AGREEMENT FOR GROUP TRAINING AND LICENSE FOR USE FOR LIMITED PURPOSES OF PROPRIETARY INFORMATION AND MATERIALS

This Agreement (hereinafter	the "Agreement") is made a	s of the Effective Date 1	hereof as provided
hereinbelow, by and betwee	PageTrader, Ltd., a Nevad	a Limited Liability Con	npany, (hereinafter
"PageTrader") and	(h	ereinafter "Customer").	

THIS AGREEMENT, entered into on the date first subscribed below by and between PageTrader and Customer on the terms and conditions as set forth hereinbelow.

1. PREAMBLE.

PageTrader is the owner and developer of various market trading techniques and methodologies, together with the product and results thereof, which are based on PageTrader's extensive continuing and ongoing study and market trading research. Among other things, PageTrader offers training with respect to the use and application of certain market trading techniques and methodologies, certain of which are the subject of this Agreement, and which relate generally and in part to the prediction of occurrences within certain markets, including but not limited to the S&P 500 futures market and many of the high-volume stocks which comprise that index, and including, but not limited to, the results of such prediction.

The training program which is the subject of this Agreement as further described hereinbelow (hereinafter the "Training") shall be provided to Customer as part of a group of individuals, including Customer.

All of the information and materials belonging to PageTrader which are the subject of this Agreement, together with all training and instruction of every nature related in any manner thereto, are referred to collectively in this Agreement as the "Proprietary Information and Materials."

PageTrader and Customer desire to enter into an Agreement whereunder PageTrader will provide the Training to Customer as part of a group training seminar, and will disclose the Proprietary Information and Materials to Customer, upon the terms and conditions as set forth hereinbelow.

Customer understands that it is of paramount importance to PageTrader that the Proprietary Information and Materials, including, but not limited to the products and results thereof, not be disclosed to any other person or entity by Customer under any circumstances, irrespective of the fact that the Training and Proprietary Information and Materials is provided to Customer and other individuals as part of a group training seminar, and that, regardless of anything Customer may do with or concerning the Proprietary Information and Materials, if anything, Customer will never assert or attempt to assert any claim that PageTrader is not the true owner, not only of the Proprietary Information and Materials together with the products and results thereof, but of any developments, discoveries, inventions, or extensions, if any, which arise from or are based upon the Proprietary Information and Materials, even if those developments, discoveries, inventions, or extensions, are developed, discovered and/or invented in whole or in part by Customer. Customer understands and acknowledges that this may precipitate a result which may, in retrospect, seem harsh or even unfair to Customer in the event that Customer makes developments, discoveries, inventions, or extensions, in connection with his or her use, review, testing or study of the Proprietary Information and Materials. However, with full knowledge of Customer of such potentially harsh consequence to him or her, Customer nonetheless desires to enter into this Agreement, and, after due investigation and thoughtful

consideration, has knowingly, intelligently and voluntarily deemed and decided that his or her assumption of the risk of such potentially harsh consequences as described herein is acceptable and worthwhile to him or her in order that the Training be provided, and that the Proprietary Information and Materials be disclosed, to him or her. Customer understands and acknowledges that his or her assumption of this risk and the promises, representations, waivers, and covenants required of him/her in this Agreement are material, and indeed are fundamental, to PageTrader's decision to provide such Training and disclose such Proprietary Information and Materials to Customer, and that but for such promises, representations, waivers, and covenants by Customer as contained in this Agreement, PageTrader would not have entered into this Agreement, provided such Training, or disclosed any of the Proprietary Information and Materials, to Customer.

Customer also expressly acknowledges, understands and agrees that this Agreement does not create a license, and does not constitute express or implied permission, for Customer to collaborate or combine efforts in any manner with other individuals to whom the Training and/or Proprietary Information and Materials is disclosed in connection with the group training seminar covered by this Agreement, with respect to the use, application, study or analysis of the Proprietary Information and Materials, and that all such collaborations and/or combined efforts with respect thereto are expressly prohibited. Customer therefore expressly agrees not to collaborate or combine efforts in any manner with other individuals to whom the Training and/or Proprietary Information and Materials is disclosed in connection with the group training seminar covered by this Agreement or otherwise, with respect to the use, application, study or analysis thereof.

The above preamble is contractual and not merely a recitation, and is intended to constitute evidence of the respective intentions of the parties. However, such preamble is not an all-inclusive description of such intentions.

2. AGREEMENT.

A. <u>COVENANTS, PROMISES, REPRESENTATIONS, STIPULATIONS AND</u> WAIVERS BY CUSTOMER.

As a material condition of this Agreement, made with the express intention by Customer that PageTrader rely thereon in determining to provide the Training to Customer and to grant Customer access to the Proprietary Information and Materials as described herein, and in material consideration of the provision and/or disclosure thereof to Customer by PageTrader, Customer makes the following Covenants, Promises, Representations, Recitals, Stipulations and Waivers:

- 1. Customer expressly represents, covenants, promises, stipulates, acknowledges and agrees that Customer is not a Commodities Trading Advisor, Commodities Broker, or Stockbroker, is not a trading professional of any nature, and that Customer is not involved in any manner or to any degree, directly or indirectly, in any business or endeavor which offers, shares, gives or provides in any manner to any person or entity, generally and/or specifically, any advice, counseling, services, trading, training, signals, forecasts, predictions or other services, information or materials regarding the subject of commodities trading specifically and/or market trading generally.
- 2. Customer expressly represents that Customer is a natural person who is acting solely and exclusively for himself/herself in entering into this Agreement and not on behalf of any other person, organization, group, broker, or brokerage, and that, in entering into this Agreement and thereby gaining access to PageTrader's Training and Proprietary Information and Materials as described

herein, Customer does not do so for the purpose of competing in any manner with PageTrader or for the purpose of developing or operating a business to offer or provide services similar to the services provided and/or offered by PageTrader.

