers 15% of the round-turn commissions charged per contract to your self-directed futures-account by BJS, as illustrated in above table, if and only if, such Customer is CFTC-registered and a Member of the National Futures Association and in case such Customer: 1) trades his/her/its own self-directed account, or 2) trades a third party's account, (as long as such third party authorized them to trade on their behalf by granting them power of attorney to trade) and 3) is copied by one or more other Customers (i.e. TrailTraders). All CFTC-registered Customers acknowledge that they do not receive any other payment from BJS.

10. Commission - Options on Futures

As a Customer, trading Option contracts on Futures, you agree to pay BJS the following round-turn (RT) Commissions per contract traded (incl. Exchange & National Futures Association fees):

All Account Sizes & Expirations	\$45
---------------------------------	------

BJS may revise from time to time upon thirty (30) days advance written notice to you the above displayed Commissions charged to Customers. Note: At the time of your account opening you will need to sign your FCM's or BJS's "Fee Payment Authorization Form", whereby you will acknowledge that the above-displayed fee will be charged to you and whereby you will allow your FCM to pay above displayed round-turn Commission per contract traded directly out of your self-directed futures-trading account to BJS.

BJS will pay out to Customers 20% of the round-turn commissions charged per contract to your self-directed options-account by BJS, as illustrated in above table, if and only if, such Customer is CFTC-registered and a Member of the National Futures Association and in case such Customer: 1) trades his/her/its own self-directed account, or 2) trades a third party's account, (as long as such third party authorized them to trade on their behalf by granting them power of attorney to trade) and 3) is copied by one or more other Customers (i.e. TrailTraders). All CFTC-registered Customers acknowledge that they do not receive any other payment from BJS.

11. Commissions - Spot FX

As a Customer, trading Spot-Forex contracts, you agree to pay BJS the following round-turn (RT) Commissions per Contract traded:

Contract Size	RT Commission
Mini Spot-FX Contract (10k)	\$1.00 per Contract
Standard Spot FX Contract (100k)	\$10.00 per Contract

BJS may revise from time to time upon thirty (30) days advance written notice to you the above-displayed Commissions charged to Customers. You acknowledge that the round-turn commissions charged by BJS as a form of compensation are separate from the compensation that BJS receives from your RFED, or other eligible institution described in the Customer Agreement. Note: At the time of your account opening you will need to sign your RFED's "Fee Acknowledgement Form", whereby you will acknowledge that the above-displayed

fees will be charged to you and whereby you will allow your RFED to pay above displayed round-turn Commissions per contract traded directly out of your self-directed fx-trading account to BJS.

BJS will pay out to Customers 40% of the round-turn commissions charged to your self-directed fx-account by BJS, as illustrated in above table, if and only if, such Customer is CFTC-registered and a Member of the National Futures Association and in case such Customer: 1) trades his/her/its own self-directed account, or 2) trades a third party's account, (as long as such third party authorized them to trade on their behalf by granting them power of attorney to trade) and 3) is copied by one or more other Customers (i.e. TrailTraders). All CFTC-registered Customers acknowledge that they do not receive any other payment from BJS.

12. Commissions paid to CFTC-registered Participants & Conflict of Interest

As a Customer you herewith acknowledge that BJS disclosed to you the potential conflict of interest that CFTC-registered Customers are subjected to, when they are being copied by you, due to the fact that they receive a portion of the commissions charged to your self-directed trading account as compensation from BJS.

13. Risk Disclosure for Self-Directed Accounts & No-Trading-Advice Clause

There is Risk in Trading Forex, Futures & Options -- Past performances are not indicative of future results! Customers know that all displayed performances, whilst real, are historical in nature and may not be repeatable. All Customers are aware of the fact that trading performances and statistical data displayed for other Customer Accounts on BJS's website or on the "idealTrader!" are in no way meant to induce or encourage anyone to trail and copy any other Customer's trades. All Customers may alternatively place their own self-directed buy and/or sell orders based on their own trading skills and research and in their sole discretion at all times without copying anyone.

