

ATRADER/EMINISHARK Disclaimer 1-4-2012

1. Customer Agreement:

Customer understands and acknowledges that this Agreement ("Agreement") governs the relationship between Customer and ATRADER/EMINISHARK (ATRADER/EMINISHARK and all associated partners, employees and other associated persons) and sets forth the terms and conditions governing Customer's ATRADER/EMINISHARK software. Customer agrees to monitor the ATRADER/EMINISHARK website at <http://www.atrader.org> frequently for available information regarding ATRADER/EMINISHARK's services. To the extent that this Agreement varies from any material provided on the ATRADER/EMINISHARK website, this Agreement controls and Customer must abide by the terms of this Agreement. No provision of this Agreement can be amended or waived on an individual basis except in writing by an officer of ATRADER/EMINISHARK, and confirmed in writing by ATRADER/EMINISHARK's Secretary. Customer understands and agrees that ATRADER/EMINISHARK may modify or change the terms and conditions of this Customer Agreement by providing Customer with notice of the revised Agreement via e-mail. If Customer does not consent to the terms and conditions of the revised agreement, Customer must promptly notify ATRADER/EMINISHARK via an e-mail and promptly cease using ATRADER/EMINISHARK's software. Customer's continued use of ATRADER/EMINISHARK's services after ATRADER/EMINISHARK has provided e-mail notice of the revision of the Agreement constitutes acceptance of the terms and conditions of the revised Agreement. By installing a later version of the software customer and clicking on consent, the user consents to the new agreement with immediate action.

2. Trading, Automated Trading, Investment Signals, Trading Advice: Customer acknowledges that representatives of ATRADER/EMINISHARK are absolved from any liability of any financial or other losses, hardship, poor investments, tax or trading advice or to solicit orders howsoever caused in any shape or form. Any comments made by ANY persons representing ATRADER/EMINISHARK or its systems are pure speculation and Customer further acknowledges that none of the information, research or other material provided by ATRADER/EMINISHARK by charts or signals or strategies constitutes a recommendation by ATRADER/EMINISHARK or a solicitation to buy or sell securities, options, futures or other investment products. Customer is aware that any comments on purchase/sell of securities are hearsay and the ATRADER/EMINISHARK representative may or may not be taking any trade represented. Customer is aware that any recommendations are speculation and any comments by email, instant message or spoken in chatrooms are speculative and the customer will not take any of the corresponding positions. Customer is aware that if he takes the position and is exposed to loss that this loss is the sole responsibility of the Customer and is done with his own consent. He is fully aware of the risks of loss contained within this document sections 1-19, and addendum 1-5.

**The Customer should conduct further research and analysis into the charts, signals or strategies and consult an investment advisor before making any investment decisions though the ATRADER/EMINISHARK software or from any details given by the ATRADER/EMINISHARK website or any ATRADER/EMINISHARK representatives.**

Trading using a software tool the customer agrees with reason for taking the trade, has assessed the risk to loss of capital, and is able to take the loss if the trade proves incorrect. IN NO EVENT SHALL ATRADER/EMINISHARK BE LIABLE TO CUSTOMER FOR **ANY FINANCIAL LOSS HOWSOEVER CAUSED** DUE TO CHARTS, SIGNALS OR STRATEGIES OR VERBAL COMMENTS/ RECOMENDATIONS OR BY ATRADER/EMINISHARK representatives or person saying to be ATRADER/EMINISHARK representatives.

Taking a trade without fully understanding the reasons for the trade entry, exit, strategy, can result **in substantial financial loss**. Customer is aware of this and may LOSE more than the initial investment.

3. Customer Must Maintain Alternative Trading Arrangements:

Electronic and computer-based facilities and systems such as those provided to Customer are inherently vulnerable to disruption, delay or failure and such facilities and systems may be unavailable to Customer as a result of foreseeable and unforeseeable events. CUSTOMER MUST MAINTAIN ALTERNATIVE TRADING ARRANGEMENTS. By signing this Agreement, Customer represents that Customer shall maintain such alternative trading arrangements. Customer must be aware that exiting a losing position manually by telephone can introduce delays and incur substantial financial loss.

