**BLACK OPAL MEMBERS TRADING APPLICATION**

**INFORMATION PURPOSE**

The following information is required by Hop2it Limited to assist us initially in creating your Black Opal Trading Membership, after which a formal Unit/s will be issued to you within the Hop2it Technology Unit Trust which requires further information. Because your Black Opal Membership and Unit within the Trust have the capability to earn you income, we’ll also need your Social Security number for IRS, ATO, IRD or your local taxation purposes.

In addition, as part of your Membership we will be assisting you in setting up an Aerapay eWallet Account which requires “proof of identification and address” for validation as is now normal procedure when opening up any bank account. Aerapay is a special account that will allow you to manage your “Trading Float” while also allowing us to make profit share and any other payments directly to you regardless of where you are located in the world. The purpose of this information is to ensure the mutual protection of all parties concerned in the exciting trading business opportunity you are now becoming a member of.

**APPLICANT PERSONAL DETAILS**

**DATE: Click here to enter a date**

**YOUR FULL NAME:** **Enter Your Full Name**

**SOCIAL SECURITY NO: SS No. For Tax D.O.B (Click to Select): Date of Birth**

**STREET ADDESS: Enter the street address of the End User or Buyer**

**SUBURB or PROVENCE: Enter the Suburb or Provence of the Buyers Head Office**

**STATE: Enter State COUNTRY:** **China** **ZIP:** **Post Code**

**APPLICANT CONTACT INFORMATION**

**PHONE:** **Enter Your Phone** **MOBILE:** **Enter Mobile Number**

**EMAIL:** **Enter Your Email**

**INTERNET:**  **Enter www address if applicable**

**NEXT OF KIN or ADVISOR:** **Relative First Name** **LAST NAME:** **Relative Last Name**

**CONTACT GENDER:** 

**RELATIVE PHONE NO:** **Enter Mobile No** **EMAIL:** **Contact Email**

**RELATIONSHIP TO YOU: Enter Person’s Relationship to You**

**INFORMATION TO ISSUE ORDINARY TRUST UNIT/S**

**UNIT APPLICANT DETAILS *(if different from your Personal Information)***

**INDIVIDUAL UNITHOLDER: Enter Unit/s Owner Full Name**

**CORPORATE or TRUST:** **Enter Name of Entity**

**STREET ADDESS: Enter the street address of the Unit Owner**

**SUBURB or PROVENCE: Enter the Suburb or Provence of the Unitholder/s**

**STATE: Enter State** **COUNTRY:** **China** **ZIP:** **Post Code**

**MOBILE:** **Enter Mobile Number** **PHONE:** **Enter Your Phone**

**PAYMENT OPTIONS**

Now that you have completed your Application to this point, you have several options as to how you wish to make payment for your Black Opal Membership, Trust Unit/s *(if you are buying non-bundled Units*). Your options are a **Wire Transfer** to our US Bank or other local trading accounts listed, a **Credit Card** transaction by completing the below form and **we accept Bitcoin**.

**US BANK ACCOUNT AUSTRALIAN TRADING ACCOUNT**

Bank Name: **First Republic Bank** Bank Name: **Commonwealth Bank**

Account Name: **China Direct LLC** Account Name: **Food Addict Pty Ltd**

Routing No. **32-108-1669**  BSB: **064-450**

Account No. **800-0318-9917** Account No. **10489 809**

Swift No. **FRBBUS6S**  Swift No. **CTBAAU2S**

Branch: **San Francisco** Branch: **Ashmore, Gold Coast QLD Australia**

**CREDIT CARD AUTHORITY**

I, ­ **Cardholder Name**, Card Holder, hereby confirm that I am the authorised owner of the Credit / Debit Card referred to in this Authority Form and I do hereby authorise Hop2it Limited or its subsidiary, hereafter called Hop2it, to debit my Credit / Debit Card **ONLY** for the purposes of purchasing my **Hop2it Black Opal** M**embership, Trading Float and MasterCard Card/s** and or, **Loading Cash from my Credit Card to my Aerapay Account** and further **products or** **purchases** as I direct, upon my specific instruction. I acknowledge that these continued instructions may come to Hop2it on-line or by email or facsimile as I chose.

