



COSMIC SPECULATOR Customer SALES AGREEMENT

This Sales Agreement (the "Agreement") is made by and between the undersigned,

_____ having an address at
_____ ("Customer"); and

COSMIC Speculator, Inc. ("CSI"), a Nevada corporation having its address at 10210 W. Flamingo, 4-224, Las Vegas, NV 89147 ("CSI" and together with "Customer", the "Parties").

RECITALS

WHEREAS, Customer wishes to become a client of CSI by subscribing for access to the COSMIC Speculator Forecast and Alert Service (the "Service"), an electronic trading platform for use in U.S. commodity futures markets.

AGREEMENT

NOW THEREFORE, in consideration of mutual promises set forth herein, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated in and made part of this Agreement.
2. **Service Subscription.** Customer hereby subscribes for the Service and agrees to pay the fees specified in **Paragraph 3** below. **CSI** agrees to deliver to Customer access to the Service and on-line customer support at support@COSMICspeculator.com under the terms and conditions of this agreement. On-line customer support will be available at a minimum, during times when U.S. commodities and futures markets are open.
3. **Access Fees.** As compensation for subscription to the Service and customer support provided by **CSI** hereunder, Customer agrees to pay:
 - (a) a one-time initial access fee of **U.S. Five Thousand Dollars (U.S. \$5,000)** upon execution of this Agreement, which shall include access to the Service and on-line customer support for a period of one (1) year from the date of this Agreement; or
 - (b) a quarterly payment plan for initial access fee of **four payments each being U.S. One Thousand Eight Hundred Dollars (U.S. \$1,800)**. **First** payment is due upon execution of this Agreement. The following three payments are due every three months on the 1st day of each new quarter for one year. **Beginning** upon execution of this Agreement, Customer access shall include Service and on-line customer support for a period of one (1) year from the date of this Agreement; and
 - (c) An annual access fee of **U.S. One Thousand Nine Hundred and Ninety-nine Dollars (U.S. \$1,999)** for each subsequent year of subscription and on-line customer support, which annual access fee shall be due and payable on the anniversary date of this Agreement.
4. **Management of Payment.** The initial Service fee hereunder shall be payable to the order of **COSMIC Speculator, Inc.** and to be collected by **CSI**.



(a) Initial Service Payment(s) to be mailed to: PO Box 370938

Las Vegas, Nevada 89137

Attn: R.V. Rueb

5. Non-Renewal and Cancellation. Customer may elect to not renew or cancel access to the Service, at any time, by written notice given to CSI; provided, however, ***no portion of the initial or any annual access fee paid by Customer shall be refundable.*** If customer selects the quarterly initial service payment plan, CSI assumes payments will be made on or before the 1st of each month per quarter based on service start date. If payment is not made within six business days from start of quarter, Service will be cancelled.

6. Disclaimer of Liability. Neither CSI or its' Service sellers/markets nor any of their respective shareholders, members, officers, managers, directors, employees, agents, parents, affiliates, and controlling persons shall not be responsible or liable for any losses, claims, damages, or expenses (including, but not limited to, loss of profits, loss of interest or other earnings, loss of use, or direct, indirect, incidental or consequential damages or punitive, exemplary or aggravated damages), resulting from:

(a) Any error, failure, fault, act of negligence or omission, or misconduct of Customer;

(b) Customer's use of or inability to use the Service;

(c) Any unauthorized use of the Service;

(d) Any action taken by or on the instruction of any exchange, clearing house or regulatory authority;

(e) Failure of power, transmission or communication facilities;

(f) Any error, failure, fault, inadequate performance, or non-performance, malfunction, delay, omission, maintenance or inaccuracy, suspension or termination:

(1) resulting from any computer, hardware, equipment, software, network components, telecommunication systems, servers or any order routing system utilized in connection with the Services;

(2) preventing, interrupting or interfering with entry, sequencing, cancellation or execution of orders by a Customer (a "**Customer Transaction**"), including systems failures, malfunctions, communication failures, equipment or software failures or malfunctions, system access, system capacity, high Internet traffic demand and security breaches; or

(3) resulting from error, omission or delay in the report of transactions, quotations, prices, exchange rates or other market or transaction information;

(g) Any damage to Customer's computer, software, modem, telephone or other property resulting from Customer's use of the Service;

(h) any cause or causes over which CSI does not have direct control including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, bugs, errors, configuration problems or incompatibility of computer hardware or software, failure or unavailability of Internet access, problems with Internet service providers or other equipment or services relating to Customer's computer, problems with intermediate computer or communications networks or facilities,

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problems with data transmission facilities or with telephone or telephone service, unauthorized access, failure of public transportation, common carrier communication or utility systems, severe weather, earthquakes and strikes or other labor problems beyond its control;

(i) any "**force majeure**" which shall mean war, terrorism, insurrection, riot, strike, act of God, fire, flood, extraordinary weather conditions, accident, action of government authority, enemy action, civil disturbance, rebellion, explosion, lockout, action of exchange, clearing house or clearing organization, or the insolvency, bankruptcy, receivership, liquidation or other financial difficulty of any bank, clearing broker, exchange, market, clearing house or clearing organization; or

(j) Any adverse tax implications of any Customer Transaction effected in accordance with Information (as hereinafter defined) generated by the Service. Customer shall be responsible for all Customer Transactions entered on Customer's behalf in accordance with Information generated by the Service and Customer shall be fully liable for the settlement of all Customer Transactions. The disclaimers of liability herein shall apply regardless of the form of action and for see ability of the liability, loss or damages.

7. No Warranties. Customer understands and agrees that the Service is provided "as is" and without warranty of any kind by CSI or any of its' sellers or marketers. Notwithstanding the efforts of CSI to make the Service secure, Customer acknowledges that the Internet is inherently insecure and that all data and transfers that occur openly on the Internet and can be monitored, intercepted, rerouted, copied and read by others. Neither CSI nor its' sellers or marketers shall have any liability if data transfers to or from the Services are monitored, intercepted, rerouted, copied, or read or for the use thereof by others, or if privacy is not maintained. There is no warranty of merchantability, no warranty of fitness for a particular purpose, no warranty of non-infringement nor any other warranty of any kind, express or implied, regarding the information or any aspect of the Service or related Services or information. Neither CSI nor its' sellers or marketers provides any warranty for the accuracy, completeness, or timeliness of the Service, related services and information.

8. Service Information. Information provided through the Service ("**Information**") has been obtained from third parties, exchanges and other information services not related to CSI, including, but not limited to, financial markets, information services, exchanges and other service providers (collectively "**Information Providers**"), through sources believed to be reliable, but the accuracy, completeness or timeliness of the Information cannot be guaranteed by CSI, the Information Providers or any party transmitting the Information (the "**Information Transmitters**"). Neither CSI, the Information Providers, or the information transmitters, shall have any liability, contingent or otherwise, to Customer for any reliance by Customer on the Information, for the timeliness, accuracy or completeness of the Information, or for any actions taken or decisions made by Customer in reliance on the Information or the Services. Customer agrees to use any Information provided Service via the Service solely for Customer's use in connection with Customer Transactions and Customer shall not furnish, redistribute or retransmit quotes or other Information to any third party without CSI's prior written consent.

9. Governing Law Venue. This Agreement shall be governed under laws of State of Nevada without regard to conflicts. Exclusive jurisdiction and venue for any dispute arising under this Agreement shall be the Federal and state courts of appropriate jurisdiction Clark County, Nevada.

10. Assignment. Customer hereby agrees that this Agreement and all the terms thereof shall be binding upon Customer's heirs, executors, administrators, personal representatives, successors and assigns. Customer may not assign the rights and obligations hereunder without first obtaining prior written consent of CSI. This Agreement shall inure to the benefit of CSI's successors and assigns.

11. Modifications to the Agreement. CSI has the right to modify Agreement in any way at any time and CSI will provide Customer with notice of such.

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12. **Notices.** Notices under this Agreement must be in writing and shall be deemed duly given to the parties, upon delivery, to the addresses set forth above.

13. **Cancellation Policy. CUSTOMERS ARE NOT ELIGIBLE FOR REFUNDS UNDER ANY CIRCUMSTANCES.**

Subscription to the Service does not require the Customer to trade, nor does it require the Customer to open or use a trading account. CSI understands it is the right of the Customer to use or not use the Service once subscribed for. There will be no cancellations for any reason after signing this Service Agreement other than the standard seventy-two (72) hour right of rescission. This right begins at the time of purchase and does not exclude weekends.

The, request to cancel, must be made in writing as provided by law and received in CSI's office no later than Midnight on the 3rd (Third) business day after the signing of this Agreement. Customers may decide to no longer use or temporarily pause in usage of the Services however not using the Service at any time after is not grounds to receive a refund and there will be no refunds of the initial or annual access fees.

Customer must complete and sign the following agreement form prior to Service agreement activation. CSI must receive this agreement signed prior to activation as well. In addition, Customer must sign also sign the COSMIC Risk Disclosure and Terms of Service to indicate he/she has read such disclosure.

Name:	_____
Address 1:	_____
Address 2:	_____
City, ST, Zip	_____
Phone:	_____
eMail:	_____

By signing and sending this agreement, I agree to all of terms and conditions stated herein and I further acknowledge that it is my desire to subscribe the Service. Furthermore, I understand that payment of the initial access fee for the Service will be made immediately upon signing this Agreement and there will be NO refunds for any reason. I understand Service will not be authorized until payment is received in full.

Signature _____ Date _____

ACCEPTED by:

CSI Authorized Representative

Date: _____



Risk Disclosure and Terms of Agreement Brief. The full document is available and to be viewed at:

www.cosmicspeculator.com/disclosure. **NOTE-** past performance does not guarantee future results and no such claims are being made or implied. Systems connection and subscription access fees may apply. The Services performance shown does not consider exchange fees or commissions. All Demo accounts used to display the performance results of those trades for use in conveying to you the value of the system and All examples presented on www.COSMICSpeculator.com are hypothetical. However, the trades given by the Service are trades conceived by the systems in the real-time mode. "Hypothetical or simulated performance results have certain inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading. Also, since the trades have not actually been executed, the results may have under-or-over compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated programs 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 or is likely to achieve profits or losses similar to those shown. **THE RISK OF LOSS IN TRADING CAN BE SUBSTANTIAL.YOU SHOULD THEREFORE CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU.**

COSMIC Risk Disclosure and Terms of Service

By signing the COSMIC Risk Disclosure and Terms of Service, I agree I have read such disclosure and do not hold CSI and or its authorized agents responsible as defined in Customer Service agreement.

Signature _____ Date _____