4. Responsibility For Customer Orders and Customer Trades:

Customer understands that ATRADER/EMINISHARK is not responsible for customers orders in any shape or form and this is the responsibility of the customer / broker relationship. Any malfunction in the ATRADER/EMINISHARK software, the customers brokers sub system is considered a risk, of which the customer is fully aware. A signal from a software tool does not constitute an executed order. The customer agrees and will monitor the order completely until completion. An incomplete order may require manual intervention by the customer and a lengthy phone call to a customers broker to reverse, exit or cancel a position in a security. The customer is aware that the ATRADER/EMINISHARK is not responsible for incorrectly entered orders due to software malfunction. It is the customers responsibility to monitor the process of the trade and confirm that the trade has been correctly entered by ATRADER/EMINISHARK in the brokers subsystem. In the event of software malfunction it may be required to manually cancel the erroneous order or to telephone the broker and reverse the order or position.

5. Order Routing: Customer understands that ATRADER/EMINISHARK is not responsible for customers orders in any shape or form and this is the responsibility of the customer / broker relationship. Customer will monitor order routing using his broker software and is aware that a lengthy phone call to cancel or override an incorrectly entered order may be required.

6. Order Cancellation and Modification: Customer acknowledges that it may not be possible to cancel or modify an order through the ATRADER/EMINISHARK software. Any attempt to cancel or modify an order is simply a request to cancel or modify. Customer is aware that automated trading is inherently risky and considerable financial loss can occur as a result of software errors, incorrect orders, incorrect routing, or position size. ATRADER/EMINISHARK is not liable to Customer if ATRADER/EMINISHARK is unable to cancel or modify an order. Customer understands and agrees that, if an order cannot be canceled or modified, Customer is bound by any execution of the original order. Customer further acknowledges that attempts to modify or cancel and replace an order can result in an over-execution of the order, or the execution of duplicate orders, and Customer shall be responsible for all such executions. Again, Customer understands that ATRADER/EMINISHARK is not responsible for customers orders in any shape or form and this is the responsibility of the customer / broker relationship. Customer may be able to cancel orders using his broker software in event of ATRADER/EMINISHARK failure and is aware that a software error or crash requiring a computer reboot may require a lengthy telephone call to cancel or override an incorrectly entered order or cancelled or modified order.

7. Order Execution: ATRADER/EMINISHARK shall send the customers orders as to the customers broker/agent agent. Using an electronic trading tool provides no guarantee of order execution. The Customer shall be responsible for monitoring all Customer orders until broker confirms execution or cancellation of the order to Customer. IN NO EVENT SHALL ATRADER/EMINISHARK BE LIABLE TO CUSTOMER FOR ANY ACTION, INACTION, DECISION OR RULING OF ANY UNDERLYING BROKER, EXCHANGE, MARKET, CLEARING HOUSE OR REGULATORY In event of ATRADER/EMINISHARK failure the customer is aware that a software error or crash requiring a computer reboot may require a lengthy telephone call to cancel or override an incorrectly entered order or cancelled or modified order.

8. Confirmations:

A. Customer understands that ATRADER/EMINISHARK is not responsible for customers orders in any shape or form and this is the responsibility of the

customer / broker relationship. Conformations of order execution may not be available due to technical difficulties, internet delays or software problems.

B. Customer agrees to monitor each open order until confirmation of execution or cancellation of the order to Customer. Confirmations may be subject to delays. Customer understands that reports and confirmations of order executions or cancellations may be erroneous for any reasons, including, but not limited to, cancellation or adjustment by an exchange.

