

Forex Movement Benefits of Membership

As a new prospective member, you are about to join a growing community of foreign currency traders that follow a selective, low risk approach to trading the most lucrative market in the world.

Your membership offers you the following benefits:

- ***Enrollment into an Alpha Two Day Orientation class*** - During this orientation you will learn the fundamental methodology followed by all Forex Movement members. It will provide the new member a basic understanding of the market, how to read the FM Smart Charts, full description of several of the trade models used by the membership, and a plan for trading toward a member's short and long term goals.
- ***Ability to re-audit any Alpha Two Day class anywhere in the country*** - (based on seat availability) Members in good standing are encouraged to attend any future Alpha Two Day Orientation in order to continue to master their core methodology understanding and skills.
- ***Access to Forex Movement Smart Charts w/ Smart Signals*** - Membership includes monthly access to the most powerful charting system available to foreign currency traders. These charts are unique to the industry in that it includes numerous data points some of which are only available to Forex Movement members. This unique data feed in conjunction with the proprietary trade models provided to members is the foundation to successfully trading in this volatile market.
- ***Forex Movement mentors who are willing to help answer your questions through IM, email and FM Chat*** - Members have a very special opportunity to not only learn from a group of seasoned, successful currency traders, but also continued access to those mentors to guide your development and progress.
- ***Daily access to the Forex Movement Live Trade Floor*** (Available only in select cities) - Each morning starting at 5 am, members can meet together and trade the London and New York market sessions. While there, members may also participate in unique trade studies and the live Morning Web Broadcast itself.
- ***Daily access to the Forex Movement Morning Web Broadcast*** - (Available through Gotowebinar.com) Members are invited to listen in as CEO Barry Louks guides Forex Movement members through a morning review of currency markets, including trends and target areas for possible trades for that day. Most days the mentorship will also participate in this broadcast, offering insightful and informative interpretations of that day's market based on their many years of trading experience. It is not uncommon for a mentor to share a trade or two with members as they are developing.
- ***Use of the Forex Movement Chat system*** - Members who are logged onto the charting system are eligible to use the FM Chat System where members from all over the country will communicate with each other throughout the day. Feel free to share possible trade targets, experiences, and make contacts with trades
- ***Use of the Forex Movement Tracker Trade Robot*** - (Metatrader 4 required) Access to this highly useful "expert advisor" automated trade robot is part of the FM Smart Charts system. This robot is specifically designed to offer members the ability to place trades with the confidence that once placed, the robot will manage the trade entered for the highest level of profit while balancing it with reducing risk of loss.
- ***Connection to a growing community of member traders across the country and around the globe*** - Your membership will allow you to meet and collaborate with members around the globe that are using the same methodology and systems to achieve their financial and personal goals through trading. Anyone who has ever traded will tell you that the more minds that are following a developing trade, the more chance that this collaboration will yield a successful trade.
- ***Planning and coaching with our staff to develop a trade plan that works*** - You will have access to our staff of coaching professionals that will help you develop a plan of trades that works with your schedule, financial goals, and time available to trade.

Forex Movement Membership Application

Attention applicant: Please complete the following information so that we may process your membership request into the Forex Movement. Completing all information will help prevent delays in processing this request. Once your membership has been approved, you will be entitled to access all member benefits as described in the Membership disclosure. You will automatically be enrolled in the next available Alpha Two Day Orientation program unless otherwise noted. If you have questions concerning this form, please contact your Forex Movement representative or you may send a question to membersupport@forexmovement.com. We look forward to fulfilling your request and having you as a new member in the Forex Movement.

Referring Forex Movement Member:

Individual member complete the following:

First Name:	Last Name:	Gender:	Male	Female
Address:	City:	State:	Zip Code:	
Home Phone:	Cell Phone:	Work Phone:		
Email Address:	IM Address:			
Social Security Number:	Date of Birth:	US Citizen	Yes	No
Marital Status:	Single	Married	Is this a joint application for membership?	
			Yes	No

If joint complete the following for joint member:

First Name:	Last Name:	Gender:	Male	Female
Address:	City:	State:	Zip Code:	
Home Phone:	Cell Phone:	Work Phone:		
Email Address:	IM Address:			
Social Security Number:	Date of Birth:	US Citizen	Yes	No

Financial Information:

