

Phillip Auto Trader



Phillip Futures Pte Ltd

Member of PhillipCapital

Futures Trading Acct #:

SUBSCRIBER AGREEMENT

THIS XTRADEUSA SUBSCRIBER AGREEMENT is entered into between XTRADEUSA ("XTRADEUSA"), and _____ ("SUBSCRIBER"). NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

Due to ever changing market conditions and new trading technologies, XTRADEUSA may expand, revise or alter The Formulas' trading strategies on individual systems. It is SUBSCRIBER's responsibility to maintain close contact with XTRADEUSA to remain informed as changes occur and / or to request such information. XTRADEUSA will inform brokerage firm if any system software updates are being made.

SUBSCRIBER pays an initial fee or/and a software subscription fee to XTRADEUSA, which allow SUBSCRIBER's broker to use XTRADEUSA system software to trade SUBSCRIBER's account with a letter of direction from SUBSCRIBER. XTRADEUSA does not make trades for SUBSCRIBER. XTRADEUSA does not personally contact SUBSCRIBER to make trades. XTRADEUSA does not have any access to SUBSCRIBER's account to make trades. XTRADEUSA does not exercise judgment on behalf of SUBSCRIBER. SUBSCRIBER decides for themselves on all investment decisions. SUBSCRIBER has 100% control and responsibility of his or her own trading account and XTRADEUSA has absolutely no control and no responsibility of SUBSCRIBER's trading account. SUBSCRIBER understands and agrees XTRADEUSA does not take responsibility for any errors made by SUBSCRIBER's broker, which that is solely between SUBSCRIBER and the broker.

Please check **individual strategies to create your own portfolio(s):**

✓	Strategy	# of contracts	Monthly Fee	<u>Individual Strategies</u>	✓	Strategy	# of contracts	Monthly Fee
	DBO ER2		\$75/contract			Sequence NQ		\$75/contract
	DBO ES		\$75/contract			VX11 ES		\$75/contract t
	Elixir3 ES		\$100/contract			VX Navigator ER2		\$100/contract
	Elixir NQ		\$100/contract			VX Navigator ES		\$100/contract
	Elixir ER2		\$75/contract			XS Alpha 1		\$75/contract
	Rex ER2		\$100/contract			XS Alpha 2		\$100/contract

Please select **our recommended portfolio(s) and strategies:**

Monthly Fee: \$100/contract per portfolio

✓	Portfolio	# of contracts	Strategies	✓	Portfolio	# of contracts	Strategies
	Apollo ES		XS Alpha 1/XS Alpha 2		GXL3 ES		Elixir3 ES/ DBO ES
	Atlas NQ		Elixir NQ/Sequence NQ		REX ER2		Rex ER2
	Bravo ER2		Elixir ER2/ DBO ER2		TITAN ES		XS Alpha 2
	EXL3 ES		Elixir3 ES		VX NAVIGATOR ER2		VX Navigator ER2
	EXL3 NQ		Elixir NQ		VX NAVIGATOR ES		VX Navigator ES
	GXL3 ES/NQ		Alpha 1/VX11 ES/ Atlas NQ				

Termination And Conditions – Payments for the use of our systems must be made before the first day of trading, and recurring monthly payments by credit card will occur within 3 days of the date when trading originally started. As additional systems are added by clients, XTradeUSA reserves the right to consolidate recurring monthly payments under one single monthly occurrence on a date that might differ from when trading originally started.

In case of termination, subscriber agrees to notify XTRADEUSA **3 days** before the date of the recurring monthly billing by e-mail, fax or mail. Once the monthly Subscription fees are paid or automatically debited, the payments are final. There will be no pro-rated refunds or return on any sort of payments.

SUBSCRIBER understands that there is high risk in all trading, and that only "risk" funds should be used in such trading. A person, who does not have extra capital that they can afford to lose, should not trade in this trading program. No "100% safe" trading systems have ever been devised, and no one can guarantee profits or limit the extent of loss. XTRADEUSA does not guarantee SUBSCRIBER's trading profits; SUBSCRIBER is responsible to use good judgment to manage his or her own accounts. SUBSCRIBER is aware that the performance of the system is affected by ever changing market conditions. All trading involves high risk; past performance is not necessarily indicative of future results. There have been no promises, guarantees or warranties suggesting that any trading will result in

a profit or will not result in a loss. The data provided on the website are provided for by 3rd party vendors and XTRADEUSA does not guarantee any obligation to any of the content provided.

All XTRADEUSA system results presented as hypothetical results, actual trading slippages, commissions and the psychological factors will vary between individual traders. These factors need to apply independently to estimate the actual trading results. These results are considered hypothetical even results based on actual trading. They do not indicate that any profits have ever resulted from actual trading using XTradeUSA's trading system. Day trading, stock trading and futures trading involve high risk and you can lose a substantial amount of money.

SUBSCRIBER's broker **Phillip Futures Pte Ltd** provides you with the necessary systems to automatically execute orders and monitor the performance of the systems real-time. Electronic trading has it risks associated with systems outages, natural disasters, and network disconnection which may not be at the control of the broker and no claim from broker will be entertained. All necessary information regarding the system performance are provided for at <http://www.phillipfutures.com.sg> under "E-Trading" title as "Phillip Auto Trader" and you are assumed to have done your research through the data by signing for this subscription. The data provided on the website are provided for by 3rd party vendors and Phillip Futures Pte Ltd does not guarantee any obligation to any of the content provided. All results are provided to the best of our knowledge and in some cases, averages are used where most appropriate for you understanding. By subscribing to this automated trading system, you understand that losses apart from ideal execution conditions may occur and you will not claim such compensation from the broker or any of the parties. Phillip Futures Pte Ltd or any of the parties will NOT be liable for any losses arising from you overriding the system trading by manual cancellation/amendment of orders during the running of the systems

SUBSCRIBER agrees to indemnify and hold XTRADEUSA, XTRADEUSA's affiliated offices and XTRADEUSA employees harmless from any and all costs, losses, liabilities or indebtedness arising from trading.

All payments that are paid to XTRADEUSA are final. XTRADEUSA does not make refunds of any kind. By signing this agreement, SUBSCRIBER agrees and will not to seek refund for any reason.

This agreement supersedes all other verbal or prior written agreements. SUBSCRIBER understands that any verbal condition or promise must be written down and signed by both XTRADEUSA and SUBSCRIBER to be in effect. XTRADEUSA will not honor any verbal promises.

This agreement shall be governed and construed in accordance with the laws of the state of California, USA. In the event of any litigation between the parties, it is acknowledged that the agreement shall be governed by and construed in accordance with the laws of the State of California, and the venue shall be Orange County, California. SUBSCRIBER agrees if XTRADEUSA is the prevailing party, XTRADEUSA will be awarded costs and attorney's fees by the SUBSCRIBER.

SUBSCRIBER agrees that the exclusive venue for any and/or proceedings relating to this agreement shall be located in Orange County, California.

SUBSCRIBER Name: _____

Signature: _____ Date: _____

Street Address: _____

City/State/Province/ Zip Code: _____ Country: _____

Home Phone: _____ Business Phone: _____ Cell Phone: _____

E-mail address: _____

By this signature, the subscriber represents and warrants to XTRADEUSA that Subscriber has read this agreement in its entirety and understands and agrees to all of the terms and provisions conditions in this Agreement.

Signature: X _____ Date: _____

Phone: 312-638-9065 Fax: 714-242-1568
pascal@xtradeusa.com

Credit Card: Visa MasterCard Amex #: _____

Exp.: _____

Name: _____

Billing address: _____

Mailing Address: 18377 Beach Boulevard, Suite 219, Huntington Beach CA 92648