



Pro Toolset 1

Users Guide

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Overview

Thank you for recent purchase of our POLR Series of indicators for eSignal Advanced Charting Platform. This manual is designed to get you started quickly, and educate you on the proper expectation when using these tools.

These tools were not engineered to be a mechanical system. They were engineered to support discretionary traders in decision making, not to make decisions for discretionary traders. There is not a set of tools on the planet that is perfect in its interpretation of real time market dynamics.

Our POLR Series provides insight into the internal dynamics that move the Indices through a unique experience that includes both visual representation and audible alerts.

Pre Requisites

It is recommended that you are running the latest release of eSignal, as it will always provide the greatest amount of functionality in general. [Click here](#) to download the latest version of eSignal if needed. The minimal release version of eSignal at the time of this writing is release 7.9. You must be a subscriber to eSignal Advanced Charts.

As eMini traders, eSignal considers us "Power Users" and has set a minimal requirement of computing power to use their software efficiently. This is what we deem as our Minimal Requirements as well.

Power User Requirements

Windows 2000, Windows XP

2.6 GHz Pentium 4 or compatible

2 or more 17" or larger monitors with 1024x768 resolution

1 GB RAM

40 MB available hard disk space

DSL, cable modem, ISDN, T1 or T3 Internet connectivity

Microsoft Internet Explorer 6.0

Quick Start Guide

Loading the POLR Series in eSignal

Manual Application to existing Advanced Charts

There are several ways to apply our studies to your eSignal advanced charts. If you are familiar with adding studies, then you may add them to any advanced charts you like by right clicking the advanced chart, going to Formulas, then selecting eMini-Master.com, then selecting the Tool you wish to load. To learn more about eSignal advanced Charting and loading studies, [click here](#).

Please read further to understand that a few of our studies are designed to be applied to a certain chart “set up”, or combination of Symbol, Time Template and or Interval.

Using the included Page Files

We have included 2 Page files for eSignal with all of our Tools pre loaded to get you started quickly. They are titled eMini-Master PRO DUAL and PRO Single. If you are running multiple monitors, please select the PRO DUAL, as the PRO Single page file was designed for single monitor computer set ups.

The following describes the set up needed to configure our POLR series included page files for your time zone and personal settings.

Please note that these files were created for the screen resolution setting of 1024x768. If you need to adjust your resolution, go to your Windows Control Panel (start menu>settings>Control panel), then select display and adjust accordingly.

1. To load our Page files, simply launch eSignal as you normally would.
2. From your Menu Bar at the top of the eSignal (see below), select Page or Layout.

*eSignal gives users the option of displaying Page or Layout next to the File menu item. If yours says Layout, instead of page, simply click layout, and scroll down till you see Page with an arrow next to it. It will expand out to the right giving you the Page functions we will discuss.
3. Once you have navigated to the Page menu, select either eMini-Master PRO DUAL or PRO Single, which ever is appropriate for your set up.
4. It will begin to load our page file.

5. As it is loading, you will be prompted saying that “A Time Template Day Only” and or “emm_PT is being installed Do you wish to install?” There may or may not be more than one, so Say “YES” to all to install the additional time templates as needed.

That completes loading our Page files.

Page Files - Time Templates

Next we need to make a one time adjustment to the imported Time Templates for your Time Zone.

Included with the Page Files for eSignal are 2 Time Templates. They are Day Only and emm_PT.

The Day Only Time Template is designed to capture the Day Session of the Futures Markets, in particular the eMini's. It comes configured for Central Time, i.e. 8:30-15:20. IT goes until 15:20 in order to catch the “settlement” price issued by the CME a few minutes after the futures markets close @ 15:15,

The emm_PT Time Template is designed to be exclusively applied to the one minute eMini S&P 500 chart for our Program Trading studies. It is set to start 5 minutes after the cash markets open, and to end 5 minutes prior to the cash markets close, i.e. 8:35 - 14:55 Central.

