

## Terms and Conditions

This document contains the Terms and Conditions of the four (4) entities which make up the AuBit Freeway Lite US ecosystem at [www.freewaylite.us](http://www.freewaylite.us).

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# Your Terms for AuBit Freeway Platform (Freeway Operations Inc.)

This AGREEMENT is made between You ('**You**') as an individual, corporate entity, or other You of the Aubit Freeway Platform BETA version and Freeway Operations Inc, with its registered office at 306 Victoria House, Victoria, Mahe, Seychelles (The '**Company**') which is providing the platform and technology services hosted at [www.freewaylite.us](http://www.freewaylite.us).

PLEASE READ THESE TERMS OF USE FULLY. NOTE THAT SECTIONS OF THESE TERMS AND EXHIBITS CONTAIN CLAUSES WHICH LIMIT YOUR LEGAL REMEDIES AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS.

THESE TERMS GENERALLY GOVERN THE RELATIONSHIP BETWEEN YOU AND THE COMPANY.

## Definitions

You or Your - Means you as a person. It also refers to any corporate entity, body, group, partnership or other organization that you represent.

Freeway Platform or Platform - Means the BETA or Lite version of the Freeway Platform as provided by The Company. Including any updates, ancillary services, applications, or other digital services provided using the Freeway.

The Company - Means Freeway Operations, Inc.

Services - Means any function, service subscription, reward, benefit, membership, or any method by which you can interact with the Freeway Platform.

Website - Means any domain which directs, re-directs, or otherwise allows you to access the Freeway Platform provided that it is owned and administered by Freeway Operations Inc.

Account - Means Your Account as set up under license by The Company.

## Scope

Unless otherwise stated herein, these Terms govern your use of the Freeway Platform in BETA mode.

To the extent of any conflict with these Terms, the Network Terms and Policies shall

control with respect to any issues relating to the use of The Platform and in connection with providing or receiving Services in the Network.

These Terms replace any other prior arrangement that you or your affiliates may have had with The Company. All Platform use is conducted by this and under this Agreement.

## **Acceptance**

By clicking 'Accept', visiting the website, using the services, or engaging with The Company in any way with the aim of receiving services, you are deemed to have accepted these Terms and conditions.

If you do not agree with any part of these Terms and Conditions you should not click 'accept' when promoted and immediately discontinue your use of the Freeway Platform Services.

Electronic signature laws apply to your use of these terms. You are hereby deemed to have accepted pursuant to any electronic signature laws of the Republic of Seychelles and/or where you are based.

You may not negotiate, renegotiate, or only accept part of these terms. Acceptance is deemed as a whole and this does not amount to an invitation to treat, or opportunity to provide a tender or bid for use of the Services or Platform.

You agree that you are over the age of 18 and have the relevant mental capacity to accept these terms. If You are under the age of 18 or suffer from any condition which may impact or has the ability to impact your functions, you should not use the Platform. In accepting these terms you are providing an undertaking that both these facts are true.

You further hereby warrant that:

(a) All the information submitted by him/her to The Company is true, complete, valid and non-misleading;

(b) You are a citizen, tax resident or green card holder of the United States of America.

(c) You are of sufficient age to participate in the use of the Platform and are a natural person with full civil capacity of conduct under the laws of the jurisdiction where he/ she is domiciled or maintains citizenship;

(d) You are an expert, technician and/or professional in the fields of blockchain,

distributed ledger technology and crypto-Token, cryptocurrency and financial market and fully aware of the risks associated with the development and use of the Platform including (Wallet) and Ecosystem;

(e) Your use of the Platform is voluntary and based on Your own independent judgment without being coerced, solicited or misled by anyone else;

(f) You are permitted by the laws of each jurisdiction to participate and use The Platform including you are legally permitted to acquire, receive and hold cryptographic Tokens;

(g) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority is required on Your part in connection with the participation in the use of Cryptocurrencies or use of The Platform;

(h) You are experienced in and capable of maintaining and safekeeping the Cryptographic Tokens, Bitcoin, Polkadot or any other wallet/token private key(s);

(i) Your use of the Platform and acquisition of any Cryptographic asset is lawfully acquired through mining and/or trading to make payment to or from the Platform and that it is not being used or come from any any money-laundering, terrorism financing or other illicit purpose;

(j) Your use of the Platform from The Company primarily is to engage with The Company Ecosystem without expectation of any profit or financial yield and does not contemplate to use the Platform for any financial, speculative, illegal or unethical purpose, including for the aim of financial gain such as investment, and

(k) (Except having specifically communicated to and been permitted by The Company in advance) You are using the Platform for your own benefit and are not acting as a nominee or agent for or on behalf of any third party.

All the above representations and warranties made by You shall be true, complete, accurate and non-misleading on and from the date of that You are making a payment hereunder or setting up an account. The Company reserves the right to reject and invalidate the payment by, and withhold the relevant Tokens from, You if it is believed you have made a false representation in the sole judgment of The Company .

### **Nature of the Platform**

The Platform is currently in BETA mode. This means that services, elements, and Your experience may change from the model and over time now.

The nature of BETA mode means that the Platform may be down for a limited or extended period of time intermittently due to maintenance and upgrades.

### **Amendment and Variation**

These Terms can be amended from time to time by The Company. Any amendments will be deemed accepted by you through your continued use of the Platform and you are advised to check the terms from time to time.

These terms can be varied from time to time by the Company.

The Company reserves the right to Amend or Vary these terms for any reason including, but not limited to, business need or change in legal status of services provided on the Platform.

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting the amended Terms on the The Company website. You will be deemed to have accepted these terms and such changes by engaging with our website, or undertaking any action for or with the Platform.

These Terms may not be otherwise amended by You except in a signed writing executed by both You and The Company. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not continue to use the Platform, the Website or engage with any Social Media as operated by The Company.

### **Taxes**

The purchase price that you pay for any services on the Platform is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your use of the Platform, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your use of the Platform.

### **Representations and Warranties**

You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic Tokens, Token storage mechanisms (such as Tokens /wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;

You have obtained sufficient information about the Platform to make an informed decision to sign up and use the Platform for what is intended for;

You understand that The Company confers only the right use the Services in the Network and confer no other rights of any form with respect to the Network or Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

You understand that you are not permitted to resell, to any person or party, Platform, rights, or any items, including cryptographic tokens, acquired from The Platform, if doing so breaches any national, domestic, or international financial, securities, or other laws. These include securities, financial, and terrorism laws;

Your purchase of anything from the Platform and your use of The Platform complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using Tokens in the Network, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens and furthermore hold The Company harmless for any taxes incurred through the purchase, sale, holding, or disposal of Tokens and use of the Platform generally.

You are not using the Platform from a location in any restricted jurisdiction.

You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services.

If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

## **Indemnification**

In relation to:

- (i) your responsibilities or obligations under these Terms,
- (ii) your violation of these Terms, or
- (iii) your violation of any rights of any other person or entity

You agree that, to the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees).

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under the applicable sections of the agreement herein. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

## **DISCLAIMERS**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE USE OF PLATFORM AND ANY TOKENS ARE SOLD AND OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE PLATFORM IS RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE USE OF THE PLATFORM OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

YOU HEREBY UNDERSTAND THAT THE PLATFORM IS CURRENTLY IN BETA MODE AND IS NOT IN ITS FINAL STATE.

## **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE Platform OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT

NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF Company AND THE Company PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE PLATFORM, EXCEED THE AMOUNT YOU PAY TO US FOR THE PLATFORM.

THE LIMITATIONS SET FORTH IN APPLICABLE SECTIONS HEREIN WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

In relation to disputes arising between You and 3rd parties or the acts or omissions of 3rd parties, to the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence). You expressly waive any rights you may have under principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

### **Total waiver of Liability**

You hereby warrant and agree that the Company, its directors, members, shareholders or any other party associated with The Company shall not be liable for any losses associated with the use of, creation, development, obtaining, transfer, holding, or your possession of the Tokens. This includes in the event that any regulatory body undertakes an investigation, action, or other activity which requires the Tokens to be frozen or otherwise taken out of circulation pursuant to Order of Court.

You further warrant and agree that you hereby hold the Company, its members, directors, or shareholders harmless for any non-development of software features or project development associated with the project. Any forecasts, figures, suggestions, designs, or ideas are subject to change, compliance, regulations, and development fees. In the event that The Company does not create, develop, or deploy any of its ideas or suggestions provided on its website, white paper, or in any press release, the Company, directors, members, shareholders shall not be liable for any losses or breach of this agreement.



## **Assignment**

These terms may not be assigned by You at any time.

The Company may assign these terms, in part or in whole, without notice to you. Notice does not include updating the terms to reflect the new name of any assignee.

## **License**

You are hereby granted a revocable license to use and engage with the Freeway Platform as provided by The Company. This license entitles you to use, interact with, engage with the services as provided by The Platform.

This License does not grant you any rights or ownership in the Platform Itself. Furthermore, this license does not grant you any rights or ownership in the Company. Nor is it a license to use any of the trademark, protected, or copyrighted information as provided by The Company.

You are not purchasing, renting, or acquiring any rights or ownership to the Platform.

At any time, the Company reserves the right to suspend your use of, and license to use the Freeway Platform for any reason. In the event that your use is suspended the Company shall inform you via your contact method provided.

The Company reserves the right to terminate your license and use of the Platform for any reason. In the event that your use of the platform is terminated you will be informed by the communication method you were provided.

In the event that your use of the Platform is suspended. Fees, Funds, Coins, or any other items you hold in or on the Platform may also be suspended. The Company will remove any suspension after a reasonable period of time.

A suspension of license can be incurred for any reason, including but not limited to, Your suspicious behavior, belief of misrepresentation, or breach of rules.

## **Accuracy of data**

It is important that you provide an accurate date when signing up for an account.

Failure to provide accurate data is a breach of this Agreement. It also means that the Company cannot reasonably keep in contact with you,

## **Account use**

In order to access the Platform and activate your license to use, you must set up and establish an account on the Platform.

You hereby give an undertaking that all information provided during the sign up process is accurate.

You hereby give an undertaking that you are not signing up for an account with the intention of, or aim of, facilitating money laundering or allowing funds, fees, or any other service to be used in connection with money laundering, terrorist financing, or any other illegal or illicit activity.

If you have a reasonable belief that any of the funds you are using have been or could be used in the facilitation of criminal or terrorist activity you should immediately stop the use of your account and notify The Company.

You may not, at any time, host, hold, operate, or run an account on the Platform in for or on behalf of anyone else without first getting the approval of The Company. Approval must be obtained first before you use the services for or on behalf of someone else.

You may not loan, lend, or allow another person (including all definitions associated with natural, corporate, partnership or other person) to use your account. For any reason.

### **Use of Third Party Services**

From time to time The Company may use third parties to provide some of their services and the functions as found on the Platform.

These third parties have disclaimed all liabilities toward as much as possible.

The Company shall hold no liability as to those third parties and in the event of catastrophic failure by the Third Party you hereby grant an irrevocable power of attorney to act on your behalf.

Acting on your behalf shall constitute the recovery and restitution of any and all damages or losses caused by the deliberate act or omission including gross negligence.

The Company does not operate or maintain all aspects of the Network, and as such, The Company has no responsibility or liability for the Network or any ability to control third parties' use of the Network.

### **Registration of Account**

In order to use our Services you are first required to create an account with The Company (“Account”).

During the registration process you may be asked questions about yourself. This information is used in order to determine if you are eligible for an Account. You warrant and agree that all information provided when creating an Account is current, complete, and accurate.

You will promptly notify The Company of any changes to any information that would cause the information provided upon your Account’s creation to no longer be current, complete or accurate.

You also expressly agree that no Account will be created until such time as you have successfully confirmed your identity and satisfied The Company that you are who you claim to be during registration. This includes all personal and contact information such as email address and contact number.

You agree that you exclusively will access and use your Account, and may not transfer the right of its use or disclose any log-in credentials to a third party without our written consent. You agree to take full responsibility for any activity that occurs through the use of your account, and cannot transfer this obligation to any third party. You agree to notify The Company in the event that you discover or suspect any security breaches or vulnerabilities related to the Site, Services or Wallet.

You are responsible for your own account, You are not to share passwords or identifying information with any other party.

No accounts are to be created by Agents acting on behalf of another party. You may only have one account.

### **Use of Cryptographic assets**

Being a transfer mechanism to establish the level of participation by You to enable to interact with the Platform, by its design any Aubit or Aubitized Tokens are NOT and shall in NO case be understood, deemed, interpreted or construed as:

- (i) any kind of currency or money, whether fiat or not;
- (ii) equity interest, voting or non voting securities (or its like) in, or claims against, FWT including its members, shareholders, consultants, directors or any other entity in any jurisdiction;

- (iii) equity or debt investment of any kind in any venture;
- (iv) any securities having intrinsic value or market price;
- (v) any form of financial derivatives;
- (vi) any commercial paper or negotiable instrument;
- (vii) any form of investment contract between the relevant holder and any other person;
- (viii) any commodity or asset that any person is obliged to redeem or purchase; or
- (ix) any note, bond, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person.