9. Electronic Records and Communications: Customer consents to receipt of electronic records and communications regarding this Agreement and all Customer transactions and dealings with ATRADER/EMINISHARK, as described more fully in ADDENDUM 6, "Customer Consent To Accept Electronic Records And Communications." Customer represents that Customer has read and understands the information contained in ADDENDUM 5.

10. Acknowledgment of Risks: **Customer acknowledges that trading securities, options and futures is a highly speculative activity involving a high degree of risk,** arising from the use of leverage and rapidly fluctuating markets. Customer also understands that trading in certain securities, options and futures may cease or expire on particular trading days, and that when securities, options, and futures are traded on foreign markets that are located outside of the United States, trading days and hours may not coincide with domestic trading days or hours. Customer further understands that these factors may result in financial disadvantage to Customer. Customer represents that Customer is willing and able to assume these and all other risks of securities, options, and futures trading. Customer hereby agrees to hold ATRADER/EMINISHARK and ATRADER/EMINISHARK's affiliates, officers, partners, and agents harmless against any loss

Which results from Customer's trading. Customer acknowledges that it is responsible for knowing the rights and terms of any securities or options in its account, including but not limited to, corporate actions (such as whether a security is the subject of a tender or exchange offer, a reorganisation, a stock split or reverse stock split); and that ATRADER/EMINISHARK has no obligation to notify Customer any information whatsoever or howsoever created.

11. Systems Risks: Electronic or computer-based facilities and systems such as those used by ATRADER/EMINISHARK are inherently vulnerable to disruption or failure and may be unavailable to Customer at any time. Trading in volatile risks using custom trading software involves **high risk of financial loss, due to system failure, crashes, bugs, incorrect orders/ routing, internet connectivity** problems. Customer is again fully aware the ATRADER/EMINISHARK is a computerised trading tool and ATRADER/EMINISHARK is not responsible for any losses to the customer howsoever caused in any shape or form.

In this regard, Customer is subject to ADDENDUM 3, "Electronic Trading and Order Routing Systems Risk Disclosure Statement " and Customer represents that Customer has read and understands the information contained in ADDENDUM 3.

12. Price Quotations, Charts, Signals, Strategies and Internet Links:

A. The price quotations, charts, signals, strategies of any shape or form provided by the ATRADER/EMINISHARK software (Information) is provided by as is and may be subject to preparation by exchanges or information providers ("Providers") that are independent of ATRADER/EMINISHARK affiliates.

- B. Errors may also occur in the display of data, the construction of signals, or strategies none of which is guaranteed to be correct or profitable. None of the Information, charts or signals or strategies constitutes a recommendation by ATRADER/EMINISHARK or a solicitation of any offer to buy or sell any securities, options, futures or other investment products. Neither ATRADER/EMINISHARK nor the Providers guarantee the accuracy, timeliness, or completeness of the Information, **and Customer should conduct further research and analysis or consult an investment advisor before making investment decisions.**
- C. RELIANCE ON QUOTES, DATA OR OTHER INFORMATION SYSTEM INCLUDING CHARTS, SIGNALS AND STRATEGIES IS ATRADER/EMINISHARK CUSTOMER'S OWN RISK. THE CUSTOMER WILL UNDERSTAND THE REASON FOR THE CHART OR SIGNAL OR STRATEGY AND IS ABLE TO FULLY TAKE THE **FINANCIAL LOSS** IF THE SIGNAL PROVES TO BE INCORRECT AND THE CUSTOMER IS SUBJECT TO **FINANCIAL LOSS** OF ANY FORM.
- D. **IN NO EVENT WILL ATRADER/EMINISHARK OR THEIR AFFILIATES OR PROVIDERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES ARISING FROM USE OF THE INFORMATION.** THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR USE, OR WARRANTY OF NON-INFRINGEMENT.
- E. The Information is the property of ATRADER/EMINISHARK and is protected by applicable copyright law. Customer agrees not to reproduce, re-transmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of the Providers. Information does not constitute a recommendation by ATRADER/EMINISHARK for a solicitation of any offer to buy or sell any securities, options, futures or other investment products.
- F. Customers are aware that the software ATRADER/EMINISHARK is currently at Beta development stage and are aware of the **additional risks** that are present using a new and as yet untested product.

13. Risks of After-Hours Trading: Customer acknowledges that there are special characteristics and unique risks associated with trading in securities, options and futures at times that are outside the ordinary trading hours for the exchanges upon which such products are traded ("After-hours Trading"). Such risks include, but are not limited to, the risk of lower liquidity, the risk of higher volatility, the risk of changing prices, the risk arising from unlinked markets, the risk of news announcements affecting prices, and the risk of wider spreads. Customer fully understands the inherent risks in trading using a software tool in ADDENDUM 4, "After-hours Trading Risk Disclosure Statement," sets forth these risks in greater detail, and Customer represents that Customer has read and understands the information contained in ADDENDUM 4.

14. Margin Requirements:

If the customer is trading using margin the customer fully understands the additional risks in margin trading as laid down by broker. Customers trading equity options are further subject to ADDENDUM 1, "Risks of Trading Equity Options and Terms and Conditions of Trading Equity Options," and Customer represents that Customer has read and understands the information contained in ADDENDUM 1.

15. Equity Options: If the customer is trading using margin the customer fully understands the additional risks in margin trading as laid down by broker.

Customers trading equity options are further subject to ADDENDUM 2, "Risks of Trading Equity Options and Terms and Conditions of Trading Equity Options," and Customer represents that Customer has read and understands the information contained in ADDENDUM 2.

16. License to Use ATRADER/EMINISHARK Software and Related Restrictions: ATRADER/EMINISHARK grants to Customer and Customer accepts a non-exclusive and non-transferable license to use ATRADER/EMINISHARK's proprietary software, solely as provided herein. Title to the ATRADER/EMINISHARK Software shall remain the sole property of ATRADER/EMINISHARK, including without limitation, all applicable rights to patents, copyrights and trademarks.

**Customer shall secure and protect the ATRADER/EMINISHARK Software in a manner consistent with the maintenance of ATRADER/EMINISHARK's ownership and rights therein and shall not sell, exchange, or otherwise transfer the ATRADER/EMINISHARK software to others.** This is considered software theft and is fully enforceable under copyright law. The customer may keep a second duplicate copy of the software for backup purposes only. The use of any further instances of the ATRADER/EMINISHARK software ATRADER/EMINISHARK shall require a purchase of a further licence.

ATRADER/EMINISHARK shall be entitled to obtain immediate injunctive relief against threatened breaches of the foregoing undertakings. Customer shall not copy, modify, translate, decompile, reverse engineer, disassemble or otherwise reduce to a human readable form, or adapt, the ATRADER/EMINISHARK Software or use it to create a derivative work, unless authorised in writing to do so by an officer of ATRADER/EMINISHARK and confirmed by ATRADER/EMINISHARK's Secretary. Any updates, replacements, revisions, enhancements, additions or conversions to the ATRADER/EMINISHARK Software supplied to Customer by ATRADER/EMINISHARK shall become subject to this Agreement.