**MEMBERS CREDIT CARD DETAILS FOR PAYMENT**

Visa:  MasterCard:  AMEX:

Name on Card: **Name of Card**

Card Number: **Enter Card Number Here**

Expiry Date: **Enter Expiry Date** CSV No: **Enter 3 Digit on Rear**

**MEMBER TRADING DESK TERMS & CONDITIONS**

**Black Opal Trading Members Trading Program Special Conditions**

The following Member Trading Desk Terms and Conditions (hereinafter called “T&C’s) form part of, and are included in the Black Opal Trade Account Application and Agreement that each Black Opal Trading Member has signed with Hop2it.

**Preamble**

The following special Terms & Conditions (T&C’s) relate to the current opportunity for a Black Opal Seat within the Hop2it international commodity Trading Program. The set-up period has a limited time span and these special terms and conditions relate to special offers issued by Hop2it’s trading floor to maintain the rollout of infrastructure before the trade formally commences.

**1. Trading Floor & Trade Program Launch**

Hop2it is officially launching the Trading Floor and Program on **1st September 2016**.

**2. Pre Trade Launch Period**

These special T&C’s are valid for the period between the, **1st May 2016 through to 30th September 2016**.

**3. Pre Trade Launch Offer**

Black Opal Members joining in the pre-launch period will be offered one off deals on special Hop2it Trades described in the Hop2it Trading Desk Introduction and noted in these T&C’s for individual participation acknowledgement on a case by case basis.

**4. Right to Amend**

Hop2it reserves the right to review and amend these pre-launch T&C’s and any membership criteria, member trade allocation, projected returns, rules and regulations, code of ethics and any elements pertaining to financial services, unit trust requirements or benefits and membership application or website adjustments seen necessary to the end of the "Pre-Launch" period and throughout the period of the management of the specific Trade allocated. Any future changes will be notified through the normal amendment process and notified on the Hop2it Export website and email updates to members.

**5. Willable, Saleable & Transferrable**

Trading seat positions are a willable, saleable and transferable. Where a member is no longer able to participate through death, incapacity, other health or financial reasons, their membership may be placed, noted or included within a members Will or personal or business asset list. Members are able to sell their Trading Seat issued as part of their membership to other members and they may approach Hop2it to assist with the sale or auction process under a separate agreement.

Memberships and all benefits associated with membership can be transferred to any person or entity that has been authorized and approved by Hop2it as a person or entity that has the capacity to trade and meets all membership criteria as listed in membership and trading rules and regulations as posted from time-to-time by Hop2it after the launch date of the **1st September 2016.**

**6. Pre-launch Trade Opt In**

Hop2it’s trading floor issues food and product export and trades from time-to-time. During the pre-launch period, a number of “special trades” are being offered to members who join and validate their personal memberships and trading accounts in this time. Each special trade offered and referenced in the Hop2it Trading Desk Introduction releases, requires participating members to formally “opt in” to the trade by checking a box in these T&C’s as well as signing their Membership Application. Each trade offered by Hop2it will require individual acceptance by the participating member and adherence to financial rules and regulations pertaining to Hop2it trading.

**7.** **Fees, Costs & Charges**

All fees including initial set-up fees, maintenance and administration fees, service fees and other charges rendered to the member by Hop2it are in payment for services rendered in processing the applicant member into the Trading System, maintaining records and facilitating the member’s use of the Trading System tools. The Member agrees to pay Hop2it the full amount of such fees upon receipt of their monthly statement; otherwise, Hop2it may at its discretion charge the member interest on any outstanding balance at a rate of 1.5% interest per month (18% per year). If a member is in arrears for any cash fees beyond thirty (30) days, the member agrees to waive all rights to the usage of their trading account and grants Hop2it the right to hold any such balance so long as said cash fees remain outstanding. Hop2it reserves the right to change the cash service fees, annual maintenance fees and all other fees from time to time. The Member will receive thirty (30) days written notification of any such changes. Member also grants Hop2it the right to charge the following fees or provide the member with any of the following benefits:

7.1 1 x Hop2it Black Opal Trading Seat – **USD$2,500.00**

1 x Hop2it International Trust Unit (at a current value of USD$3,500.00) - ***FREE***

7.2 1 x Aerapay e-Wallet Trading Account – ***FREE***

7.3 2 x Hop2it MasterCards for point of sale, online and ATM transactions - ***FREE***

A major credit card is required in order to pay for membership as per the credit card information provided in this application. If a credit card is not available, membership fees are to be wired to Hop2it’s US or other directed bank account as provided in this application or by the members Referrer.