1. Right click on any advanced chart. (main Chart is fine)
2. Navigate to Time Templates>> Edit. You will see the window pictured below.
3. The Time Templates, as well as our tools are designed for RTH (Regular Trading Hours) only for the American Indices. In as much, you will need to adjust these time templates to your time zone. * All tools and templates were created for the Central US Time zone, Chicago Mercantile Exchange time.
4. Follow the instructions on the image below showing the default settings. MAKE SURE THAT ONCE THE TEMPLATE IS SELECTED YOU EXPAND IT THEN CLICK ON THE DETAILS LINE BELOW THE TEMPLATE TITLE LINE, i.e. MAKE SURE THE DETAILS LINE IS HIGHLIGHTED. You will adjust the starting hour and closing hour using 24 hour Military time. See Image below.

Name	Interval	# Days	Start Time	End Time
Day Only	I-Default	Dynamic	8:30	15:20
24 Hour				
5 Day				

Click the + sign to expand. Make sure the Details line is Highlighted.

Selected Template: Day Only

Template Items

Type: Intraday Default

Interval:

Days: 0 (0 is dynamic mode)

Days Bars

Start Time: 8:30 Start/End times are only valid on intraday intervals

End Time: 15:20

Automatic Start/End

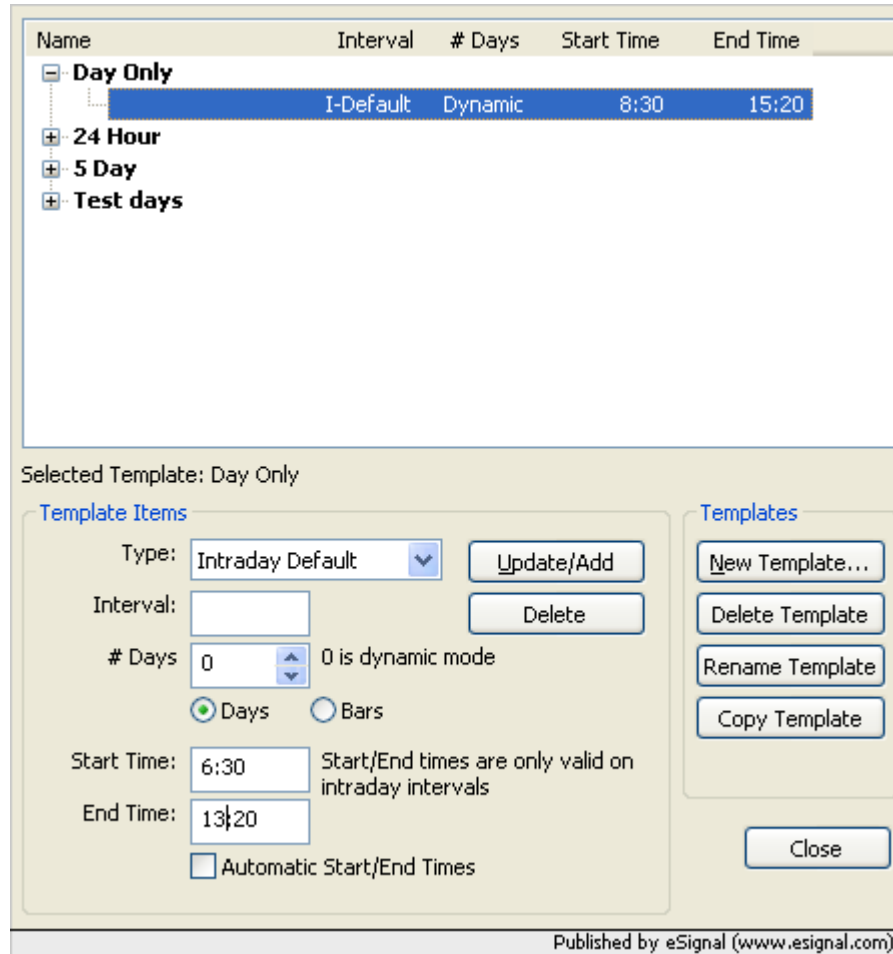
Templates

Click Update, then close

Edit Times to your time zone

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Settings being made for Pacific Time, next click update and you are done.



