



Windsor Park Forex

Smart Trader Club Membership Application and Agreement

This club membership application and agreement (the “Agreement”) is made this the date stated below by and between: Windsor Park Forex (Hereafter the “Club”),

And _____

Residing at _____
hereafter referred to as the “Applicant.”

WHEREAS, the Applicant wishes to apply for membership in the Club, and
WHEREAS, the Club wishes to determine whether the Applicant meets the criteria for membership in the Club, and
WHEREAS if accepted for membership into the Club as a member, the Applicant will be required to abide by the terms and conditions of membership,

NOW THEREFORE, for the mutual promises given and received herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed as follows;

1. **Club Purpose.** The Club exists for the purpose of providing members with education, information, products and opportunities related to and arising out of Foreign Currency education.
2. **Applicant Seeks Membership.** The Applicant wishes to become a member of the Club and by signing below, makes application for Club membership, pursuant to the terms and conditions set forth in this Agreement.
3. **Qualification for Club Membership.** The Club has sole and absolute discretion in determining whether the Applicant qualifies for membership and Applicants shall have no rights in relation to membership or membership application other than as set forth herein. The Club shall not discriminate based upon nationality, religion, creed or ethnic background. However, it shall only grant membership to applicants that meet the membership criteria.
4. **Membership Criteria.** Criteria for Club membership is as follows:
 - a. Applicant shall provide current, verifiable contact information (phone, cell, Email, address etc.);

- b. Such other information as the Club may require in writing from time to time.
5. **Club Membership Fee.** The Club shall charge the amount of three thousand U.S. dollars (\$3,000.00). The Applicant shall pay the membership fee to the Club within three business days of submitting application. The Applicant agrees that all funds sent to the Club shall be good, clean, cleared funds of lawful origin, the source of which is known to the Applicant.
 6. **Determination of Membership.** Within five (5) business days of receiving both a full and complete application package, and the entire membership fee, the Club Manager shall commence review of the Applicant's application package to determine eligibility for Club membership. The Applicant may assume that membership has been granted if a representative from the Club has not informed applicant otherwise after five business days. The Club manager shall determine eligibility in its sole and absolute discretion and its findings shall be final. The Club reserves the right to refuse membership to any application for any reason.
 7. **Failure to Provide Fee or Required Information.** Applicant's failure to make the Applicant Processing Fee payment in full or failure to provide a complete application package negates the Club's obligation to commence (or continue processing) the Applicant's application.
 8. **Return of Funds If Application Denied.** Should an Applicant be denied membership for failing to qualify or for failing to provide required information then the Club shall refund and return the entire Membership Fee amount to that Applicant in full within fourteen (14) days of denial of membership.
 9. **If Membership Granted.** In the event the Club accepts the Applicant as a member then the applicant's application processing Fee shall become immediately and irrevocably earned by the Club in full and is non refundable.

a. Membership Fee \$3,000.00

10. **Club Funds.** The Club shall disburse the Membership Fee funds in furtherance of Club purposes at its sole discretion as it may deem appropriate. Club funds shall be expended pursuant to those policies and needs that govern the operation and running of the Club.
11. **Privileges of Membership.** When accepted as a Club member, the Applicant will have all of the benefits and privileges of membership for the duration of Applicant's membership. Privileges include: training, webinars, Affiliate support, and activation of Smart Trader EA on 1 live account with paid monthly dues. Additional accounts may be activated for an additional monthly fee.
12. **Club Information.** The Club disseminates information primarily (although not exclusively) via its web site. In the event of acceptance as a member, the Applicant will create a "User Name" and "Password" that will enable the Applicant to access the "Members Only" section of the Club's web site.

Applicant Initials

13. **Monthly Dues.** Applicant understands that he or she may suspend monthly dues at any time for any reason and may reactivate their account without penalty at the current rate. The current monthly member dues are \$195. The Applicant's monthly dues are renewed on the day of the month the Applicant became a member. Any and all monies paid prior to cancellation are non-refundable. Unused prorated monthly membership dues will not be refunded.
14. **Terms and Conditions.** The Applicant understands and agrees that if the Applicant is accepted as a member of the Club, then continuing membership is subject to the terms and conditions of membership. These terms and conditions are determined by and may be adjusted by the Club from time to time.
15. **Term and Termination.** Should the Applicant be accepted as a member of the Club, the term of membership shall be for 99 years. Membership shall automatically terminate at the term of this membership period. Prior to or at termination of Membership (other than termination for cause), the Applicant may apply for membership renewal in accordance with the Club's terms and conditions for renewal of membership in effect at that time.
16. **Termination for Cause.** In the event that the Applicant is accepted as a member of the Club, the Applicant's membership shall be automatically and immediately terminated in the event that the Applicant is convicted of any crime related to fraud or money laundering or as otherwise set forth in the Club's terms and conditions.
17. **Club Operation and Control.** The operation and control of the Club is determined solely and exclusively by the board of directors of the Club and in accordance with those legal documents that regulate the Club. Applicant has no ownership, control or other rights other than as set forth herein.
18. **Limitation of Liability.** Applicant agrees that the Club, (including, but not limited to, employees, servants, members and independent affiliates) are not liable in any way whatsoever for the financial affairs or financial loss of the Applicant, and the Applicant hereby fully and forever releases and holds the Club (including, but not limited to, employees, servants, members and independent affiliates) harmless from all matters (howsoever arising) of this Agreement. the Applicant understands and agrees that the Club is not responsible in any way whatsoever for any of the information, strategies, contacts, products, services, ideas that the Applicant may become aware of, use, or refrain from using by virtue of interacting with the Club, its members, or those who make products or services available to the Club and its members and that the Applicant does so (or refrains from doing so) entirely at the Applicant's own discretion and or risk. The Club does not provide legal, accounting, taxation or financial advice of any nature whatsoever, and recommends that the Applicant and members seek their own competent professional advice in relation to all financial matters. Applicant agrees that the Club, (including, but not limited to, employees, servants, members and independent affiliates) are not liable in any way whatsoever for any physical damage to the Applicants person or personal property while visiting or attending any meeting or gathering located on or off of Club property.

19. Applicant represents that he/she

- a. Is not an agent of any group or organization that will purposely attempt to subvert the Club or use membership unlawfully or inappropriately.
- b. If membership is granted, will not use or cause to be used the information obtained or shared as a basis for any legal or subversive action against the Club or any members.
- c. Will not copy and/or distribute, by any means, Club information or documents.

20. Reasonable Provisions. Applicant agrees that all of the terms and conditions set forth in this Agreement are reasonable.

21. Dispute. In the event of any dispute arising out this Agreement, the prevailing party shall be entitled to all attorney's fees and costs from the non-prevailing party.

22. Choice of Law, Choice of Forum. In the event of a dispute between the parties arising out of this Agreement, all such matters shall be governed and construed exclusively by the laws of the jurisdiction of the Club's address as given in the Recitals to this Agreement. Further, the exclusive forum for all such matters shall reside in said jurisdiction.

23. Authority and Capacity. By signing below, each party agrees that it has read and understood this Agreement, and that each party has authority and capacity to enter into this Agreement and that doing so does not violate any other agreement.

IN WITNESS WHEREOF, we have executed this agreement on the dates given below:

APPLICANT/s:

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

CLUB:

_____	_____	_____
Print Name	Signature	Date

Applicant Initials