

# OptionsWest

## Pro Investor Package Agreement

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The Pro Investor Package includes the three items listed below.

### 1. Phase 1 of the Pro Investor Package includes the eight classes listed:

1) Successful Investing 101	(3) Hour Class	Valued @ \$1,000.00
2) Options Trading 101	(3) Hour Class	Valued @ \$1,000.00
3) Covered Call Concepts	(3) Hour Class	Valued @ \$1,200.00
4) Covered Call Trading	(3) Hour Class	Valued @ \$1,200.00
5) Covered Call Workshop	(3) Hour Class	Valued @ \$1,200.00
6) TradeView Options Investor	(3) Hour Class	Valued @ \$1,200.00
7) Technical Analysis / Charts	(4) Hour Class	Valued @ \$1,500.00
8) Successful Stock Investor	(4) Hour Class	Valued @ \$1,500.00

These eight comprehensive investment classes form the core of Phase I of the course.

**Phase 2 of the Pro Investor Package includes (12) meetings, held once each month. These one hour meetings are known as the Investor Super Sessions.**

(12) Investor Super Session Classes      () Hour Meetings    Valued @ \$ 600.00

### 2. TradeView Software License

➤ TradeView Software License      Valued @ \$700.00

### 3. OptionsWest Trading Service

➤ OptionsWest Trading Service    1 year subscription \$100.00/month    Valued @\$1,200.00

OptionsWest eight investment classes and the twelve Investor SuperSession classes are valued at \$10,400 US dollars.

TradeView Software is valued at \$700.00, which includes the first year of maintenance.

OptionsWest Trading Service Membership is a monthly service valued at \$100/month.

**The total value of the Pro Investor Package is \$12,300 US dollars.**

*The Pro Investor Package includes free repeats ... allows you to take any class as often as you wish within a (2) year time frame. Free Refills!*

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## The “Pro Investor Package”

has a current introductory discounted price of **\$8,300.00** US dollars.

This is a savings of **\$4,000.00** off the full valued price.

This introductory discount is currently available through **12-31-2016**.

## **Student Information**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

## **Terms of the Agreement**

This is an agreement between OptionsWest and an individual, \_\_\_\_\_.  
Full Name

### **1. The OptionsWest Successful Investor Series**

#### **Phase 1 Eight Core Classes Provided**

Phase One includes eight comprehensive classes that provide the ground work for learning to trade Covered Calls and Stocks. In consideration for the tuition paid, OptionsWest will provide the eight courses listed on page 1 of this agreement. These eight courses are a minimum of three (3) hours, with the possibility that a few of the classes may extend up to (4) hours. The course content in these classes is dynamic and updates and additions are made as the opportunity or need arises.

#### **Phase 2 Twelve Investor Super Session Classes Provided**

Included in the Pro Investor Package are the twelve monthly Super Session forum classes that make up Phase Two of the OptionsWest education. The Super Session meetings present the monthly trading details of the EquiFund and include time for Q&A, sharing of investing ideas, practice trading, and time for personal coaching with an instructor. These Super Sessions meet once each month and last for about an hour. To continue with the monthly Super Session meetings after your initial year, you just need to sign-up for the monthly OptionsWest Trading Service to remain eligible to attend.

### **2. Class Workbooks Provided**

A workbook will be provided with each of the Phase One classes you take. This workbook will consist of the details of the materials presented in each class. One of the classes is a hands-on labs and will have an abbreviated workbook. These workbooks are valuable and contain the complete contents of the OptionsWest course material. The Super Session forum meetings do not have workbooks.

You agree not to share these books with individuals who are outside your immediate family and are not students of OptionsWest. Discounted tuition is available for immediate family members. ( See Family Discounts below )

### **3. Class Scheduling**

Classes are scheduled at various times and days of the week in an attempt to meet the needs of students. The class schedule will be posted on the website. Since our instructors are active traders, teaching classes during market hours is not always workable.

#### **4. TradeView Software**

TradeView trade management software is required for classes #3 through #8. This software is licensed to the user with an annual maintenance fee of \$100 US dollars. The detailed use of this software is taught in the sixth class of this series. Updates and additions to the software are available to licensed users as they are offered. Individuals who are not OptionsWest students or subscribers to the OptionsWest Trading Service membership are not eligible to purchase TradeView.

#### **5. OptionsWest Trading Service Membership Subscription**

This service provides an educational opportunity for observing trades that OptionsWest makes in its example educational trade accounts. The Trading Service information is available through a special password protected link to the Members area of the OptionsWest website. The service is a monthly subscription at a fee determined by OptionsWest. You must have a current credit card on file for this monthly subscription service.

This monthly service includes access to an array of reports.

##### **1) Email Trade Alerts for the EquiFund**

This email service alerts members of trades that we are making in three example accounts that we share with clients: Our EquiFund, Blue Sky Account, and the Active Trader Account. We also share covered call trades that we are looking at and /or placing in the EquiFund. These alerts are shared in a timely manner, usually within 15 minutes or less of their placement.

##### **2) Daily Covered Call Listing Sheet**

This is a daily listing of "potential" Covered Call trades. This listing is a good educational and functional tool and starting point for reviewing and determining the risk level in possible trades.

##### **3) EquiFund Trade Log**

This detailed log chronicles every decision and step taken and all the management moves for trades made in the EquiFund. This log is updated within 30 minutes of each move, including the initial purchase.

##### **4) Daily Rocket Report**

The Daily Rocket is an email report that is sent out each day after market close recapping the current market status as well as any management moves made in the EquiFund, the Blue Sky account, and the Active Trader account. It also includes comments on the market environment and thoughts on specific investment positions. This report has been a great learning tool for our clients. Below is a sample of a Daily Rocket email report.

##### **5) OptionsWest Oscillator Graphic**

This graph shows the over-bought or over-sold condition of the general market. It is a very helpful gage on what level of risk to take in placing trades within the scope of an account.

##### **6) Volatility Squeeze Report**

This weekly report lists all the Volatility Squeezes that we are watching. V-Squeeze trades are a consistently successful trading strategy we employ and we use this list to place active trades.

##### **7) Weekly Market Report**

This weekly report is an overall view of the market demographics and sentiment. It also shares our thoughts on where we think the market is headed in the short term and why.

##### **8) Chart of the Week**

We choose a single chart each week that represents a stock that is working well. This is a stock that is obviously under accumulation by the institutions and is an investment opportunity.

##### **9) Sector that are Working**

Institutional money moves from sector to sector as market forces dictate. Following the money is a good way to have consistently profitable trades. This weekly report lists sectors that are working and sectors that are not working.

**10) Charts that are Working ( Momentum Stocks )**

This weekly report lists stocks that have charts that are technically in a sweet spot. Technical traders love a good looking chart, they know it will make them money. We trade from these reports.

**11) Active Trader Account Log**

This log is a picture of the trading history and present positions that we are trading in our Active Trader account.

**12) BlueSky Trading Account Log**

This log is a picture of the trading history and present positions that we are trading in our BlueSky account. This account only trades the market on major pull backs in the S&P 500 and is becoming a favorite among our clients.

**13) The Sweet List**

This is a list of stocks that are on our target list for making stock trades. We put this list together a few times each month as the market ebbs and flows.

**14) Stock 400 List**

This is a list of 400-450 stocks broken down by sector that we feel are a good representation of the trading vehicles that the big funds use to make investments. These are the stock we always trade when looking for good investment s as well.

**15) The Learning Center**

The Learning Center area of the members website has explanations and instructions on specific approaches and rules we follow when placing investments in the market.

**6. OptionsWest Website**

The OptionsWest.com website is a marketing information site, as well as a source for checking class schedules. The website contact link is also a good avenue to contact us with questions and/or requests.

**7. OptionsWest Website Members Area Access**

As an enrolled student taking at least one class, or a client that is currently subscribing to the OptionsWest Trading Service, you will have access through a specific Login and password to the Members Only area website. This site has a significant amount of helpful information and trading tools to help you become a successful trader.

**8. Pro Investor Package “Paid in Full” Policy**

The full benefits of the Pro Investor Package discount price (\$8,300) are only available to students who pay for the package in full, before classes begin.

**9. Family Discounts**

Immediate family members ( Husband, Wife, or children under 21 ) are eligible for a discounted tuition. With a full paying Pro Investor Package member, immediate family can take the full course for \$500. This covers the cost of the additional course materials and administration.