Annual Household Income	\$10,000 - 25,000	\$26,000 - 50,000	\$51,000 - 75,000	\$76,000 - above			
Current Portfolio Balance	\$0 - 10,000	11,000 - 50,000	51,000 - 100,000	above \$100,000			
Your Portfolio consists of: (Choose all that apply)	Stocks	Bonds	401k	Mutual Funds	Gold	Currency	
Do you have experience trading stocks, bonds, commodities, currency, futures, or options?	Yes		No				
Do you currently manage your own portfolio?	Yes	No					
Are you now, or have ever been, banned from trading by a regulatory agency of the US?	Yes		No				
If Yes, what agency?	Is the ban lifted?	Yes	No	Date lifted:			

Forex Movement Membership Application

True False

I acknowledge that I have read the Forex Movement Membership Agreement and will abide by its terms

I acknowledge that I understand the benefits that are available to me as long as my membership is in good standing

I acknowledge that I have read all risk disclosure documentation provided to me by Forex Movement and understand its contents

I understand that membership offers me information that is proprietary by nature and I agree not to share this information with non-members

I certify that I fully understand the risk associated with trading foreign currency includes the real risk of loss

I certify that I am using funds that I can afford to lose and have not solicited funds from others for the purpose of trading on their behalf

I understand that failure to abide by the terms and conditions of membership could result in my membership being forfeited without recourse

Initiation Payment Information: (Please choose one)

Individual Membership (One time initiation fee) - \$5500.00

Joint Membership (One time initiation fee-) - \$8250.00

Form of Payment: Cash* Check** Credit Card***

Credit Card Type: Visa Mastercard American Express Discover

Card Number: Expiration Date:

Name as it appears on the card: Is billing address same as home address? Yes No

If no:
Billing address: City: State: Zip Code:

I authorize Forex Movement and/or its affiliates to charge the initiation fee amount checked above, or some other amount as agreed upon by both parties, for acceptance as a member of Forex Movement.

Signature _____
Individual applicant

Signature _____
Joint applicant

Date _____

Date _____

- All applications require a minimum \$1000.00 deposit with application (\$2000.00 for joint application) (Deposit is 100% refundable until the morning of scheduled orientation, failure to contact Forex Movement prior to the start of orientation either by email or mail dated prior to the orientation will result in the forfeiture of your deposit. There are no refunds of the deposit once a member has started the Alpha Two Day orientation class. A prospective members application that is denied will have the deposit returned in full within 14 business days of such denial.
 - ** Checks must be in Cashiers Check form issued by an FDIC insured bank or NCUA accredited Credit Union. No personal checks please
 - *** Credit Card payments may be subject to a 2% handling fee of the charged balance
- Any outstanding balance of the initiation fee is to be paid in full prior to the start of the scheduled orientation class.

Forex Movement

Release of Liability and Expectancy

This Release of Liability and Expectancy Agreement is made and entered into as of the date last written by and between Forex Incorporated dba Forex Movement (herein referred to as FM) and/or its affiliates, and:

Please print

New Trader: _____ *Email:* _____

Address: _____

City, State & Zip: _____ *Telephone:* _____

herein referred to as "New Trader".

WHEREAS, The New Trader desires to learn the technicality of foreign currency trading, and FM desires to impart to the New Trader certain proprietary and confidential information of FM. New Trader will have access to various suppliers, FM trade secrets, business practices, and other proprietary confidential information taught to him/her by FM, enabling him/her to unfairly compete with the business of FM, which includes, but is not limited to, Currency Trading and Mentoring Programs. Should any or all of this proprietary information be disseminated to a third party, either directly or indirectly, it could enable another party to unfairly compete with the business of FM. New Trader agrees not to compete with FM or facilitate such competition, nor to otherwise allow others to compete through actions of New Trader, either directly or indirectly.

THEREFORE, in consideration of the New Trader's affiliation with FM, and FM's affiliation with the New Trader, the two desire to enter into this mutual agreement and covenant to honor, comply, obey and abide by stipulations, agreements, and covenants described herein.

HEREINAFTER SET FORTH the parties hereto agree as follows:

1. Covenant of Proprietary and Confidentiality.

The New Trader covenants and agrees that he/she shall not, at any time during the term of this agreement or at any time thereafter, without the written authorization and consent of FM, disclose to any person or make use of for himself or herself, any corporation, partnership, or other entity, the proprietary, confidential, or trade secret information concerning the business of FM. Proprietary, confidential, or trade secret information includes, but is not limited to, singularly or collectively, the following: this trading course, files, list of clients and client information, supplies, methods, formulas, methods of operations, advertising, financing, charting and any services of FM listed or not listed herein.

