

One-Year Performance Guarantee

User may return product within 90 days of purchase for a 100% refund of License Fee without condition.

After 90 days, User may request a 100% refund of their License Fee by submitting a brokerage statement to Company, showing the User traded at least 10 official NSP-33 Signals as posted on the NSP-33 web site.

Profit/Loss Calculation: Upon submission of brokerage records to Company, a cumulative percentage will be calculated by summing the percentage gains and losses, excluding commissions, for all the NSP-33 positions the User traded. If this sum is negative, a refund will be issued.

Refunds shall be issued within 30 days after receipt of the User's brokerage statement and validation. Once a refund is issued, the individual license key shall be disabled and another trader may purchase the seat.

Refund requests should be submitted to:

Attn: Refund Authorization
Nirvana Sales Department
7000 N. MoPac, Suite 425
Austin, TX 78731

Phone: 1-800-880-0338

Complete this Agreement
and mail or fax to:

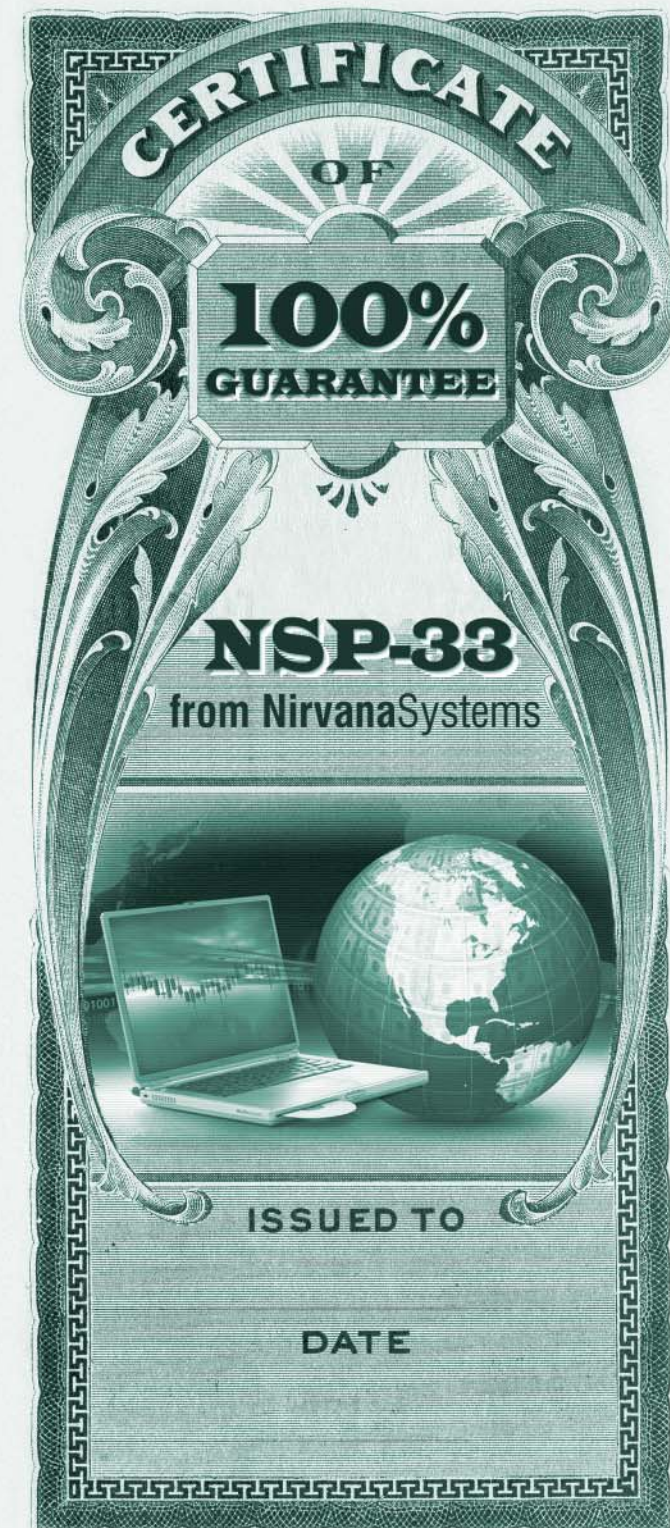
NSP-33 Licensing
Nirvana Sales Department
7000 N. MoPac, Suite 425
Austin, TX 78731

Fax #: 512-345-4225
Phone: 1-800-880-0338

 **Nirvana Systems**

7000 N. MoPac, Suite 425
Austin, Texas 78731 USA
Toll Free 1-800-880-0338

www.nirvanasystems.com



NSP-33 End User License and Non-Disclosure Agreement

Purpose of Agreement

This Agreement is being entered into between _____ (herein after referred to as "User") and Nirvana Systems, Inc. (herein after referred to as "Company") with regards to the purchase and license of the Trading System known as NSP-33. The Agreement is expressly limited as to the rights, privileges, obligations, and other provisions for use of the NSP-33 Trading System by User.

End User License

Upon acceptance of this Agreement by Company and the payment of the License Fee, User is entitled to use of the Trading Signals and Exits generated by NSP-33, as well as the information posted on the NSP-33 web site.

Non-Disclosure Agreement

User agrees to maintain strict confidentiality with regards to the Trading Signals generated by the NSP-33 System and specifically agrees not to share these Signals with other individuals who are not also licensed owners of NSP-33. This includes all forms of communication, including but not limited to word of mouth, email, written, and web site postings. Should User willfully disclose Trading Signals from NSP-33, the End User License shall be revoked without refund.

License Fee

The License Fee for NSP-33 is \$3,000 US.

CC# _____ Visa MC Amex Disc Exp: _____

Check Enclosed

Maintenance Fees

Maintenance fees shall be \$300 per year, and are included in the License Fee for the first year. (After the first year, User can elect not to pay the Maintenance fee, at which time he/she will no longer gain access to the NSP-33 web site). In addition, the receipt of any software updates that may be provided will only be provided if User is current with regards to the Maintenance fee. User may continue to own NSP-33 and use it according to the remaining terms of this Agreement.

Fax completed Agreement to 512-345-4225 or call 1-800-880-0338.

Usage

User agrees to use NSP-33 to trade ONLY within their personal trading account. Use of NSP-33 in any managed money capacity, including hedge funds, registered investment advisors, mutual funds, account management on behalf of others, or any other use is strictly prohibited. Should User fail to adhere to this restriction, the End User License shall be revoked without refund.

Performance Guarantee

NSP-33 comes with a One-Year Performance Guarantee, as printed on the reverse side of this Agreement.

Governing Law and Arbitration

This Agreement shall be interpreted according to the Laws of the State of Texas. Should any dispute arise between User or his/her assigns or heirs and Company regarding this Agreement, all parties agree to seek binding Arbitration through a duly registered and impartial arbitration firm.

Signatures:

_____ Title/Date: _____
for Company

_____ Date: _____
by User

Full Name: _____

Address: _____

City, State, Zip: _____

Phone #: (_____) _____

Important Information:

Futures, options and securities trading has risk of loss and may not be suitable for all persons. No system can guarantee profits or freedom from loss. Past results are not necessarily indicative of future results. Hypothetical or simulated performance results have certain inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading. Simulated Trading Systems in general are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any account will achieve profits or losses similar to those shown, and Company does not guarantee that the User will not lose money. User's sole remedy in the event of trading losses is the One-Year Performance Guarantee.