**10. Class Repeat Policy**

All of OptionsWest classes come with a “free refills” policy. You may re-take classes that you have paid for as many times as you wish within a two year time frame, beginning with the date of your first class. The Pro Investor Package purchase allows you to re-take any of the eight classes within the two year period.

**11. Course Warranty Policy**

If you realize within the first 30 days that this course of instruction is not something that is going to be a benefit, you may request a full refund of the course tuition. After 30 days you may request a 50% refund. All course materials must be exchanged for your refund.

## **12. Copying Class Materials**

The OptionsWest Workbooks and class materials are copyrighted materials and are not to be copied or disseminated in any form, hard copy or digital.

## **13. Obligation to Maintain Your Privacy**

OptionsWest does not share your personal or financial information or data with anyone, agency, or business entity. Your personal and financial information is held in strictest confidence and is protected.

## **14. Information Security/Disclosure or Release of Personal Information**

All OptionsWest employees and consultants are advised that all customer information is confidential and may not be divulged without proper authorization. OptionsWest maintains physical, electronic and procedural safeguards that meet or exceed industry standards to protect your information. OptionsWest uses firewalls and other security technology to protect OptionsWest's network and systems from external attacks. OptionsWest continually assesses new technology to update information security systems. Your account information is protected. OptionsWest does not sell, license, lease or otherwise disclose non-public personal information to third parties for any reason, except as permitted by law as described below. OptionsWest will share information with business partners, other clearing firms, service suppliers, and agents if that information is required in order to provide products or services to you through OptionsWest. OptionsWest may disclose information to law enforcement and other government or self-regulatory agencies to serve a clear public interest and fulfill our public duty such as to protect against fraud, money laundering or other criminal activity. OptionsWest may release information per your prior written consent such as your credit history with us to other lenders or credit bureaus in order to support the credit approval process. Except as permitted, as stated above, OptionsWest does not share information about you with third parties, so no opt out is needed on your part.

## **15. Stocks Mentioned in our classes are for educational purposes only and are not express recommendations**

The stocks and trades that we discuss in our educational setting are for educational and learning purposes only, they are not to be construed as stock picks or stock trade recommendations. Our Daily Covered Call Listing and our daily email alerts are also for educational purposes only and are not express recommendations. Although this information can be helpful in allowing the student to learn and practice successful trading, each individual must make his or her own decisions about investing in specific stocks or other equities

## **16. Information We Collect**

All OptionsWest employees and consultants are advised that all customer information is confidential and may not be divulged without proper authorization. OptionsWest maintains physical, electronic and procedural safeguards that meet or exceed industry standards to protect your information. OptionsWest uses firewalls and other security technology to protect OptionsWest's network and systems from external attacks. OptionsWest continually assesses new technology to update information security systems. Your account information is protected. OptionsWest does not sell, license, lease or otherwise disclose non-public personal information to third parties for any reason, except as permitted by law as described below.

## **17. Breach**

Without limiting other rights or remedies set forth in this Agreement or as otherwise available by law, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access to the website or the Materials in whole or in part: (a) if you breach this Agreement; (b) if we are unable to verify or authenticate any information you provide to us, should we elect to engage in such verification; or (c) if we believe in our sole discretion that your actions may cause legal liability for you, other users, us or third parties.

## 18. No Guarantee that you will make money

YOU UNDERSTAND AND AGREE THAT: (I) THERE IS NO GUARANTEE THAT YOU WILL SAVE OR MAKE ANY MONEY USING THE RESOURCES OR METHODOLOGIES THAT WE HAVE DESCRIBED IN THESE CLASSES OR IN THE MATERIALS OR THE WEBSITE; (II) THOUGH THE TESTIMONIALS ARE FROM REAL PEOPLE WHO HAVE USED AND BENEFITED FROM OUR MATERIALS, EACH TESTIMONIAL REFLECTS UNIQUE CIRCUMSTANCES THAT MAY NOT BE APPLICABLE TO YOUR SITUATION (III) EXAMPLES IN THESE MATERIALS WE DISCUSS ARE NOT TO BE INTERPRETED AS A PROMISE, WARRANTY OR GUARANTEE THAT YOU WILL SAVE OR MAKE MONEY BY USING OUR MATERIALS AND (IV) THE ACTUAL FINANCIAL BENEFIT YOU EXPERIENCE, IF ANY, IS BASED ON FACTORS OUTSIDE OF OUR CONTROL.

