



## FAST TRACK TRADING

### Fast Track Trading, LLC Probation Agreement

This Probation Agreement ("Agreement") sets forth the terms and conditions governing Customer's probationary period with Fast Track Trading, LLC (hereinafter referred to as "Fast Track Trading", "FTT", or the "Company"). By signing this Agreement, Customer agrees to comply with all terms of this Agreement as well as all rules on the Company's website and Discord Server. Customer agrees that if they violate any terms of this Agreement or any rule on the Company's website and Discord Server, Customer voluntarily agrees to be permanently banned by Fast Track Trading from accessing or using Company services, products, platforms, or social media (including the Company Discord Server), whether directly or indirectly, under any alias, or in collaboration with any other person or entity.

1. **Admission of Wrongdoing:** The Customer acknowledges and admits that they violated the Company's trading rules and breached the terms of the contract previously agreed upon with the Company. By signing this Agreement, the Customer agrees to the probation terms outlined herein and acknowledges that failure to comply with these terms may result in further penalties, including a permanent ban from the Company's services. However, as part of this Agreement, the Customer is permitted to continue their business relationship with the Company, provided they comply with all conditions set forth in this Agreement. The Customer confirms that their admission of wrongdoing is made voluntarily, with a full understanding of the consequences. This admission is irrevocable and cannot be withdrawn or challenged in the future under any circumstances.
2. **Forfeiture of Gains and Payouts:** The Customer agrees to forfeit all accounts and account balances they have purchased or had with the Company as of the date of this Agreement. This includes forfeiting any payouts that were pending approval as well as any payouts that had already been approved but not yet disbursed. Any payout requests that were submitted prior to this Agreement but have not been processed will also be considered void. The Customer understands that no funds will be returned, and they waive all rights to claim these amounts in the future. The Customer acknowledges that they fully understand and accept the forfeiture terms outlined in this Agreement, and that these terms supersede any prior agreement regarding payouts or distributions. The Customer further agrees to waive any and all potential legal claims or disputes related to the forfeiture of funds, payouts, or any financial entitlements associated with their accounts.
3. **Account Profit Reset and Waiver of Claims:** The Customer acknowledges and agrees that, as part of this Agreement, all profits in any accounts they have had with the Company as of the date of this Agreement will be reset to zero. This means that any and all accumulated gains prior to the effective date of this Agreement will be permanently forfeited, and the account balances will revert to their original starting balances as when each account was first purchased. The Customer further understands and consents to this reset process, including any reporting or accounting adjustments made by the Company to reflect the reset. The Customer waives any claims or disputes related to the reset of account profits, including any legal or financial claims concerning previously earned profits or balances.



## FAST TRACK TRADING

4. **Rithmic ID and Active Trading Accounts:** Under the terms of this Agreement, the Customer is permitted to maintain only one personal Rithmic ID. Within this Rithmic ID, the Customer may have only one (1) active trading account. This active account will be the sole account through which the Customer is allowed to conduct trades during the probationary period. The Customer acknowledges that the Company will actively monitor compliance with the account restrictions set forth in this Agreement. The Company will employ various detection methods, including but not limited to IP tracking, account audits, and transaction monitoring, to identify any unauthorized attempts to create or use additional accounts beyond the one active account allowed under the assigned Rithmic ID. The Customer acknowledges that they fully understand the detection methods employed by the Company, including but not limited to IP tracking, account audits, and transaction monitoring, and agrees that these methods are lawful and appropriate for ensuring compliance with this Agreement. If the Customer is found to have created or used any additional accounts in violation of this Agreement, such actions will result in immediate termination of their trading privileges and a permanent ban from all Company services. The Customer also agrees to forfeit any funds or gains associated with any unauthorized accounts and waives any rights to dispute these penalties. The Customer agrees to the restriction on active accounts as outlined in this Agreement, even if they were previously allowed multiple active accounts, and expressly waives any historical claims or rights related to such prior permissions.
5. **Reserve Accounts:** In addition to the permitted one (1) active trading account, the Customer is allowed to have up to nine (9) additional accounts in reserve, under the same Rithmic ID. However, these accounts will not be active for trading during the probation period. If the Customer does not have nine (9) accounts in reserve, the Customer may purchase additional accounts up to having nine (9) accounts in reserve. If the Customer purchases accounts above the nine (9) accounts held in reserve, the Customer agrees to forfeit these accounts without refund. There will be no refunds for any purchases made by Customer under any circumstances. The Customer agrees that no trading activity or any other financial operations will be conducted through these reserve accounts unless otherwise authorized by the Company after the probation period concludes. The Customer agrees that all reserve accounts held under their Rithmic ID will remain inactive and are subject to monitoring and audits by the Company to ensure compliance with this Agreement. Any unauthorized trading activity or access to reserve accounts during the probationary period, without the express written approval of the Company, will result in immediate forfeiture and closure of the accounts, termination of the Customer's trading privileges, and a permanent ban from all Company services without refund. The Customer agrees that any funds, balances, or profits associated with unauthorized use of reserve accounts will be forfeited, and they waive any right to dispute these forfeitures.
6. **Forfeiture of Other Accounts:** The Customer agrees that all other trading accounts not associated with the designated probation Rithmic ID and those not in reserve are permanently forfeited. These accounts are considered lost due to the Customer's breach of the Company's trading rules and contractual obligations. The Customer waives all rights to



## FAST TRACK TRADING

access, use, or reclaim these forfeited accounts, and any balances or assets in those accounts are considered lost without compensation. The Customer further waives all future rights to challenge the forfeiture of accounts or funds, even if the Company's trading rules, policies, or procedures change at any point after the effective date of this Agreement.

7. **Probation Period Compliance:** The Customer agrees to a probation period of a minimum of one (1) year, unless otherwise modified by the Company in writing. During this probationary period, the Customer must strictly adhere to all Company rules, policies, and the terms outlined in this Agreement and the Company's website and Discord server. Any violation of the following behaviors will constitute a breach of the probation terms: unauthorized account activity, failure to comply with trading rules, accessing reserve accounts without permission, or any other misconduct as defined by the Company on its website or Discord server. The Customer will receive a written warning for any infractions. However, for serious breaches, including but not limited to violations related to unauthorized trading or deliberate non-compliance, the Company reserves the right to immediately terminate the Customer's trading privileges and enforce a permanent ban from all Company services without prior notice.
8. **Non-Disclosure Agreement (NDA):** The Customer agrees not to disclose any confidential information related to this Agreement or the Company, including but not limited to its services, operations, or internal communications. Any breach of this NDA will result in immediate termination of the Customer's trading privileges and a permanent ban from all Company services. The Company reserves the right to seek injunctive relief or other legal remedies in a court of law to immediately stop any unauthorized disclosures. The Customer acknowledges that such disclosures would cause irreparable harm to the Company, and that injunctive relief is an appropriate remedy in such cases, in addition to any other penalties or damages.
9. **Non-Disparagement Clause:** The Customer agrees not to make any negative, defamatory, or disparaging statements about the Company, its employees, or its services, whether in public forums, online reviews, social media, or any other platform. Any breach of this Non-Disparagement Clause will result in immediate termination of the Customer's trading privileges and a permanent ban from all Company services. The Company reserves the right to pursue further legal action, including seeking additional damages and injunctive relief, to prevent or remedy any reputational harm caused by the breach. The Customer agrees to remove any and all existing disparaging statements, negative reviews, or similar content, whether posted directly, indirectly, through a third party, or anonymously, on any online platform, including X (formerly Twitter), Trustpilot, Discord servers, or any other site, before being permitted to resume use of the Company's services.
10. **Probation Period Payouts:** During the probation period, the Customer may receive certain payouts based on their trading activity. However, the Customer agrees that these payouts will not count towards their "graduation" to live trading status. The Company reserves the right to withhold or adjust these payouts, and they will not contribute to any progression toward the



## FAST TRACK TRADING

Customer's eligibility for live status or any further account privileges. The Customer agrees to indemnify and hold harmless the Company from any claims, disputes, or legal actions arising from withheld or adjusted payouts during the probation period, and waives any legal claim to such payouts.

11. **Restrictions on Discord Participation:** The Customer agrees not to participate in any form or manner, directly or indirectly, in the Company's Discord server. This includes participating through any alias or alternate identity. If the Customer is found to be engaging with the Discord Server, whether through their own identity or a concealed one, they will be banned immediately. The Customer agrees that the only method of communication with the Company during probation will be through tech support tickets or email.
12. **Group Accountability and Collective Settlement:** If this Agreement involves multiple customers (i.e., all members of a trading group, team, family, or household), every individual member must sign the Agreement. The group understands that if any one member breaches the terms of the Settlement Agreement, the entire group will face permanent bans from the Company. Accountability is collective, and individual breaches will result in the expulsion of the entire group. The Customer acknowledges that all members of the group are jointly and severally liable under this Agreement. The actions of any one member that constitute a breach will result in collective penalties for the entire group, regardless of individual involvement.
13. **Severability Clause:** Should any provision of this Agreement be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The invalid or unenforceable provision will be modified only to the extent necessary to bring it within legal compliance, or severed if required, without affecting the rest of the Agreement.
14. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey. Any disputes arising from this Agreement shall be resolved in the courts located in New Jersey, and the Customer agrees to submit to the jurisdiction of these courts.
15. **Entire Agreement:** This document constitutes the entire Agreement between the Customer and the Company. No other promises, representations, or agreements have been made, whether orally or in writing, outside of what is explicitly stated in this document. Any modifications to this Agreement must be made in writing and signed by both parties.
16. **General Liability Waiver and Indemnification:** The Customer agrees to waive and release Company and its affiliates, officers, directors, employees, and agents from any and all claims, damages, liabilities, losses, or expenses that may arise from or in connection with the use of the Company's products or services. The Customer further agrees to indemnify, defend, and hold harmless the Company from any claims, actions, suits, or proceedings brought against the Company, and from any costs, damages, expenses, and attorney fees



**FAST TRACK TRADING**

arising out of or related to the Customer's use of the Company's products or services, or any breach of this Agreement by the Customer.

17. Legal Counsel: The Customer acknowledges that they have been provided with an opportunity to consult independent legal counsel prior to signing this Agreement and confirm that they fully understand and accept the implications of this Agreement and all associated terms.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement and agree that it shall be effective as of the date of the last signature below.

By: /s/ Jeff Lin \_\_\_\_\_  
General Counsel  
Fast Track Trading, LLC

**Customer**  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Print Email:** \_\_\_\_\_  
**Print Phone:** \_\_\_\_\_