

TradingVisions Systems, Inc.

Lease-to-Own Subscription Form & Agreement

Purpose: This agreement is solely for the purpose of subscribing to the transmittal of trade signals generated by the TradingVisions trading systems, & for making payment for these signals for the purpose of purchasing a trading system license.

Terms: The TradingVisions Lease-to-Own program allows you to trade an unlimited number of contracts for a 5-month period, at the end of which you will receive the open-source EasyLanguage code and a manual describing the methodology of the system. During this time, you will be charged a monthly lease fee, either to your credit card, or directly from your brokerage account (the latter option is only available to those choosing brokerage options "1," "3," or "4" below and is not available at all brokerages). You have four brokerage options: 1.) trade through a brokerage with whom TradingVisions currently has a broker-assist relationship, 2.) place trades yourself for your TradeStation Securities account; you receive the encrypted strategy and trade using the TradeStation platform; 3.) use the Strategy Runner platform, where trades are automatically transmitted by TradingVisions to your account and may be monitored by you with SR Pro, 4.) use your existing brokerage and have trades executed by a brokerage chosen by TradingVisions, with the trades placed in your account on a "give-up" basis (not available for TradeStation Securities or Interactive Brokers accounts).

If you choose option 2, the code will be specific to your TradeStation customer number and limited to a one-month period. Five days prior to the end of your lease month, your lease fee will be charged and you will be sent an updated strategy file with a new termination date encoded. If the transaction is denied, your account may be considered lapsed or terminated. **You may cancel a subscription with at least 6-days notice prior to the end of your lease month by contacting TradingVisions.**

Once this signed form and your initial subscription fee have been received or authorized, your subscription term begins the next trading day or the date you choose below.

You may choose to cancel you Lease-to-Own subscription at any time; you are not required to complete the license purchase. However, if you cancel or let your subscription lapse, this agreement will be voided, and you will not receive the purchase materials.

Upon receipt of the 6th and final payment, the license purchase materials (open-source TradeStation code and a manual) will be e-mailed to you.

To prevent dilution of the effectiveness of the methodology, TradingVisions reserves the right to limit the number of subscribers. Subscription fees are non-refundable.

To subscribe to the system(s) signals, please print this form (3 pages total), fill it out, initial each page, & sign. Receipt of a signed copy is required before your subscription can be started. Fax or mail this form to:

TradingVisions Systems, Inc., 7321 N. Altamont St., Spokane, WA. 99217-7737
tel. 509-466-8435 fax 330-248-0034 or 940-234-0793

Client Name: _____ Name on credit card: _____

Mailing address: _____

E-mail address: _____ Telephone: _____

1.) Please check the box(es) below of the systems you wish to trade.

please
initial: _____

- Impetus** **\$575 for 6 payments**
- AXIOM Index** **\$575 for 6 payments**
- Delphi Universal II** **\$575 for 6 payments**
- EarlyBird II** **\$575 for 6 payments**

(Discounts for leases of more than one system are available. Please contact TradingVisions.)

2.) Choose your brokerage option (check one):

→ **Date you wish to begin trading, if not the next trading day:** _____

- Broker-Assist:** ___ WWF ___ Striker ___ Trade Center ___ Other (list: _____)
- or
- Place trades yourself: you receive the encrypted strategy & trade it yourself;** _____ (brokerage firm)
TradeStation customer number: _____
- or
- Strategy Runner:** _____ (brokerage firm); _____ (brokerage account number);
_____ (server name)
- or
- Your existing brokerage: system-assist on a give-up basis** _____ (brokerage firm)

3.) Choose a payment method:

To pay by debiting your brokerage account, check here: (you will need to complete a payment form from your broker)
OR

To pay by credit card: ___MasterCard ___Visa Card Number _____--____--____--____ Expires _____

**3-digit card code (on back of card, in the signature box, last 3 digits) ___ __

Issuing bank _____ Card affiliation (Circuit City, Delta, etc.) _____

(non-US cards will be charged an additional 1.35% because of special charges levied by credit card companies)

Please note that if payment is made by international wire, a \$20 fee will be deducted from the payment, and the number of days for which your lease has been paid will be calculated based on this after-fee number.

please
initial: _____

DISCLOSURES & DISCLAIMERS

Commodity trading bears a high degree of risk. People can and do lose money. Past performance does not guarantee future results. Although every attempt is made to ensure the accuracy of these numbers, we cannot guarantee that they are, due to inaccuracies in data or errors in calculation.

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 PERFORMANCE 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 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 OF 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.

Nothing presented here or on the TradingVisions web site should be construed as a recommendation to buy or sell any security. Trading in Commodity Futures is very risky. There is a possibility of substantial financial loss, greater even than monies initially invested. The simulated, hypothetical performance results presented herein have certain inherent limitations, due to the fact that the trades have not actually been executed. Simulated trading results, in general, may be influenced by the fact that the algorithms which generated them were designed in consideration of historical trends, and with the benefit of hindsight. Past real or hypothetical performance of the systems is not a guarantee of future results, real or hypothetical. No representation is made that any trading account would, or would be likely to achieve profits or losses similar to the real or hypothetical results described herein. TradingVisions Systems, Inc. ("TSI"), including but not limited to all agents & affiliates of TSI, participating in the distribution of information contained in, & operation of, the web site known as www.TradingVisions.com and related sites, are held harmless and are without liability regarding any use whatsoever of the information presented on this web site. For the purposes of this site, "real-time" means trades and results that are out-of-sample, i.e. they occurred based upon the system rules in place at that time. "Real-time" does not necessarily refer to actual trades taken.

Trading may not be suitable for all viewers of this site or potential users of TSI. You, and not TSI, assume the entire cost and risks of any trading you choose to undertake. Under no circumstances shall TSI be liable for any special or consequential damages that result from the use of or the inability to use, the materials, if any, provided by TSI. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall TSI's total liability to you or your assigns for all damages, losses and causes of action, whether contract or tort (including, but not limited to negligence), or otherwise exceed the amount paid by you, if any, for use of materials provided by TSI.

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TSI has taken all reasonable care and precaution to ensure that trading system rules are correctly coded into TradeStation

EasyLanguage, but TSI cannot be held liable for errors or omissions in software coding or trade execution.

If TSI will be delivering signals to the client via the Strategy Runner network, client understands that this is offered only as long as TSI chooses to provide this service, TSI may cancel the signal delivery service with a 15 day notice, trades are on a "not held" basis, and TSI is not responsible for missed or erroneous signals.

Unless otherwise stated, hypothetical results reported by TradingVisions are those generated by the latest version of the systems, including the specific rules and parameter settings. It is therefore not advisable, nor is it the intended purpose, to use these hypothetical results as a guide to what past results should have been achieved by utilizing the version of the systems in effect at a past time.

In some cases, slightly different entry and exit times and prices may be used in leased and/or purchased copies of the trading systems, in an attempt to lessen the impact of multiple orders reaching the market at or close to the same time. While over time and an extended number of trades these differences have in the past tended to be small and immaterial, they may in fact prove to have a material impact or over shorter timeframes have a material impact.

LEASE AGREEMENT

By leasing a TradingVisions system, I, the undersigned, hereby acknowledge that I have read, that I understand, and that I accept the statements, terms and conditions presented in the lease form and agreement text on this page and on the previous page. I am leasing the systems exclusively for my own use in trading my personal funds and will not use the systems to trade the accounts of other parties or allow other accounts to trade the signals.

If I am trading the strategies myself and receive strategy files, I agree that

- 1. I will make no attempt to unlock, decrypt, decompile, or reverse engineer the files or logic**
- 2. I will trade or cause to be traded only the number of contracts and markets for which I am paying**
- 3. If I fail to do "1" or "2," my lease immediately ends, and I am immediately liable for the full license purchase price of the strategy (minus payments made), payment for which I hereby authorize.**

I agree that I will trade the systems entirely at my own risk and that I will be solely responsible for any losses that may be incurred. I understand that the leasing of the systems includes no guarantee of accuracy or future profitability.

I have been informed about the risks of relying on hypothetical performance and I am aware that any form of past performance is not necessarily indicative of future results.

