

# TradingVisions Systems, Inc.

## 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 listed below, & for making payment for these signals.

**LEASE RATES for e-minis: \$150 US per quarter per contract (Strategy Runner/TradeStation \$225/quarter/contract)**  
**LEASE RATES for DAX: \$300 US per quarter per contract (Strategy Runner/TradeStation \$450/quarter/contract)**  
**DISCOUNTS: Pay for 6 months in advance (2 quarters) & get 1 free additional month (7 months total)**  
**Pay for 12 months in advance (4 quarters) & get 3 free additional months (15 months total)**

The lease period is in 3, 6, or 12-month increments (1, 2, or 4 quarters). Five days prior to your lease-period expiration, your next lease period will automatically be charged. **You may cancel a subscription by contacting TradingVisions at least 6-days prior to the end of your lease period: if no cancellation notice is received, your subscription will be continued for the same period as the original. Subscription fees are non-refundable.**

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.

To prevent dilution of the effectiveness of the methodology, TradingVisions reserves the right to limit the number of subscribers &/or contracts traded & to end subscriptions with a thirty-day notice prior to your subscription expiration.

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, scan and e-mail, or mail this form to:

TradingVisions Systems, Inc., 351 Palisades Dr N, Sedona, AZ, 86336-6292  
 telephone: 928-554-4052 fax 330-248-0034 e-mail: systems@tradingvisions.com

Client Name: \_\_\_\_\_

Name on credit card (if different from above): \_\_\_\_\_

Full Mailing address: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

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

1. Broker-Assist: name of brokerage: \_\_\_\_\_ broker's name & number: \_\_\_\_\_

2. Strategy Runner: Brokerage firm: \_\_\_\_\_ Your broker's name: \_\_\_\_\_

Brokerage account number: \_\_\_\_\_ Server name (e.g. real\_CTS2) \_\_\_\_\_  
*If you will be using this option, you hereby agree to allow TradingVisions to use StrategyRunner's SVM software. This tool allows TradingVisions to view partial information of the strategy info in real-time, thus allowing us to respond better to potential technical issues. This allows viewing only of TradingVisions strategies. TradingVisions is not able to monitor client positions at all times.*

3. TradeStation: You receive the encrypted strategy & trade it yourself; TradeStation customer number: \_\_\_\_\_

**2.) Check the box(es) below of the systems/portfolios you wish to trade, & where applicable, list the number of contracts for each market. You may either A.) choose to make your own combinations of systems and markets, or B.) choose a Vista Portfolio.**

**A.) Create your own combination. (ES=emini S&P; NQ=emini NASDAQ; ER=emini Russell; EM=emini Midcap; DAX=German DAX)**

Delphi II \_\_\_\_\_ ER Day Trade Conservative; \_\_\_\_\_ ER Day Trade Aggressive; \_\_\_\_\_ EM Swing Trade

Spectrum \_\_\_\_\_ ES Day Trade

AXIOM Index \_\_\_\_\_ ES Swing Trade; \_\_\_\_\_ NQ Swing Trade; \_\_\_\_\_ DAX Day Trade; \_\_\_\_\_ DAX Swing Trade

Impetus \_\_\_\_\_ ER Day Trade; \_\_\_\_\_ ES Day Trade; \_\_\_\_\_ DAX Day Trade

EarlyBird III \_\_\_\_\_ ER Day Trade; \_\_\_\_\_ ES Day Trade; \_\_\_\_\_ DAX Day Trade

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

**B.) OR choose a Vista Portfolio (specialized portfolios available upon request).**

Vista I (\$150 or \$225/quarter) Delphi II ER Conservative Day

Vista II (\$300 or \$450/quarter) Delphi II ER Conservative Day + AXIOM NQ Swing

Vista IIb (\$300 or \$450/quarter) Delphi II ER Conservative Day + Spectrum ES Day

Vista Delphi II Duo (\$300 or \$450/quarter) Delphi II ER Conservative Day + Delphi II ER Aggressive Day

Vista III (\$450 or \$675/quarter) Delphi II ER Conservative Day + AXIOM NQ Swing + Delphi II ER Aggressive Day