New Trader acknowledges all files, lists, books, manuals, records, literature, and any other contents of The Alpha Course[™] all products created at present and future, and any other materials owned by FM or used in connection with the conduct of business, shall at all times remain the property of FM. That New Trader shall surrender to FM all such lists, books, records, literature, products, course materials, supplies, clients, or any other information in their possession, created at or present or in the future, used in connection with business of FM, should New Trader breach this agreement.

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New Trader also agrees, future statements made by e-mail or letter and any photos of *New Trader* may be used to promote the Forex Movement as it sees fit without further written consent and agrees that FM and its Representatives are not in violation of any privacy acts by signing this agreement.

2. Covenant not to compete.

New Trader agrees that he/she is not fully educated on currency trading, and/or actively working in the business of FM and wants to be trained by FM for the purpose of understanding the beginning steps of currency trading. Therefore, *New Trader* covenants and agrees that he/she will not, at any time, directly or indirectly, in any way, solicit, offer to solicit or service any actual or prospective clients or customers of FM. Furthermore, *New Trader* covenants and agrees that he/she will not at any time, either directly or indirectly, in any way compete with the business of FM, or have any interest or association in any such business or enterprise which shall be so engaged in competition, as proprietor, partner, employee, shareholder, principal, agent, consultant, director, officer, or in any other capacity or manner whatsoever, anywhere. *New Trader* further covenants and agrees that FM and its Representatives will not lend money or credit for the purposes of establishing or operating any such competitive business, nor give advice, either directly or indirectly, to any person, firm, association, corporation or other business entity engaged in or engaging in such competitive business for five years from this date. *New Trader* covenants and agrees that he/she will not solicit any clients, past or potential, whose name became known through FM or affiliation in the business of FM for the purpose of competing with FM. *New Trader* agrees that FM has developed a proprietary course in currency trading, and agrees not to compete or divulge said information without written consent of FM.

3. Enforceability.

As a *New Trader* of FM, *New Trader* may have trade secrets and other proprietary confidential information of FM. Therefore, *New Trader* acknowledges that the restrictive covenants contained herein are a reasonable and necessary protection of the legitimate interest of FM, and that violation of them by *New Trader* would cause substantial injury to FM, and that FM would not continue working with *New Trader* in the present path without receiving the additional consideration for FM binding himself to said restrictions. The parties believe that the restrictive covenants contained herein are reasonable.

However, if any court or other body having jurisdiction shall at any time hold such covenants to be unenforceable or unreasonable, whether as a scope, territory, or period of time specified herein, and if such authoritative body shall declare or determine the scope, territory or period of time which it deems to be reasonable, then scope, territory or period of time shall be deemed to be reduced to that declared or determined by said authoritative body as reasonable.

Forex Movement Release of Liability and Expectancy

4. Remedies.

*New Trader and FM agree that in the event of any breach of the provisions of this agreement the remedies at law for such breach would be inadequate. The parties agree that in case of a breach by **New Trader**, FM will suffer irreparable damage and shall be entitled to an injunction restraining such breach. **New Trader** and FM agree that in addition to any other remedies provided by this agreement or available at law, in equity, or by statute, the non-breaching party may apply to any court of competent jurisdiction and be entitled to an injunction by such court to prevent a breach or further breach of this agreement on the part of the breaching party. In the event FM is required to retain an attorney to enforce this agreement, FM shall be entitled to recover reasonable attorney's fees and all expenses associated with any litigation.*

5. Integration and Modification.

*This writing contains the entire agreement between the **New Trader** and FM and shall not be changed, supplemented, or amended in any manner except by an instrument in writing properly executed by the parties to this agreement, including hand written changes to this document, initialed and dated by both parties, which will supersede that which is typewritten. **New Trader** and FM further agree that all prior agreements, whether written or oral, between **New Trader** and FM, are fully abrogated and of no further force or effect as of the date of this agreement.*

6. Construction; Venue; Jurisdiction.

All parties hereto agree that this agreement shall be construed, governed and enforced in accordance with the laws of the State of Missouri. All parties further agree that any issue or dispute arising out of this agreement or between the parties in any way related to FM, its operations and its Associated Companies shall be brought in the jurisdiction of Missouri, specifically in state court in Missouri or in federal court in St. Louis, Missouri.

If a court of competent jurisdiction rules invalid or unenforceable any of the provisions of this agreement, the remainder shall never the less be given full force and effect.