Ownership of any Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of and interaction with the Network, if successfully completed and deployed. In particular, you understand and accept that The Company does not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Network and/or Company and its affiliates, other than rights relating to the provision and receipt of Services in the Network, subject to limitations and conditions in these Terms and applicable Network Terms and Policies (as defined below). You understand and accept that the Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

## **KYC**

You are required to undertake Know Your Customer inspections by the Company in order to use The Platform.

During the KYC check you will be expected to provide documents and provide your identity. If you fail to prove your identity your account will be suspended or terminated.

All documents provided during the KYC process will be maintained by The Company or by a dedicated third party which provided such service.

The Company shall be entitled to take any action to identify any Purchaser at any time, even after the close of the Payment Window or sign up form/section. If The Company conducts “know your customer” exercises or any other kind of customer due diligence to verify the identities of all or part of You, You shall timely provide all such information and meet all such requests as may be sought or instructed by The Company for that purpose.

## **Security**

You are responsible for implementing reasonable measures for securing the wallet, or other storage mechanism you use to receive and hold any Cryptographic asset you purchase from The Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Cryptographic Assets. We are not responsible for any such losses.

**WARNING: DO NOT OPERATE, USE, OR SIGN UP FOR THE FREEWAY PLATFORM IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS.**

The use of The Platform should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic Tokens, like Bitcoin (“BTC”), and blockchain based software systems. You should have a functional understanding of storage and transmission mechanisms associated with other cryptographic Tokens. While the Company and Team will be available to assist You where possible of your use of The Platform, The Company will not be responsible for lost cryptocurrency, such as BTC, ETH, or other Tokens resulting from actions taken by, or omitted by You.

## **Assistance with investigation**

In the event of any Criminal or Regulatory investigation into You or the Platform, The Company will hand over all information relating to You, Your Account, Account Activity, and any other information collected during your use of and operation of your Account.

In the event of being presented a Court Order from a competent court The Company will comply with all instructions contained within the Order.

## **Waiver of Class Action**

You hereby waive your rights (under domestic or other law) for and to the right in bringing a class action against The Company.

This includes any group, partnership, or other action by multiple parties in the same lawsuit.

## **Logos and Icons**

Any and all icons or Logos remain the exclusive property of The Company and maybe granted under License from another Company within the group.

You have no right, claim, or other action to use, copy, or otherwise promote the Company or affiliation with the Company by use of or reproduction of any trademarked Logo without the express written consent of the Company.

**At no time does The Company provide any legal, financial, investing advice and any publicised, provided, or referred to information or publications should not be considered as such.**

**The Company's documents, site or services are not any other kind of specialized or expert advice on which You might detrimentally depend, causing liability against The Company. In using the Platform, you represent and warrant that you have sought legal, financial, investment or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to evaluate the risks and merits associated with Blockchain and/or The Company management and offerings and to competently use our Services. We give no warranty regarding the suitability of any Tokens or other assets acquired using our Wallet and assume no fiduciary duties to you.**

**You represent and warrant the understanding that any recommendations or commentary made by The Company or its employees or other should be considered generalised in nature, and you should use your own judgement or seek the advice of an expert before taking any action regardless of such statement. We give no assurance as to the accuracy or completeness of any such statement.**

**At all times the You agree to undertake Your own due diligence regarding the use of the Platform before engaging in any of the Services provided by The Company.**

### **Links to other Websites**

The Company may provide links to third-party web sites or services that are not owned or controlled by The Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services.

You further acknowledge and agree that The Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or detrimental reliance on any information, content, goods or services available on or through any such web sites or services. The Company is not liable for any loss or damage incurred as a result of interacting with any third party

content on our Site.

The Company cannot guarantee or verify the contents of any externally linked website despite its best efforts.

### **Use of Cookies**

The Company's Platform website uses cookies to better Your experience while visiting the website and so the Company can better understand how you interact with the website.

Cookies are small files saved to Your computer's hard drive that track, save and store information about Your interactions and usage of the website. This allows the website, through its server to provide You with a tailored experience within this website.

You are advised that if You wish to deny the use and saving of cookies from this website onto Your computers hard drive You should take necessary steps within Your web browser security settings to block all cookies from this website and its external serving vendors.

Other cookies may be stored to your computer's hard drive by external vendors when this website uses referral programs, sponsored links or adverts. Such cookies are used for conversion and referral tracking and typically expire after 30 days, though some may take longer. No personal information is stored, saved or collected.

### **Contact and Communication**

Your personal information is kept private and stored securely until a time it is no longer required or has no use, as detailed in the Data Protection Act (or other applicable law to The Company). Every effort has been made to ensure a safe and secure form to email submission process but advise using such form to email processes that You do so at Your own risk.

The Company will use your details to subscribe you to any email newsletter program the website operates but only if this was made clear to you and your express permission was granted when submitting your information. Your details are not passed on to any third parties except with your consent.

In sending the Company or the website your personal information you are consenting to allow the Company to contact you subject to the above conditions. Any data held by the Company relating to individuals will be stored and destroyed in accordance with data protection laws and anti-money laundering or related laws.

### **Email Communications**

From time to time The Company operates an email newsletter program, used to inform subscribers about products and services supplied by this website. You can subscribe through an online automated process should You wish to do so but do so at Your own discretion.

All personal details relating are held securely and in accordance with data protection laws. Except as required by law for Anti-money laundering and counter terrorism purposes to the relevant authorities, no personal details are passed on to third parties nor shared with companies / people outside of the Company that operates this website.

Email marketing campaigns published by this website or its owners may contain tracking facilities within the actual email. Subscriber activity is tracked and stored in a database for future analysis and evaluation. Such tracked activity may include; the opening of emails, forwarding of emails, the clicking of links within the email content, times, dates and frequency of activity [this is by no far a comprehensive list].

This information is used to refine future email campaigns and supply the You with more relevant content based around their activity.

### **Copyright of Communications In Connection With Our Services**

You agree that any materials, information or communications transmitted between the You and The Company in any form, or between the You and any other Token You via our Wallet, are non-confidential and will become the sole, exclusive property of The Company .

The Company will own all intellectual property rights to such communications or materials, and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.

### **Social Media Platforms**

Communication, engagement and actions taken through external social media platforms that this website, the Company, and its owners participate on are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively.

This website may use social sharing buttons which help share web content directly from web pages to the social media platform in question. You are advised before using such social sharing buttons that they do so at their own discretion and note that the social media platform may track and save your request to share a web page



respectively through your social media platform account.

The Company holds responsibility for any and all comments, posts or any other action taken on social media belonging to the Company. Social media can easily be identified as belonging to the Company by the name of the account on the relevant social media platform. Any and all comments and actions made on social media are not intended to cause offense or serve as a defamatory action. Each and every posting will be checked for accuracy.

If you believe your intellectual property rights, personal rights, or any other rights have been infringed by any action on social media you are to notify the Company as soon as possible so that the Company has an opportunity to rectify and/or remove the post.

### **Indemnification**

In the event that You breach this Agreement, You agree to indemnify, exculpate and hold The Company, its representatives, affiliates, employees and service providers harmless from any claim or demand permissible by law arising out of or related to the use of these Services and Your breach of these Terms or violation of any law, rule, or rights of a third party. You agree to pay for any legal fees or other costs incurred by The Company or any other indemnified parties as a result of Your actions.

### **Disclaimer of Warrants and Guarantees**

The Company does not guarantee any level of performance or the continued, uninterrupted availability of our Services. We do not guarantee the accuracy of any information provided on the Site. We hereby disclaim all warrants and guarantees not expressly made in these Terms.

### **Jurisdiction**

These terms and the relationship between You and the Company shall be governed by the laws of the Republic of Seychelles and the courts of the Seychelles have jurisdiction over these terms and the relationship.

# **Agreement to Purchase Cryptographic Utility Tokens (AuBit X LLC)**

This Agreement is made between Aubit X, LLC a Limited Liability Corporation based in the State of Wyoming with company registration number 000859723 with its official address at 30 N Gould Ste R, Sheridan Way, WY 82801 (hereinafter 'Aubit') and You, a citizen or resident of the United States of America (hereinafter 'You', 'Your').

THIS AGREEMENT CONTAINS DISCLAIMERS AND WAIVERS OF LIABILITY WHICH YOU SHOULD READ IN FULL. IF YOU DO NOT AGREE TO ANY OF THE TERMS CONTAINED HEREIN YOU SHOULD NOT ACCEPT THESE TERMS.

## **PREAMBLE**

You wish to purchase Aubit Freeway Tokens (the 'Tokens') and are a U.S. Citizen or Resident (hereinafter 'U.S. Person'). Aubit is selling the Tokens for and on behalf of the Aubit group of companies which created and produced the Tokens to work within their ecosystem and technology platform. These terms will govern your purchase and use of the Tokens.

WHEREAS - Aubit has registered with the Wyoming Secretary of State under the Blockchain Registration protocol and is selling a Utility Token to U.S. persons.

WHEREAS - Aubit is not conducting an Initial Coin Offering, or other cryptographic token sale raise for the purpose of generating finance.

WHEREAS - The Tokens are not produced, minted, or maintained by Aubit X, LLC and are being sold on behalf of the Aubit group of companies.

WHEREAS - You are a citizen or resident of the United States of America and wish to purchase the Tokens and intend to be bound by these terms hereafter.

## **TERMS**

### **1. Agreement to sell**

This Agreement is made between You and Aubit for the purpose of Your purchase of Tokens.

By clicking 'Agree to these terms' You hereby agree that You have read all of this Agreement and agree to be irrevocably bound by all of its terms, elements, clauses, disclaimers, and waivers as contained within.

You agree to purchase the number of Tokens You select during the purchase process within the Aubit X, LLC website: [www.freewaylite.us](http://www.freewaylite.us). The Aubit X, LLC website has been specifically designed for US persons and no other individuals should or may use this website.

You will pay immediately for the Tokens before any shall be distributed or made available to You.

It will be necessary for Aubit to undertake Know Your Client ('**KYC**') steps to ascertain that You are of legal age and entitled to purchase the Token generally. You will be required to pass through KYC checks before You can complete Your purchase of Aubit Tokens on the Aubit X, LLC website: [www.freewaylite.us](http://www.freewaylite.us)

If You fail KYC checks any fees paid by You will be refunded and You will not receive Tokens.

If You fail to prove you are a citizen or resident of the US You will be removed from the Aubit X, LLC website and asked to complete the onboarding process on the general Aubit website.

As a citizen or resident of the US You may not and will not use the Aubit general website without prior registration on the Aubit X, LLC website. Aubit X, LLC services can be denoted by the words "Aubit X" and "Freeway Lite US". The services will be provided at the website address [www.freewaylite.us](http://www.freewaylite.us) and citizens and residents of the US should only use these services.

Once You have passed KYC and paid the necessary fees Your Tokens will be uploaded into Your Aubit Account. You will then be required to go to the general Aubit website and complete Your registration there.

NOTICE: SOME ELEMENTS OF THE AUBIT X, LLC ([www.freewaylite.us](http://www.freewaylite.us)) AND THE GENERAL AUBIT WEBSITE MAY OVERLAP FOR THE PURPOSE OF KYC. YOU MAY ALSO BE REQUIRED TO SHOW ADDITIONAL DOCUMENTATION ON THE AUBIT GENERAL WEBSITE SUCH AS PASSPORT. IT IS NOT RECOMMENDED THAT THOSE WHO DO NOT HAVE A PASSPORT PURCHASE TOKENS.

### **Your Warranties and undertakings**

You hereby warrant and undertake the following:

You are not purchasing Tokens under any duress or pressure from a third party.

You are not purchasing any Tokens for on on behalf of any third party and all Tokens You acquire shall remain within Your possession at all times.

You are not purchasing any Tokens as a speculative, investment, or other financial instrument.

You are familiar with the nature of cryptographic tokens and possess reasonable enough knowledge to manage the Tokens.

You do not consider the Aubit Token a financial or security instrument.

## **2. Conditions of Sale**

By purchasing the Tokens You agree that the Tokens may not be used outside of the Aubit Ecosystem. Any use of the Token outside of the Aubit ecosystem is done so at Your own risk and without the permission or guidance of Aubit, generally.

Tokens purchased from Aubit X, LLC can only be redeemed in the same currency as they were purchased. Alternatively, You may sign an agreement with Amethyst International, LLC to exchange your Tokens purchased from Aubit X, LLC into BTC, ETH, USDT or USDC.

