

# 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 limited 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 6<sup>th</sup> 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 (4 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., 351 Palisades Dr N, Sedona, AZ 86336-6292  
tel. 928-554-4052 fax 330-248-0034

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.** (Appropriate sales tax will be added for WA & AZ residents.)

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

please  
initial: \_\_\_\_\_

**DISCOUNTS:** Purchase 2 systems & get a 10% discount; 3 or more systems, 15% discount; discount is applied to the final payment. To receive a discounted rate, your licenses do not have to be purchased at the same time, but they must be made within 6 months of your original licensing.

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

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

**Broker-Assist:** \_\_\_\_\_ **Name of brokerage**

or

**Place trades yourself: you receive the encrypted strategy & trade it yourself using TradeStation;**  
**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)**

please  
initial: \_\_\_\_\_

**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.**

**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.**

**ANY COMPOSITE PERFORMANCE RECORD PRESENTED HEREIN ARE HYPOTHETICAL AND THESE SYSTEMS MAY NOT HAVE BEEN TRADED TOGETHER IN THE MANNER SHOWN IN THE COMPOSITE. 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 A COMPOSITE PERFORMANCE RECORD SIMILAR TO THAT SHOWN. IN FACT, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN A HYPOTHETICAL COMPOSITE PERFORMANCE RECORD AND THE ACTUAL RECORD SUBSEQUENTLY ACHIEVED.**

**ONE OF THE LIMITATIONS OF A HYPOTHETICAL COMPOSITE PERFORMANCE RECORD IS THAT DECISIONS RELATING TO THE SELECTION OF SYSTEMS AND THE ALLOCATION OF ASSETS AMONG THOSE SYSTEMS WERE MADE WITH THE BENEFIT OF HINDSIGHT BASED UPON THE HISTORICAL RATES OF RETURN OF THE SELECTED SYSTEMS. THEREFORE, COMPOSITE PERFORMANCE RECORDS INVARIABLY SHOW POSITIVE RATES OF RETURN. ANOTHER INHERENT LIMITATION ON THESE RESULTS IS THAT THE ALLOCATION DECISIONS REFLECTED IN THE PERFORMANCE RECORD WERE NOT MADE UNDER ACTUAL MARKET CONDITIONS AND, THEREFORE, CANNOT COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL TRADING. FURTHERMORE, THE COMPOSITE PERFORMANCE RECORD MAY BE DISTORTED BECAUSE THE ALLOCATION OF ASSETS CHANGES FROM TIME TO TIME AND THESE ADJUSTMENTS ARE NOT REFLECTED IN THE COMPOSITE.**

The information presented in this program is for general information purposes only. Nothing presented here should be construed as a recommendation to buy or sell any security or to participate in any particular trading strategy. 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 TradingVisions 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. or TradingVisions, Inc. ("TSI"), including but not limited to all agents and affiliates of TSI participating in the distribution of information contained in, and operation of, the web site known as "http://www.TradingVisions.com" and related sites are held harmless and are without liability regarding any use whatsoever of the information herein presented.

Trading may not be suitable for all potential users of TradingVisions systems. 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 provided herein. 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), exceed the amount paid by you, if any, for use of materials issued by TSI.

The information, data, and methodologies contained in this program are not intended to be published or made available to any person in any jurisdiction where doing so would result in contravention of any applicable laws or regulations. Accordingly, if it is prohibited to make such information available in your jurisdiction or to you (by reason of your nationality, residence or otherwise) it is not directed at you. Before using this program, you must be satisfied that doing so will not result in such a contravention and is not so prohibited, and by proceeding to review them you will be confirming that this is not the case.

TSI has taken all reasonable care & precaution to ensure that the Information is fair & accurate, or has been compiled from sources believed to be

reliable. Nevertheless, TSI does not make any representations or warranty, express or implied, as to the accuracy, completeness, or fitness for any purpose or use of the Information. The Information may not in all cases be current, & it is subject to continuous change. Accordingly, you should not rely on any of the Information as authoritative or a substitute for the exercise of your own skill & judgment in making any investment or other decision. TSI does not warrant that the Information is error free, & shall not be liable for any direct, indirect, or consequential loss arising from any use of or reliance on this Information.

No representation is being made that any account will achieve similar results to any other account or actual or hypothetical performance numbers cited herein or at the TradingVisions sites. Results can vary significantly from brokerage to brokerage, depending upon many factors not under the control of TradingVisions.

Any portfolios recommended by TSI are suggested combinations that are subject to change without notice. The ultimate choice and responsibility of a trading portfolio is the client's alone. Any results or performance numbers are hypothetical, apply only to the stated recommended portfolios and systems, and are not intended to show the results of past recommended portfolios or systems. TradingVisions is not responsible for notifying clients about changes in portfolios or systems and has neither the right nor responsibility to alter what is traded in client accounts.

Unless otherwise stated, hypothetical results reported by TradingVisions are those generated by the latest version of the systems, including the specific rules & 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 and between brokerage firms, 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. This, combined with differences in broker execution, means that the specific results of any actual clients may be materially different from the results herein.

**TSI IS NOT A REGISTERED BROKER-DEALER OR FINANCIAL ADVISOR & DOES NOT PROVIDE PERSONAL INVESTMENT ADVICE.**

## 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.

please  
initial: \_\_\_\_\_

## 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 6<sup>th</sup> and final payment.

## **TRADING SIZE LIMITATIONS**

I understand and agree that this license limits the number of contracts that may be traded with the licensed system(s) to the following:

- 1. AXIOM Index**
  - a. S&P 400 Midcap: 4 e-mini contracts or 2 full-size contracts
  - 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. NASDAQ: 6 e-mini contracts or 3 full-size contracts
  - e. German DAX (day version): 2 contracts
  - f. German DAX (swing version): 2 contracts
  - g. 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: 4 e-mini contracts or 2 full-size contracts traded by all versions cumulatively
  - b. S&P 400 Midcap: 4 e-mini contracts or 2 full-size contract traded by all versions cumulatively
  - 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: 4 e-minis of each market or 2 full-size of each market traded by all versions cumulatively
- 3. Impetus**
  - a. Russell 2000: 4 e-mini contracts or 2 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: 4 e-mini contracts or 2 full-size contracts traded by all versions cumulatively
  - b. S&P 500: 6 e-mini contracts or 3 full-size contracts traded by all versions cumulatively
  - 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. S&P 400 Midcap: 4 e-mini contracts or 2 full-size contracts
  - 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. all other markets: 4 e-minis of each market or 2 full-size of each market
- 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 and county of domicile of TradingVisions, Inc.. Any action or proceeding pursuant to this agreement shall be brought only within the county of domicile of TradingVisions, Inc..

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

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**Dated:**