*References to **New Trader** shall include, but are not limited to, the proper person named within this agreement, past, present and future officers, contractors, subcontractors, directors, and employees of **New Trader** or of his or her organization, and any other person, corporation, partnership, or other entity that is, has been or will be associated with **New Trader**.*

*This agreement in no way implies or grants ownership or partnership between FM or any of its Associated Companies and **New Trader**.*

The captions are for convenience and reference only, and they shall not define, limit, or construe the contents of any provision, covenant or agreement. Except where the context indicates otherwise, words in the singular shall include the plural, and vice versa, and words in the masculine, feminine, or neuter gender shall include each other's gender as well.

*The conditions herein contained are intended by the parties hereto to be interpreted to allow FM to conduct its business without constraint. or held hostae by **New Trader**.*

Forex Movement Release of Liability and Expectancy

7. Indemnification.

New Trader agrees to indemnify and hold FM, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by FM arising out of *New Trader's* failure to fully and timely perform *New Trader's* agreements herein or should any of the representations and warranties fail to be true and correct. *New Trader* also agrees to pay promptly to FM all damages, costs and expenses, including attorney's fees, incurred by FM in the enforcement of any of the provisions of this Agreement and any other agreements between FM and *New Trader*.

8. Trading Expectations

The *New Trader* acknowledges that the mentoring group recommends trading a live demo account a minimum of fifty (50) consecutive successful trades before opening and trading a live account with real money. The fifty (50) trades must be completed in the following sequence:

Trade 10 individual trades with **one** lot and a minimum of 10 plus pips of profit.

Trade 10 individual trades with **two** lots and a minimum of 10 plus pips of profit.

Trade 10 individual trades with **three** lots and a minimum of 10 plus pips of profit.

Trade 10 individual trades with **four** lots and a minimum of 10 plus pips of profit.

Trade 10 individual trades with **five** lots and a minimum of 10 plus pips of profit.

(Strive for more than 20 pips whenever possible.)

A tight protective back-stop of no more than 25 pips is encouraged on each trade selection

Free audits and free reviews are available to only those FM traders who are in good standing with FM and who are also currently subscribing to the trading tools that FM utilizes in the Alpha Course™ methodology.

The *New Trader* will provide proof of the fifty (50) successful trades to FM and in return will be eligible for bonus discounts for future trading seminars. The *New Trader* also understands that the mentoring group recommends daily practice on a demo account prior to and after opening a live trading account. Also, it is recommended to continue the self-education of trading by visiting your local library or bookstore.

The *New Trader* acknowledges and agrees that the mentoring session provided by FM is a sixteen (16) hour session scheduled by appointment. Excessive duplicated topic type e-mails and telephone consultation pertaining to concepts repeatedly discussed within the bounds and perimeters of the initial manual requires a fee of \$50.00 per inquiry and may be billed accordingly.

DUE TO THE VALUABLE TIME OF THE MENTOR AND THE PROPRIETARY INFORMATION THAT IS GIVEN THROUGH "BY-ROTE" METHODOLOGY, ONCE A SESSION BEGINS, THERE ARE NO REFUNDS.

*Forex Movement
Release of Liability and Expectancy*

9. Benefit and Burden.

This agreement shall be binding upon and inure for the benefit of the parties, their heirs, legal representatives, successors and assigns.

10. Term.

This Agreement shall be ongoing from the date signed and written on page six of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on this _____ day of _____, 20_____.

New Trader's Signature
(print) _____

Date

Mentor's Signature
(print) _____

Date

Intern's Signature
(print) _____

Date

Forex Movement Release of Liability and Expectancy

Statement and Disclaimer

*The Alpha Course™ manual is for training and illustration purposes only. Forex Incorporated dba Forex Movement (FM) and its associate partners and contractors do not hold traders captive to any broker, charting or analysis group. It is our intent to offer several choices of brokers and to give the **New Trader** the opportunity of freedom of choice. We advise you to be very diligent in your selection of a broker. With the proper Internet search, one may search out even more services that are available to the **New Trader**. It is the individual trader's right to shop and select the best service available, just as it is the careful judgment of the trader to study, test and confirm several approaches before selecting a trade to enter for profit.*

Forex Incorporated dba Forex Movement cannot allow free time on any of our software services except in the case of special promotions or otherwise authorized by FM. This includes SmartCharts™, SmartSignals™, and any other software or services provided by FM. FM absorbs the high cost of the data feed during any "free" time granted as a result of a special promotion or otherwise. As stated in the contract signed during the seminar, FM is not responsible for technical difficulties originating from our software, from the data feed, or from any computer issues.