You Agree to all the warranties and undertakings as contained herein.

You are of sound mind and are not subject to any legal proceedings or actions which could cause issue with Your ownership of Tokens.

You do not have any prior history or convictions of money laundering or other financial crimes.

You are not a protected person, nor have been disqualified from holding office in any company or corporation anywhere in the world.

You are not subject to any IRS Audit or Investigation.

## **3. Nature of Token**

The Token has been assessed by a top tier international law firm and Aubit has worked carefully to ensure that the Token and its use are confined only to those uses as defined within the State of Wyoming as 'Utility' and general international guidance and consensus on utility tokens. Aubit has also digested all current SEC and IRS advice and guidance on utility tokens and has ensured that their Token is compliant as possible.

The Token is not, and shall not ever be a security. U.S. Persons are restricted in an end to end use protocol which ensures that the Token does not leave the network. Any removal of the Token from the Aubit Network by You, is done so in breach of these terms and is out of control of Aubit.

The Token is 'aligned' with a fiat price. This price is for illustrative purposes only and does not represent an actual value of the Token. This representation may fluctuate in amount based on the transactions being undertaken on the Token network. The Token has no conversion or cash value.

Upon disposal or transfer of the Token to another Aubit user or to Aubit, You may obtain more or less than You initially put in to acquire Tokens to use the Aubit ecosystem. Aubit is not responsible or liable for any tax payments and You shall be responsible for all tax reporting and filings in relation to owning, operating, and disposal of your Tokens.

Aubit is also not and shall not be liable for any loss of value in the Token. Aubit does not control the value of the Token. Any value assigned to the token is for logistical and illustrative purposes only and does not purport its actual or cash value.

#### **4. NOTICE ON SECURITY**

THE TOKEN IS NOT A SECURITY. IT SHOULD NOT BE BOUGHT TO SPECULATE. IT SHOULD NOT BE BOUGHT AS AN INVESTMENT OR FINANCIAL OPPORTUNITY. THE TOKEN IS ONLY AN ENGAGEMENT MECHANISM IN AN END TO END PROTOCOL AND THE TOKENS ARE REQUIRED TO USE THE PROTOCOL MUCH LIKE A MEMBERSHIP, NETWORK, OR REWARD TOKEN.

YOU WILL NOT RECEIVE ANY TAX DOCUMENTS FOR YOUR OWNERSHIP OR USE OF THE TOKEN DIRECTLY.

AUBIT TOKENS ARE NOT WORTH ANY CASH VALUE.

YOU SHOULD ONLY USE THE AUBIT TOKEN IN LINE WITH THE AUBIT NETWORK AND GUIDANCE AS CONTAINED ON THE AUBIT WEBSITES. ANY DOCUMENTS WHICH MAY HAVE REFERENCED AN ICO OR TOKEN SALE DID NOT AND DOES NOT INCLUDE THE U.S. MARKET OR U.S. PERSONS.

THE SALE OF AUBIT TOKENS IS NOT BEING DONE TO RAISE FUNDS. IT IS NOT A FINANCIAL OR FUNDRAISING EXERCISE. IT IS BEING DONE TO ALLOW USERS ACCESS TO THE AUBIT ECOSYSTEM.

ACCORDINGLY NO FILINGS HAVE BEEN MADE WITH THE SEC OR ANY OTHER FEDERAL OR STATE BODY IN ACCORDANCE WITH THE BELIEF THAT THIS TOKEN DOES NOT CONSTITUTE AND IS NOT A SECURITY.

AUBIT X, LLC HAS NOT ISSUED AND DID NOT CREATE THE TOKENS.

#### **5. Restrictions on use**

The Token may only be used within the Aubit Network through [www.freewaylite.us](http://www.freewaylite.us). You will be required to register an account on the Aubit website in order to gain access to these services and features. Such an account is necessary to use the Token.

If You remove the Token from the Aubit Network, Aubit does not have any control or ability to monitor the Token. You do this at your own risk and in breach of these Terms and this Agreement.

You may not claim at any time that the Token is a security. In purchasing these Tokens and agreeing to these terms you understand that these Tokens are not designed and do not act as a security. You should never hold out, insist, promote, or communicate that Tokens are a security or likewise that Your ownership or use of Tokens makes You an investor.

Purchasing Tokens does not make You an investor. Tokens confer no rights to You.

## **6. Waiver and Release**

The purchase and use of the Token is totally voluntary. As such, upon Your purchase of Tokens You hereby agree to waive any and all claims you may have against Aubit. You furthermore agree to release Aubit from any and all claims that You may have or develop in the future (including its parents, affiliates, and subsidiaries) thereof.

Such waiver extends to Your interaction with Aubit and the Token and includes all the directors, members, officers, shareholders, subsidiaries, partners, affiliates, or any other party under contract with Aubit.

This waiver and release applies to any and all actions, causes of actions, claims, suits, debts, dues, sums of money, bonds, bills, balances, losses, costs, expenses, damages, agreements, undertakings or commitments known or unknown, suspected or unsuspected, asserted or accrued.

You expressly agree not to hold Aubit and any party under contract with Aubit liable for any claims arising from or out of the use or ownership of the Token with special focus placed on securities laws of both the United States and the States therein.

## **7. Indemnification**

The purchase and use of the Token is totally voluntary. As such, upon Your purchase of Tokens You hereby agree to indemnify Aubit including all of its officers, directors, members, contractors, or any other party associated under agreement with Aubit.

The indemnification will apply to any and all civil, criminal, or regulatory actions arising from or out of Your use of the Tokens. Indemnification may include elements such as legal fees, costs, expenses or any other financial compensation to ensure that the company is indemnified.

## **8. Compliance with law enforcement**

Aubit is committed to working with law enforcement and regulatory agencies. Accordingly, You hereby understand that Aubit will disclose any and all information relating to Token purchases and Token use to any government, regulatory, enforcement, or law agency upon their reasonable request.

This may include Your personal details such as name, address, date of birth, social security information and ID documents provided to us.

In the event that You do not wish to have your ID documents or information shared with any of the above named bodies, You should not purchase the Tokens.

Aubit will comply with any reasonable court order if provided and any and all requests should be made to the company head office. The address can be obtained by emailing the company.

## **9. Miscellaneous**

This Agreement has been made in good faith between You and Aubit and has been entered into voluntarily. Accordingly, if any clause within this Agreement is found to be invalid the contract shall remain in full force and the honorable court shall use its best efforts to determine the intention of Aubit in its drafting.

This Agreement and the relationship between the You and Aubit shall be governed by the laws of the State of Wyoming. Both You and Aubit agree to be bound by the laws of the State of Wyoming and any and all disputes shall be managed by a Court within the city of Cheyenne.

This Agreement may not be assigned by either You or Aubit.

This Agreement can be executed electronically by selecting 'Accept' (or similar wordage) on the Aubit website. Aubit will be deemed to have accepted these terms automatically.

## **ADDENDUM - Special Conditions for US Persons**

THIS ADDENDUM IS SPECIFICALLY FOR US PERSONS (THOSE WHO ARE US CITIZENS OR RESIDENTS). AS A US PERSON, BY REGISTERING WITH THE AUBIT X, LLC PLATFORM YOU HEREBY AGREE TO THESE SPECIFIC ADDITIONAL TERMS OF USE.

### **Use of the Platform**

US Persons may only use the Aubit Freeway Lite Platform at the web address **www.freewaylite.us** - this 'Lite' platform (the '**Platform**') restricts some of the elements of the Aubit Freeway platform which are not yet available to US Persons. This means you may see some features advertised or promoted that you do not have access to.

### **Enhanced KYC**

US Persons may, from time to time, be requested to provide additional information about themselves. Additional information may include but not be limited to, full name, date of birth, address, social security number. Additionally, new ID documents may be requested from time to time.

**YOU WILL BE REQUIRED TO PROVIDE A PASSPORT TO USE THE AUBIT PLATFORM. YOU SHOULD NOT USE THE AUBIT PLATFORM IF YOU DO NOT HAVE A VALID PASSPORT.**

US Persons must declare they are a US Person. They may not use any secondary passport or residency that they have in their possession. Because of US tax and securities laws, US Persons are always considered US Persons regardless of their geographical location.

Likewise, US Persons may not use a VPN or other avoidance measures to locate themselves within a different geographical location.

In the event that any US Person is found to be deploying any type of 'anti-avoidance measure such as a VPN or other, Aubit reserves the right to discontinue their use of the Platform immediately and issue a permanent ban to such US Person.

### **Freeway Tokens**

**US Persons may only use Aubit Freeway Tokens ('Tokens') that they have acquired from Aubit X, LLC under the terms as laid out by that company.**

Removal of Tokens from the Platform is prohibited. Any Tokens removed from the Aubit Platform may not then be reentered into the Aubit Platform for any reason. You will have to acquire new Tokens from Aubit X, LLC in order to use the Platform.

Aubit does not endorse, encourage or allow the Tokens to be removed from the Platform and using Tokens outside of the Platform is grounds to have your account terminated.

**YOU MAY NOT USE ANY TOKENS ACQUIRED BY A THIRD PARTY BY ANY OTHER MEANS ON THE PLATFORM OTHER THAN THOSE SOLD TO YOU BY AUBIT X, LLC.**

All the terms You agreed to during your purchase of Tokens remain valid and enforceable.



**Removal**

Pending a notification from any US government authority You may be blocked from using the Aubit network without advance notice if such a request is reasonably made by any US investigatory body. Upon an official request from such a body, You may be removed from the Platform.

# Nomination (Staking) Agreement (Ruby Fund LLC)

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES OFFERED BY AUBIT FREEWAY THESE TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF AUBIT FREEWAY BETA VERSION AND THE SERVICES, FEATURES, CONTENT, APPLICATIONS OR WIDGETS OFFERED BY AUBIT FREEWAY (THE "SERVICE").

This Nomination ("Staking") Agreement governs the legal relationship between **Ruby Fund LLC** duly incorporated in Panama ("Aubit Freeway") and **you** ("Nominator"). This Agreement shall be used for Staking tokens (purchased from Aubit X, LLC in accordance with its Purchase Agreement) with AuBit Freeway for the purpose of gaining Staking Rewards as defined below and is not used for any other services offered by AuBit Freeway . Nominator represents that whether on personal behalf or for an institution or company that Nominator has authority to legally Stake tokens to AuBit Freeway and will adhere to the terms listed in this Agreement.

BY STAKING TOKENS WITH AUBIT FREEWAY YOU ARE CONSENTING TO BE BOUND BY, ASSENTING TO THE TERMS AND CONDITIONS OF, MAKING REPRESENTATIONS AND WARRANTIES SET FORTH IN, AND WILL BECOME A PARTY TO THIS NOMINATION AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE NOMINATION AGREEMENT, OR IF ANY OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE NOMINATION AGREEMENT IS INACCURATE AS APPLIED TO YOU, YOU MUST NOT STAKE TOKENS WITH OR OTHERWISE USE AUBIT FREEWAY BETA VERSION.

## 1. Services and Service Level Agreement

Nominators will stake their tokens into AuBit Freeway's wallet. These will be held until such time as the Nominator requests to unstake their tokens. Tokens will be returned at any time with a 5 working days notice period.

## 2. Control of Rewards

While tokens are staked the Nominator will remain in full control of the staking rewards by determining what percentage of activating tokens are used on the Aubit Freeway platform at [www.freewaylite.us](http://www.freewaylite.us).

# Foreign Exchange Customer Agreement (Amethyst International LLC)

In response to the US Patriot Act, it is www.Freewaylite.us's policy to verify personal information provided on this application. When opening a trading account with Freewaylite.us, we will ask for your name, address, date of birth, social security number or documentation to support your identity such as a current passport, driver's license or other documents deemed appropriate. Freewaylite.us reserves the right to request additional documentation and upon further review may deny opening an account if documentation is determined to be insufficient.

This Agreement sets forth the terms and conditions governing your account at Freewaylite.us ("Freewaylite.us"), a division of Amethyst International, LLC and all Contracts and other transactions in this Account with Freewaylite.us. This agreement refers to the person who has accepted its terms and conditions as "Customer" or "You."