17. **LIMITATION OF LIABILITY:** CUSTOMER ACCEPTS THE ATRADER/EMINISHARK SYSTEM "AS IS", AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION; TIMELINESS; FREEDOM FROM INTERRUPTION; OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. **UNDER NO CIRCUMSTANCES SHALL ATRADER/EMINISHARK BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES,** INCLUDING LOSS OF BUSINESS, PROFITS OR GOODWILL. ATRADER/EMINISHARK SHALL NOT BE LIABLE TO CUSTOMER BY REASON OF DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, **OR FAILURES OF PERFORMANCE OF THE ATRADER/EMINISHARK SYSTEM, REGARDLESS OF CAUSE, INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY HARDWARE OR SOFTWARE MALFUNCTION;** GOVERNMENTAL, EXCHANGE OR OTHER REGULATORY ACTION; ACTS OF GOD; OR ATRADER/EMINISHARK'S INTENTIONAL ACTS. CUSTOMER RECOGNIZES THAT THERE MAY BE DELAYS OR INTERRUPTIONS IN THE USE OF THE ATRADER/EMINISHARK SYSTEM, INCLUDING, FOR EXAMPLE, THOSE CAUSED INTENTIONALLY BY ATRADER/EMINISHARK FOR PURPOSES OF SERVICING THE ATRADER/EMINISHARK SYSTEM. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE FOR MAINTAINING ALTERNATIVE TRADING ARRANGEMENTS IN ADDITION TO THAT PROVIDED THROUGH THE ATRADER/EMINISHARK SOFTWARE. IN NO EVENT SHALL ATRADER/EMINISHARK'S LIABILITY, REGARDLESS OF THE FORM OF ACTION AND DAMAGES SUFFERED BY CUSTOMER, EXCEED THE HIGHEST AGGREGATE MONTHLY FEES PAID BY CUSTOMER TO ATRADER/EMINISHARK.

18. DISCLOSURE STATEMENT:

(A) YOU SHOULD KNOW THAT IN THE UNLIKELY EVENT OF BANKRUPTCY, IN NO EVENT SHALL ATRADER/EMINISHARK'S LIABILITY, REGARDLESS OF THE FORM OF ACTION AND

DAMAGES SUFFERED BY CUSTOMER, EXCEED THE HIGHEST AGGREGATE MONTHLY FEES PAID BY CUSTOMER TO ATRADER/EMINISHARK.

19.Miscellaneous:

A. This Agreement is governed by the laws of the United Kingdom, without giving effect to conflict of laws provisions. The courts of United Kingdom have exclusive jurisdiction over all disputes relating to or arising from the execution or performance of this Agreement including arbitration if required. In all judicial actions, arbitration's, or dispute resolution methods, the parties waive any right to punitive damages.

B. Customer agrees to the provision of this Agreement in English and represents that Customer understands all of the terms and conditions contained herein.

C. ATRADER/EMINISHARK may discontinue providing updates and support to any customer at any time and may terminate this Agreement at any time.

D. If any provision of this Agreement is deemed unenforceable, such provision shall be ineffective only to the extent of such unenforceability, without invalidating the remaining provisions of this Agreement. Again, IN NO EVENT SHALL ATRADER/EMINISHARK'S LIABILITY, REGARDLESS OF THE FORM OF ACTION AND DAMAGES SUFFERED BY CUSTOMER, EXCEED THE HIGHEST AGGREGATE MONTHLY OR SINGLE PURCHASE FEES PAID BY CUSTOMER TO ATRADER/EMINISHARK.

E. This Agreement contains the entire Agreement between the parties, who have made no representations or warranties other than as expressly provided herein.

F. No provision of this Agreement may be waived or modified without a writing signed by an officer of ATRADER/EMINISHARK and confirmed in hand writing by its Secretary, and in entering this Agreement Customer has not relied on or been otherwise induced by any matter not contained in such a writing.

G. The failure of ATRADER/EMINISHARK to enforce, at any time or for any period, any one or more of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions or of the right, at any time subsequently, to enforce all terms and conditions of this Agreement.

H. This Agreement shall inure to the benefit of ATRADER/EMINISHARK's successors and assigns and binds Customer's successors and assigns, although Customer may not assign or transfer any rights or obligations hereunder without the prior written consent of ATRADER/EMINISHARK.

I. All notices under this Agreement may be made to Customer by e-mail to the address provided by Customer (See ADDENDUM 6, "Customer Consent to Accept Electronic Records and Communications").