This document has been received, read and understood by:

New Trader

Date

Witness

Date

*Forex Movement
Release of Liability and Expectancy*

Risk Statement

The undersigned hereby acknowledges that he/she fully understands that the risk factor is high in trading and that only "Risk Capital" or "Risk Funds" should be used in such trading. A person who does not have extra Risk Capital or Risk Funds that they can afford to lose should not trade in the market. No "Safe" trading system has ever been devised and no one can guarantee profits or freedom from loss. In fact, no one can ever guarantee to limit the extent of potential loss.

The undersigned acknowledges that the parties providing information to trade in the Foreign Currency Market are not Commodity Trading Advisors or Brokers. The techniques that are being introduced are those that have been found to work in the past but may not be indicative of future profitable results.

The undersigned confirms that there have been no promises, guarantees, or warranties that their trading of currencies will result in a profit or will not result in a loss. Results can and do vary between individuals.

The undersigned hereby agrees to indemnify and hold harmless Forex Movement, Inc., its officers and directors, any Associated Company and all representatives of Associated Companies, as well as those who mentor the course, from any and all losses, costs, liabilities, or indebtedness, arising from the instructed applications of the trading techniques in this Currency Trading course related to New Trader.

New Trader's Name (Please Print)

Date

Witness

Date

Forex Movement Risk Disclosure

Forex Movement encourages all of its members and prospective members to fully understand the risks associated with any type of investing including that of foreign currency trading. Any information provided by Forex Movement, its affiliates, officers and members is strictly for the use and benefit of its membership and should be considered educational in nature. Forex Movement, its affiliates, officers and members make no claims of success in trading based upon the information being provided to its members.

Please review all the following disclosures and disclaimers prior to making the decision to trade foreign currency since trading currency may not be suitable for everyone. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

Hypothetical Data:

Hypothetical performance results have many inherent limitations, some of which are described below. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved by any particular trading program.

One of the limitations of hypothetical performance results is that 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 adhere to a particular trading program 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.

Initials _____

Forex Movement Disclaimer:

Forex Movement will not captivate a member to its website, to a specific broker, or to any other product or service offered by it or its affiliates or members. Forex Movement, its officers, or members may from time to time, recommend certain services that it believes might benefit a trader to profit. Members are free to use or not use any product or service recommended on its website, through its print materials, or by word of mouth among its members.

Forex Movement warns its members not to trust any opinions, rumors, software or fundamental announcements without personally confirming this information before entering a trade.

Unique experiences and past performances do not guarantee future results! Testimonials offered by Forex Movement or its members are unsolicited and are non-representative of all clients; certain accounts may have worse performance than indicated. Trading stocks, options and spot currencies involves substantial risk and there is always the potential for loss. Your trading results may vary. Because the risk factor is high in the foreign exchange market trading, only genuine "risk" funds should be used in such trading. If you do not have the extra capital that you can afford to lose, you should not trade in the foreign exchange market. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss.

Forex Movement is not a multi-level organization and traders do not make money off of other traders.

Forex Movement is not a currency dealer in the spot market, futures market or options market.

Initials _____

High Risk Disclosure:

Trading foreign exchange carries a high level of risk, and may not be suitable for all investors. Before deciding to trade foreign exchange you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with foreign exchange trading, and seek advice from an independent financial advisor if you have any doubts.

Initials _____

Forex Movement Risk Disclosure

Indemnification:

Member agrees to indemnify and hold Forex Movement, its affiliates, employees, agents, successors and assigns harmless from any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by Forex Movement arising out of a member's failure to fully and timely perform. Forex Movement shall NOT be held liable and is released from all claims and losses incurred in such regard if (and to the extent that) the claim or loss was caused or contributed to by (a) Member's Conduct: The actions or omission to act on the part of Member (b) Malfunctions: System malfunction, equipment failure (whether Member's or Forex Movement's equipment), system interruption or system unavailability; (c) Delay: Delays, failure or errors in implementing any instruction; and (d) Information: Inaccurate or incomplete instructions received by Forex Movement from Member. Additionally, member agrees to indemnify and hold Forex Movement employees, agents, successors and assigns harmless from and against all liabilities, losses, damages, costs and expenses, including attorneys fees resulting from use of programmable trading systems, whether built by Member himself or by any third party and executed on or using the FM Smart Charts or any other trading products offered by Forex Movement.

Initials _____

By my initials and signature, I certify that I have read the above disclosures and disclaimers and that I fully understand and agree to be bound by the conditions described as part of my decision to become a member of Forex Movement.

Signature _____
Individual applicant

Signature _____
Joint applicant

Date _____

Date _____