1. **DEFINITIONS.** Terms capitalized in this Agreement are defined in their ordinary meaning, unless specifically defined by using quotation marks.
2. **SERVICES PROVIDED.** Subject to the terms and conditions of this Agreement and acceptance of Customer's application to open an Account with Freewaylite.us, Freewaylite.us will maintain one or more Accounts in Customer's name and will effect cash settled and physically settled transactions with and for Customer in the international Over-the-Counter Foreign Currency (foreign exchange) markets and metal markets on a spot basis, and provide such other services and products as Freewaylite.us may, in its sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all Contracts and other transactions entered into between Freewaylite.us and Customer shall be governed by the terms of this Customer Agreement, as amended from time to time (including, without limitation, Freewaylite.us's Trading Policies and Procedures).
3. **REPRESENTATIONS AND WARRANTIES.** As of the date hereof, the date of each Contract and other transaction in Customer's Account and any date on which Freewaylite.us's Risk Disclosure Statement or Trading Policies and Procedures are revised, updated or amended, Customer represents and warrants to Freewaylite.us and agrees for the benefit of Freewaylite.us that:
  - 3.1. if Customer is a natural person, Customer is of sound mind, legal age and legal competence.
  - 3.2. if Customer is not a natural person, (i) Customer is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all Contracts and other transactions contemplated hereunder have been duly authorized by Customer; and (iii) each person executing and delivering this Agreement and all Contracts and other transactions contemplated hereunder on behalf of Customer performing the obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder on behalf of Customer, has been duly authorized by Customer to do so.
  - 3.3. execution and delivery by Customer of this Agreement and all Contracts and other transactions contemplated hereunder, and performance of all of Customer's obligations

- contemplated under this Agreement and any Contract and other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer.
- 3.4. Customer has full beneficial ownership of Customer's Account. Customer has not granted and will not grant a security interest in Customer's Account with Freewaylite.us (other than the security interest granted to Freewaylite.us hereunder) to any person without Freewaylite.us's prior written consent. Customer has full beneficial ownership of all collateral and will not grant any security interest in any Collateral to any person (other than the security interest granted to Freewaylite.us hereunder) without Freewaylite.us's prior written consent.
  - 3.5. Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as Freewaylite.us, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of Freewaylite.us or to protect Freewaylite.us's interests with respect to any Collateral.
  - 3.6. Customer has read and understands the provisions contained in this Agreement, including, without limitation, Freewaylite.us's Risk Disclosure Statement and Trading Policies and Procedures, Customer will review the Agreement each time it is amended. Customer will not affect any Opening Transaction in Customer's Account unless Customer understands Freewaylite.us's revised Agreement, and Customer agrees that in effecting any Opening Transaction it is deemed to represent that it has read and understands Freewaylite.us's revised Agreement as in effect at the time of such Opening Transaction.
  - 3.7. Customer agrees to comply with all applicable law. You may not use your personal account with Freewaylite.us for any illegal activity.
  - 3.8. All information provided by Customer to Freewaylite.us, including information regarding Customer's trading experience and investment sophistication, is true, correct and complete, and Customer will notify Freewaylite.us promptly of any changes in such information.
  - 3.9. The risk capital and/or intended initial deposit provided as part of the Customer Account Application and any subsequent deposits Customer makes to Customer's account in excess of such pre-disclosed amount(s) represents Customer's total risk capital which should it be lost in its entirety would not alter the Customer's lifestyle.
4. **TRADING.** Customer authorizes Freewaylite.us to purchase and sell physically settled and cash settled Foreign Exchange Contracts and Cross Currency Contracts and Metal Contracts on a spot basis for Customer's Account in accordance with Customer's instructions received through the Freewaylite.us Online Trading System or via telephone to the Freewaylite.us Trading Desk, subject to the terms of this Agreement, including the Annexes hereto and the Customer Account Application, including any applicable addenda thereto. Customer agrees to be conclusively responsible for any instruction received electronically that is identified with Customer's password and Account number and for any electronic, oral and written instruction (including, but not limited to, any Order) to Freewaylite.us from persons at Freewaylite.us, in its sole judgment, believes are apparently authorized by Customer. If Customer's Account is titled as a joint account, Freewaylite.us is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account. Freewaylite.us shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by Freewaylite.us in reliance on any such instructions or on the apparent authority of any such persons.
- 4.1. **Pricing Information.** Freewaylite.us will make available, by posting on the Freewaylite.us Online Trading System or by telephoning the Freewaylite.us Trading Desk, Bid Prices and Ask Prices at which Freewaylite.us is prepared to enter Foreign Currency Contracts, Cross

Currency Contracts, or Metal Contracts with Customer. Each Bid Price or Ask Price shall be for a Spot Contract with a specified Value Date and shall specify each Eligible Foreign Currency or tradable U.S. dollar-based currency pairs involved where applicable. Freewaylite.us expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time for similar transactions, but a number of factors, such as communication system delays, high volume or volatility can result in deviations between prices quoted by Freewaylite.us and other sources. Freewaylite.us makes no warranty, express or implied, that Bid Prices and Ask Prices represent prevailing bid prices and ask prices. In addition, these Bid and/or Ask Prices may reflect, at the direction of the Introducing Broker named above, additional pips added to the BID and/or ASK price that may result in an increase of the dealable spread available for the Customer's account as well as a per trade or per lot commission and/or fees. See **Section 11-Charges**.

- 4.2. **Order Execution.** Freewaylite.us will attempt to execute all Orders that it may, in its sole discretion, accept from Customer in accordance with Customer's instructions received through the Freewaylite.us Online Trading System or via telephone to the Freewaylite.us Trading Desk. In cases where the prevailing market represents prices different from the prices Freewaylite.us has posted on our screen, Freewaylite.us will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. All Contracts made and entered into by Freewaylite.us hereunder will be entered into by Freewaylite.us as principal. Customer acknowledges, understands and agrees that Freewaylite.us is not acting as a broker, intermediary, agent, and advisor or in any fiduciary capacity. Slippage is a term referring to the difference between requested price and the price at which an order is actually filled. Slippage typically occurs around times of news or economic announcements and extreme market volatility and can be either positive or negative. Notwithstanding the provisions of this Paragraph, Customer acknowledges, understands and agrees that all non-market orders are accepted by Freewaylite.us and undertaken on a "best-efforts basis" in accordance with the relevant provisions of the Trading Policies and Procedures, as amended from time to time. Please visit Freewaylite.us's website for more information on order types. In limited instances Freewaylite.us may be unable to execute your trade at your requested rate due to the size of your trade and available liquidity in the market. In these instances, your trade will default to a Request For Quote ("RFQ"). The RFQ functionality will send you a real-time streaming price that you can choose to accept or reject. If you accept the updated price quote, a new trade will be submitted for execution at the updated price, subject to the terms of this Agreement.
- 4.3. In rare circumstances due to market conditions, lack of liquidity typically associated with large order sizes and/or higher than normal market volatility and associated volume, your order may not be auto executed and be subject to manual review. Such manual review may result in a delay in execution with a potential for price slippage. FOREX.com will always attempt to fill your trades timely and at the best available price.
- 4.4. **Trade Matching.** Freewaylite.us or its affiliates may, at a future date, establish a trade matching system or determine to route Customer's orders to a trade matching system operated by third parties. In that event, Freewaylite.us, and/or any one or more of its affiliates, shall have the right (but not the obligation), in the sole discretion of Freewaylite.us or any such affiliate, to act for its own account, and as a counter party or as a broker to Freewaylite.us customers, in the making of markets and the purchase and sale of Foreign Exchange Contracts, Cross Currency Contracts and Metal Contracts via any medium, including without limitation, over any trade matching network in use by Freewaylite.us customers and/or the general public.
- 4.5. **Transmission.** Freewaylite.us shall have no responsibility for delays in the transmission of orders due to disruption, failure or malfunction of communications facilities and shall not

be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity arising other than as a direct result of Freewaylite.us's gross negligence.

- 4.6. **Position & Trading Limits.** Freewaylite.us reserves the right to limit the number of Open Positions that Customer may enter or maintain in Customer's Account. Freewaylite.us reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an Open Position.
5. **MARGIN REQUIREMENTS.** Customer shall provide to and maintain with Freewaylite.us Margin in such amounts, in cash or other such forms, and within such limits as Freewaylite.us, in its sole discretion, may from time to time require. Customer's Account will be under the control of Freewaylite.us. Freewaylite.us may change Margin requirements at any time, without prior notice to Customer, and may call for additional Margin ("Margin Call") at  
(x) any time Customer's Margin Balance falls below Freewaylite.us's Minimum Margin Requirement as applied to that Account; and (y) any time Freewaylite.us, in its sole discretion, believes that it is prudent to do so. Freewaylite.us may at any time liquidate Customer's Account in accordance with Paragraph 9. Freewaylite.us may withdraw funds from the Customer's account without notice: (x) to ensure that Posted Margin equals or exceeds Required Margin; and (y) to satisfy any payment obligation to Freewaylite.us, including commissions, fees and charges in respect of Customer's Account. In the event that Customer directs Freewaylite.us to sell any Margin, Collateral, Contract or other property and Freewaylite.us is unable to deliver such Margin, Collateral, Contract or other property to a purchaser because Customer fails to deliver it to Freewaylite.us, Freewaylite.us may borrow or purchase any Margin, Collateral, Contract or property necessary to make such delivery, and Customer hereby agrees to guarantee and hold Freewaylite.us harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees that Freewaylite.us may sustain. See the Margin Requirements page on Freewaylite.us's website.
6. **SECURITY AGREEMENT.** In order to secure any indebtedness or other obligations at any time owing from Customer to Freewaylite.us, including, without limitation, (i) indebtedness or other obligations under any Account, Contract or other transaction with Freewaylite.us; or (ii) any indebtedness or other obligations resulting from any guarantee by Customer of any Account, Contract or other transaction with Freewaylite.us, Customer hereby assigns, pledges and grants to Freewaylite.us a security interest in and right of setoff against: (i) all of Customer's Accounts with Freewaylite.us; (ii) all Contracts, cash, securities and other property in Customer's Account at Freewaylite.us or delivered or otherwise provided by Customer to secure its indebtedness or other obligations to Freewaylite.us or in Freewaylite.us's possession or control for any purpose (including safekeeping); and (iii) all products and proceeds of the foregoing (collectively, (i), (ii) and (iii) are referred to as "Collateral"). At any time, in Freewaylite.us's sole discretion and without prior demand or notice, Freewaylite.us may apply any or all cash (or sell or buy in any such Contracts, securities or other property and apply the proceeds there from) to any such indebtedness or other obligations, notwithstanding that such indebtedness or other obligations arise in an Account other than the Account in which the cash, Contracts, securities or other property were held or generated. Freewaylite.us shall have the right to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any Collateral it holds (including, but not limited to, using the Contracts as collateral for a loan to Freewaylite.us) free from any claim or right of any nature whatsoever of the Customer, including any equity or right of redemption by the Customer and to register any Collateral in the name of Freewaylite.us, its custodian or a nominee for either. Any failure by Freewaylite.us to enforce its rights hereunder shall not be deemed a future waiver of such rights by Freewaylite.us. Freewaylite.us is irrevocably appointed as attorney-in-fact for Customer and is authorized, without notice to Customer, to execute and deliver any documents, give any notice and to take any actions on

behalf of Customer, including the execution, delivery and filing of financing statements, that Freewaylite.us deems necessary or desirable to evidence or to protect Freewaylite.us's interest with respect to any Collateral. In the event that the Collateral deemed acceptable to Freewaylite.us ("Eligible Collateral") is at any time insufficient to satisfy Customer's indebtedness or other obligations to Freewaylite.us, including obligations to provide Margin in accordance with Paragraph 5 hereof, Customer shall promptly pay upon demand the entire amount of such deficit.

7. **NOVATION OF OPPOSING CONTRACTS.** Whenever there may exist in any Customer Account two or more open and opposite Contracts providing in whole or in part for the purchase and sale of the same Foreign Currency, Cross Currency Pairs or Metal Contracts on the same Value Date, such Contracts shall automatically be canceled and replaced by an obligation to settle only the net difference between amounts payable in respect of the relevant currencies under the relevant Contracts, and/or the net difference between the quantities of the relevant currency deliverable there under.
8. **SETTLEMENT DATE; ROLLOVERS; DELIVERY.** In cases where transactions are executed for physical delivery, instructions on the settlement of Open Positions must be given to Freewaylite.us at least two (2) Business Days prior to the Value Date. In the absence of instructions from Customer directing Freewaylite.us to deliver, offset, or roll over Open Positions, Freewaylite.us is authorized, in Freewaylite.us's sole discretion, to deliver, roll over or offset all or any portion of the Open Positions in Customer's Account at Customer's risk. Delivery of Foreign Currency shall be made to the bank specified by the purchaser in a major city in the country in which the Foreign Currency is the legal tender. Unless otherwise agreed by Freewaylite.us and Customer in writing, the Foreign Currency shall be deliverable by wire transfer. Freewaylite.us may require payment of amounts due from Customer to Freewaylite.us prior to 16:30 ET on any day prior to payment of amounts due and payable by Freewaylite.us to Customer on that day. Freewaylite.us and Customer shall exchange, make use of, and periodically update and confirm any standing payment instructions. Spot Metal deliveries will take place at a location and custodian as approved by Freewaylite.us. Sufficient funds to take delivery or the necessary delivery documents must be in the possession of Freewaylite.us. If instructions, funds and documents are not received by Freewaylite.us by the specified time, Freewaylite.us may, in its sole discretion and without notice to Customer, offset Customer's Open Positions, roll over Customer's Open Positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by Freewaylite.us, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customers' Open Positions may differ on a Customer-by-Customer basis relative to the current balance in the Customer's Account.
9. **LIQUIDATION OF ACCOUNTS AND DEFICIT BALANCES.** In the event of: (a) an Event of Default; (b) insufficient Margin, or Freewaylite.us's determination that any Collateral deposited to protect Customer's Account is inadequate, regardless of current market quotations, to secure Customer's Account; or (c) any other circumstances or developments that Freewaylite.us, in its sole discretion, deems appropriate for its protection, Freewaylite.us may, in its sole discretion, take one or more, or any portion, of the following actions: (1) satisfy any obligation Customer may have to Freewaylite.us (either directly or by way of guarantee or suretyship) out of any of Customer's funds or property in the custody or control of Freewaylite.us; (2) sell or purchase any or all Contracts and any securities or other property held or carried for Customer; and (3) cancel any or all outstanding Orders or Contracts or other transactions or commitments made by or on behalf of Customer. Any of the above actions may be taken without demand for Margin or additional Margin, without prior notice of sale or purchase or other notice to Customer, Customer's legal representatives, heirs, executor, administrator, trustee, legatee, successors or assigns and regardless of whether the ownership interest is held individually or jointly with

others. Any prior demand or notice of sale or purchase shall not be considered a waiver of Freewaylite.us's right to sell or buy at any time in the future without demand or notice as provided above. In liquidation of Customer's Long Positions and Short Positions, Freewaylite.us may, in its sole discretion, offset in the same settlement or it may initiate new Long Positions or Short Positions in order to establish a spread or straddle that in Freewaylite.us's sole judgment may be advisable to protect or reduce existing positions in Customer's Account. Any sales or purchases may be made according to Freewaylite.us's judgment and in its sole discretion in any interbank, Over-the-Counter or other exchange market where such business is then usually transacted or at a public auction or private sale, and Freewaylite.us may purchase the whole or any part thereof free from any right of redemption. In the event the proceeds realized pursuant to liquidation are insufficient for the payment of all liabilities of Customer due to Freewaylite.us, Customer shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities of Customer, including, but not limited to, all costs of enforcement and collection, such as, but not limited to, attorneys' fees, witness fees and travel expenses, interest on any such deficit and liabilities at a rate equal to three (3) percentage points above the then prevailing prime rate at Freewaylite.us's principal bank or the maximum interest rate allowed by law, whichever is lower. In the event Freewaylite.us incurs expenses other than for the collection of deficits, with respect to Customer's Account, Customer agrees to pay such expenses. See the Margin Requirements page on Freewaylite.us's website.

10. **REGISTRATIONS.** Amethyst International is not a registered Foreign Exchange company. It operates under a 'Deregulated permission/license' as issued by the government of St Vincent and Grenadines. The Company number stands as its 'license' number as a de-regulated FX firm.
11. **CHARGES.** Freewaylite.us is compensated for its services through the bid/ask spread and/or per-lot commission, as well as mark-up on rollovers and mark-up on back-to-base currency conversions for products not settling in a Customer's account base currency. Freewaylite.us may charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees and monthly data fees. Freewaylite.us may charge monthly data fees in any account wherein there is no trading activity for at least twelve (12) months. Freewaylite.us reserves the right to change its fee structure at any time without notice. Fees do not currently, but may in the future include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organization arising out of Freewaylite.us's provision of services hereunder. Customer may incur additional fees for the purchase of optional, value added services offered by Freewaylite.us.
12. **INTRODUCING BROKERS.** If Customer's account has been introduced to Freewaylite.us by an Introducing Broker ("IB"), Customer understands and acknowledges that Freewaylite.us may compensate Introducing Broker for introducing Customer to Freewaylite.us and that such compensation may be on a per trade or other basis. This includes any other company in the Aubit network.
13. **FOREIGN ACCOUNTS.** Customers may be asked to comply with requests for special information by Freewaylite.us as required by any governmental unit or regulatory agency. This includes, but is not limited to, special calls for information. In the event of a special call for information, Freewaylite.us or its agent shall be required to obtain the information set forth by any governmental unit or regulatory agency requesting information. In addition, failure to respond to a special call may cause transactions to be prohibited (other than offsetting trades) for Customer.
14. **TRADE CONFIRMATIONS.** Trades executed online will be confirmed online at the time of the



trade and trades entered into by telephone will be confirmed verbally and online by 17:30 ET on the day of execution. Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer the sooner of: (x) two (2) Business Days after transmittal to Customer by posted mail; or (y) immediately with respect to Orders confirmed via the Freewaylite.us Online Trading System. Customer may object to confirmations and statements by telephone within the time frames identified above, but any such objection must be confirmed by e-mail to info@Freewaylite.us or in writing within two (2) Business Days thereafter to Freewaylite.us, (which confirmation shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested to Freewaylite.us at such address). Failure to object shall be deemed ratification by Customer of all actions taken by Freewaylite.us or Freewaylite.us's agents prior to Customer's receipt of such reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein. Customer agrees to immediately call to Freewaylite.us's attention any oral information that Customer has reason to believe is inconsistent with Customer's own information. Customer understands, acknowledges and agrees that errors, whether resulting in a profit or loss to Customer, shall be corrected, and Customer's Account will be credited or debited in such manner and extent as to place Customer's Account in the same position in which it would have been had the error not occurred.

15. **COMMUNICATIONS.** Reports, statements, notices and any other communications from Freewaylite.us may be transmitted to Customer by Freewaylite.us's Website. Customer shall notify Freewaylite.us immediately of any change in Customer's address by e-mail to . All communications sent by Freewaylite.us shall be deemed effective when deposited by Freewaylite.us. All communications sent by Customer shall not be deemed effective until accepted by Freewaylite.us.
16. **Freewaylite.us RESPONSIBILITIES.** Neither Freewaylite.us nor Amethyst International shall be liable to Customer for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to Freewaylite.us, Amethyst International, Customer, any market, or any settlement or clearing system.
17. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY.** All copyright, trademark, trade secret and other intellectual property rights in the Freewaylite.us Online Trading System ("Trading System") shall remain at all times the sole and exclusive property of Freewaylite.us and/or its 3<sup>rd</sup> party service providers and Customers shall have no right or interest in the Trading System(s) except for the right to access and use the Trading System(s) as specified herein. Customer acknowledges that the Trading System(s) are confidential and have been developed through the expenditure of substantial skill, time, effort and money. The Customer will protect the confidentiality of Freewaylite.us and/or its 3<sup>rd</sup> party service providers by allowing access to the Trading System(s) only by its employees and agents on a need to access basis. Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading System(s). Customer will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading System(s) or in the manner in which it operates.
18. **INDEMNIFICATION.** Customer agrees to indemnify and hold Freewaylite.us, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities,

claims, losses, damages, costs and expenses, including attorneys' fees, incurred by Freewaylite.us arising out of:

(i) Customer's failure to fully and timely perform its obligations hereunder; and (ii) any of Customer's representations and warranties made that may at any time be untrue or incorrect. Customer also agrees to pay promptly to Freewaylite.us any and all claims, losses, damages, costs and expenses, including attorneys' fees, incurred by Freewaylite.us in the enforcement of any of the provisions of this Agreement, any Contracts and other transactions hereunder, and any other agreements between Freewaylite.us and Customer and the collection of any amounts due hereunder and there under.

19. **DISCLOSURE OF CUSTOMER INFORMATION.** Freewaylite.us will not share or sell information regarding its customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of Freewaylite.us's business conducted on behalf of customers, including, but not limited to, Freewaylite.us's banking or credit relationships in accordance with Freewaylite.us's privacy policy. Freewaylite.us may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information or in response to a court order or subpoena.
20. **JOINT ACCOUNTS AND/OR TRUST ACCOUNTS.** If more than one natural person executes this Agreement as Customer, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, custodian or other fiduciary, such Customer hereby agrees to indemnify, defend, save and hold free and harmless Freewaylite.us for any liabilities, claims, losses, damages costs and expenses, including attorneys' fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorneys' fees.
21. **AMENDMENTS.** Customer understands, acknowledges and agrees that Freewaylite.us may amend or change this Agreement at any time. Freewaylite.us will not provide notice to Customer of any such amendment and changes will be made by posting the amendment or change to the Website or by sending an e-mail message to Customer. Customer agrees to be bound by the terms of such amendment or changes. In the event that Customer objects to any such change or amendment, Customer agrees to liquidate Customer's Open Positions and instruct Freewaylite.us regarding the disposition of all assets in Customer's Account within ten (10) Business Days after notice of the amendment or change has been posted to the Freewaylite.us Website. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Freewaylite.us or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable.
22. **TERMINATION.** This Agreement shall continue and be in effect until termination by Customer or Freewaylite.us. Customer may terminate this Agreement if: (i) Customer has no open Foreign Currency positions and no liabilities held by or owed to Freewaylite.us; (excluding any deficit balance in Customer Account being Company will not allow any Customer Account to reach a deficit balance); and (ii) Customer has provided three (3) days' written notice to Freewaylite.us by e-mail to [info@Freewaylite.us](mailto:info@Freewaylite.us), terminate this Agreement at any time, effective as of the close of business on the day notice is sent to Customer. Termination by either party shall not affect any Contracts or other transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement, nor shall it relieve Customer of any obligations arising out of any deficit balance.
23. **ENTIRE AGREEMENT.** This Agreement together with the Customer Account Application

embodies the entire agreement between Freewaylite.us and the Customer, superseding any and all prior written and oral agreements.

24. **RECORDINGS.** Customer acknowledges and agrees that any and all conversations between Customer and Freewaylite.us principals, agents, employees or associates, including the Freewaylite.us Trading Desk and customer service and operations desks may, at the option and in the sole discretion of Freewaylite.us, be recorded electronically with or without the use of an automatic tone warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Customer or Freewaylite.us.
25. **BINDING EFFECT.** This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of Customer at any time opened or reopened with Freewaylite.us, irrespective of any change or changes at any time in the personnel of Freewaylite.us or its successors, assigns, or affiliates. This Agreement, including all authorizations, shall inure to the benefit of Freewaylite.us and its successors and assigns, whether by merger, consolidation, or otherwise and shall be binding upon Customer and/or the personal representatives, heirs, executor, administrator, trustee, legatees, legal representative, successors and assigns of Customer.
26. **LAW AND JURISDICTION; SEVERABILITY.** This Agreement is governed by, and shall be construed in accordance with the laws of St Vincent and Grenadines. With respect to any suit, action or proceeding (“Proceeding”) relating to this Agreement, Customer irrevocably (i) submits to the exclusive jurisdiction of St Vincent and Grenadines; (ii) agrees to service of process in any legal proceeding by sending copies thereof by registered or certified mail, if practicable (postage prepaid) to the other party at the address set forth in this Agreement or updated as provided in Paragraph 15 hereof (where service of process is being made by Freewaylite.us); (iii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding have been brought in an inconvenient forum; (iv) agrees that any Proceeding shall be commenced within one (1) year after the cause of any such Proceeding shall have arisen; and (v) further waives the right to object, with respect to such Proceeding, that such court does not have jurisdiction over such party.
27. **ACCEPTANCE.** By clicking ‘Accept’ visiting the website, using the services, or engaging with The Company in any way with the aim of receiving services, you are deemed to have accepted these Terms and conditions. If you do not agree with any part of these Terms and Conditions you should not click ‘accept’ when promoted and immediately discontinue your use of the Freeway Platform Services. Electronic signature laws apply to your use of these terms. You are hereby deemed to have accepted pursuant to any electronic signature laws of the Republic of Seychelles and/or where you are based.
28. **RELATIONSHIP WITH Amethyst International.** Freewaylite.us utilizes Amethyst International’s trading systems, infrastructure, technology, operations and personnel to facilitate Customer trading.
29. **AUTHORIZATION TO TRANSFER FUNDS.** Customer hereby agrees that Freewaylite.us may at any time and from time to time, in the sole discretion of Freewaylite.us, apply and transfer from any of Customer’s Accounts with Freewaylite.us to any of Customer’s other accounts, whether held at Freewaylite.us or other approved financial institutions, any of the Contracts, currencies, securities or other property of Customer held either individually or jointly with others to another account.

30. **SPOT METALS.** Spot Metal contracts are not subject to regulation by the U.S. Commodity Futures Trading Commission and National Futures Association under the Commodity Exchange Act.
31. Customer hereby consents to receive account statements (monthly and daily statements) online. Freewaylite.us will provide Customer with password-protected access to online reports. Customer will be able to generate daily, monthly and annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits, etc. Statements are deemed received when made available to Customer by Freewaylite.us, regardless of whether Customer actually accessed the statement. Customer is responsible for alerting Freewaylite.us to any change in their e-mail address. This consent shall be effective until revoked by Customer in writing and received by Freewaylite.us.
32. Customer authorizes Freewaylite.us to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any Collateral held by Freewaylite.us, including, but not limited to, using the Contracts as collateral for a loan to Freewaylite.us, and, further dealing with the Collateral, as provided in the Customer Agreement (including, but not limited to Paragraph 6 thereof). Where Customer's Account consists of more than one Account, this authorization shall apply to all of Customer's Accounts with Freewaylite.us. This Agreement to Use Collateral shall remain in effect so long as Customer's Account with Freewaylite.us remains open or Customer has any obligations of any kind to Freewaylite.us, under the Customer Agreement.
33. Customer hereby certifies, under penalty of perjury, that all information including any Tax ID as requested is accurate.
34. If Customer should choose to utilize the trading charts provided, Freewaylite.us expressly disclaims all warranties of every kind, express and/or implied, as to the licensed products (including the information, data and software contained therein), the results obtained by their use, as to the performance thereof and every other matter, including, but not limited to, warranties of merchantability and fitness for a particular purpose. eSignal and its third party suppliers do not guarantee the adequacy, accuracy, timeliness or completeness of the licensed products or any component thereof. eSignal and its third party suppliers shall not be subject to any damages or liability for any errors, omissions or delays therein. The licensed products and all components thereof are provided on an "as is" basis.
35. If Customer should choose to utilize TradingView's charts, trading interface, news, analysis, website etc. (collectively, "TradingView Products"), TradingView and Freewaylite.us hereby expressly disclaim all warranties of every kind, express and/or implied, as to the licensed products (including the information, data and software contained therein), the results obtained by their use, as to the performance thereof and every other matter, including, but not limited to, warranties of merchantability and fitness for a particular purpose. TradingView cannot and does not represent or guarantee that any of the information available on TradingView Products is accurate, reliable, current, complete or appropriate for your needs. Various information available through TradingView Products or on TradingView may be specially obtained by TradingView from professional businesses or organizations, such as exchanges, news providers, market data providers, and other content providers who are believed to be sources of reliable information. Nevertheless, due to various factors — including the inherent possibility of human and mechanical error — the accuracy, completeness, timeliness, results obtained from use, and correct sequencing of information available through the TradingView Products and website are not and cannot be guaranteed by TradingView or Freewaylite.us. Freewaylite.us, TradingView

and its third party suppliers shall not be subject to any damages or liability for any errors, omissions or delays therein. The licensed products and all components thereof are provided on an “as is” basis.

36. In consideration of Freewaylite.us agreeing to enter into Over-the-Counter (“OTC”) Foreign Exchange Contracts with the undersigned (hereinafter referred to as the “Customer”), Customer acknowledges, understands and agrees that:
37. **Trading Is Very Speculative and Risky.** Foreign Exchange Trading and Spot Metal Trading is highly speculative and is suitable only for those customers who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume losses significantly in excess of Margin or deposits. Foreign Exchange and Spot Metal Trading may not be an appropriate investment for retirement funds. Customer represents, warrants and agrees that Customer understands these risks; that Customer is willing and able, financially and otherwise, to assume the risks of Foreign Exchange Trading and Spot Metal Trading and that loss of Customer’s entire Account Balance will not change Customer’s lifestyle.
38. **High Leverage And Low Margin Can Lead To Quick Losses.** The high leverage and low Margin associated with Foreign Exchange Trading and Spot Metal Trading can result in significant losses due to price changes in Foreign Exchange Contracts, Cross Currency Contracts and Metal Contracts. Customers must maintain the Minimum Margin Requirement on their Open Positions at all times. It is the customer's responsibility to monitor his/her Account Balance. Freewaylite.us has the right to liquidate any or all Open Positions whenever the Minimum Margin Requirement is not maintained. Increasing leverage increases risk.
39. **Prices, Margin And Valuations Are Set By Freewaylite.us And May Be Different From Prices Reported Elsewhere.** Freewaylite.us will provide prices to be used in trading, valuation of Customer positions and determination of Margin requirements. Although Freewaylite.us expects that these prices will be reasonably related to prices available in the interbank market, prices reported by Freewaylite.us may vary from prices available to banks and other participants in what is known as the interbank market. Freewaylite.us will exercise considerable discretion in setting and collecting Margin. Freewaylite.us is authorized to convert funds in Customer’s Account for Margin into and from such Foreign Currency and Metal at a rate of exchange determined by Freewaylite.us in its sole discretion on the basis of then-prevailing money market rates.
40. **One Click Trading And Immediate Execution.** Freewaylite.us’s automated order entry system provides immediate transmission of Customer’s order once Customer enters the notional amount and clicks “Buy/Sell.” There is no “second look” before transmission, and Market Orders cannot be cancelled. This feature may be different from other trading systems. Although not required, we recommend a Customer utilize the Demo Trading System to become familiar with the order entry process before trading online with Freewaylite.us. Customer agrees that by using Freewaylite.us’s order-entry system, Customer agrees to the one-click system and accepts the risk of this immediate transmission feature.
41. **Telephone Orders And Immediate Execution.** Market Orders executed through the Freewaylite.us Trading Desk are completed when Freewaylite.us says “deal” or “done.” At that point Customer has bought or sold and cannot cancel the Market Order. By placing Market Orders through the Freewaylite.us Trading Desk, Customer agrees to such immediate execution and accepts the risk of this immediate execution feature.
42. **Market Recommendations Are Informational, Customer Makes Independent Decisions,**

**And Freewaylite.us Is Not An Adviser Or A Fiduciary To Customer.** The market recommendations provided by Freewaylite.us do not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any Foreign Exchange Contracts, Cross Currency Contracts or Metal Contracts. Each decision by Customer to enter into a Contract or other transaction with Freewaylite.us and each decision whether a Contract or other transaction is appropriate or proper for Customer is an independent decision by Customer. Freewaylite.us is not acting as an advisor or serving as a fiduciary to Customer. Customer agrees that Freewaylite.us has no fiduciary duty to Customer and no liability in connection with and is not responsible for any liabilities, claims, damages, costs and expenses, including attorneys' fees, incurred in connection with Customer following Freewaylite.us's trading recommendations or taking or not taking any action based upon any recommendation or information provided by Freewaylite.us.

43. **Recommendations Are Based On Personal Judgments And Are Not Guaranteed.** The market recommendations of Freewaylite.us are based solely on the judgment of Freewaylite.us's personnel. These market recommendations may or may not be consistent with the market positions or intentions of Freewaylite.us, its affiliates and employees. The market recommendations of Freewaylite.us are based upon information believed to be reliable, but Freewaylite.us cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will reduce or eliminate the risk inherent in Foreign Exchange and Spot Metal Trading.
44. **There is no Central Market or Clearinghouse Guarantee of Payment.** Each Contract is a contract directly between Freewaylite.us and the Customer. There is no clearinghouse and no guarantee by any other party of Freewaylite.us's payment obligations to the customer. Customer must look only to Freewaylite.us for performance on all Contracts in Customer's Account and for return of any Margin or Collateral.
45. **No Guarantees Of Profit.** There are no guarantees of profit or freedom from loss in Foreign Exchange Trading and Spot Metal Trading. Customer has received no such guarantees from Freewaylite.us or from any of its representatives. Customer is aware of the risks inherent in Foreign Exchange Trading and is financially able to bear such risks and withstand any losses incurred.
46. **Customer May Not Be Able To Close Open Positions.** Due to market conditions or other circumstances Freewaylite.us may be unable to close out Customer's position at the level specified by Customer, and Customer agrees Freewaylite.us will bear no liability for failure to do so.
47. **Trading Ahead And Along.** Freewaylite.us, its personnel and affiliates and various other parties may execute orders at the same or better prices ahead of a Customer Order.
48. **Third Party Agents.** In the event that Customer grants trading authority or control over Customer's Account to a third party (the "Trading Agent"), whether on a discretionary or non-discretionary basis, Freewaylite.us shall in no way be responsible for reviewing Customer's choice of such Trading Agent or for making any recommendations with respect thereto. Freewaylite.us makes no representations or warranties concerning any Trading Agent; Freewaylite.us shall not be responsible for any loss to Customer occasioned by the actions of the Trading Agent; and Freewaylite.us does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent. If Customer gives the Trading Agent authority to exercise any of its rights over its Account, Customer does so at Customer's risk. Even though the undersigned grants authority to the Trading Agent, the customer should be diligent and closely scrutinize all account activity. Freewaylite.us provides online Account access to view the status of their Account(s), whereby Customer may view their Account Value and

AccountActivity.

49. **Internet Trading.** Since Freewaylite.us does not control signal power, its reception or routing via Internet, configuration of Customer's equipment or reliability of its connection, Freewaylite.us shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility or trading software, whether belonging to Freewaylite.us, Customer, any market, or any settlement or clearing system when Customer trades online (via Internet).
50. **Telephone Orders.** Freewaylite.us is not responsible for disruption, failure or malfunction of telephone lines.
51. **Quoting Errors.** Should a quoting error occur due to a mistype of a quote or a misquote given by telephone and/or electronic means (including responses to Customer requests), Freewaylite.us is not liable for any resulting errors in Account Balances and reserves the right to make necessary corrections or adjustments on the Account involved. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value, as determined by Freewaylite.us, in its sole discretion, of the relevant Currency at the time such an error occurred. In cases where the prevailing market represents prices different from the prices Freewaylite.us has posted on our screen, Freewaylite.us will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. These prevailing market prices will be the prices, which are ultimately reflected on the Customer Statements. This may or may not adversely affect customer realized and unrealized gains and losses.
52. **Creditor Priority in Bankruptcy.** The transactions you are entering into with Freewaylite.us are not traded on an exchange. Freewaylite.us offers no bankruptcy protection. Off-exchange forex trading and spot metal trading, if Freewaylite.us becomes insolvent and you have a claim for amounts deposited or profits earned on transactions with Freewaylite.us, your claim may not receive a priority or be processed at all. Without a priority, you are a general creditor and your claim will be paid, along with the claims of other general creditors, from any monies still available after priority claims are paid. Even customer funds that Company keeps separate from its own operating funds may not be safe from the claims of other general and priority creditors.

## Trading Policies and Procedures

1. **INTRODUCTION.** Freewaylite.us's Trading Policies and Procedures are an integral part of your Customer Agreement. It is your responsibility as Customer to carefully read these Trading Policies and Procedures and to inform Freewaylite.us of any questions or objections that you may have regarding them before entering each and every trading Order. In entering your trading Orders with Freewaylite.us, you agree, represent, warrant and certify that you understand and accept these Trading Policies and Procedures, as they are set forth here and as may be amended from time to time by Freewaylite.us as posted to Freewaylite.us's website, in its sole discretion, and you agree to comply with these Trading Policies and Procedures as currently in effect at any time.
2. **TRADING HOURS.** All references to Freewaylite.us hours of trading are in U.S. Eastern Time ("ET") using a 24-hour format. Freewaylite.us normally provides access for Foreign Exchange Trading and Spot Metal Trading on the Website from 17:00 ET on Sunday to 17:00 ET on Friday, but Freewaylite.us reserves the right to suspend or modify its trading hours at any time and on such an event will inform clients in advance on a best efforts basis of any changes in its operating hours. Trading hours by contract type may vary. OTC Foreign Currency and spot metal markets typically operate 24 hours a day. Following submission of an Order to trade, it is the sole responsibility of Customer to remain available for Order and Fill confirmations, and other communications regarding Customer's Freewaylite.us Account until all open Orders are completed. Thereafter, Customer must monitor Customer's Account frequently when Customer has Open Positions in the Account.
3. **TRADE ORDERS**
  - 3.1. **Order Types and Order Entry.** For information regarding the types of Orders accepted by Freewaylite.us, please refer to Freewaylite.us's website. All Orders must be placed through the Freewaylite.us Online Trading System or by telephone to the Freewaylite.us Trading Desk. Telephone orders are accepted in the sole discretion of Freewaylite.us.
  - 3.2. **One Click Order Entry/One Click Execution of Market Orders.**
    - 3.2.1. **Electronic Order entry for Market Orders equals Order execution.** To enter an online Order, Customer must access the deal entry screen, enter the notional amount, *i.e.*, the size of the trade, and select the Eligible Foreign Currencies, Cross Currency Pairs or metal rates. When prepared to trade, Customer must then click on "BUY/SELL". The Order is filled shortly after the Customer hits "BUY/SELL", if the Customer has sufficient funds in his or her Account and a "deal failed" message is not received. Deals may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties.
    - 3.2.2. **Immediate Execution of Market Orders Through the Freewaylite.us Trading Desk.** Market Orders executed over the telephone with the Freewaylite.us Trading Desk are completed when Freewaylite.us says "deal" or "done." At that point Customer has bought or sold and cannot cancel the Market Order. Customer agrees by placing Market Orders through the Freewaylite.us Trading Desk to such immediate execution and accepts the risk of this immediate execution feature.
    - 3.2.3. **Order Cancellation.** Non-market Orders may be cancelled via the Freewaylite.us Online Trading System. Rapid changes in Bid Prices and Ask Prices, however, may



cause Customer's Order to be executed before Customer can cancel it and Freewaylite.us shall have no liability for any claims, losses, damages, costs or expenses, including attorneys' fees, arising directly or indirectly out of the failure of such Order to be cancelled. Customer may contact Freewaylite.us by telephone if facing difficulty with order cancellation.