J. Customers have fully read, understood and agree with ADDENDUM 1-5

ADDENDUM 1 DISCLOSURE OF RISKS OF MARGIN TRADING AND TERMS AND CONDITIONS  
FOR TRADING EQUITY SECURITIES ON MARGIN

Customers trading securities on margin understand and agree to the appropriate margin agreement as provided by the customer's broker, whosoever that may be. The customer agrees that ATRADER/EMINISHARK has no responsibility for any financial loss in whatever form due to the risking of trading in any securities.

ADDENDUM 2 RISKS OF TRADING EQUITY OPTIONS AND TERMS AND CONDITIONS FOR  
TRADING EQUITY OPTIONS

Customers trading options of any kind and have read and agree with the appropriate agreement as provided by the customer's broker, whosoever that may be. The customer agrees that ATRADER/EMINISHARK has no responsibility for any financial loss in whatever form due to the risking of trading in any options.

ADDENDUM 3 ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS RISK DISCLOSURE  
STATEMENT

Electronic trading and order routing systems differ from traditional open outcry pit trading and manual order routing methods. Transactions using an electronic system are subject to the rules and regulations of the exchanges offering the system and/or listing the contract. You are responsible for directing your trading in accordance with the relevant policies, procedures and trading rules of the exchanges or systems to which your orders are routed. Before you engage in transactions using an electronic system, you should carefully review the rules and regulations of the exchanges offering the system and/or listing the instruments you intend to trade.

**DIFFERENCES AMONG ELECTRONIC TRADING SYSTEMS:** Trading or routing orders through electronic systems varies widely among the different electronic systems. You should consult the rules and regulations of the exchange offering the electronic system and/or listing the contract traded or order routed to understand, among other things, in the case of trading systems, the system's order matching procedure, opening and closing procedures and prices, error trade policies, and trading limitations or requirements, and, in the case of all systems, qualifications for access and grounds for termination and limitations on the types of orders that may be entered into the system. Each of these matters may present different risk factors with respect to trading on or using a particular system. Each system may also present risks related to system access, varying response times, and security. In the case of Internet-based systems, there may be additional types of risks related to system access, varying response times and security, as well as risks related to service providers and the receipt and monitoring of electronic mail.

**RISKS ASSOCIATED WITH SYSTEM FAILURE:** Trading through an electronic trading or order routing system exposes you to risks associated with system or component failure. In the event of system or component failure, it is possible that, for a certain time period, you may not be able to enter new orders, execute existing orders, or modify or cancel orders that were previously entered. System or component failure may also result in loss of orders or order priority. In this regard, Customer must maintain alternative trading arrangements in addition to Customer's ATRADER/EMINISHARK system in the event that the ATRADER/EMINISHARK system is unavailable for any reason howsoever caused.

**SIMULTANEOUS OPEN OUTCRY PIT AND ELECTRONIC TRADING:** Some contracts offered on an electronic trading system may be traded electronically and through open outcry during the same trading hours and be aware of its inherent risks. You should review the rules and regulations of the exchange offering the system

and/or listing the contract to determine how orders that do not designate a particular process will be executed.

**LIMITATION OF LIABILITY:** Exchanges offering an electronic trading or order routing system and/or listing the contract may have adopted rules to limit their liability, the liability of FCMs and software and communication system vendors, and the amount of damages you may collect for system failure and delays. These limitations of liability provisions vary among the exchanges. You should consult the rules and regulations of the relevant exchanges in order to understand these liability limitations.

**INTERNET SERVICES:** To the extent that Customer of ATRADER/EMINISHARK use Internet services to transport data or communications, ATRADER/EMINISHARK disclaims any liability for interception of any such data or communications. ATRADER/EMINISHARK is not responsible, and makes no warranties regarding, the access, speed, availability or security of Internet or network services.

#### ADDENDUM 4 AFTER-HOURS TRADING RISK DISCLOSURE STATEMENT

There are special characteristics and unique risks associated with trading in securities, options and futures at times that are outside the ordinary trading hours for the exchanges or markets upon which such products are traded ("After-hours Trading"). Customers must familiarise themselves with these risks and determine whether After-hours Trading is appropriate in light of such risks and Customer's objectives and experience. Customers are responsible for familiarising themselves with the hours of the relevant markets upon which they trade and for determining when to place orders for particular products or securities, how they wish to direct those orders, and what types of orders to use. After-hours Trading does not constitute a recommendation or conclusion that After-hours Trading will be successful or appropriate for all Customers or trades.