- 3. Customer expressly covenants, promises, stipulates, understands, acknowledges and agrees that the provision and/or disclosure to Customer of the Training and the Proprietary Information and Materials is limited solely to Customer alone as a natural person, and that such disclosure and/or the benefits, products and/or results thereof does not extend to any other person or entity whatsoever, including without limitation Customer's family members, spouse, friends, employees, employers and/or associates, and that the License granted hereby expires on the death or incompetence of Customer, and that no part or portion of the Training or the Proprietary Information and Materials, nor any development, discovery, extension, or further research or studies arising from or based in any manner whatsoever on the Training or the Proprietary Information and Materials is now or shall ever become assignable to any person or entity, either during the course of Customer's life, or by way of bequest, trust, intestate succession, or any other means whatsoever.
- 4. Customer unequivocally and irrevocably covenants, promises, stipulates, acknowledges and agrees that he/she will not reproduce, duplicate, copy, sell, trade, resell or exploit for any purposes, including without limitation commercial purposes, any portion of the Training or the Proprietary Information and Materials, or any result, product, data or information of any nature derived therefrom, or the use thereof, including without limitation access to said Training or the Proprietary Information and Materials, and will not disclose, reveal, re-broadcast, distribute, give or otherwise impart any part or portion of the Training or the Proprietary Information and Materials, or any development, discovery, extension, or further research or studies arising from or based in any manner whatsoever on the Training or the Proprietary Information and Materials, whether developed, discovered or invented by Customer or otherwise, to any person or entity, in any manner whatsoever, to any person or entity whatsoever, including, but not limited to, Customer's family, friends, colleagues, associates, employers, employees, trading groups or associations, or brokers, either during the course of Customer's life, or by way of bequest, trust, intestate succession, or any other means whatsoever. Customer covenants, promises, stipulates, acknowledges and agrees that Customer will use all reasonable efforts to safeguard all of the Training and Proprietary Information and Materials and to ensure that no portion thereof will be revealed or disclosed to any person or entity, and that, in performance of this Agreement, Customer will use at least the same degree of care and safeguards that Customer takes with his own proprietary information.
- 5. Customer unequivocally and irrevocably covenants, promises, stipulates, acknowledges and agrees that none of the rights granted Customer pursuant to this Agreement, including but not limited to the right to utilize and/or receive the Training or the Proprietary Information and Materials, or any other products, services and/or information provided and/or offered by PageTrader generally, may be assigned by Customer, or anyone acting on Customer's behalf, to any person or entity.
- 6. Customer stipulates, acknowledges and agrees that all core information, techniques and methodologies as contained in the Training and the Proprietary Information and Materials were, prior to disclosure thereof by PageTrader pursuant to this Agreement, unknown to Customer, regardless that, upon provision and/or disclosure of the Training and the Proprietary Information and Materials to Customer, Customer may thereafter believe or determine that certain portions or components of said Training and/or Proprietary Information and Materials are familiar to Customer or were known to Customer prior to the provision and/or disclosure thereof to Customer. In this regard, Customer stipulates, acknowledges and agrees that any portion of the Training and/or the Proprietary Information

and Materials which are familiar to Customer or which were known to Customer prior to disclosure thereof pursuant to this Agreement by PageTrader, were known and/or familiar to Customer solely by virtue of hints, clues, information, demonstrations, disclosures, and/or other materials relating to and/or concerning the Training and/or the Proprietary Information and Materials which were conveved, provided and/or otherwise disclosed by PageTrader to Customer. Further, Customer stipulates, acknowledges and agrees that to the extent that any parts, portions or components of said Training and/or Proprietary Information and Materials may be or may appear to be familiar to Customer or may have been known to Customer prior to the provision and/or disclosure thereof to Customer pursuant to this Agreement, the principles embodied in the Training and/or Proprietary Information and Materials constitute and reflect a unique application and/or combination of such parts, portions or components which was previously unknown to Customer. Customer knowingly, intelligently, and voluntarily waives any claim that the Training and/or the Proprietary Information and Materials, or any portion thereof, were familiar or known to Customer prior to disclosure thereof, that Customer did or could have developed the techniques and/or methodologies upon which the Training and/or the Proprietary Information and Materials, or any portion, product, result or effect thereof are based, alone or in concert with others, without the Training and/or the Proprietary Information and Materials having first been disclosed to Customer by PageTrader, that the Training and/or the Proprietary Information and Materials, or any portion thereof, are not PageTrader's sole property, or that the Training and/or the Proprietary Information and Materials, or any portion thereof may be assigned, disclosed or otherwise disseminated by Customer to any person or entity by any means whatsoever. Customer stipulates that any similarity between the Training and/or the Proprietary Information and Materials or any portion thereof and any other methodology or technique, is entirely coincidental, and knowingly, intelligently, and voluntarily <u>waives</u> any claim that any similarity, actual or perceived, between the Training and/or the Proprietary Information and Materials and any other methodology or technique renders any portion of this Agreement unenforceable or constitutes a basis for Customer to avoid in any manner his or her duty to fully perform each and every term, condition, promise and/or covenant as contained in this Agreement.

- 7. Customer stipulates, acknowledges and agrees that all parts of the Training and/or Proprietary Information and Materials provided and/or disclosed to Customer pursuant to this Agreement are conveyed to Customer "as is," and without warranties, representations or guarantees by PageTrader of any nature, including, but not limited to, warranty of merchantability or of fitness for a particular purpose. Further, Customer knowingly, intelligently, and voluntarily <u>waives</u> any claim that the Training and/or Proprietary Information and Materials, or any portion thereof does not conform in any manner to Customer's prior understandings or expectations with respect thereto.
- 8. It is contemplated that Customer may, upon being provided the Training and/or upon review, investigation and study of the Proprietary Information and Materials, attempt to conduct further research, experimentation, and development in the areas encompassed by the Training and/or the Proprietary Information and Materials. Notwithstanding, Customer stipulates, acknowledges and agrees that any development, discovery, improvement, or extension which arises from the provision and/or disclosure of the Training and/or Proprietary Information and Materials to Customer, or which is based in any manner whatsoever on the Training and/or Proprietary Information and Materials or any result, product or effect obtained from the application of the Training and/or the Proprietary Information and Materials, is and shall immediately become the sole property of PageTrader, shall be immediately and fully disclosed to PageTrader or to a person hereinafter designated by PageTrader, shall not be assigned, transferred, given or disclosed in any manner by Customer to any other person or entity, either during the course of Customer's life, or by way of bequest, trust, intestate succession, or any other means whatsoever. Customer expressly covenants and forever agrees that Customer shall

not attempt to register or otherwise protect to Customer or any other person and/or entity, whether by copyright, patent, trademark, or otherwise, any result, product or effect obtained from the application of the Training and/or the Proprietary Information and Materials, and hereby forever assigns all such rights to PageTrader in perpetuity.

- 9. Customer stipulates, acknowledges and agrees that all hints, clues, information, demonstrations, disclosures, or other materials in whatever form and conveyed by whatever means, which have been made or disclosed by PageTrader to Customer which relate in any manner to the Training and/or the Proprietary Information and Materials or the result, product or effect obtained from the application thereof, or which may be given, disclosed and/or otherwise provided to Customer at any time in the future, are covered by this Agreement and shall, and hereby do, become an integral part of the Proprietary Information and Materials, and that all terms, conditions, promises and/or covenants as contained in this Agreement are applicable thereto as if this Agreement had been executed by Customer prior to the provision and/or disclosure of the Training and/or the Proprietary Information and Materials to Customer.
- 10. Customer acknowledges and understands that PageTrader is under no obligation, whether arising under this Agreement or otherwise, to provide and/or disclose to Customer any information and/or materials of any nature, other than as expressly provided in Paragraph 2.C.2 of this Agreement, or any further or additional results, products, effects, developments, discoveries, inventions, and/or extensions, if any, which PageTrader may itself discover, develop or invent, or may otherwise obtain, whether or not such results, products, effects, developments, discoveries, inventions, and/or extensions, arise from, affect, or are based upon the Training and/or the Proprietary Information and Materials. However, if and to such extent as PageTrader may hereafter disclose to Customer any such further or additional results, products, effects, developments, discoveries, inventions, and/or extensions, whether gratuitously or otherwise, Customer stipulates, covenants, acknowledges and agrees that the disclosure of each and every such result, product, effect, development, discovery, invention, extension, and/or other information and/or materials, shall become an integral part of the Proprietary Information and Materials, and are and shall be subject to each and every provision of this Agreement as if they had been specifically described herein.
- 11. Customer stipulates, acknowledges and agrees that he/she will do no act and take no action with and/or involving the Training and/or the Proprietary Information and Materials which is contrary to the laws of the United States, nor of the laws of any State or Territory of the United States. Customer shall indemnify PageTrader and its officers, directors and/or principals and hold PageTrader and its officers, directors and/or principals harmless from any and all claims of every nature whatsoever which may in any way be asserted and/or made against PageTrader as a result of the actions of Customer, or any person or entity acting on his behalf, at his instruction, and/or with his authority.
- 12. Customer stipulates, acknowledges and agrees that the <u>results</u> of the use of the Training and the Proprietary Information and Materials is an integral part and component of that which is covered by and included within the terms of the non-exclusive License conveyed to Customer pursuant to this Agreement. Customer covenants, promises, stipulates, acknowledges and agrees that he/she will not, in any nature or respect, offer, give, sell, transmit, hypothecate, or otherwise transfer any advice, cues, tips, forecasts of every nature, including but not limited to, time and price, or other trading or investment consulting services of any nature whatsoever which are in any manner based upon the Training or the Proprietary Information and Materials, the results of the use thereof, or any continuing research or conclusions based thereon, whether for consideration or without consideration,

or otherwise use the Training or the Proprietary Information and Materials in any manner in developing any business or other enterprise, either for internal or external use.

- 13. Customer stipulates, acknowledges and agrees that any breach by Customer of any provision of this Section 2.A. of this Agreement, whether intentional or inadvertent, with respect to all or any part of the Proprietary Information and Materials or all or any part of the results, products, benefits, and/or attributes thereof, including without limitation the dissemination, disclosure, distribution, sale, re-sale, transfer, imparting, hypothecation, and/or sharing thereof, and/or other granting of access of every nature thereto, including without limitation the offering, giving, sale, transmission, hypothecation, or otherwise transference of any advice, cues, tips, or other trading or investment consulting services of any nature whatsoever which are in any manner based upon the Training and/or the Proprietary Information and Materials, the results of the use thereof, or any continuing research or conclusions based thereon, whether for individual, commercial or other purposes, to any person or entity except as expressly allowed by this Agreement, or any other use of or activity with respect to the Training and/or the Proprietary Information and Materials which is prohibited by this Agreement, will result in irreparable harm and damage to PageTrader, which cannot be adequately compensated through the award of damages. So as to protect PageTrader and to provide PageTrader with all legal and equitable remedies to the maximum extent available in the event of a breach of this Agreement by Customer, whether intentional, inadvertent, or otherwise, Customer stipulates to the issuance in favor of PageTrader or its agent or assignee of a temporary restraining order, preliminary injunction, and permanent injunction against Customer and/or any person or entity acting on his/her behalf, at his/her instruction or with his/her authority and/or ratification, by any court of competent jurisdiction, enjoining all conduct in breach or in derogation of this Agreement.
- 14. Customer stipulates, acknowledges and agrees that the Training and License Fee as described in Paragraph 2.B.1, below, of this Agreement, including but not limited to any portion, fraction or partial payment thereof, is non-refundable for any reason except for the unexcused and material failure of PageTrader to provide the Training and disclose the Proprietary Information and Materials to Customer as provided in Paragraph 2.C.2, below, of this Agreement.
 - A. The term "unexcused and material failure of PageTrader to provide the Training and disclose the Proprietary Information and Materials" as used herein shall be defined as the failure of PageTrader and PageTrader alone, without legally sufficient reason or excuse, to commence any group seminar Training as described herein or disclose to Customer any part of the Proprietary Information and Materials which are the subject of this Agreement.
 - B. <u>Force Majeure</u>. If PageTrader is prevented from performing its obligations under this Agreement because of causes beyond the reasonable control of PageTrader, such shall be deemed to constitute a legally sufficient excuse therefore as to PageTrader, PageTrader's performance shall be excused for a period equal to the period of such cause resulting in such prevention of performance, provided that PageTrader shall give Customer prompt notice of the event preventing such performance. Such causes include, but are not restricted to, acts of God, acts of public enemy, acts of terrorism, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, earthquakes, fires, floods, epidemics, riots, quarantine restrictions, strikes, electrical and/or utility failures or breakdowns, computer failures or breakdowns, civil insurrections, freight embargoes, and weather.
 - C. In the event that PageTrader is unable to commence any group seminar Training as described herein as scheduled based upon any legally sufficient reason or excuse, or in the event

that any such group seminar Training session, once commenced, is interrupted by reason of any event as described generally in Paragraph 14.B of this Agreement or by the occurrence of any medical condition preventing David Williams from continuing such group seminar Training session, PageTrader shall be permitted to reschedule such group seminar Training session or, at its option, may elect to complete the provision of said Training and Proprietary Information and Materials to Customer via individual or group in-person meetings at PageTrader's office or other location(s) reasonably selected by PageTrader, via GoToMeeting online session(s), or by such other method reasonably selected by PageTrader, the result of which shall be that Customer is provided with all of the Training and Proprietary Information and Materials as contemplated in this Agreement. Without limiting PageTrader's obligation to provide the Training and disclose the Proprietary Information and Materials to Customer as provided in this Agreement, it is agreed that, for purposes of this Paragraph 14, once PageTrader has commenced any group seminar Training sessions as described herein and disclosed to Customer the Reflected Wave indicator, PageTrader shall be deemed to have substantially performed this Agreement.

- 15. So as to provide to PageTrader with the maximum possible protection in the event of a breach of the terms of this Agreement, Customer, for and on behalf of Customer and anyone acting on behalf of Customer, expressly and unconditionally waives, to the fullest extent possible and/or permitted by law, all provisions of each and every statute, ordinance, law or regulation existing either under the laws of the United States, the laws of the state of Nevada, the laws of Customer's state of residence, the laws of the state in which this Agreement is executed, the laws of any nation, country, or commonwealth other than the United States of which Customer is a citizen or resident, the laws of any nation, country, or commonwealth in which this Agreement is executed, or the laws of any other applicable state, nation, country, or commonwealth, which provides that any action which PageTrader may deem necessary and/or advisable to commence as against Customer or anyone acting on Customer's behalf must be commenced within any particular period of time (also sometimes referred to as a "Statute of Limitation").
- 16. Without limiting in any manner or respect the remedies or measures of damages available to PageTrader, all of which shall be deemed preserved and reserved to PageTrader to the maximum extent provided by law, Customer expressly and unconditionally stipulates, acknowledges and agrees that, in any action for damages by Customer against PageTrader arising under this Agreement, the sole relief which shall be available to and/or recoverable by Customer, if any, shall be the amount of the Training and License Fee as provided in Paragraph 2.B.1, below, of this Agreement, and no other remedies, relief or additional amounts.
- 17. Customer represents, stipulates, acknowledges and agrees that Customer understands that neither PageTrader nor its principals, officers, directors and/or employees are brokerages, financial planners, investment advisors, or commodities futures trading advisors, are not in the business of providing individualized investment advice, individualized financial advice, or individualized advice of any nature whatsoever, and do not conduct or supervise market trading for members of the public of any nature. Customer represents, stipulates, acknowledges and agrees that Customer understands that this Agreement does not constitute an agreement by PageTrader or anyone acting on its behalf to provide, either generally or specifically, investment advice, financial advice, or advice of any nature whatsoever, and covers only the provision of the Training and the Proprietary Information and Materials as described herein to Customer. Customer represents, stipulates, acknowledges and agrees that Customer has neither disclosed nor discussed with PageTrader or anyone acting on its behalf any aspect of the financial condition, goals, desires or plans of Customer or of any other person or entity, and that neither Customer nor PageTrader have done anything to make PageTrader or anyone acting on

its behalf aware, even in a general manner, of the financial condition, goals, desires or plans of Customer or of any other person or entity.

- 18. Customer acknowledges, understands and agrees, with respect to Customer's attendance at the group seminar through which the Training and the Proprietary Information and Materials which are the subject of this Agreement shall be provided to Customer, that the following shall apply:
 - A. Customer shall not be entitled or permitted to record, memorialize or otherwise preserve by any means or in any manner any audio, video, still images or any combination thereof any portion, component or part of said group seminar and/or the Training and the Proprietary Information and Materials which are the subject of this Agreement;
 - B. Customer shall not be entitled or permitted to bring to or possess during said group seminar any camera, audio recorder, video recorder, cellular telephone, laptop computer, or any other electronic and/or mechanical device of any nature whatsoever which is capable of recording or otherwise preserving the same;
 - C. Customer shall, and hereby does, knowingly, voluntarily and intelligently accept and submit to a reasonable search of Customer's person and belongings prior to each instance of Customer entering the room in which said group seminar is conducted, including without limitation a pat-down search, metal detector examination, and other reasonable means of search for any prohibited items and/or devices, and Customer hereby knowingly, voluntarily, intelligently and forever waives and releases all claims as against PageTrader and/or any other person or entity arising from such search;
 - D. Customer shall present two forms of identification to PageTrader and the aforesaid Notary Public at the time of execution of the original of this Agreement, and PageTrader shall be entitled to photocopy both items of identification and to keep the same in Customer's file, which PageTrader shall keep confidential and not use for any commercial or promotional purposes; and,
 - E. Customer shall, and hereby does, permit PageTrader to obtain a photograph of Customer for identification purposes and to keep the same in Customer's file, which PageTrader shall keep confidential and not used for any commercial or promotional purposes.
- 19. Customer acknowledges, understands and agrees that Customer is solely responsible for all expenses incurred in connection with Customer's attendance at the aforesaid group seminar, including without limitation transportation, lodging, accommodations, meals, and entertainment.
- 20. The Training to be provided to Customer as referred to in this Agreement relates to the use and application of a particular indicator available and contained within the CQG Classic Edition trading platform or similar trading platforms provided by CQG, as such use applies to the application of PageTrader's Reflected Wave principle. Customer acknowledges, understands and agrees that said indicator, although identically or similarly titled, may not be accurately displayed or represented, or render the same results, when using trading platforms other than those provided by CQG, and that PageTrader does not and cannot guarantee that the performance and/or turning point indications obtained when using a trading platform other than one provided by CQG will be accurately displayed, calculated and/or otherwise provided to Customer. Therefore, Customer understands and acknowledges that PageTrader strongly recommends that Customer purchase and install on Customer's computer system the CQG Classic Edition trading platform or similar trading platforms provided by

- CQG, Inc. While Customer is free to use any charting and trading software of Customer's choice, PageTrader does not guarantee that Customer will be able to accurately view the indicators/charting tools utilized in the Training and the Proprietary Information and Materials provided by PageTrader using any other charting and trading software. Neither PageTrader nor any of its principals, officers, directors or employees is affiliated with CQG, Inc., and make no representations or warranties concerning the cost to Customer of obtaining CQG, Inc.'s charting and trading software.
- 21. Customer understands and agrees that, notwithstanding that Customer shall be bound by all terms and conditions of this Agreement upon the electronic execution hereof by Customer, this Agreement shall not be deemed completed, and Customer shall not be entitled to receive any of the Training or the Proprietary Information and Materials which are the subject of this Agreement unless and until all of the following occurs prior to the provision of the Training and Proprietary Information and Materials by PageTrader to Customer: (1) Customer executes an original of this Agreement immediately prior to the commencement and at the location of the group seminar Training sessions as described herein, with the original signature of Customer being authenticated by a licensed Notary Public to be provided by PageTrader, (2) PageTrader executes this Agreement, (3) Customer pays to PageTrader the Training and License Fee as provided in Paragraph 2.B.1, below, of this Agreement, and (4) Customer's said payment to PageTrader is honored by the issuing bank.
- 22. In the event that Customer is named as a party to any litigation, action, or other proceeding of any nature before, without limitation, any court, governmental agency or entity, administrative agency or entity, or licensing entity, regardless of where said action or proceeding is initiated, pending or maintained, in which Customer is requested or required to testify or provide documents or information of any nature relating to the Training and/or the Proprietary Information and Materials, or in the event that Customer is served with a valid subpoena or other valid demand to provide testimony, documents or other information with respect thereto, or if the provision of such testimony, documents and/or information by Customer is likely to relate in any manner thereto, Customer shall immediately notify PageTrader thereof and shall take all lawful action necessary to resist and refrain from providing such testimony, documents and/or information voluntarily until PageTrader has had a reasonable and timely opportunity to appear and/or intervene in said litigation, action, or other proceeding to protect its proprietary and confidential information, documents, materials, and trade secrets.

B. TRAINING AND LICENSE FEE; CANCELLATION.

1. The Training and License Fee to be paid by Customer to PageTrader for the non-exclusive License of the Proprietary Information and Materials and the Training of Customer in the use thereof as described herein is Six Thousand Nine Hundred Ninety Five Dollars (\$6,995.00), and shall be paid in full and received by PageTrader not less than thirty (30) days prior to the initial date scheduled for the commencement of the group seminar Training sessions as set forth in Paragraph 2.C.1., below, of this Agreement. If Customer is both a citizen of and domiciled in the United States, payment shall be made by one of the following forms: credit card, certified check, or wire transfer. If Customer is not both a citizen of and domiciled in the United States, payment shall be made by certified check or wire transfer only, and must be received in full by PageTrader and irrevocably honored by the issuing bank not less than thirty (30) days prior to the initial date scheduled for the commencement of the group seminar Training sessions as set forth in Paragraph 2.C.1., below, of this Agreement.

2. Notwithstanding and without varying the provisions of Paragraph 2.B.1., above, of this Agreement, Customer shall, at the time of Customer's registration for the Training and electronic acceptance of this Agreement, pay to PageTrader a deposit of not less than One Thousand Dollars (\$1,000.00) which shall be applied towards the Training and License Fee as described therein, and which shall secure Customer's reservation for attendance at the group seminar Training sessions as described in Paragraph 2.C.1., below, of this Agreement. Customer may cancel this Agreement upon written notice to PageTrader at any time more than thirty (30) days prior to the initial date scheduled for the commencement of the group seminar Training sessions as set forth in Paragraph 2.C.1., below, of this Agreement, and upon such cancellation, PageTrader will refund to Customer all deposits and/or payments paid by Customer towards said Training and License Fee. All amounts paid by Customer towards said Training and License Fee shall become non-refundable for any reason thirty (30) days prior to the initial date scheduled for the commencement of the group seminar Training sessions as set forth in Paragraph 2.C.1., below, of this Agreement.

C. GRANT OF LICENSE; COVENANTS AND PROMISES BY PAGETRADER.

In consideration of payment by Customer to PageTrader of the Training and License Fee as provided in Paragraph 2.B.1, above, of this Agreement, and in consideration of the promises, covenants, representations, and waivers of Customer as set forth in this Agreement, each of which is expressly and irrevocably deemed and agreed to constitute a material term of and consideration for the performance of PageTrader as described herein, PageTrader covenants and promises as follows:

- 1. PageTrader covenants and promises to provide the Training and disclose the Proprietary Information and Materials to Customer upon the occurrence of all of the following prior to the provision of the Training and Proprietary Information and Materials by PageTrader to Customer: (1) Customer's execution of an original of this Agreement immediately prior to the commencement and at the location of the group seminar Training sessions as described herein, with the original signature of Customer being authenticated by a licensed Notary Public to be provided by PageTrader as provided in Paragraph 2.A.21, above, of this Agreement, (2) PageTrader's receipt of payment by Customer of the Training and License Fee as provided in Paragraph 2.B.1, above, of this Agreement, and (3) the honoring of Customer's said Payment to PageTrader by the issuing bank as provided herein. Said Training shall be provided to Customer as part of a group seminar to be attended by Customer and others, as well as additional one-on-one online assistance as provided in Paragraph 2.C.4, below, of this Agreement. Said group seminar shall be conducted on September 20 and 21, 2014, at the Mirage Hotel in Las Vegas, Nevada, and shall consist of one (1) Training session on each date, each of approximately four (4) hours in length, and each beginning at 10:00 a.m.
- 2. The specific techniques/methodologies which are the subject of the Training and the Proprietary Information and Materials include the Reflected Wave principle. This methodology forecasts market tops and bottoms on multiple timeframes in the S&P 500 futures market. The methodology then identifies the unique relationship between these tops and bottoms of different time frames and shows how to trade from one (top or bottom) to another.
- 3. Upon payment by Customer to PageTrader of the Training and License Fee as provided in Paragraph 2.B.1, above, of this Agreement, and provided that Customer is then in full compliance with all of the terms and conditions of this Agreement, PageTrader thereupon grants to Customer alone as a natural person and to no other person or entity a limited and non-exclusive License (referred to throughout this Agreement as the "License") to use and utilize the Training and the Proprietary Information and Materials for the limited purposes permitted and described herein. Without limiting in

any manner any of the rights or remedies available to PageTrader, the License shall automatically and forever expire upon occurrence of any of the following events:

- A. The death or incompetence of Customer;
- B. Customer's material breach of this Agreement.
- 4. Subsequent to the completion of the group seminar sessions referred to in Paragraph 2.C.1, above, PageTrader shall provide to Customer up to three (3) hours of one-on-one assistance with respect to the Training and the Proprietary Information and Materials, which shall be provided to Customer electronically utilizing "Go To Meeting" online sessions. Customer must receive such one-on-one online assistance within six (6) months of the completion of the group seminar sessions referred to in Paragraph 2.C.1, above, otherwise all one-on-one online assistance not yet completed shall be waived by Customer.
- 5. PageTrader represents and covenants that the Proprietary Information and Materials and the Training, methodologies and techniques based thereon are the original product of PageTrader's efforts, research and development, that to the best of PageTrader's knowledge and belief, the Training and the Proprietary Information and Materials are not the property of anyone other than PageTrader, and that the grant of the within License does not constitute an act which infringes upon any right of any person or entity. Further, PageTrader represents and covenants that, to the best of PageTrader's knowledge and belief, although certain parts, portions or components of said Training and/or Proprietary Information and Materials may be or may appear to be familiar to Customer or may have been known to Customer prior to the provision and/or disclosure thereof to Customer pursuant to this Agreement, the core techniques and principles embodied in the Training and the Proprietary Information and Materials are not matters of common public knowledge, or otherwise a part of the public domain, and constitute and reflect a unique application and/or combination of such parts, portions or components. However, nothing about this paragraph shall be construed to create any right in Customer based upon any real or perceived similarity between any part or portion of the Training or the Proprietary Information and Materials and any other item or items of information, body of knowledge, or technique, or upon the fact that one of more of the techniques may utilize commonly available indicators, modified or unmodified, and Customer expressly waives any claim based thereon.

D. ADDITIONAL TERMS AND CONDITIONS.

1. Entire Agreement. This Agreement, including all exhibits, if any, presently or subsequently appended hereto, when executed by all Parties, and together with any and all representations, understandings or agreements digitally accepted by Customer on PageTrader's website as part of entering into this Agreement, contains, constitutes and reflects the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and, as of the Effective Date hereof, supersedes all prior or contemporaneous agreements, understandings, statements, discussions, communications, negotiations and undertakings between the Parties, whether written or oral, express or implied, concerning the subject matter of this Agreement, all of which are merged herein, and is intended as a complete and final expression of the terms of the agreement between the Parties. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by PageTrader to Customer concerning the subject matter of this Agreement. This is an integrated Agreement. To the extent any provision of this Agreement changes or modifies any provision or condition contained in any agreements digitally accepted by Customer on PageTrader's website as part of entering into this Agreement, the terms of this written

Agreement shall control.

- 2. <u>Amendment and Modification</u>. No provision in this Agreement may be modified or amended unless such amendment is in writing and signed by a duly authorized representative of each Party to this Agreement.
- 3. <u>No Partnership</u>. This Agreement does not create any relationship of association, partnership, joint venture or agency between the parties. Neither Party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other Party.
- 4. <u>Captions, Headings and Usage</u>. The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement. Each person referred to in this Agreement shall be deemed to include, where such meanings would be appropriate, the masculine, the feminine and the neuter, the singular and plural, and vice versa.
- 5. <u>Waiver</u>. No waiver by any Party of any breach by another Party of any condition or provision contained in this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Party waiving the breach or obligation. Such a waiver shall be effective only in the specific instance and for the purpose for which it is given.
- 6. <u>Assignment by Customer</u>. Customer may not sell, assign or transfer any of his or her rights, duties or obligations under this Agreement without the prior written consent of PageTrader.
- 7. <u>Assignment by PageTrader</u>. PageTrader may not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of Customer, except that PageTrader may, without the written consent of Customer, assign or transfer its rights and obligations under this Agreement to any wholly-owned subsidiary or surviving entity of a merger with PageTrader, provided, however, that such subsidiary or surviving entity agrees in writing to be bound by the terms of this Agreement.
- 8. <u>Authority</u>. To the extent any individual executing this Agreement has done so on behalf of any business entity, such individual expressly represents that he or she is an officer, director, executive, manager or person otherwise invested with full authority to do so, and thereby binds such respective business entity.
- 9. <u>Severability</u>. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.
- 10. Governing Law, Jurisdiction, Venue. This Agreement is executed in and shall be governed by and construed and interpreted in accordance with the laws of the State of Nevada without reference to principles of conflict of laws. The Parties agree that venue in all actions or proceedings arising out of this Agreement shall be exclusively within the County of Clark, State of Nevada. If and to the extent that Customer is a citizen, resident or domiciliary of a nation, country, or commonwealth other than the United States, (a) Customer irrevocably and unequivocally submits to the jurisdiction of

the Eighth Judicial District Court of the State of Nevada in Las Vegas, Nevada, and/or to the United States District Court in and for the District of Nevada in Las Vegas, Nevada, at the election of PageTrader, and to binding Arbitration of all disputes as provided in Section 2.D.17 of this Agreement; (b) Customer irrevocably and unequivocally waives completely and to the maximum possible extent any and all defenses, positions, arguments, and/or claims existing under the laws of any nation, country, or commonwealth of which Customer is a citizen or resident that Customer has not so submitted to the jurisdiction of the Eighth Judicial District Court of the State of Nevada in Las Vegas, Nevada, and/or to the United States District Court in and for the District of Nevada in Las Vegas, Nevada; (c) Customer irrevocably and unequivocally stipulates and agrees that any injunctive relief, order, judgment and/or award of any nature issued in favor of PageTrader or its assignee by any Court in the United States shall be enforceable as against Customer in any nation, country, or commonwealth of which Customer is a citizen or resident and that the basis for such injunctive relief, order, judgment and/or award shall be accepted as proven and established fully and for all purposes in any court, tribunal, or other judicial body or authority located in such nation, country, or commonwealth and that PageTrader or its assignee shall not be required to otherwise re-litigate, prove or re-establish before any trier of fact the factual or legal basis for such injunctive relief, order, judgment and/or award, and Customer waives completely and to the maximum possible extent any and all defenses to the enforceability of any such injunctive relief, order, judgment and/or award existing under the laws of any nation, country, or commonwealth of which Customer is a citizen or resident; (d) Customer unequivocally and irrevocably agrees and acknowledges that it is the express intention of the Parties that in the event that PageTrader seeks injunctive or other legal relief of any nature (including without limitation any judgment or award for damages or any other relief) against Customer as described in this Agreement, PageTrader shall be entitled and permitted to obtain and effect the enforcement of any such relief, order, judgment and/or award in any nation, country, or commonwealth of which Customer is a citizen or resident in as smooth and streamlined a manner as possible, and Customer waives completely and to the maximum possible extent any and all laws, ordinances, statutes, codes or regulations of any nation, country, or commonwealth of which Customer is a citizen or resident with any contrary provision or effect, and, (e) Customer irrevocably and unequivocally stipulates to the entry in any nation, country, or commonwealth of which Customer is a citizen or resident of any injunctive relief, order, judgment and/or award of any nature issued in favor of PageTrader or the assignee thereof against Customer by any Court in the United States.

- 11. <u>Binding Effect</u>. Except as otherwise expressly provided in this Agreement, the Parties understand and agree that the agreements, undertakings, acts and other things done or to be done by each Party in this Agreement shall run to, inure to the benefit of, and be binding upon their respective agents, attorneys, servants, employees, independent contractors, representatives, heirs and successors.
- 12. <u>Agreement Not to be Construed Against Draftsman</u>. This Agreement is to be construed and interpreted without regard to the identity of the party drafting it.
- 13. <u>Confidentiality</u>. Except as otherwise provided herein or as required by law, subsequent to the date of execution of this Agreement, Customer shall keep the terms of this Agreement confidential, except as is necessary to carry out effectively the terms of this Agreement.
- 14. Ability to Seek Independent Counsel. Each Party hereto has had the opportunity to receive independent legal advice from its attorneys with respect to the contents and advisability of making this Agreement and executes this Agreement after having the opportunity to consult with counsel.

- 15. <u>Customer's Judgment</u>. Customer stipulates, acknowledges and agrees that he relied solely upon its own judgment, belief and knowledge in entering into this Agreement. Customer further represents, stipulates, acknowledges and agrees that, in entering into this Agreement, he or she has not been influenced by any representations or statements concerning any matters made by PageTrader or any other person, and freely enters into this Agreement.
- 16. Release by Customer. Customer shall, and hereby does, individually and on behalf of himself, his descendants, ancestors, dependents, heirs, executors, administrators, assigns, successors, attorneys, and business entities and their officers, directors and shareholders, hereby fully release and forever discharge PageTrader, and its agents, employees, independent contractors, attorneys, officers, directors, shareholders, subsidiary and successor entities and their respective agents, employees, independent contractors, officers, directors, shareholders from any and all manner of action or actions, claims, cause or causes of action, in law or in equity or otherwise, suits, debts, liabilities, damages, demands, losses, obligations, and costs or expenses of any nature whatsoever, known or unknown, fixed or contingent which arise in any manner whatsoever from or out of Customer's use or application of the Training and/or the Proprietary Information and Materials. To the extent that any statute, ordinance, law or regulation exists, either under the laws of the United States, the laws of the state of Nevada, the laws of Customer's state of residence, the laws of the state in which this Agreement is executed, or the laws of any other state, which provides in essence that a general release is not effective or applicable to effect the complete release of claims unknown to the releasor, Customer expressly waives the provisions and protections of such statute, ordinance, law or regulation.

17. Disputes and Arbitration.

- A. <u>Claims Subject to Arbitration</u>. All claims, disputes, controversies, or disagreements of any kind whatsoever arising out of or in connection with this Agreement and/or the relationship between Customer and PageTrader, including PageTrader's officers, directors, employees, or agents, shall be exclusively brought in and submitted to final and binding arbitration in Clark County, State of Nevada. It is the intention of the Parties that all disputes between the Parties be adjudicated promptly and economically.
- (1) <u>Injunctive Relief by PageTrader</u>. Notwithstanding the Parties' express agreement that all disputes arising as between the Parties be submitted to arbitration as provided in this section, nothing about this Agreement shall prohibit PageTrader from seeking provisional relief before any court of competent jurisdiction to enjoin any actual, threatened and/or prospective breach of this Agreement by Customer regardless of whether any such arbitration has been demanded by either Party or commenced. The arbitrator shall have the authority to confirm or maintain in existence any such temporary restraining order, preliminary injunction, or other provisional relief issued by any court of competent jurisdiction, and shall additionally have the authority to provide for the issuance of any such injunctive relief in favor of PageTrader to enjoin any actual, threatened, continuing and/or prospective breach of this Agreement by Customer, which Customer expressly and irrevocably agrees shall thereupon be issued and enforceable by any court of competent jurisdiction upon ex parte application by PageTrader.
- (2) <u>Waiver of Class or Representative Actions</u>. Customer expressly, unequivocally and forever agrees as a material condition of this Agreement that all claims by Customer against PageTrader, including PageTrader's officers, directors, employees, or agents, may only be maintained by Customer individually and only through arbitration as provided in this section, and not as a plaintiff or class member in any class or representative action or proceeding.

- B. <u>Initiation of Arbitration</u>. Either Party may demand arbitration pursuant to this paragraph by serving on the other Party written notice of demand for arbitration. Therein, the Party demanding arbitration shall set forth with specificity the nature of said Party's claims against the other Party. Said demand for arbitration shall be transmitted by personal delivery, facsimile transmission, express mail, electronic mail (provided that such electronic mail shall also be accompanied by written notice served contemporaneously by U.S. Mail) or other means reasonably calculated to ensure delivery not later than the close of business the next business day. Said demand for arbitration shall also contemporaneously be delivered to JAMS.
- C. Selection of Arbitrator. The Arbitration shall be conducted before JAMS in Las Vegas, Nevada using any retired judge or attorney on the JAMS panel who sits in the capacity of an arbitrator and who possesses substantial experience in handling business litigation matters. In the event JAMS is no longer doing business in Clark County, State of Nevada, as of time of demand for arbitration pursuant to this section, the Parties shall reasonably agree on an alternate private arbitration agency similar to JAMS then doing business in Clark County, State of Nevada. Within 15 days after demand for arbitration is made by a Party, the Parties shall endeavor in good faith to agree upon a single arbitrator to preside over said dispute. In the event that the Parties are unable to mutually agree upon an arbitrator within said period, PageTrader and Customer within 15 days thereafter, will each select an arbitrator, and both such arbitrators, within 20 days thereafter, will jointly select a third arbitrator who will preside over said dispute who shall possess substantial experience in handling business litigation matters. However, if such arbitrators are unable to mutually agree upon said third arbitrator, then PageTrader and Customer shall each select such a retired judge or attorney and those two will select a third person, who shall be either a retired judge or an attorney who possesses substantial experience in handling business litigation matters, to serve as arbitrator. In any event, all arbitrators as discussed in this section will possess substantive legal experience in the principle issues in dispute and will be independent of PageTrader and Customer.

D. Conducting Arbitration.

- (1) <u>Rules</u>. Unless the parties otherwise subsequently agree in writing, and subject to the provisions of subsection 2.D.17.D.(3) "Discovery," below, the arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect as of the time demand for arbitration is made pursuant to this section.
- (2) <u>Authority of Arbitrator</u>. The arbitrator shall have the authority to award any type of relief that could otherwise be awarded by a judge or jury. The arbitrator shall not have the authority to modify or disregard any provision of this Agreement except and only to the extent such provision is invalid or unenforceable under applicable law.
- (3) <u>Discovery</u>. Notwithstanding any other provision of this Agreement, it is the mutual intention of the parties that both parties be freely permitted to conduct discovery in preparation for arbitration. In this regard, the parties shall be permitted to conduct such discovery as is permitted litigants by the Nevada Rules of Civil Procedure. The parties also acknowledge and agree that the Arbitrator shall have the power to reasonably limit discovery so as to prevent annoyance, harassment or undue expense to any party, abuses of the discovery process, or undue delay.

- (4) Costs of Arbitration; Attorneys Fees. Except as otherwise provided in Section D. 18, below, of this Agreement, each Party shall bear its own expenses incurred in connection with arbitration and the fees and expenses of the arbitrators shall be shared equally by PageTrader on the one hand and Customer on the other hand, and advanced by them from time to time as required, provided, however, that if the Parties are unable to mutually agree upon an arbitrator and separately select arbitrators to mutually select a third arbitrator as described hereinabove, each Party will bear the expense of its own separately-selected arbitrator. Notwithstanding the foregoing, the arbitrator shall have the power to allocate the costs of Arbitration, and attorneys fees, in different proportions should the Arbitrator determine that such allocation is warranted by the facts of the case.
- (5) <u>Hearing and Award</u>. Except as may otherwise be agreed in writing by the Parties or as ordered by the arbitrator upon substantial justification shown, the hearing for the dispute will be held within 120 days of submission of the dispute to arbitration. The arbitrator will render a final award within 30 days following conclusion of the hearing and any required post-hearing briefing or other proceedings ordered by the arbitrator. The arbitrator will state in writing the factual and legal basis for the award. The decision of the arbitrator will be final and binding and not subject to judicial review and final judgment may be entered upon such an award in any court of competent jurisdiction, but entry of such judgment will not be required to make such award effective.
- (6) <u>Governing Law.</u> The substantive law to be applied in connection with the arbitration is the law of the State of Nevada, except that the provisions of the Federal Arbitration Act shall prevail over any other law to the extent that, except as expressly provided in this section, any Party commences or attempts to commence any action or proceeding in any court, tribunal, or forum other than arbitration as provided in this section.
- E. <u>Materiality of Arbitration Agreement</u>. In consideration for and as a bargained-for and material condition of this Agreement, Customer agrees that, except for PageTrader's right to seek injunctive relief as provided in this Agreement, final and binding arbitration shall be the exclusive means for resolving all disputes arising between the Parties. **THIS AGREEMENT CONSTITUTES A WAIVER OF ALL RIGHTS THE PARTIES MAY HAVE TO A CIVIL COURT ACTION ON ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** ACCORDINGLY, EXCEPT AS OTHERWISE PROVIDED HEREIN, ONLY AN ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE DISPUTE.
- 18. Attorneys Fees, Costs. Without varying or excusing in any manner the requirement that all disputes arising as between the Parties to this Agreement be submitted exclusively to final and binding arbitration as provided in section 2.D.17, above, of this Agreement, should any arbitration proceeding or other action at law or equity be brought or commenced for any relief, or to enforce, interpret or construe the provisions of this Agreement or any agreements or instruments contemplated hereunder, including without limitation any action or application to any court of competent jurisdiction for the issuance of any provisional relief, including injunctive relief, hereunder by PageTrader, then in addition to any other relief to which that Party may be entitled, the prevailing Party shall be entitled to recover its actual attorneys' fees, expert fees, costs and expenses, which may be determined by the arbitrator or court in the same action or proceeding, or in the event the court in any action or application by PageTrader for provisional relief hereunder declines to award attorneys fees or costs, then in the pending or subsequent arbitration proceeding or, if no such proceeding is commenced, then in a separate arbitration proceeding brought for that purpose. No attorneys fees shall be computed in

accordance with any schedule, but shall be such as to fully reimburse all attorneys' fees actually incurred in good faith, regardless of the size of the judgment or award, it being the intention of the parties hereto to fully compensate for all attorneys' fees reasonably paid or incurred.

19. Notices and Service and Transmission of Documents.

If to PageTrader:

A. Each Party shall immediately provide written notice to all other Parties of any and all changes in address, telephone number, fax number, email address, representative, or other pertinent contact information. Notices pursuant to this Agreement shall be sent, respectively, to PageTrader and Customer as indicated below, and all notices, and other communications permitted or required to be given under this Agreement will be deemed to have been duly given if such notice or communication is in writing and sent by personal delivery or by express business courier service (i.e., Federal Express, UPS, etc.), cable, facsimile transmission, e-mail, or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid and return receipt requested, to the Parties as follows:

PageTrader, Ltd.

	3111 South Valley View Suite B-211 Las Vegas, Nevada 89102 Telephone: (888) 231-4702 Fax: (702) 974-0120			
If to Customer:	Print Name: Print Address:			
	Print Telephone: Print Fax: Print Email:			

B. Unless a Party notifies all other Parties in the manner provided herein that the contact information for the notifying Party described in Paragraph 2.D.19.A, above, of this Agreement (or the Party's most currently subsequently-provided contact information) has changed and provided complete new contact information (including without limitation physical address and e-mail address), the contact information for said Party shall be conclusively deemed to be that as described in Paragraph 2.D.19.A, above, of this Agreement (or said Party's most currently subsequently-provided contact information), and that Party irrevocably and forever waives any claim or defense that any documents, notices and/or other materials transmitted to that Party using said contact information was transmitted to an incorrect physical address or e-mail address or that transmission and/or service thereof to and/or upon said Party was otherwise ineffective or invalid.

C. It is the express intention of the Parties that neither shall suffer prejudice, hardship, or delay in the commencement, maintenance or prosecution of any action or proceeding, including any arbitration proceeding, to which PageTrader and/or Customer is/are a party, by virtue of the absence, unavailability or inability to locate any Party, or by virtue of the unwillingness or refusal of any Party to accept and/or receive documents, notices and/or other materials transmitted pursuant to this Agreement. Therefore, the Parties irrevocably agree that, notwithstanding the provisions of any laws, statutes, ordinances, or rules of any jurisdiction, state, nation, principality,

commonwealth, court, or other governmental body or entity (including without limitation those requiring actual personal service), service of any documents, notices and/or other materials required to be served upon any Party in connection with any legal action or proceeding, including any arbitration proceeding (and including without limitation demand for arbitration), shall be conclusively deemed to have been given, accomplished and effective upon the dispatch to the other Party(ies) of true copies of said documents, notices and/or other materials via express business courier service (i.e., Federal Express, UPS, etc.), return receipt requested, at the most recent physical address provided by said other Party(ies) pursuant to this Agreement and electronic copies of said documents, notices and/or other materials via e-mail to the most recent email address provided by said other Party(ies) pursuant to this Agreement, irrespective of whether the Party(ies) to whom said documents, notices and/or other materials are directed accepts, retrieves, signs for, or otherwise receives the same. In such event, the Party transmitting such documents, notices and/or other materials shall maintain copies of all such shipping invoices and/or airbills, and all such e-mails, evidencing the dispatch and/or transmittal thereof to the receiving Party(ies). The Parties, and each of them, irrevocably and unequivocally waive to the maximum extent possible the provisions of any and all laws, statutes, ordinances, or rules of any jurisdiction, state, nation, principality, commonwealth, court, or other governmental and/or judicial body or entity which require or purport to require actual personal service of any documents, notices and/or other materials of any nature upon said Parties.

- 20. <u>Effective Date</u>. The Effective Date of this Agreement shall the date on which this Agreement is actually executed by the last of the Parties required to do so.
- 21. <u>Counterparts</u>. Subject to Customer's obligation to provide to PageTrader the original of this Agreement, bearing the original signature of Customer with original authentication thereof by a licensed Notary Public, this Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth next to their signatures.

///			
DATED:			
		DAVID E. WILLIAMS	
		President, PageTrader, Ltd.	
DATED:			
	Print Name:		
	Time ivanie.	Customer	