- 3.2.4. Capacity.** Freewaylite.us operates as a division of Amethyst International, LLC. Amethyst International, LLC is a registered Futures Commission Merchant and Retail Foreign Exchange Dealer (FCM/RFED).
- 3.3. **Terms of Acceptance for Orders.** It is Customer's sole responsibility to clearly indicate the terms of an Order when entered, regardless of Order type, including but not limited to the Order's Value Date and specified Spot Rate limits, where applicable. Although a Spot Rate is specified upon entry of certain types of Orders, including stop/loss Orders, limit Orders and other non-market Orders, market conditions may often prevent the execution of an individual Customer's non-market Orders despite other dealing activity at that price level, or may often require non-market Orders to be Filled at a substantially different Spot Rate, and Customer agrees to accept the best rate which Freewaylite.us, in its discretion, may assign to the Fill. Customer acknowledges that Freewaylite.us shall accept all non-market Orders only on a best-efforts basis. Freewaylite.us shall have no liability for failure to Fill Orders, and makes no guarantee of an Order's priority over the Orders of Freewaylite.us, its other customers, associated principals, officers, directors, affiliates, associates, employees, banks, bank employees or other dealers. Freewaylite.us shall have the right, but not the obligation, to reject any Order in whole or in part before or after confirmation, or to cancel and rescind any Fill, where Customer's Account contains Margin that is insufficient to support the entire order at the time that market levels reach the order levels as specified by the client, or where, in the opinion and sole discretion of Freewaylite.us, the execution of such Order may place Customer's Account in an insufficient Margin condition, or where such Order or Fill is illegal or otherwise improper.
- 3.4. **Confirmation of Fills.** Trades executed online will be confirmed online in the Activity Log, Deal Blotter, on the Execution Screen, and elsewhere within the platform. The Position Management Screen is updated online as each trade is executed. Telephone orders are verbally confirmed and confirmed online in the Deal Blotter and Position Management Screen by 17:30 ET on the day the order is placed. Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer the sooner of: (x) two (2) Business Days after transmittal to Customer by posted mail; or (y) immediately with respect to Orders confirmed via the Freewaylite.us Online Trading System. Customer may object to confirmations and statements by telephone within the time frames identified above, but any such objection must be confirmed by e-mail to info@Freewaylite.us or in writing within two (2) Business Days thereafter to Freewaylite.us (which confirmation shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested to Freewaylite.us at such address). Failure to object shall be deemed ratification by Customer of all actions taken by Freewaylite.us or Freewaylite.us's agents prior to Customer's receipt of such reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein. Customer agrees to immediately call to Freewaylite.us's attention any oral information that Customer has reason to believe is

inconsistent with Customer's own information. Customer understands, acknowledges and agrees that errors, whether resulting in a profit or loss to Customer, shall be corrected, and Customer's Account will be credited or debited in such manner and extent as to place Customer's Account in the same position in which it would have been had the error not occurred.

Freewaylite.us reserves the right to be the final arbiter with respect to disputed Orders. In cases where the prevailing market represents prices different from the prices Freewaylite.us has posted on our screen, Freewaylite.us will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. This may or may not adversely affect customer Realized and Unrealized Gains and Losses. Transaction Data Reports that include the transaction data required by NFA Compliance Rule 2-36 are available upon request.

#### **4. CUSTOMER ACCOUNTS; INITIAL DEPOSITS**

- 4.1. **Documents.** Before you can place an Order with Freewaylite.us, you must complete the Customer Account Application and read, complete and sign the Customer Agreement, including the Risk Disclosure Statement, Secondary Risk Disclosure Statement and these Trading Policies and Procedures and all applicable addenda. You must deposit sufficient funds in your Account, your Customer Account Application must be approved by Freewaylite.us, your deposited funds must have cleared the banking system. Also, Freewaylite.us must accept your Customer Account Application before Freewaylite.us will permit you to trade in your Account. You will be notified by e-mail when your Customer Account Application has been approved. If a Customer applies online, Customer will be permitted to trade only after Freewaylite.us has received a completed and signed Customer Account Application and Customer Agreement. Freewaylite.us may, in its sole discretion, initially accept a fax copy of the signed Customer Account Application and may permit one or more trades if Customer has deposited sufficient funds into the Account. In this case, Freewaylite.us must receive an original signed copy of the entire Customer Account Application and Customer Agreement within seven (7) days of completion of the online Customer Account Application. If Freewaylite.us does not receive the Customer Account Application and Customer Agreement with original signatures, Freewaylite.us reserves the right to liquidate any Open Positions in the Account and to close the Account.
  - 4.2. **Currency for Rendering Accounts.** All initial deposits to Customer Accounts will be accepted only in U.S. Dollars, and, unless settlement and delivery of a Foreign Currency have taken place, all Account Balances will be computed and reported only in U.S. Dollars.
  - 4.3. **Recognition of Deposits.** No deposit shall be recognized until the wire or check has been fully cleared and collected by Freewaylite.us's bank or depository institution. You will be notified via e-mail once your funds have been received by Freewaylite.us and are available for trading.
  - 4.4. **Fees.** All banking fees shall be charged to Customer's Account at Freewaylite.us's discretion in accordance with the fee schedule updated on the website from time to time.
5. **MARGIN REQUIREMENTS.** Customer shall provide and maintain with Freewaylite.us margin in

such amounts and in such form that Freewaylite.us, in its sole discretion may require. Freewaylite.us does not require Customers to pay the full price of Foreign Currencies or metal Customer may buy and sell. Instead, Customer is required to post the Required Margin to secure Customer's obligations to Freewaylite.us. Margin includes Required Margin for Open Positions, which is based on (i) the Opening Margin Requirement; (ii) the Minimum Margin Requirement; (iii) the market value of Open Positions; and (iv) any additional amount as Freewaylite.us, in its sole discretion, believes is prudent to require. Customer must maintain the Minimum Margin Requirement on their Open Positions at all times. Freewaylite.us has the right to liquidate any or all Open Positions whenever the Minimum Margin Requirement is not maintained, according to paragraph 6 hereof. Margin requirements are subject to change at any time in Freewaylite.us's sole discretion and without prior notice. No previous margin requirement shall preclude Freewaylite.us from increasing that requirement without prior notice. Freewaylite.us may, in its sole discretion, elect to impose on a disclosed or undisclosed basis limitations on the maximum number of Open Positions allowed at any time

6. **LIQUIDATION LEVEL.** Subject to all additional rights of Freewaylite.us under the Customer Agreement, in the event that, in the sole opinion of Freewaylite.us and in accordance with Freewaylite.us's reasonable best estimate of then prevailing obtainable market Spot Rates, and regardless of whether or not prior Margin Calls have been issued or met, if the Margin Balance should at any time equal or fall below the Minimum Margin Requirement for Customer's Account in the aggregate, Freewaylite.us will have the right but not the obligation to liquidate any part of or all Open Positions in Customer's Account. Clients are responsible for placing their own Stop Loss Orders to minimize losses. Any failure by Freewaylite.us to enforce its rights hereunder shall not be deemed a future waiver of such rights by Freewaylite.us. Freewaylite.us does not make margin calls in the ordinary course of business. Freewaylite.us maintains the right to liquidate Customer positions as described above. However, Freewaylite.us may from time to time and in its sole discretion, call Customer and request that Customer deposit additional Collateral to secure Customer's obligations to Freewaylite.us, over and above the balance in Customer's Account. Any call for additional margin without exercising the rights to liquidate Customer positions shall not be deemed precedent for future calls nor future waiver of such liquidation rights by Freewaylite.us.
7. **WITHDRAWALS.** Payments from a Customer Account require a withdrawal request form signed by all required account holders and submitted in writing to Freewaylite.us, or a withdrawal request submitted electronically pursuant to procedures established by Freewaylite.us from time to time and set forth on Freewaylite.us's website. The Withdrawal Request Form requires a minimum of two (2) Business Days from receipt of the withdrawal request for issuance of a check or wire transfer of funds.
8. **MARGIN CALLS.** Freewaylite.us does not make margin calls in the ordinary course of business. Freewaylite.us maintains the right to liquidate Customer positions as described above. However, Freewaylite.us may from time to time and in its sole discretion, call Customer and request that Customer deposit additional Collateral to secure Customer's obligations to Freewaylite.us, over and above the balance in Customer's Account. Any call for additional margin without exercising the rights to liquidate Customer positions shall not be deemed precedent for future calls nor future waiver of such liquidation rights by Freewaylite.us. Freewaylite.us may from time to time and in its sole discretion send courtesy margin alert e-mails when Customer account falls below 120% of their margin requirement. This margin alert e-mail is for informational purposes only and should not be relied upon for risk

management. Customer is still responsible for ensuring their account has adequate margin to support any open positions, including times when margin alert e-mails are not sent.

9. Freewaylite.us may from time to time offer market news, commentary, charting, and analysis, trading performance analytics, signals-based products or services and other trading support tools ("Trading Tools"). Before using any Trading Tools please read this note carefully. It complements the Customer Agreement and associated risk disclosures furnished by us and should be read in conjunction with them. Unless stated otherwise, any capitalized terms used below shall carry the same meanings as in the Customer Agreement.
10. **The Trading Tools are general in nature and do not and will not take into account your personal objectives, financial situation, or needs. Before acting on a Trading Tool, you should consider its appropriateness, having regard to your personal objectives, financial situation, and needs.**
11. **Freewaylite.us will not give advice to you on the merits of any trade and shall deal with you on an execution-only basis. None of our staff are authorized by us or permitted under applicable laws to give you personal advice. Accordingly, you should not regard any proposed trades, trading signals, suggested trading strategies, or other written or oral communications from us as investment recommendations or personal advice or as expressing our view as to whether a particular trade is suitable for you or meets your financial objectives. You must rely on your own judgement for any investment decision you make in relation to your Account. You have the final decision in relation to every trade you enter into. You should make every effort to ensure you understand the Trading Tools and Freewaylite.us is entitled to assume that you do. If you require investment or tax advice, please contact an independent investment or tax advisor.**
12. Hypothetical performance results have many inherent limitations, some of which are described below. No warranty or representation is made that any Account will or is likely to achieve profits or losses similar to those shown in connection with any Trading Tool. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved. Actual returns may be different to any hypothetical or indicative returns shown in any Trading Tool.
13. One of the limitations of hypothetical performance results is 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 platform 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.
14. Freewaylite.us does not undertake to continue to offer the Trading Tools at all times and may not offer the same in the future. Freewaylite.us may withdraw or cancel any or all of the Trading

Tools, or terminate your access to any or all of them, for any reason or for no reason at any time with or without notice, in our sole discretion.

15. Trading Tools can only be used for your own personal benefit. They cannot be used for business purposes or on behalf of another person nor can they be varied, passed on or resold to or shared with (in whole or in part) another person or entity or used to place any trades outside of our platform.
16. You will not copy, modify, de-compile, reverse engineer, or make derivative works of or from the Trading Tools or the manner in which they operate.
17. All intellectual property and other rights in the Trading Tools remain our sole property or the property of our licensors. Freewaylite.us does not assign, license, or otherwise transfer to you any right or interest in the Trading Tools whatsoever, except for the right to access and use the Trading Tools as expressly permitted by us in writing. In particular, but without limitation, all goodwill derived from the use or development of the Trading Tools will accrue exclusively to us. You will not do, or omit to do, or permit to be done, any act that will or may materially weaken, damage or be detrimental to the Trading Tools or the reputation of the goodwill associated with us or the TradingTools.
18. Freewaylite.us does not commit to, and is not obliged to provide you with, any number of Trading Tools and the delivery of Trading Tools is not guaranteed. Freewaylite.us may provide the Trading Tools at such times, at such intervals and based on such factors as we may determine in our absolute discretion. You should not therefore use or rely on the Trading Tools as a method of monitoring prices, positions/markets or making trading decisions, and no liability will be accepted by us in this respect.
19. The Trading Tools are provided "AS IS", without any representation or warranty of any kind whatsoever, including that they will be without interruption or error free.
20. Freewaylite.us may suspend use of the Trading Tools at any time to carry out maintenance, repairs, upgrades or any development related issues, in order to comply with Applicable Laws or for any other reason determined by us in our sole discretion.
21. To the extent permitted by Applicable Laws, you agree not to hold Freewaylite.us, our directors, officers, employees, or agents liable for losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from: (a) non-delivery, delayed delivery, or the misdirected delivery of any Trading Tool, (b) inaccurate or incomplete content of any Trading Tool, or (c) your reliance on or use of the information in any Trading Tool for any purpose.