Customers trading after hours of any kind and have read and agree with the agreement as provided by the customer's broker, whosoever that may be. The customer agrees that ATRADER/EMINISHARK has no responsibility for any financial loss in whatever form due to the risking of trading after hours.

#### ADDENDUM 5 CUSTOMER CONSENT TO ACCEPT ELECTRONIC RECORDS AND COMMUNICATIONS

In the interests of timeliness, efficiency and lower costs for our Customers, ATRADER/EMINISHARK will communicate to Customer's e-mail address only. Changes to email address with need to be sent from the original email address together with security phrase to confirm identity. By entering into this Agreement, Customer consents to the receipt of electronic Records and Communications regarding all Customer transactions and dealings with ATRADER/EMINISHARK.

**ADDENDUM 6 ATRADER/EMINISHARK/AUTOMATED TRADING/TRADING SIGNALS SPECIFIC  
DISCLAIMER**

DISCLAIMER: - Trading performance displayed herein is hypothetical. The following Commodity Futures Trading Commission (CFTC) disclaimer should be noted. Hypothetical performance results have many inherent limitations, some of which are described below. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved by any particular trading program. One of the limitations of hypothetical performance trading results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk, and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or to adhere to a particular trading program in spite of trading losses are material points which can also adversely affect actual trading results. There are numerous other factors related to the markets in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results. The U.S. Securities and Exchange Commission (SEC) requires the following legal notices: ATRADER/EMINISHARK and its Affiliates are an impersonal business, and therefore, no consideration can or is made toward your financial circumstances. All material presented within with ATRADER/EMINISHARK is not to be regarded as investment advice, but for general informational purposes only. Trading futures and other financial instruments does involve risk, so caution must always be utilized. We cannot guarantee profits or freedom from loss. You assume the entire cost and risk of any trading you choose to undertake. You are solely responsible for making your own investment decisions. ATRADER/EMINISHARK Trading Systems and its Affiliates, its owners, or its representatives are not registered as securities broker-dealers or investment advisors either with the U.S. Securities and Exchange Commission or with any state securities regulatory authority. We recommend consulting with a registered investment advisor, broker-dealer, and/or financial advisor. If you choose to invest with or without seeking advice from such an advisor or entity, then any consequences resulting from your investments are your sole responsibility. All information posted is believed to come from reliable sources. ATRADER/EMINISHARK Trading Systems and its Affiliates do not warrant the accuracy, correctness, or completeness of information available from its service and therefore will not be liable for any loss incurred. Due to the electronic nature of the Internet, the ATRADER/EMINISHARK Trading Systems and its Affiliates website, or its fax and e-mail distribution services could fail at any given time. ATRADER/EMINISHARK Trading Systems and its Affiliates will not be responsible for unavailability of use of its website, nor undelivered faxes or e-mails due to Internet bandwidth problems, equipment failure, or acts of God. ATRADER/EMINISHARK Trading Systems and its Affiliates, its owners, or its representatives may hold positions in the securities mentioned at this website at any time. However, in no way is ATRADER/EMINISHARK Trading Systems and its Affiliates soliciting an offer to purchase securities mentioned at this website. There is no guarantee past performance will be indicative or future results. No assurance can be given that the recommendations of ATRADER/EMINISHARK Systems and its Affiliates will be profitable or will not be subject to losses. Remember to always manage your money like it is a business. The results listed at this website are based on hypothetical trades. Plainly speaking, these trades were not actually executed. Hypothetical or simulated performance results have certain inherent limitations. Unlike an actual performance record, simulated trades do not represent actual trading. Also, since the trades have not actually been executed, the results may have over or under compensated for the