7.4 Pre-launch Black Opal members are required to make good payments as negotiated with referrers for the level of trading participation they desire. These trading fees are to be transferred to nearest Hop2it trading entity and bank account as listed in this application.

7.5 All other Black Opal Members are to place a **minimum of USD$10,000.00** into their Trading Float.

7.6 An annual fee of USD$1,000.00 is required to renew Black Opal Membership and can be paid by any major credit card or wire transfer.

7.7 A USD$25.00 cash fee for any credit card, check or direct debit transaction that is returned for NSF (non-sufficient funds) or any other reason.

7.8 A USD$5.00 fee will be deducted from the members international Aerapay Trading Account per month for banking fees and charges. Other transaction fees are charged by Aerapay as listed within each member’s Aerapay account terms, fees and charges.

7.9 If a member’s Black Opal trading account has had no activity (no trades, sales or purchases) for a consecutive period of twelve (12) months, Hop2it reserves the right to close the member’s account by placing the positive trade balance into an escrow (holding) account and removing the member from the mailing list and the Directory of Trades, Goods and Services. Should the member want to re-open the account, a fee of USD$50.00 will be charged.

7.10Members requesting to open a second Black Opal membership and Aerapay trading account for a family member within their household or business, will be charged the standard membership, setup and monthly maintenance fee in effect at that time as well as any transaction fees. Initial setup fees will be charged for the second or additional accounts other than for Hop2it MasterCard debit card/s.

**8. Confidentiality & Non-Discrimination**

The member applicant agrees that by checking to confirm acknowledgment, and signing the membership application to abide by the confidentiality clauses in this section.

8.1.1 Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by Hop2it as the disclosing party, or except as expressly permitted by these T&C’s, the member agrees that they will not, except as required by law or court order, use Confidential Information of Hop2it nor disclose it to any third party.

The receiving Party may disclose Confidential Information of the disclosing Party only to those of its employees or contractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or contractor, such employee or contractor shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the T&Cs of this Agreement.

In any event, the receiving Party shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees, contractors, sub-contractors or referrers of any kind.

The receiving Party shall use the same degree of care to avoid disclosure of the disclosing Party’s Confidential Information as the receiving Party employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

8.1.2 Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon the disclosing Party’s earlier request, the receiving Party will deliver to the disclosing Party all of the disclosing Party’s property or Confidential Information in tangible form that the receiving Party may have in its possession or control. The receiving Party may retain one copy of the Confidential Information in its legal files.

**8.2 Non Discrimination**

Hop2it Limited (“Hop2it”) does not discriminate on the basis of age, disability, national origin or ancestry, race, gender, religion, sexual orientation, marital status, political affiliation or military status.   Persons with disabilities or who otherwise require alternate means for communication of program information can contact us.

# 9. Intellectual Property Rights

9.1. Representation and Warranty. Hop2it as Trustee and its partners represent and warrant that it owns or controls all the intellectual property rights in relation to its Trading Program which is necessary to facilitate sales, service, manufacture, test, label, package, store and supply of products in accordance with the terms of this agreement and that, to the best of its knowledge, no Hop2it supply fulfillment agreement of the terms of this Agreement will not infringe upon or over step the intellectual property rights of Hop2it. The Member agrees not to infringe on any intellectual property rights of Hop2it and to ensure that all systems, methods and documentation belonging to Hop2it remain secure and confidential as per clause 8 and sub clauses.