YOUR LEVEL OF SUCCESS IN ATTAINING THE RESULTS CLAIMED IN OUR MATERIALS OR THE SITE DEPENDS ON THE TIME YOU DEVOTE TO THE PROGRAM, IDEAS AND TECHNIQUES MENTIONED, YOUR FINANCES, KNOWLEDGE AND VARIOUS SKILLS AND OTHER FACTORS BEYOND OUR CONTROL. SINCE THESE FACTORS DIFFER ACCORDING TO INDIVIDUALS AND ARE BEYOND OUR CONTROL, WE CAN NOT AND DO NOT GUARANTEE OR WARRANTEE YOUR SUCCESS, NOR ARE WE RESPONSIBLE FOR ANY OF YOUR ACTIONS.

## 19. Warranty Disclaimers and Liability Limitations

We are the owner, distributor and publisher of the audio CDs and/or software, and/or transcripts, and/or report and/or the accompanying materials. WE MAKE NO REPRESENTATION OR WARRANTIES WITH RESPECT TO THE ACCURACY, APPLICABILITY, FITNESS, OR COMPLETENESS OF THE CONTENTS OF THESE MATERIALS. The information contained in these Materials are strictly for educational or informational purposes. Therefore, if you wish to apply ideas contained in these Materials, you are taking full responsibility for your actions and are assuming all risks associated with same.

OUR MATERIALS AND OUR WEBSITE MAY CONTAIN INFORMATION THAT INCLUDES OR IS BASED UPON FORWARD-LOOKING STATEMENTS. FORWARD-LOOKING STATEMENTS GIVE OUR EXPECTATIONS OR FORECASTS OF FUTURE EVENTS. YOU CAN IDENTIFY THESE STATEMENTS BY THE FACT THAT THEY DO NOT RELATE STRICTLY TO HISTORICAL OR CURRENT FACTS. THEY USE WORDS SUCH AS "ANTICIPATE," "ESTIMATE," "EXPECT," "PROJECT," "INTEND," "PLAN," "BELIEVE," AND OTHER WORDS AND TERMS OF SIMILAR MEANING IN CONNECTION WITH A DESCRIPTION OF POTENTIAL EARNINGS OR FINANCIAL PERFORMANCE. ANY AND ALL FORWARD LOOKING STATEMENTS HERE OR ON ANY OF OUR MATERIALS ARE INTENDED TO EXPRESS OUR OPINION OF SAVINGS OR EARNINGS POTENTIAL. MANY FACTORS WILL BE IMPORTANT IN DETERMINING YOUR ACTUAL RESULTS AND NO GUARANTEES OR WARRANTIES ARE MADE THAT YOU WILL ACHIEVE RESULTS SIMILAR TO OURS OR ANYBODY ELSE'S, IN FACT NO GUARANTEES OR WARRANTIES ARE MADE THAT YOU WILL ACHIEVE ANY RESULTS FROM OUR IDEAS AND TECHNIQUES IN OUR MATERIALS.

WE shall in no event be held liable to YOU OR any OTHER party for any direct, indirect, punitive, special, incidental or other consequential damages arising directly or indirectly from any use of the materials OR WEBSITE, which ARE provided "as is", and without warranties.

OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE PURCHASE PRICE PAID BY YOU FOR THE MATERIALS OR USE OF THIS SITE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

As always, the advice of a competent legal, tax, accounting or other professional should be sought.

You agree to indemnify, defend and hold us, our subsidiaries and affiliates and each of our officers, directors, agents, employees, independent contractors and suppliers, harmless from any claim, demand, action, cost and expense, including reasonable attorneys' fees, due to or arising out of the following events: (i) your giving us any information which is inaccurate; (ii) your breach of any warranty, representation or other obligation set forth in this Agreement; (iii) your negligence or willful misconduct; (iv) your violation of any law, regulation or right of any third party; (v) any dispute or action between you and any third party, including parties selling goods or services through this Site; and (vi) your use of this website or the products or services of us or any third party, except for claims resulting solely from our negligence or willful misconduct.

