

MEMBERSHIP SIGN-UP CONTRACT

THIS CONTRACT IS ENTERED INTO AND EFFECTIVE FROM THE DATE OF MEMBERSHIP SIGN-UP

BETWEEN:

1: J&L Partners LLC DBA Trade Hornet (Company)

2: Member

WHEREAS each a 'Party' and collectively called a 'Parties'.

WHEREAS the Company J&L Partners LLC DBA Trade Hornet will be referred to as 'Trade Hornet' in this contract. The Member will be referred to as 'Member' in this contract.

WHEREAS Member means a person or entity, company, organization, etc. bought the membership from the Company.

WHEREAS the Member agreed on the terms and conditions of this 'Membership Contract' and read this contract while buying the membership from the Company Trade Hornet.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this contract, the Parties agree as follows:

1: PURPOSE OF THE CONTRACT

The purpose of this contract is to settle the terms and conditions of buying the membership of Trade Hornet and acknowledging the rights and duties of each other.

2: CONTRACT PERIOD

This Contract is legally binding during the membership period of the member.

3: ACKNOWLEDGMENT OF MEMBER

The member hereby agrees and acknowledges the following conditions of this membership contract:

1. Trade Hornet does not provide Financial Advice.
2. Trade Hornet is for entertainment purposes only.

3. Trade Hornet does not own or operate the member's account information. The member's own broker can handle and manage the account information.
4. Trade Hornet does not manage the member's taxes.
5. Trade Hornet does not provide risk management advice to members.
6. In the event of any disruption or outage through the Collective2 platform to the member's brokerage, Trade Hornet holds no liability for that and needs to handle it directly with Collective2 and the member's brokerage.
7. Any or all strategies that the member follows as part of the Collective2 Platform or Trade Hornet Subscription are at the member's own risk.
8. Collective2 AutoTrader permissions or settings are based solely on the trader/member's experience, trading style, and the level of risk he or she is willing to take. Trade Hornet cannot advise on which settings are best for a trader/member.
9. Trade Hornet has an agreement with Collective2 platform to receive a fixed percentage from the "Strategy" fee if the agreed terms and conditions are satisfied, but Trade Hornet is not associated with any business activity of Collective2 platform, so Trade Hornet has no legal liability towards the legal claims and business affairs of Collective2 platform.
10. The member's monthly or annual subscription fee to Trade Hornet will be run automatically until canceled by serving a written cancellation notice at TradeHornet@gmail.com.
11. The member has the legal right to cancel the membership subscription by giving a written notice at least 30 days prior to the member's next renewal date.
12. If the member enters into any agreement with Collective2, then the member is responsible for first reading the terms of service of them on <https://trade.collective2.com/terms-of-service/>
13. Cancellations for monthly or annual platform service fees must be done separately from than Trade Hornet subscription. All terms of cancellation must be adhered to on special platforms.
14. Delinquent subscriptions for the member's monthly or annual platform service fee for Collective2 (<https://trade.collective2.com/#home>) need to be fixed/made current through their procedures.
15. Delinquent subscriptions for Trade Hornet monthly or annual service will result in immediate suspension of the member's auto trade access.
16. Any trade order execution SLAs provided by Collective2 are not managed by Trade Hornet and Trade Hornet is not liable for any of this action.
17. Trade Hornet is not responsible for any of your profits, losses, commissions, taxes,

etc.

18. Trade Hornet or Collective2 does not guarantee any results, everything is at your own risk.
19. All sales are final there will be no refunds, proration, or credits on Trade Hornet subscription fees.
20. Trade Hornet offers No resale of service, no resale of subscription.
21. Trade Hornet is not responsible for managing any requests or approvals within the member's brokerage account for required Futures, Options, and stock access.
22. Trade Hornet reserves the right to increase their monthly and/or yearly fee at any reason and at any time.
23. Trade Hornet reserves the right to charge a 1 x per year \$99 "profitability" charge automatically, per "Strategy". If any Trade Hornet AutoTrader's "Strategy" is profitable for the year, the 1-year fee of \$99 will be charged. If the "Strategy" is not profitable for the year, there will be no charge. This is effective for all membership subscriptions prior to November 30th of each year. New membership subscriptions joined on or after December 1st of that year will not be charged for that year.

4: CONFIDENTIALITY

Confidential Information

The Member acknowledges and agrees to keep confidential all information provided by the Trade Hornet, in any form written or oral, the member shall not disclose any information about the business and affairs of the Trade Hornet or any related or ancillary matter before, on, or after Completion without the prior written approval of Trade Hornet. The member agrees that all restrictions in this section are necessary and fundamental to the protection of the Business and are reasonable and valid.

4.1: Waiver to Confidentiality Information that is publicly available at the date of information delivery is waived from the confidentiality obligation.

Waiver conditions:

- Court order
- Subpoena
- Government order

5: LIABILITY AND WAIVER

The Member has read this Waiver Liability in its entirety and voluntarily signs this contract knowing that it constitutes a waiver of liability.

The Trade Hornet acknowledges as;

THEREFORE, I HEREBY knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive all rights, claims, or causes of action of any kind arising out of my participation in this contract with **Trade Hornet**.

I AGREE TO RELEASES, WAIVES, DISCHARGES, AND NOT TO SUE TRADE HORNET, its officers, directors, shareholders, agents, employees, its insurers if any entity related to or affiliated with it (herein “Releases”), releasing and discharging **Trade Hornet** from any and all legal liability for any loss or damage arises in the participation and execution of this contract.

I FURTHER AGREE to indemnify, defend and hold harmless the **Trade Hornet** against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney fees and any related costs.

6: ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS

The Member acknowledges that, whenever requested by **Trade Hornet**, they shall assist **Trade Hornet** or its designee to secure **Trade Hornet's**, or its designee, rights in the Assigned Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to **Trade Hornet** or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordation's, and all other instruments.

7: GOVERNING LAW

This Contract will be governed by and construed according to Laws of the United States Federal laws and New Jersey Laws without regard to its conflict of laws principles; as such laws are applied to agreements entered into and to be performed entirely within USA.

8: ENTIRE CONTRACT AND MODIFICATION

This contract constitutes the entire understanding and agreement between the parties

with respect to the subject matter of this contract. No agreements, understandings, restrictions, representations, or warranties exist between or among the parties other than those in this contract or referred to or provided for in this contract. No modification or amendment of any provision of this contract will be binding on any Partner unless in writing and signed by all the parties.

9: DISPUTE SETTLEMENT

· If any dispute arises between the Parties, any Party may deliver to the other Parties a notice of dispute in writing adequately identifying and providing details of the dispute. The Parties shall cooperate, in good faith, to attempt to amicably resolve the dispute.

· If the Parties cannot resolve the dispute following 15 calendar days, such Party that initiated the dispute shall assign a third-party mediator to help resolve the matter amicably.

· If a matter is not resolved between the parties following 15 calendar days, and with the support of a mediator following 30 days from assigning the mediator, then the Party may resort to the court in Morris County, New Jersey.