You, as a Customer, agree and acknowledge that neither BJS, nor any other Customer is offering or will ever offer any advice to you on how to design your personal trading program in your self-directed Trading Account, and that you are not relying on any such advice to be

given. As a Customer, you furthermore agree and acknowledge that neither BJS, nor any other Customer has any discretionary trading authority (or limited power of attorney) over your self-directed trading account.

14. Display of Non-Professional Customers' Trading Performances

When presenting trading results and performance charts of nonprofessional, non-CFTC-registered Customers on BJS's website or elsewhere or on the idealTrader!, BJS will not reveal such Customer's real identity and full name. An Identification number and/or nickname will be displayed instead, so as to comply with Part 4 of the Exemptions Rules from Commodity Trading Advisor and Commodity Pool Operator Registrations with the Commodity Futures Trading Commission (CFTC Act, §4.14, A10, and § 4.13, A2 respectively).

As a nonprofessional, non-CFTC-registered Customer and Trader, you are not allowed to have your trade signals copied by more than 15 other Customers, if you are a U.S. citizen, at any given point in time. In addition, the total amount of assets copying you is to not exceed \$400k in total, if he/she/it is a U.S. citizen (or in case of a legal entity, a U.S.-registered Inc. or LLC). Non-CFTC-registered Customers, who are not U.S. citizens, may be copied by up to 15 other Customers, who are U.S. citizens only, but the number of non-U.S. citizens replicating them is not limited. For non-professional, non-CFTC-registered, non-U.S. citizens who make use of BJS's Copy-Trading Services and act as HeadTraders, the total amount of assets of Customers acting as TrailTraders and copying them is not limited to \$400k. BJS monitors the number of Customers who act as TrailTraders and copy non-licensed and non-CFTC-registered HeadTraders, as well as the total amount of copying funds of any single HeadTrader and reserves the right to halt any HeadTrader's copy-trading signals due, if above described conditions are not met at any point in time and without further notice, unless such HeadTrader is a CFTC-registered professional Asset Manager, like a professional Commodity Trading Advisor, or Commodity Pool Operator, or an Associated Person of another CFTC-registered entity and/or a member of the National Futures Association (Should you as a non-professional be interested in becoming CFTC-registered and a member of the National Futures Association, please contact Broker Junction's Compliance Manager for more information).

15. Display of Professional HeadTraders' Trading Performances

All CFTC-registered individuals or legal entities and/or sole proprietors, who are also members of the National Futures Association (NFA), may become Customers (i.e. HeadTraders and/or TrailTraders) and participants of BJS's Speculate & TrailTrade Program. BJS presents trading results including performance charts of duly registered HeadTraders (as described above), including their real identities and full names on BJS's Website or on the idealTrader!, unless BJS is instructed to do otherwise by the respective CFTC-registered individuals or legal entities. Professional HeadTraders are not restricted by the number of TrailTraders replicating their trades, nor by the amount of funds copying them.

16. No Guarantee

You, as a Customer acknowledge that neither BJS, nor any other Customer makes or has made any guarantee that trading results will be profitable or free from loss, when you copy anyone's trades automatically or semi-automatically (i.e. manually). When you act as a TrailTrader, you understand that your trading results will depend on many factors, such as slippage (which refers to any deviation in buying or selling prices from HeadTraders' originally placed orders, be they market, limit or stop, or buy stop or sell stop, or buy-stop-limit or sell-stop-limit or any other kind of orders), account balance, the trading controls you have implemented, market behavior, and the spreads and commissions charged by RFEDs if you trade spot-fx contracts, or FCMs if you trade Futures & Options contracts, or other eligible Financial Institutions, if you are trading fx and/or futures & Options contracts in a non-U.S. jurisdiction, if you are a non-U.S. Citizen via BJS. Broker Junction cannot guarantee that Customers will always place profitable trades or that systems will always perform without errors. Therefore, BJS cannot be held responsible for losses in any Customer's self-directed account due to factors outside of BJS's control, including but not limited to a HeadTrader's choice to place trades that result in losses, a HeadTrader's strategy being used incorrectly by a Customer acting as a TrailTrader, which result in losses, market or economic factors that turn against any Customer's positions, or technical issues arising within the "idealTrader!", or within the systems of any RFED, if you trade spot-fx contracts, or FCM,

if you trade Futures & Options contracts, or any other eligible financial institution(s) , if you trade Forex and/or Futures & Options contracts in a non-U.S. jurisdiction, if you are a non-U.S. Citizen, via BJS, that result in losses in your self-directed account.

17. Risk Disclosure Acceptance

As a Customer and participant in BJS's Speculate & TrailTrade Program, you acknowledge that you understand the speculative nature of and high risks associated with Forex, Futures and Options trading and that the loss of your entire investment, should that become the case, does not lower your standard of living. You further acknowledge that you have read and understand BJS's Risk Disclosure Statement as presented on BJS's website and as it is attached to BJS's Customer-IB Agreement.

18. Disclaimer of Warranty & Limited Liability

BJS's Speculate & TrailTrade Program is provided as is and as available and without any warranty of any kind. The entire risk arising out of the use or performance of BJS's Speculate & TrailTrade Program remains with Customer(s) as such. In no event shall BJS or its licensees be liable for any claim whatsoever arising out of the use of, or inability to use BJS's Speculate & TrailTrade Program, even if BJS has been advised of the possibility of such full or partial liability by any third parties. Participation in the Speculate & TrailTrade Program or the usage of any material published or displayed by BJS, on its website or elsewhere in reference to the Speculate & TrailTrade Program is done at Customers' own discretion and risk. Customers shall be solely responsible for all of their actions and all resulting changes when participating in BJS's Speculate & TrailTrade Program and utilizing the idealTrader! trading platform. All Customers indemnify BJS, of any harm, damages, or loss, including the loss of their entire investment that may result from becoming a Customer, using BJS's services as their IB and provider of the Speculate & TrailTrade Program and the idealTrader! trading platform. Customers furthermore agree to fully indemnify and hold BJS and its Associated Persons, affiliates and licensees harmless from any and all claims, damages, liabilities, losses, costs and expenses that may result from such activities. As a Customer, you further agree that neither BJS, nor any other Customer shall be liable for any trading losses or other costs, expenses or losses,

including the loss of your entire investment that you may incur as a result of trading pursuant to your “personally” designed trading program, whether or not due to the unavailability of one or more HeadTraders’ trade signals, losses incurred by copying the trades from one or more HeadTraders’ accounts that also have produced losses for the HeadTrader(s) him/themselves, or BJS’s discontinuation of its services.

the masculine, feminine or neuter gender include each other gender, unless the context expresses a clear contrary intention. Use of the term “including” is by way of example and not limitation.

19. Termination

Upon termination of a participating Customer’s account by either the Customer or BJS in writing (i.e. via Fax or Email or certified mail), the “Terms of Business & TrailTrade Program and the Customer-IB Agreement and the Agreement they both comprise will remain in effect for a period of 30 days after the termination notice was delivered to the other party. Essentially, termination will become effective on the 31st day after the dated date that the written termination notice was sent out to the other party.

Client Signature

Print Name

Client Signature - (If, Joint Account)

20. Unenforceability of Provisions

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Print Name

21. Entire Agreement

The herein presented Terms of Business & Use of the Speculate & TrailTrade Program together with the Customer-IB Agreement and other documents referenced herein, contain the entire agreement between the parties, and supersede any prior agreement between the parties between, with respect to the subject matter hereof.

22. Financial Resources

As a Customer, you confirm that you have the financial resources to enter into this agreement represented by the Terms of Business & Use of the Speculate & TrailTrade Program and to trade your self-directed account pursuant to your “personally” designed trading program for Automatic Order Execution.

23. Headings; Construction

The section headings herein are for convenience of reference only and shall not be deemed to interpret or modify the provisions of these Terms of Business & Use. Terms used in the singular include the plural and vice versa and references to