That completes the adjustment of your Time Templates.

Repeat as needed for the Time Template emm PT as well.

Critical Time Zones

Next, we need to set our Critical Time Zone Module. This is a one time setting.

Right click on MAIN chart (or the Chart that you have loaded the PRO Critical Times study on), navigate to and click "edit studies".

That will bring up the Study Properties window. At the very top of this window is a drop down box, select PRO Critical Times by scrolling down. (See below)

This module was designed to work on a 3 minute chart only, although you can adjust the settings for other time intervals as long as the time settings are divisible by your charts interval. Sound confusing? Let me explain.

If you set Time1 for 8:50 central time and apply that to a 3 minute chart, then you WILL NOT receive that alert because 20 minutes (Time1- Market Open=20 minutes) is not divisible by 3. It would work fine on a five minute interval. You will need to adjust the 14 pre programmed Key Reversal Times by selecting the appropriate time corresponds to your time zone.

Example for Eastern Time:

Change the 851 in the value column to 951 for Time1, and the 909 to 1009 for Time2.

Time1 951
Time2 1009, etc.

It is only necessary to change the Value Column, as the defaults are set and are there to give you a reference to Central Time.

Once completed changing the 14 times, double check by referring to the default column in Central time in relation to your changes.

When you are satisfied that you have completed this task, click Apply This, and then click OK to close the Study Properties Window.

Study: PRO Critical Times Save As Default Restore Default

Display

Override

Title

Cursor Label

Color Blue --- ---

Formula Parameters

Parameter	Value	Default
Time1	951	851
Time2	1009	909
Time3	1024	924
Time4	1036	936
Time5	1115	1015
Time6	1130	1030

Display Left
 No Display
 Display Right
 Scale Left
 No Scale
 Scale Right

OK Apply All Apply This Cancel

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That completes the PRO Critical Times adjustments.

Page Files - Alert Window

Both the PRO Critical Time Zones study and both of the Program Trade Studies are tools that trigger some type of an event and will also make an entry in your Triggered Alert Window marking the event nature, time and date for you to review later. This tool can be very valuable in your after hours research and development of your trading plan and subsequent integration of these tools.

Depending on your personal settings, you may need to make a few adjustments. Let's detail out the use of the Alert Window, and the settings needed.

If the Alert Window is not open, from inside eSignal and using the main menu bar at the top, navigate to the Tools>>EFS>> Alert Window. There should be a check mark placed next to the Alert Window option. This should "pop up" the Triggered Alert Window.

Once open, do the following:

1. Right click anywhere in the "body" of the Alert window and place check marks next to both "Always on Top" and "Pop up on Alert".
2. Now, Right Click again (If needed) to open the menu for the Alert Window again, this time selecting Properties. Set your "Maximum Number of Alerts:" to 50.
3. Next, Position the alert Window over the "grey hole" or open space in your eMini-Master PRO Page file. Both the Single and Dual Monitor versions have an area "reserved" for the Alert Window.
4. Resize the alert window by clicking and dragging the edges of the window to conform to the desired space.

At the end of the session, or as often as you like, you may do the following:

1. Right Click and "Export as CSV" or "HTML". This allows you to keep a running record of all alerts.
2. Right Click and "Clear Alerts" Daily, or as needed.

CAUTION: THE SIGNALS GIVEN BY THE SCALPING MODULES DO NOT RECORD THE INTERVAL. THIS MEANS THAT IF YOU SWITCH BETWEEN A 3 AND 5 MINUTE CHART AND A SCALP SIGNAL IS ISSUED FOR BOTH TIME FRAMES. THERE IS NO WAY FOR THE ALERT LIST TO DISTINGUISH THEM.

STOP !! VERY IMPORTANT: Go to the menu bar, select Page (or layout then page) and select SAVE PAGE NOW. You have completed the Set Up procedure. If you have any difficulties, please call 888-573-4322 for support and / or to schedule remote configuration by one of our technicians.

Module Details

The eMini-Master POLR Series includes the following studies that are included in eSignal Release Version 7.9 or Higher. They may be accessed by right-clicking the advanced chart you wish to apply them to, navigating to Add On Studies, eMini-Master.com, then select the desired study.

There are 2 types of studies in this series:

1. Universal
2. Specific

A Universal study is one that may be applied to any instrument, including commodities, stocks, forex, indices, etc. The following lists the Universal Studies included in the POLR series that may be applied to ANY ADVANCED CHART:

- POLR 1
- POLR 2
- POLR 3
- POLR 4
- POLR_COMBO

A Specific study is one that was engineered either for a specific instrument, time template and / or interval application. The Following lists the “Specific” Studies included in the POLR Series that have precise applications:

Study	Instrument	Time Template	Interval
SP_500 Program Trader	eMini S&P	emm_PT	1minute.
PRO Critical Time Zones	Any	Any	3minute*

* Advanced users may adjust the Critical Time Zones for any interval.

This next section will explain each Tool, its settings (if any) and set the proper expectation of usage.

The POLR Indicators.

POLR: acronym for Path of Least Resistance.

The markets are continually “cycling” between periods of Contraction and Expansion. These tools are designed as “color bands” to give you the power to see these cycles at a glance in real time, helping you stay on the right side of the accumulation – distribution cycles that happen on an Intra Day basis. POLR 1, 2, 3 and POLR_Combo can be set either at the top or bottom of the advanced chart for easy viewing, and POLR4 is a price study (on the price chart itself) which tends to bracket price.

Application

These tools are universal tools and may be applied to any instrument (symbol), time template or interval including tick charts, volume charts and range bars.

Interpretation

View these POLR tools as gatekeepers of a sort. When they line up matching colors, the path of least resistance is most likely that direction. Red is Bearish, Blue is bullish.

They are staggered in sensitivity to real time market pressures.

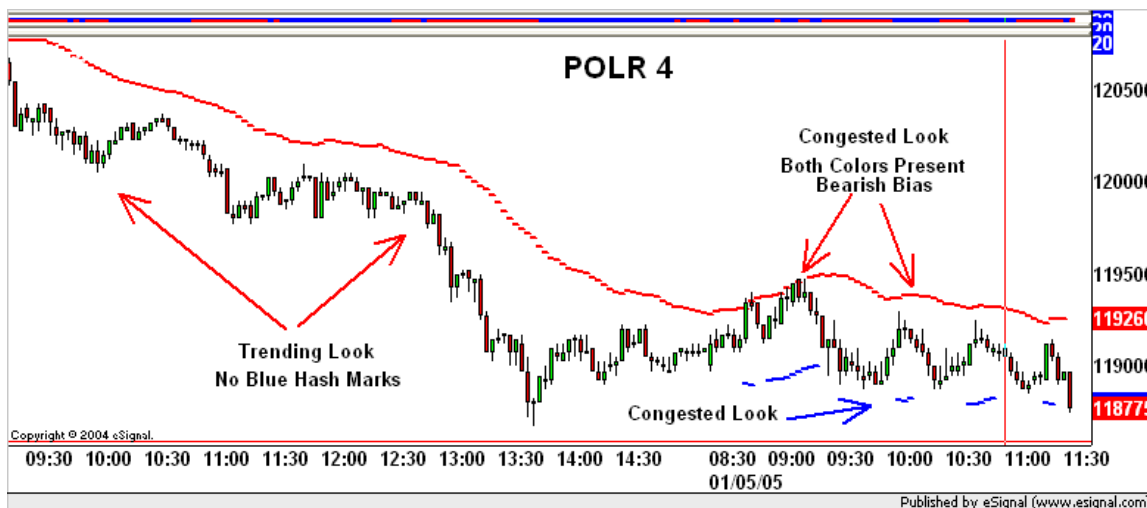
POLR 1 – Is the least sensitive to real time tick by tick action. (Slow)

POLR 2 – Has Mid Range sensitivity to real time action. (Medium)

POLR 3 – The most sensitive to real time action. (Fast)

POLR_Combo – Combines POLR 1, 2 and 3 into one study with an easy to use edit button so you may apply it to a single chart and change the settings easily.

