

# K2 PRO TRADE ROOM AGREEMENT

K2PTR Participant \_\_\_\_\_  
(Print Name Here) (Date)

**Each participant in the K2 Pro Trade Room (K2PTR) must formally agree to the items listed below.**

**Please initial each item and place signature at the bottom of the document with the date.**

**Item # 1 \_\_\_\_\_ (initial)**

**The K2 Pro Trade Room (K2PTR), as with all products and services offered by BackToTheFutureTrading.com (BTTFT), is for information purposes only and should not be considered personalized investment advice or a solicitation to buy or sell any securities. The K2 Pro Trade Room (K2PTR) does not take into account the investor's particular investment objectives, financial situations or needs, and is not intended as a recommendation of particular securities, financial instruments or strategies to any investors. Before acting on any recommendation, the investor should consider whether it is suitable for his/her particular circumstances, and if necessary, seek professional financial and/or tax advice. Investment strategies can involve significant risk and may lose substantial money. BackToTheFutureTrading.com gives no express or implied warranties of any kind, including, but not limited to, any warranties of merchantability or fitness for a particular purpose or use. In no event shall BackToTheFutureTrading.com and it's representatives, agents, principals (Ron Gardner and Michael Lydick), staff, employees, associated affiliates, or specifically any moderator in the K2 Pro Trade Room(K2PTR) be liable to any person or entity for any liability whatsoever or any direct, indirect, special or consequential damages in connection with or resulting from any use hereof.**

**Item # 2 \_\_\_\_\_ (initial)**

**All stocks, bonds, mutual funds, options, futures and other financial instruments used or shown in the K2 Pro Trade Room (K2PTR) are examples only, meant for educational purposes. These are not recommendations to buy or sell any security. Any pricing or potential profitability shown does not take into account your trade size, brokerage commissions or taxes which will affect actual investment returns. Investment examples and comments presented do not represent the opinions of BackToTheFutureTrading.com on whether to buy, sell or hold shares of a particular stock, futures, or option.**

Investors should be cautious about any and all stock, futures or option recommendations and should consider the source of any advice on stock, futures or option selection. Various factors, including personal, fund or corporate ownership, may influence or factor into an expert's stock analysis or opinion. All investors are advised to conduct their own independent research into individual investments before making a purchase decision. In addition, investors are advised that past stock, futures, or option performance is no guarantee of future price appreciation or depreciation.

**Item # 3 \_\_\_\_\_ (initial)**

Any advisory or signal generated by BackToTheFutureTrading.com, or the K2 Pro Trading Room is provided for educational purposes only. Any trades placed upon reliance on BackToTheFutureTrading.com, or the K2 Pro Trading Room 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 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. This is not an offer to buy or sell futures, options or commodity interests.

**Item # 4 \_\_\_\_\_ (initial)**

The K2PTR Participant may terminate participation in the program at any time. A written notice must be given to BTTFT.com or Higher Purpose LLC to terminate participation in the program. No cash refunds will be made at any time under any circumstances. However, a credit equal to the amount of prorated time remaining on the subscription may be applied toward the purchase of other BackToTheFutureTrading.com products/services.

**Item # 5 \_\_\_\_\_ (initial)**

BackToTheFutureTrading.com (BTTFT) reserves the right to offer and extend the K2PTR only to selected individuals. The total number of participants will be limited to a maximum of fifty (50). This number may be reduced or increased as market changes dictate (primarily based on liquidity issues including volatility and volume flow).

**Item # 6 \_\_\_\_\_ (initial)**

BackToTheFutureTrading.com and Higher Purpose LLC reserves the right to suspend and/or terminate any active participant in the K2PTR. A written notice will be sent to the individual in the event this action is taken.

**Item # 7 \_\_\_\_\_ (initial)**

No representation has been made suggesting nor implying BackToTheFutureTrading.com or Higher Purpose LLC) and it's representatives, agents, principals (Ron Gardner, Michael Lydick), staff, employees, associated affiliates, or specifically any moderator in the K2 Pro Trading Room are, nor will be acting as, a Commodities Trading Advisor (CTA).

**Item # 8 \_\_\_\_\_(initial)**

There is no representation that the trading strategies, signals, or trades are executed with real money. While trade setups maybe discussed and described in a fashion suggesting real time execution, trade setup execution (entry, management, and exit) will be done in Simulation Mode (using Ninja Trader). Any and all discussion of performance reports and performance track records are considered strictly to be hypothetical. There are no suggestions or implications any trade could have been executed real time in a fully funded account.