impact, if any, of certain market factors such as lack of liquidity. You may have done better or worse than the results portrayed. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. No independent party has audited the hypothetical performance contained at this website, nor has any independent party undertaken to confirm that they reflect the trading method under the assumptions or conditions specified hereafter. While the results presented at this website are based upon certain assumptions believed to reflect actual trading conditions, these assumptions may not include all variables that will affect, or have in the past affected, the execution of trades indicated by ATRADER/EMINISHARK Trading Systems and its Affiliates. The hypothetical results on this website are based on the following assumptions: The simulation assumes that prices are not influenced by the trades of ATRADER/EMINISHARK Trading Systems and its Affiliates, its owners, or its representatives, regardless of the number of contracts executed. The simulation assumes purchase and sale prices believed to be attainable. In actual trading, prices received may or may not be the same as the assumed order prices. Any person entering into any agreement with ATRADER/EMINISHARK is bound by the terms of this agreement and any disagreements to the disclaimer will be undertaken in a court based in the London, UK.

DISCLAIMER: Trading Futures, Options on Futures, and retail off-exchange foreign currency transactions involves substantial risk of loss and is not suitable for all investors. You should carefully consider whether trading is suitable for you in light of your circumstances, knowledge, and financial resources. You may lose all or more of your initial investment. Opinions, market data, and recommendations are subject to change at any time.

DISCLAIMER: Investment, Tax or Trading Advice. Customer acknowledges that representatives of ATRADER/EMINISHARK and its Affiliates are absolved from any liability of any financial or other losses, hardship, poor investments, tax or trading advice or to solicit orders howsoever caused in any shape or form. Any comments made by ANY persons representing ATRADER/EMINISHARK and its Affiliates are speculation and Customer further acknowledges that none of the information, research or other material provided by ATRADER/EMINISHARK and its Affiliates by charts or signals or strategies constitutes a recommendation by ATRADER/EMINISHARK and its Affiliates or a solicitation to buy or sell securities, options, futures or other investment products. Customer is aware that any comments on purchase/sell of securities are hearsay and the ATRADER/EMINISHARK and its Affiliates representative may or may not be taking any trade represented. Customer is aware that any recommendations are speculation and any comments by email, instant message or spoken in chatrooms are speculative and the customer will not take any of the corresponding positions. Customer is aware that if he takes the position and is exposed to loss that this loss is the sole responsibility of the Customer and is done with his own consent. He is fully aware of the risks of loss contained within this disclaimer. The Customer should conduct further research and analysis into the charts, signals or strategies and consult an investment advisor before making any investment decisions though the ATRADER/EMINISHARK and its Affiliates software or from any details given by the ATRADER/EMINISHARK and its Affiliates website or any ATRADER/EMINISHARK and its Affiliates representatives. Trading using a software tool the customer agrees with reason for taking the trade, has assessed the risk to loss of capital, and is able to take the loss if the trade proves incorrect. IN NO EVENT SHALL ATRADER/EMINISHARK and its Affiliates BE LIABLE TO CUSTOMER FOR ANY FINANCIAL LOSS HOWSOEVER CAUSED DUE TO RECOMMENDATIONS, CHARTS, SIGNALS, ATRADER/EMINISHARK and its Affiliates, STRATEGIES OR VERBAL COMMENTS/ RECOMENDATIONS OR BY ATRADER/EMINISHARK and its Affiliates representatives or person saying to be ATRADER/EMINISHARK and its Affiliates representatives. Taking a trade without fully understanding the reasons for

the trade entry, exit, strategy, can result in substantial financial loss. Customer is aware of this and may LOSE more than the initial investment.

CONDITIONS OF USE: Trading signals are for personal use only. Signals may not be sold on or distributed to chatrooms, youtube, twitter or any similar medium. Signals may be sold on to end users after purchase of a COMMERCIAL DISTRIBUTION licence at additional cost.

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