## **19. Release; Covenant Not To Sue.**

You hereby release, agree and covenant not to sue us, our subsidiaries and affiliates, and our officers, directors, agents, employees, suppliers and independent contractors, from or in connection with any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with the Materials or your use of this website, other than willful misconduct or our failure to honor an express commitment posted on the website (i.e., if we fail to deliver Materials to you which you paid for). If you are a California resident, you hereby waive California Civil Code §1542, which says: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## **20. Arbitration.**

Any controversy or claim between you and us or our subsidiaries and affiliates, and our officers, directors and employees, arising out of or relating to this Agreement or your use of the website or the Materials, shall be settled by binding arbitration, before a single arbitrator, in accordance with the commercial arbitration rules of JAMS which shall administer the arbitration. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party, nor shall arbitration on a class action basis be permitted. The arbitration award shall be in writing and shall include findings of fact and conclusions of law. Judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either party may seek any interim or preliminary relief from a court of competent jurisdiction necessary to protect the rights or property of either party pending the completion of arbitration.

## **21. Taxes.**

You are responsible for paying any taxes that may be assessed or otherwise due in connection with any transactions or purchases that you make through us or the website.

## **22. General.**

Choice of Law, Headings and Non-waiver. This Agreement shall be exclusively construed, interpreted, governed and enforced in accordance with the laws of the State of California, without regard to rules governing conflicts of laws, except that in underlying transactions involving commerce, the enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The parties further agree that this Agreement shall be deemed to have been negotiated, entered into, executed and performed for all purposes within the State of California. Either party's failure to act with respect to a breach does not waive the non-breaching party's right to act with respect to subsequent or similar breaches. Severability. The invalidity of any portion of this Agreement will not affect the validity of any other provision and any such finding of invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event that any provision of this Agreement is held to be invalid or unenforceable, the parties agree that the remaining provisions will be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision. It is expressly understood, however, that the parties hereto intend each and every provision of this Agreement to be valid and enforceable and hereby knowingly waive all rights to object to any provision of this Agreement to the full extent permitted by law. Accordingly, if any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision(s) will, rather than be stricken in their entirety, be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Entire Agreement; Amendment. This Agreement and any other agreement that comes with the Materials that you purchase, contains the entire Agreement of the parties relating to its subject matter and supersedes any prior or contemporaneous agreements, negotiations, correspondence, understandings or communications, whether oral or written. This Agreement may not be modified or amended except in writing, signed by both parties, or as otherwise provided herein. Because of changes in Internet technology and practices, this Agreement and our security and other policies may change from time to time. Please consult this portion of the website for important changes to the Agreement as they occur. Unless otherwise provided in a separate written agreement between you and us, by using the website after we post any changes to this Agreement, you agree to accept

those changes, whether or not you have reviewed them, and such acceptance shall be deemed legally conclusive. If at any time you choose not to accept the terms of this Agreement, you will not use the website. This Agreement applies to your use of this website or other sites that we may own or operate in the future, unless such sites provide otherwise.

## 22. Disclaimer

There is a significant degree of risk trading in the stock and options markets. It is possible to lose money that is invested in these markets. The methods and techniques presented in this course may be profitable or they may result in a loss. Past performance is not necessarily indicative of future results and your performance may or may not achieve the rates of return demonstrated in this course. The stock examples used in this course are for educational purposes only and are not recommendations. This course is sold with the understanding that OptionsWest and its principles, employees, contractors and instructors are not engaged in providing legal, accounting, or other professional services. If legal advice or other professional assistance is required, the services of a competent professional should be sought. Although every precaution has been taken in the preparation of this course and its materials, OptionsWest assumes no liability for errors and omissions. This course is purchased without warranty of any kind, either expressed or implied. Furthermore, neither the principles, instructors, contractors, nor employees of OptionsWest shall be liable for any damages, either directly or indirectly arising from the use or misuse of the materials and information presented in this course.

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BY SIGNING YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND ARE WILLING TO BE LEGALLY BOUND BY THIS AGREEMENT. IF THIS AGREEMENT IS NOT ACCEPTABLE AND YOU ARE UNWILLING TO BE BOUND BY IT, PLEASE DO NOT SIGN THE DISCLAIMER ACCEPTANCE.

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Page 8 of 8

Agreement Acceptance \_\_\_\_\_ Date \_\_\_\_\_

Check  Credit Card  Check NO. \_\_\_\_\_ Date Paid \_\_\_\_\_

Credit Card Type    Visa     MasterCard     American Express

Credit Card # \_\_\_\_\_ Exp Date: \_\_\_\_\_

Security Code: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_