Any failure by you to comply with any of the above obligations or restrictions shall constitute an Event of Default under our Customer Agreement.

## **RISK DISCLOSURE STATEMENT**

OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS INVOLVE THE LEVERAGED TRADING OF CONTRACTS DENOMINATED IN FOREIGN CURRENCY CONDUCTED WITH A FUTURES COMMISSION MERCHANT OR A RETAIL FOREIGN EXCHANGE DEALER AS YOUR COUNTERPARTY. BECAUSE OF THE LEVERAGE AND THE OTHER RISKS DISCLOSED HERE, YOU CAN RAPIDLY LOSE ALL OF THE FUNDS YOU DEPOSIT FOR SUCH TRADING AND YOU MAY LOSE MORE THAN YOU DEPOSIT.

YOU SHOULD BE AWARE OF AND CAREFULLY CONSIDER THE FOLLOWING POINTS BEFORE DETERMINING WHETHER SUCH TRADING IS APPROPRIATE FOR YOU.

TRADING IS NOT ON A REGULATED MARKET OR EXCHANGE—YOUR DEALER IS YOUR TRADING PARTNER WHICH IS A DIRECT CONFLICT OF INTEREST. BEFORE YOU ENGAGE IN ANY RETAIL FOREIGN EXCHANGE TRADING, YOU SHOULD CONFIRM THE REGISTRATION STATUS OF YOUR COUNTERPARTY.

The off-exchange foreign currency trading you are entering into is not conducted on an interbank market, nor is it conducted on a futures exchange subject to regulation as a designated contract market by the Commodity Futures Trading Commission. The foreign currency trades you transact are trades with the futures commission merchant or retail foreign exchange dealer as your counterparty. WHEN YOU SELL, THE DEALER IS THE BUYER. WHEN YOU BUY, THE DEALER IS THE SELLER. As a result, when you lose money trading, your dealer is making money on such trades, in addition to any fees, commissions, or spreads the dealer may charge.

AN ELECTRONIC TRADING PLATFORM FOR RETAIL FOREIGN CURRENCY TRANSACTIONS IS NOT AN EXCHANGE. IT IS AN ELECTRONIC CONNECTION FOR ACCESSING YOUR DEALER. THE TERMS OF AVAILABILITY OF SUCH A PLATFORM ARE GOVERNED ONLY BY YOUR CONTRACT WITH YOUR DEALER.

Any trading platform that you may use to enter off-exchange foreign currency transactions is only connected to your futures commission merchant or retail foreign exchange dealer. You are accessing that trading platform only to transact with your dealer. You are not trading with any other entities or customers of the dealer by accessing such platform. The availability and operation of any such platform, including the consequences of the unavailability of the trading platform for any reason, is governed only by the terms of your account agreement with the dealer.

YOUR DEPOSITS WITH THE DEALER HAVE NO REGULATORY PROTECTIONS.

All of your rights associated with your retail forex trading, including the manner and denomination of any payments made to you, are governed by the contract terms established in your account agreement with the futures commission merchant or retail foreign exchange dealer. Funds deposited by you with a futures commission merchant or retail foreign exchange dealer for trading off-exchange foreign currency transactions are not subject to the customer funds protections provided to customers trading on a contract market that is designated by the Commodity Futures Trading Commission. Your dealer may commingle your funds with its own operating funds or use them for other purposes. In the event your dealer becomes bankrupt, any funds the dealer is holding for you in addition to any amounts owed to you resulting from trading, whether or not any assets are maintained in separate deposit accounts by the dealer, may be treated as an unsecured creditor's claim.

YOU ARE LIMITED TO YOUR DEALER TO OFFSET OR LIQUIDATE ANY TRADING POSITIONS SINCE THE TRANSACTIONS ARE NOT MADE ON AN EXCHANGE OR MARKET, AND YOUR DEALER MAY SET ITS OWN PRICES.

Your ability to close your transactions or offset positions is limited to what your dealer will offer to you, as there is no other market for these transactions. Your dealer may offer any prices it wishes, and it may offer prices derived from outside sources or not at its discretion. Your dealer may establish its prices by offering spreads from third party prices, but it is under no obligation to do so or to continue to do so.

Your dealer may offer different prices to different customers at any point in time on its own terms. The terms of your account agreement alone govern the obligations your dealer has to you to offer prices and offer offset or liquidating transactions in your account and make any payments to you. The prices offered by your dealer may or may not reflect prices available elsewhere at any exchange, interbank, or other market for foreign currency.

PAID SOLICITORS MAY HAVE UNDISCLOSED CONFLICTS.

The futures commission merchant or retail foreign exchange dealer may compensate introducing brokers for introducing your account in ways which are not disclosed to you. Such paid solicitors are not required to have, and may not have, any special expertise in trading, and may have conflicts of interest based on the method by which they are compensated. Solicitors working on behalf of futures commission merchants and retail foreign exchange dealers are required to register. You should confirm that they are, in fact, registered. You should thoroughly investigate the manner in which all such solicitors are compensated and be very cautious in granting any person or entity authority to trade on your behalf. You should always consider obtaining dated written confirmation of any information you are relying on from your dealer or a solicitor in making any trading or account decisions.

FINALLY, YOU SHOULD THOROUGHLY INVESTIGATE ANY STATEMENTS BY ANY DEALERS OR SALES REPRESENTATIVES WHICH MINIMIZE THE IMPORTANCE OF, OR CONTRADICT, ANY OF THE TERMS OF THIS RISK DISCLOSURE. SUCH STATEMENTS MAY INDICATE POTENTIAL SALES FRAUD.

THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF TRADING OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS WITH A FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER.

PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS.

By accepting these Terms and Conditions I hereby acknowledge that I have received and understood this risk disclosure statement.

### **SECONDARY RISK DISCLOSURE STATEMENT**

Trading is very speculative and risky. Foreign Exchange Trading is highly speculative and is suitable only for those customers who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume losses significantly in excess of margin

or deposits. Customer represents, warrants and agrees that Customer understands these risks; that Customer is willing and able, financially and otherwise, to assume the risks of Foreign Exchange Trading and Spot Metal Trading and that loss of Customer's entire Account Balance will not change Customer's lifestyle.

The high leverage and low margin associated with Foreign Exchange Trading and Spot Metal Trading can result in significant losses due to price changes in Foreign Exchange Contracts, Cross Currency Contracts and Metal Contracts. Company's margin policies may require that additional funds be provided to properly margin Customer's Account and that Customer must immediately meet such margin requirements. Failure to maintain the Minimum Margin Requirement may result in the liquidation of any open positions with resultant loss to Customer.

FOREX IS AN OVER THE COUNTER (OTC) MARKET, MEANING THE FOREIGN CURRENCY TRADING YOU ARE ENTERING INTO IS NOT CONDUCTED ON AN EXCHANGE. AS A MARKET MAKER, Freewaylite.us IS THE COUNTERPARTY IN THESE TRANSACTIONS AND, THEREFORE, ACTS AS THE BUYER WHEN YOU SELL AND THE SELLER WHEN YOU BUY. AS A RESULT, Freewaylite.us'S INTERESTS MAY BE IN CONFLICT WITH YOURS. UNLESS OTHERWISE SPECIFIED IN YOUR WRITTEN AGREEMENT OR OTHER WRITTEN DOCUMENTS Freewaylite.us ESTABLISHES THE PRICES AND WHICH IT OFFERS TO TRADE WITH YOU. THE PRICES OFFERED MIGHT NOT BE THE BEST PRICES AVAILABLE AND DIFFERENT PRICES MAY BE OFFERED TO DIFFERENT CUSTOMERS.

IF Freewaylite.us ELECTS NOT TO COVER ITS OWN TRADING EXPOSURE, THEN YOU SHOULD BE AWARE THAT Freewaylite.us MAY MAKE MORE MONEY IF THE MARKET GOES AGAINST YOU. ADDITIONALLY, SINCE Freewaylite.us ACTS AS THE BUYER OR SELLER IN THE TRANSACTION, YOU SHOULD CAREFULLY EVALUATE ANY TRADE RECOMMENDATIONS YOU RECEIVE FROM Freewaylite.us OR ANY OF ITS SOLICITORS.

By accepting these Terms and Conditions I hereby acknowledge that I have received and understood this secondary risk disclosure statement.



## Amethyst International LLC Direct Market Access Service Supplemental Terms

These Supplemental Terms set out the terms and conditions under which Amethyst International LLC (“Amethyst International”) offers you the Direct Market Access services described below (the “DMA Services”). These Supplemental Terms form part of the Amethyst International Customer Agreement, including the related Trading Policies and Procedures, in each case as amended from time to time (collectively, the “Customer Agreement”).

Unless separately defined in these Supplemental Terms, words and expressions shall have the same meanings given to them in the Customer Agreement.

### 1. TERMS OF SERVICES PROVIDED; TRADING POLICIES AND PROCEDURES.

- a. Subject to the conditions of the Customer Agreement and acceptance of your application to open an Account, Amethyst International will maintain one or more Accounts in your name, and will affect cash settled and physically settled transactions with and for you in the international over-the-counter currency markets on a spot basis and provide such other services and products as Amethyst International may, in its sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all transactions entered into in connection with the DMA Services shall be governed by the terms of the Customer Agreement.
- a. Upon receipt of an order from you as customer, Freewaylite.us will attempt to place a financially equivalent order with its DMA Services liquidity provider(s) in Amethyst International’s name. Upon receipt of confirmation of fill price(s) from Amethyst International’s DMA Services liquidity provider(s), Amethyst International will fill your order request, in part or in full, at the exact same price acting as counterparty to your trade. Amethyst International’s ability to fill your order will be contingent on Amethyst International’s ability to execute the order with its DMA Services liquidity provider(s) and pass these order fills on to you acting as counterparty to your trade. You acknowledge and agree that a lack of available liquidity from Amethyst International’s DMA Services liquidity providers may result in your order not being filled at any price. **You further acknowledge and agree that Amethyst International will display currently available pricing for the contracts offered under the DMA Services, but actual execution prices achieved in the market by Amethyst International with its DMA Services liquidity provider and passed on to you by Amethyst International acting as counterparty to your trade may differ materially from pricing displayed, and you agree to accept the prices assigned to all filled orders pursuant to the DMA Services.**
- a. Unless otherwise specifically indicated in the trading platform through which you are accessing the DMA Services, all contingent and market orders placed on any trading day will expire at the end of each trading day.
- b. Neither Request for Quote functionality nor a demo trading system will be offered as part of the DMA Services.

2. **REPRESENTATIONS AND WARRANTIES.** You hereby represent and warrant to Amethyst International that:
  - a. your execution and delivery of these Supplemental Terms and your performance of all obligations contemplated hereunder have been duly authorized;
  - b. your execution and delivery of these Supplemental Terms and your use of the DMA Services offered hereunder shall not violate any law, rule, regulation, ordinance, charter, by-law or policy applicable to you; and
  - c. you acknowledge and agree that the transactions you execute through the platform will be subject to a commission and any bid/offer spread included in the foreign currency pricing offered to you via the platform through which you access the DMA Services.
3. **RISK OF TRANSACTIONS.** You acknowledge that you have been informed, and that you understand that (i) none of the DMA Services provided by Amethyst International shall give rise to any fiduciary or equitable duties on our the part of Amethyst International or any of its officers, directors, employees or affiliates; (ii) Amethyst International may receive fees or other payments from one or more third parties in respect of any particular transaction executed in connection with the provision of the DMA Services hereunder; and (iii) the submitting or posting of any information to or on the platform by which the DMA Services are accessed by any person shall not be deemed to be a recommendation by any such person that you should enter into any particular transaction or that such transaction is suitable or appropriate for you.
4. **TERMINATION.** Amethyst International may terminate these Supplemental Terms and your access to the DMA Services at any time for any reason or no reason, with or without notice, in its sole discretion.