LICENSING AGREEMENT

In purchasing a license for the TradingVisions system(s) indicated above, I agree to hold confidential and in trust the proprietary information, trade secrets, trading methods, processes, formulae, compositions, and computer programs ("Information") related to this trading system. I will not disclose any Information to any employee, associate, or broker except and only insofar as is necessary for the express purpose of trading for my personal account, and only with their agreement to execute and be bound by the terms of this agreement. If I plan to have my broker "auto-trade" my account and I therefore need to send him/her the TradeStation system files, I agree to use the encrypted broker files that are included in the package. I understand that I have no obligation with respect to any information known by me or generally known within the industry prior to the date of this agreement, or that becomes common knowledge within the industry hereafter. I agree that the systems will be used only to trade my personal account and funds. I understand that there are no refunds. I understand that any recommended portfolios are suggested combinations that are subject to change without notice. The ultimate choice and responsibility of a trading portfolio is mine alone.

By purchasing a license for the System(s) now and/or in the future from TSI, I, the undersigned, hereby acknowledge that I have read, that I understand, and that I accept the statements, terms and conditions presented in the order form and license purchase agreement text on this page and on the previous page. I am licensing the systems exclusively for my own use in trading my personal funds and will not use the systems to trade the accounts of other parties. I agree not to reveal the rules or signals of the systems to anyone, to sell the systems or signals, or to use the systems in any commercial enterprise.

TradingVisions systems are licensed only for use in trading your personal account and personal funds. If you wish to trade accounts or funds belonging to others, you must lease the systems rather than purchase them.

Materials include the complete trading rules & open-source TradeStation files of the system code. (TradeStation is not required in order to trade the systems, but it is recommended.) These materials will be sent via e-mail upon receipt of the 6th and final payment.

TRADING SIZE LIMITATIONS

I understand and agree that both the lease and the license limit the number of contracts that may be traded with the lease/licensed system(s) to the following:

- 1. AXIOM Index**
 - a. S&P 400 Midcap: 4 e-mini contracts or 2 full-size contracts

please
initial: _____

- b. Russell 2000: 4 e-mini contracts or 2 full-size contracts
 - c. S&P 500: 6 e-mini contracts or 3 full-size contracts
 - d. German DAX (day version): 2 contracts
 - e. German DAX (swing version): 2 contracts
 - f. all other markets: 4 e-minis of each market or 2 full-size of each market
- 2. Delphi I and Delphi II**
- a. Russell 2000: for each version of Delphi, 6 e-mini contracts or 3 full-size contracts
 - b. S&P 400 Midcap: 4 e-mini contracts or 2 full-size contract
 - c. German DAX (day version): 2 contracts of Delphi I & 2 contracts of Delphi II
 - d. German DAX (swing version): 2 contracts of Delphi I & 2 contracts of Delphi II
 - e. all other markets: for each version of Delphi, 4 e-minis of each market or 2 full-size of each market
- 3. Impetus**
- a. Russell 2000: 6 e-mini contracts or 3 full-size contracts
 - b. S&P 500: 6 e-mini contracts or 3 full-size contracts
 - c. German DAX: 2 contracts
 - d. all other markets: 4 e-minis of each market or 2 full-size of each market
- 4. EarlyBird I, II, & III**
- a. Russell 2000: 6 e-mini contracts or 3 full-size contracts
 - b. S&P 500: 6 e-mini contracts or 3 full-size contracts
 - c. German DAX: 2 contracts traded by all versions cumulatively
 - d. all other markets: 4 e-minis of each market traded by all versions cumulatively or 2 full-size of each market traded by all versions cumulatively
- 5. Spectrum**
- a. German DAX: 2 contracts
 - b. all other markets: 4 e-minis of each market traded by all versions cumulatively or 2 full-size of each market traded by all versions cumulatively
- 6. AXIOM Long Term**
- a. 3 contracts of each market

These limitations are the total cumulative number of contracts I am allowed in my combined trading accounts. Should I wish to exceed these limits, I understand it will be necessary to purchase additional licenses for a system at the discounted price of 30% off list (no other discounts apply).

MISCELLANEOUS

I understand and agree that any dispute arising out of connected to this agreement will be submitted to binding arbitration or non-binding mediation. I will bear my own expenses in connection with any such arbitration or non-binding mediation.

I understand and agree that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington. Any action or proceeding pursuant to this agreement shall be brought only within Spokane County, Washington.

Signed: (Please initial page 1 & 2 also.)

Dated: