



EXHIBIT A TO COSMIC SPECULATOR CLIENT SALES AGREEMENT

Risk Disclosure and Terms of Service

It is estimated that over 90% of investors who attempt to trade commodity futures lose money! Some say actual statistics indicate a failure rate as high as 97%. We don't know exact statistics, but do BELIEVE first hand THAT trading is HARD, complex and tough to master!

Before moving forward with action to place funds at risk, we recommend investors take time to visit the [Commodity Futures Trading Commission](#) ("**CFTC**") website. CLICK LINK before trading.

Trading commodity futures is not suitable for everyone. You trade at your own risk. Trading commodity futures involves considerable risk of loss and could result in significant loss. It is expected that users of information contained in this website do so under their own due diligence when it comes to making trading decisions. As a condition of your continued access to this website and any services offered by us, you agree that we are not liable for any losses you sustain as a result of any information provided by us.

Information provided on this website is of the nature of general commentary only and neither purports nor intends to be specific trading advice. It has been prepared without regard to any particular person's investment objectives, financial situation and/or particular needs. Information should not be considered as an offer or enticement to buy, sell or trade. You should seek appropriate advice from your broker or financial advisor before taking any action.

We provide performance data; however, past performance is not indicative of future results.

Our website may contain hypothetical performance information. Please read carefully the [Commodity Futures Trading Commission](#) required disclaimer regarding hypothetical results below.

HYPOTHETICAL PERFORMANCE RESULTS HAVE MANY INHERENT LIMITATIONS, SOME OF WHICH ARE DESCRIBED BELOW. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN; IN FACT, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL PERFORMANCE RESULTS AND THE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR TRADING PROGRAM. ONE OF THE LIMITATIONS OF HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY ARE GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL TRADING DOES NOT INVOLVE FINANCIAL RISK, AND NO HYPOTHETICAL TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK OF ACTUAL TRADING. FOR EXAMPLE, THE ABILITY TO WITHSTAND LOSSES OR TO ADHERE TO A PARTICULAR TRADING PROGRAM IN SPITE OF TRADING LOSSES ARE MATERIAL POINTS WHICH CAN ALSO ADVERSELY AFFECT ACTUAL TRADING RESULTS. THERE ARE NUMEROUS OTHER FACTORS RELATED TO THE MARKETS IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC TRADING PROGRAM WHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICAL PERFORMANCE RESULTS AND ALL WHICH CAN ADVERSELY AFFECT TRADING RESULTS.

Futures and Options trading has large potential rewards, but also is subject to large potential risk of loss. You must be aware of the risks and be willing to accept them in order to invest in futures and options.

COSMIC Speculator

Don't trade with money you can't afford to lose. This is neither a solicitation nor an offer to purchase or sell any investment. No representation is being made that any account will or is likely to achieve profits or losses similar to those discussed on this website.

The COSMIC Speculator is not a licensed broker, broker-dealer, market maker, investment banker, registered investment advisor, analyst, Commodity Trading Advisor, or underwriter. COSMIC Speculator, Inc. is licensed by the State of Nevada and Clark County to do business as a consultant.

Our discussions contain forward-looking statements that involve risks and uncertainties. The actual results could differ materially from descriptions given. There is a risk for substantial loss from engaging in trading. Material and commentary provided is for information purposes only and should not be construed as an offer or solicitation of an offer to buy or sell any investment. The companies discussed in our commentary have not approved any statements made by us.

The COSMIC Speculator has not been compensated by any of the companies listed herein, or by their affiliates, agents, officers or employees for the preparation and distribution of any materials. The COSMIC Speculator and/or its affiliates, officers, directors and employees may or may not buy, sell or have a position in the investment discussed in the material offered.

While the information and statistics on the website are believed to be complete and accurate, we cannot guarantee their completeness or accuracy. We have not undertaken to verify the completeness or accuracy of any of the information and statistics provided by third parties. As a term and condition of your use of this website, you expressly hold us harmless and waive any claim you have or may have as a result of any of the information and statistics provided by third parties contained on this website being incomplete or inaccurate.

Website Operator: This website is owned and operated by The COSMIC Speculator, Inc. [hereafter referred to as "COSMIC"], a Nevada Corporation. Access to and use of this website is subject to the following terms of use and all applicable laws. Any information provided on this website, or any of the sites or services to which it is linked, is provided by way of an information or educational service. The use of these services is a specific acceptance that you signify your consent to these terms of use and recognize that any use you make of these services is totally at your own responsibility. As a condition of your continued access to this website and any services offered by us, you agree that we are not liable for any losses you sustain as a result of any information provided by us.

Copyright © 2001-2009 by COSMIC. All rights reserved. Printed in the United States of America. Except as permitted under the United States Copyright Act of 1976, no part of this publication may be reproduced or distributed in any form or by any means, or stored in a database or retrieval system, without prior written permission of the publisher.

Links to Third Parties: In order to help traders find useful information, COSMIC operates a portal and provides links to services of third party vendors, which are not under the control of COSMIC. Any information provided on this website or any of the sites or services, to which it is linked, is provided by way of an information or education service. Your using of these services is a specific acceptance that you signify your assent to these terms of use and recognize that any use you make of these services is totally at your own responsibility. COSMIC is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made by any third party vendors. By using this site any user



recognizes that these links are provided as a convenience and a service and holds COSMIC and any and all of its affiliates and or subsidiaries harmless and free of any responsibility in respect of those services. The inclusion by COSMIC of such links does not imply that COSMIC endorses or accepts any responsibility for the content or uses of such services of third party vendors.

Copyright Protection: You should assume that everything you see or read on this site, including without limitation all text, graphics, downloadable files, information, software and other materials (collectively, the "Content"), is copyrighted unless otherwise noted and may not be used except as provided in these terms of use or in the text on the site without the written permission of COSMIC. This means that you may not: distribute any of the Content to others without the express written permission of COSMIC; "mirror" or include any of the Content on your own server or documents without the written permission of COSMIC; or modify or re-use any of the Content on this site. You may: print copies of the Content for your own personal use; store the files containing the Content on your own computer for your personal use only; and reference hypertext documents on this server from your own documents. COSMIC neither warrants nor represents that your use of Content displayed or downloaded from its sites will not infringe rights of third parties not owned by or affiliated with COSMIC.

Downloads: When you download anything from this site, the downloaded Content is licensed to you by COSMIC pursuant to these terms of use. COSMIC does not transfer title of the Content to you. You own the medium on which the downloaded Content is recorded, but COSMIC retains full and complete title to the Content, and all intellectual property rights therein. You may not redistribute, sell, recompile, reverse engineer, disassemble, or otherwise reduce the Content to a human-perceivable form.

No Liability or Warranties: Your use of and browsing in this site are at your own risk. Neither COSMIC, any of its agencies, nor any other party involved in creating, producing, or delivering this site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, this site. Without limiting the foregoing, everything on this site is provided to you: "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. COSMIC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS ON THE SITE WILL BE INTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COSMIC SHALL HAVE NO LIABILITY WHATSOEVER FOR INTERRUPTIONS ON THIS SITE, INACCURACIES OF INFORMATION OR DEFECTS ON THIS SITE REGARDLESS OF THE LOSS YOU INCUR THEREBY. COSMIC also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, you computer equipment or other property on account of your access to, use of, or browsing in this site or your downloading of any Content from this site.

Information Supplied by You: Any communication or material you transmit to this site by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as, non-confidential and nonproprietary. Anything you transmit or post becomes the property of COSMIC or its affiliates and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting, without compensation to you. Furthermore, COSMIC is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to this site for any purpose including, but not limited to, developing, manufacturing and marketing products using such information, without compensation to you.



Discussion Areas : Although COSMIC may from time to time monitor or review discussions, chats, postings, transmissions, and the like on this site or later added to the site, COSMIC is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation. Libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on this site. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. COSMIC will fully cooperate with any law enforcement authorities or court order requesting or directing COSMIC to disclose the identity of anyone posting any such information or materials.

Updates: COSMIC may at any time revise these terms of use by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current terms of use to which you are bound.

Jurisdiction: This site is controlled and operated by COSMIC from its offices in the State of Nevada, USA. COSMIC makes no representation that materials in this site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. These terms of use shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to any principles of conflicts of law. If any provision of these terms of use shall be deemed severable and shall not affect the validity and enforceability of remaining provisions.

I have read and understand the foregoing information and disclosures:

Print Name: _____

Signature: _____

Date Signed: _____