Automated Trading Liability Waiver

This **Automated Trading Liability Waiver** (hereinafter known as "Agreement") is entered into on this date between the undersigned User (herein after known as "User") and Nirvana Systems, Inc. (herein after referred to as "Company".) In return for the good and valuable consideration of the use of the Company's software product known as OmniPilot, User hereby agrees to the following.

1. **Automated Trading Defined**. The term "Automated Trading" means the process of allowing OmniPilot to direct OmniTrader Professional and/or VisualTrader Professional to place trades with one or more actual brokerage accounts, such that funds are at risk in the market as a result of such trading activity.

2. **Acknowledgement of Risk by User.**   User hereby affirms that he/she has investigated and understands the risk of loss associated with Automated Trading. Risk of loss includes but is not limited to: (a) loss of computer connection to the internet, (b) computer hardware or software failure of any kind, (c) poor performance of any trading strategies, systems, trade plans or other components, (d) trade execution failures, (e) the program's inability or failure to place protective broker stops on any position, (f) broker disconnections, (g) failure of the software or system to reconnect to a broker (g) errors or omissions in the OmniTrader, VisualTrader or OmniPilot software or scripts, (h) inability of User to properly configure and use OmniPilot for any purpose, (i) Acts of God, and (j) any other circumstance or failures not listed above that result in one or more losses.

3. **No Warranty.** The OmniPilot software is provided on an "as-is" basis with no warranty whatsoever, either expressed or implied, as to fitness of use for any trading activity or purpose. User agrees that his/her only recourse in the event of a failure of the software to perform any function is to cancel this Agreement and discontinue use of OmniPilot, and/or return the OmniTrader Professional and/or VisualTrader Professional software to Company for refund of purchase price, provided User is still within the stated return period.

4. **Indemnification.** In return for the issuance by Company of an individual License Key for the purpose of operating and using OmniPilot, User accepts all risk of loss in his/her brokerage account as a result of such use or operation of OmniPilot and agrees to indemnify and hold harmless Nirvana Systems, Inc., its officers, employees, heirs or assigns against any and all losses suffered as a result of the use or operation of OmniPilot. User agrees not to transfer, sell, or provide OmniPilot to any other individual or entity, or trade another individual's or entity's brokerage account using OmniPilot, unless said individual or entity has executed a separate copy of this Agreement.

5. **Duration of Agreement.** This Agreement shall remain in effect in perpetuity, for as long as User, his or her heirs or assigns operates any version of the OmniPilot software.

Agreed this _____ day of _____ , 20_____ .

_____   _____
Name of User (printed)   User Signature

Customer Number: _____