**10. Code of Ethics**

This Code of Ethics (“Code”) of Hop2it is a statement of our organizations’ common values and of our common commitment to promote the highest possible standards of professional business conduct for the mutual benefit of the industry and the ultimate benefit of the consumer.

# 11. Risk and Title

If products are sold on ex-factory Free On Board (FOB) basis, the third party Buyer will be made responsible for cost, insurance and freight to the destination Port. Goods title is transferred to customer at the time of pick up and it is agreed between Hop2it as the Seller that its obligation ends when the products or goods are delivered on a FOB basis and “over the vessels rail” unless otherwise agreed. Any risk associated during sea or air transportation is Buyers’ their insurers or their Import Agent’s responsibility. Hop2it will not take any responsibility for the risk associated with transporting any exported wholesale goods. If Hop2it delivers the goods to the wharf, it will take full responsibility up to that transport and delivery point only and not beyond any export Port as per the agreed terms issued for each export movement. Hop2it assumes the risk in dealing with Buyers and agrees to indemnify its Members from any claim that a Buyer may have against Hop2it through the export process.

# Inability to Meet Orders or Forecast Trade Sales

12.1. In the Event of any Inability to Meet Orders or Forecast Trade Sales, Hop2it must give member written notice immediately if, at any time, it considers that it will be unable or may be unable to meet any accepted Trade or forecasted trade sales for reasons of breakdown in the supply chain for any unforeseen event. Hop2it reserves the right to place the member in a similar producing trade. This does not reduce obligations to use its best endeavors to complete member accepted Trades.

# 12.2. Consequences of Notice - If Hop2it is unable to supply an accepted Trade or Order within sixty (60) days of the end of the month to which the Trade or Order relates and if Hop2it has not been able to move the Member to an alternative similar Trade, the Member will have the right to terminate this Agreement by providing written notice to Hop2it upon which a new agreement for a new trade will be negotiated.

# 13. Force Majeure

Clauses 12.1 and 12.2 do not apply if Hop2it or its Supplier is unable to manufacture, supply or deliver the Products as a result of a Force Majeure Event including acts of God, lightning, earthquakes and storms, and in addition strikes, lockouts or other industrial disturbances, acts of enemies of any country, sabotage, wars, blockades, insurrections, riots, landslides, floods, fires, washouts, arrests and restraints, civil disturbances, explosions, damage to machinery, the orders of any court or governmental authority or any other cause whether of the kind referred to above or otherwise not within the control of the person claiming force majeure and which by the exercise of due diligence the person claiming force majeure is unable to overcome.

**AGREEMENT & PAYMENT AUTHORIZATION**

If I have not wired the funds, I hereby authorize Hop2it Limited and or its trading entities including its US food company China Direct Milk LLC to charge all my Hop2it Black Opal membership fees to my credit/debit card listed in this application. I understand that by ticking this form below, I am acknowledging and assuming responsibility for the Terms & Conditions to verify personal and other information required to validate my membership and Aerapay international trading account. I understand this form will be valid until I cancel this authorization with a written notice submitted to Hop2it at [admin@hop2itexports.com](mailto:admin@hop2itexports.com) (To the Attention: Black Opal Trading Manager). To implement any changes or to terminate my Hop2it membership and agreement, I must provide a 30-day written notification to Hop2it.

I understand that any pre-launch trade payment(s) associated with my Hop2it Black Opal membership and Trade Desk account are contingent upon successful processing of payment and that consecutive failure to obtain payment by wire transfer or credit/debit card authorizations with the account information I have furnished above may result in reclassification of my account.

I acknowledge that any payments declined or returned from my financial institution will be assessed a non-refundable $25.00 administrative processing fee.

I have ticked my preference for the trade below and I wish to participate in as part of this pre-launch agreement, fees and charges.

**Infant Formula & Milk Powder to China: ☐ I wish to commit: USD$ Enter Amount To Commit**

**AGREEMENT SIGNED BY THE MEMBER:**

**I hereby agree to abide by the above Terms & Conditions and Agreement**

**AS OF THIS DATE: Click to Enter Agreement Date**

**HOP2IT CONTACT INFORMATION**

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