- Vista IIIb** (\$450 or \$675/quarter) Delphi II ER Conservative Day + Spectrum ES Day + Delphi II ER Aggressive Day
- Vista IV** (\$600 or \$900/quarter) Delphi II ER Conservative Day + AXIOM NQ Swing + Delphi II ER Aggressive Day + AXIOM ES Swing
- Vista IVb** (\$600 or \$900/quarter) Delphi II ER Conservative Day + AXIOM NQ Swing + Delphi II ER Aggressive Day + Spectrum ES Day
- Vista V** (\$750 or \$1125/quarter) Delphi II ER Conservative Day + AXIOM NQ Swing + Delphi II ER Aggressive Day + AXIOM ES Swing + Delphi II EM Swing
- Vista Vb** (\$750 or \$1125/quarter) Delphi II ER Conservative Day + AXIOM NQ Swing + Delphi II ER Aggressive Day + AXIOM ES Swing + Spectrum ES Day
- Vista VI** (\$900 or \$1350/quarter) Delphi II ER Conservative Day + AXIOM NQ Swing + Delphi II ER Aggressive Day + AXIOM ES Swing + Delphi II EM Swing + Spectrum ES Day
- Vista VII** (\$1050 or \$1575/quarter) Delphi II ER Conservative Day + AXIOM NQ Swing + Delphi II ER Aggressive Day + AXIOM ES Swing + Delphi II EM Swing + Spectrum ES Day + Impetus ER Day
- Vista VIII** (\$1200 or \$1800/quarter) Delphi II ER Conservative Day + AXIOM NQ Swing + Delphi II ER Aggressive Day + AXIOM ES Swing + Delphi II EM Swing + Spectrum ES Day + Impetus ER Day + EarlyBird II ES Day

3.)

**Lease fee calculation:** number of e-mini contracts \_\_\_ X \$150 or \$225/contract X 1 / 2 / 4 quarters (circle one)= \_\_\_  
 + number of DAX contracts \_\_\_ X \$300 or \$450/contract X 1 / 2 / 4 quarters (circle one)= \_\_\_

**OR** Vista Portfolio quarterly lease \$ \_\_\_ X 1 / 2 / 4 quarters (circle one) =total for Vista Portfolio lease: \_\_\_

(sales tax will be added for WA and AZ residents) **= Total Lease Fee**

**4.) Choose a payment method (please check the appropriate box):**

- a.) To pay by debiting your brokerage account (limited availability; check with your broker)
- b.) 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 \_\_\_\_\_  
*(non-US cards will be charged an additional 1.8% because of special charges levied by credit card companies)*
- c.) To pay by MoneyBookers.com, please make payment to [systems@tradingvisions.com](mailto:systems@tradingvisions.com)
- d.) To pay by PayPal, please make payment to [systems@tradingvisions.com](mailto:systems@tradingvisions.com)
- e.) To pay by wire, you will need to request wiring instructions from TradingVisions. For international wire, please add \$20 to the total paid, in order to cover the \$20 fee charged by the receiving bank. The number of days for which your lease has been paid will be calculated based on the net amount received, after fees.

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

**PLEASE READ THE DISCLOSURES & DISCLAIMERS AND AGREEMENT AND SIGN & DATE PAGE 3 BELOW**

**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 any of the 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. ("TSI"), including but not limited to all agents & affiliates of TSI, participating in the distribution of information contained in, & operation of, the web sites known as "www.TradingVisions.com," www.TradingVisions-Systems.com, and "www.TradingVisionsInc.com", 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.

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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 current 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 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.

TSI makes a good faith effort to see that all trading signals are correctly executed but cannot be held liable for missed or erroneous trades or for an inability or lack of monitoring of client accounts.

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

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.

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## AGREEMENT

By leasing a TradingVisions system or portfolio, 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.

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.

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. In no event will TradingVisions or its owners or employees be held liable for any costs or damages or losses, direct or indirect, beyond the amount of lease fees paid by me.

I understand and agree that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona or the current state of domicile for TradingVisions, Inc. Any action or proceeding pursuant to this agreement shall be brought only within Coconino County or the current county of domicile for TradingVisions, Inc.

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

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Dated: