

Nirvana Club Application Form

ENTER Sales Rep's Name You
Spoke With (if Any):

Name: _____

Address: _____

City: _____

Customer # _____

State: _____ Country: _____ Postal Code: _____

Acknowledgement

I hereby acknowledge that, as a member of The Nirvana Club ("The Club"), I will receive plans, software programs, knowledge, and information which are considered proprietary to Nirvana Systems, Inc. Such Proprietary Information includes any materials labeled "Nirvana Club Confidential" and also includes all information posted to The Nirvana Club Web Site.

Agreement to Keep Proprietary Information Confidential

In consideration of the products and other benefits of Nirvana Club membership, I hereby agree to maintain confidentiality regarding such proprietary information and not disclose it to anyone who is not also a member of the Nirvana Club, until such time as such proprietary information is made available to the general public by Nirvana Systems, Inc. I understand that under the terms of this agreement, I am permitted to disclose trading signals generated by ARM Technology to others outside the Club, provided such trading signals are not identified as having been generated by, or have reference to ARM Technology, OmniTrader, VisualTrader, OmniVest, OmniFunds, or Nirvana Systems, Inc.

Affiliation with Competing Interests

☐ I hereby represent that I am not affiliated with, employed by, or party to any competing interests of Nirvana Systems, including but not limited to TradeStation, AIQ Systems, EQUIS International or any other developer or known future developer of consumer trading software, data delivery systems, or trading applications.

(Owning a license for software from another company is acceptable under this Agreement).

☐ I am affiliated with a trading software or application developer.

(Please specify nature of affiliation): _____

Intent and Purpose

My intent and purpose for joining the Nirvana Club is to gain personal benefit in terms of the acquisition of new Technology Nirvana Systems may develop for my own, personal use with respect to my trading endeavors and to gain access to the members of the Nirvana Club for the purpose of sharing information and networking with other members.

Confidential Nirvana Club Directory

I understand that a Confidential Nirvana Club Directory will be made available only to Nirvana Club members, and will be marked with the words, "Nirvana Club Confidential."

☐ Please include my name in this directory so other members may contact me (physical address & phone number).

☐ Include my name and email addresses only (omit physical address and phone number).

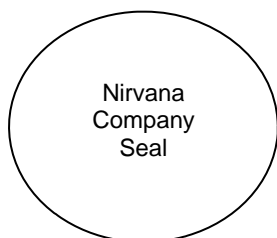
Information for the Directory

Phone number: _____ Email address: _____

I (plan to) trade: ☐ Stock ☐ Stock Options ☐ Futures ☐ Options on Futures ☐ Mutual Funds ☐ Indices

My trading horizon: ☐ Monthly ☐ Weekly ☐ Daily ☐ Real Time

My trading objective: ☐ To make a living ☐ Retirement ☐ Higher return ☐ Fun (hobby)



Initials: _____

Membership Eligibility, Requirements & Fees

Any registered user who has owned OmniTrader and/or VisualTrader for at least 30 days is eligible for membership in the Nirvana Club. To be accepted for membership, this application must be signed, dated and sent with payment for one Club membership level, to Nirvana Systems, Inc. Prices are subject to change without notice. Additional strategies or products created for Nirvana Club members may be added in the future. Membership Fees are non-refundable.

Membership Rights, Privileges, and Restrictions

Ongoing Releases of ARM Technology: Nirvana Systems will continue to develop and release new products supporting the methodology it has identified as the Adaptive Reasoning Model, also designated ARM Technology*. Any purchaser of one of these products will receive any new releases of the product he/she has purchased, at no charge, for one year from date of purchase, and will be granted a license for use of the same. After one year from the date of the latest ARM purchase or renewal, such Club member may continue to receive new release(s) for an annual renewal fee of \$300.

Annual Dues: Certain member benefits will be available to Club members who keep their membership current by paying the annual renewal fee of \$300. This includes, for example, software and subscription discounts and releases of new proprietary Club software.

Access to Nirvana Club Proprietary Information: Nirvana Club members shall have access to the Nirvana Club web site and the information posted there. The Membership Directory is provided to Club members for their personal use only. Direct mail, multiple unsolicited emails (spam) and all business uses of the Nirvana Club Membership Directory are strictly prohibited. Applicant agrees to abide by the Club Rules posted at www.thenirvanaclub.com.

The Ultimate Trading Machine (also called, "UTM") is Nirvana's name for a subsequent revision of ARM Technology showing a measured forward-test accuracy of 80% with a measured Reward:Risk ratio of 3:1. The objective of this product is to facilitate unattended "robot" trading using a personal computer. There is no guarantee that this product will be created, but if it is, only Nirvana Club members will have access to it. The cost of this product has not yet been determined.

Membership Term & Transferability

Anyone who is accepted into the Nirvana Club shall be a member for life. Nirvana Club members may transfer their memberships to their heirs or to any natural person, provided said person submits a Nirvana Club Membership Application, and said person is not affiliated with any competing interest of Nirvana Systems (see **Affiliation with Competing Interests**). However, members may not publicly advertise or in any way solicit their Nirvana Club membership for sale.

Fitness for Use

OmniTrader, VisualTrader and ARM Technology are intended to be used by experienced investors and traders to augment their other approaches to investing or trading. Past performance is no guarantee of future results. With respect to any software product(s) or instructional materials created, written, licensed, or sold by Nirvana Systems, or presented to the Nirvana Club membership, you must assume the entire risk of loss arising from the use of such materials for investing or trading purposes. Neither Nirvana Systems, its employees, nor its affiliates recommend any security for purchase or sale.

Membership & Payment Information

☐ Funds Membership Level **\$3,000** (reg. \$6,000) \$ _____
☐ Stocks Membership Level **\$5,000** (reg. \$10,000) \$ _____
☐ Futures & Options Membership Level **\$7,000** (reg. \$11,000) \$ _____

Futures level members
receive Strategies for
Futures and Stocks.

Subtotal \$ _____

Texas residents, add 8.25% sales tax \$ _____

Total \$ _____

☐ Check Enclosed (U.S. funds, paid through a U.S. bank)

☐ Visa ☐ MasterCard ☐ Discover ☐ Amex: Card #: _____ Exp. _____

Signed: _____ Accepted: _____

(Applicant) _____ (Nirvana Systems) Title: _____

Date: _____ Date: _____

Where applicable, this agreement will be construed and interpreted according to the Laws of the State of Texas.

ELECTRONIC SIGNATURE. This Acknowledgment and Certification of Understanding ("Acknowledgment") is to let you know that by submitting an electronic signature, you are providing an electronic mark, that is held to the same standard as a legally binding equivalent of a handwritten signature provided by you. For purposes of the acknowledgment, a digital mark is considered a typed legal First and Last name (legal name may include middle name, initial or suffix) followed by the typed date. Any document requiring an electronic signature may contain a signature acknowledgment statement provided in the same area requiring the electronic signature.

*ARM Technology refers to the current release(s) of ARM2, ARM3, ARM4, ARM5 and any subsequent version which may be currently available to the Nirvana Club and support by Nirvana Systems. Nirvana Systems reserves the right to phase out support of older ARM versions.

Fax completed application to: 512-345-4225, or email (without credit card number) to sales@nirvsys.com. You will receive email verification that your application has been received and is being processed.

*Nirvana Club Membership Application & Agreement,
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