**Item # 9 \_\_\_\_\_ (initial)**

BackToTheFutureTrading.com, Higher Purpose LLC, and it's representatives, agents, principals (Ron Gardner, Michael Lydick), staff, employees, associated affiliates, or specifically any moderator in the K2 PRO TRADING ROOM (K2PTR) may actively engage in making trades in their personal accounts or accounts at their sole discretion. It is possible these trades maybe on opposite sides of the market (long versus short) depending on market conditions and the respective trading plans employed for each individual account and/or program including the K2 PRO TRADING ROOM (K2PTR)

**Item # 10 \_\_\_\_\_ (initial)**

All of the content, information, and material associated with the K2 PRO TRADING ROOM (K2PTR) is both proprietary and copyrighted. The material cannot be communicated, distributed, or shared with anyone in any shape, fashion, form, or facsimile without the express written permission of BackToTheFutureTrading.com, Higher Purpose LLC and its principals (Ron Gardner and Michael Lydick). Violators will be suspended from access to the K2 PRO TRADING ROOM (K2PTR) and, if necessary, prosecuted to the fullest extent of the law.

**Item # 11 \_\_\_\_\_ (initial)**

Under no circumstances, including, but not limited to, negligence, shall BackToTheFutureTrading.com, Higher Purpose LLC and its representatives, agents, principals (Ron Gardner, Michael Lydick), staff, employees, associated affiliates, or specifically any moderator in the K2 PRO TRADING ROOM (K2PTR) , be liable for any special or consequential damages that result from the use of or the inability to use, the materials provided by BackToTheFutureTrading.com

In no event shall BTTFT.com and it's representatives, agents, principals (Ron Gardner, Michael Lydick), staff, employees, associated affiliates, or specifically any moderator in the K2 PRO TRADING ROOM (K2PTR) have any liability to you or your assignments for any damages, losses and causes of action, whether contract or tort, (including, but not limited to negligence) or otherwise, exceed the monthly subscription fee for accessing the BTTFT.COM provided information or using any of the information provided therein.

**Item # 12 \_\_\_\_\_(initial)**

**ARBITRATION.** We agree that any claim, dispute or controversy between us or claim by either of us against the other or the employees, agents or assigns of the other and any claim arising from or relating to this agreement or the relationships which result from this agreement, no matter against whom made, including the applicability of this arbitration clause and the validity of the entire agreement, shall be resolved by neutral binding arbitration by the American Arbitration Association under the Arbitration Rules in effect at the time the claim is filed. Any arbitration hearing at which you appear will take place at Charlotte, NC. Rules and forms of the American Arbitration Association may be obtained and all claims shall be filed at any office of the American Arbitration Association or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605.

**THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.**

**IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.**

**Item # 13 \_\_\_\_\_ (initial)**

**Risk Disclosure Statement #1**

**THERE IS SUBSTANTIAL RISK IN TRADING. A LOSS INCURRED IN CONNECTION WITH FUTURES TRADING CAN BE SIGNIFICANT. THE ACCOUNT CONTROLLER MAKES NO CLAIMS WHATSOEVER REGARDING PAST OR FUTURE PERFORMANCE. PLEASE READ THE FULL DISCLAIMER. GOVERNMENT REGULATIONS REQUIRE DISCLOSURE OF THE FACT THAT WHILE THESE METHODS MAY HAVE WORKED IN THE PAST, PAST RESULTS ARE NOT NECESSARILY INDICATIVE OF FUTURE RESULTS. WHILE THERE IS A POTENTIAL FOR PROFITS THERE IS ALSO A RISK OF LOSS. A LOSS INCURRED IN CONNECTION WITH TRADING FUTURES CONTRACTS CAN BE SIGNIFICANT. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION SINCE ALL SPECULATIVE TRADING IS INHERENTLY RISKY AND SHOULD ONLY BE UNDERTAKEN BY INDIVIDUALS WITH ADEQUATE RISK CAPITAL.**

**Item #14 \_\_\_\_\_(initial)**

**Risk Disclosure Statement #2**

**THE RISK OF LOSS IN TRADING COMMODITIES CAN BE SUBSTANTIAL. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION. WHEN CONSIDERING WHETHER TO TRADE OR TO AUTHORIZE SOMEONE ELSE TO TRADE FOR YOU. YOU SHOULD BE AWARE OF THE FOLLOWING:**

**Some performance summaries are based on trading multiple contracts, your results may differ depending on the quantities you trade.**

**Brokerage commissions will vary from client to client. Therefore, your results may differ depending on what you pay for commissions and fees.**

**All performance numbers are gross performance results and do not take commissions, slippage or other fees into consideration since these will vary from account to account.**

**Most performance summaries are reported on a calendar basis. Not all investors start at exactly the same time, actual performance may be different than reported results.**

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.**

\_\_\_\_\_  
**K2PTR Participant's Signature**

\_\_\_\_\_  
**K2PTR Participant's Address**

\_\_\_\_\_  
**K2PTR Participant's City, State, Zip**

\_\_\_\_\_  
**K2PTR Participant's Phone Number**

\_\_\_\_\_  
**K2PTR Participant's Email Address**

\_\_\_\_\_  
**Date**