***POLR 4** – Is a blend of the other POLR plus a measure of volatility applied to the price chart itself, and is very powerful in helping determine expansion and or contraction. When price is bracketed by both colors, we are contracting (congesting). When one color “drops” and the Bulls/Bears take control, we have a tendency to move nicely. POLR 4 CAN REALLY HELP THOSE TRADERS WHO TRY TO PICK BOTTOMS OR TOPS ON TRENDING DAYS STAY WITH THE SMART MONEY!



Limitations

When the markets are in a contraction phase and experiencing consolidation, the POLRS will not line up often resulting in a “checker board effect”. These are times when a directional bias is very difficult to determine. If they do line up during contraction and the real time pressures are not enough to push the markets out of the current congestion phase, the colors will shift quickly and can help mark an area of support or resistance. It might be best to look for a retrace and a Higher Low or Lower High in price at that point to help determine directional bias.

Usage

Combine these tools with your knowledge of Candlestick Charting and Chart Pattern interpretation. During Expansion phases, conservative traders may want all 3 POLR bands to line up, while moderate traders may only require POLR 2 and POLR 3 and aggressive traders may only need POLR 3 to match their bias. During contraction phases of congestion and consolidation, Conservative traders may only require POLR 3 to match their bias.

POLR 4 is a good barometer of which phase we are currently experiencing. If price is bracketed by both colors you will most likely experience congestion. When the markets are in expansion, and range is increasing directionally, i.e. a “trend move”, you will notice that all POLRS have a tendency to match up as we make our bigger moves.

Settings

POLR_1, 2 & 3 Settings: Users may adjust the both the bullish and or Bearish colors. There are no settings that affect the indicators function.

POLR_4 Settings: In addition to the color settings available for all POLR indicators, POLR 4 offers 3 additional settings. Users may select sensitivity by selecting Fast, Medium or Slow.

POLR_Combo: Users may select which POLR indicator to display, and the color settings.

Important Notes

It is **not necessary** to use all 4 POLR indicators. As these are discretionary tools, it is your preference. I know some traders who use just POLR 2 and 4, others who use just POLR 3 or 1, etc. Take time after market hours to experiment with various applications and on both different time intervals and bar types including volume and tick charts using eSignal’s Bar Replay Feature. (See video) For example I have noticed POLR 3 on a 30 minute chart tends to mark the multi day swing moves pretty well.

It is recommended that users start by applying only POLR_1 to an intraday chart. Watch how price responds to the tool, especially how easy it will become to spot divergence between price and the markets internal pressures. POLR_1 is the slowest to react to real time pressures, so once you get a feel for how it reacts, add POLR_2, POLR_3, etc....

The PRO Program Trade LVL1 & 2

Program trading volume comprises over 50% of the NYSE volume as of late. This indicator is specifically engineered to measure the probabilities of these trades happening, and alerting you as to when they might occur. With a little screen time you will most definably see the power of the tool.

Application

This tool is a “Background” study that should be applied to:

Study	Instrument	Time Template	Interval
SP_500 Program Trade LVL1 & LVL 2	eMini S&P	emm_PT	1minute.

DO NOT LOAD ADDITIONAL STUDIES ON THE CHART TO WHICH THESE STUDIES ARE APPLIED. Application of this study to any other symbol, time template or interval and or the addition of other studies in combination with this study will result in decreased performance, or failure of the indicator to perform.

In other words, they were engineered to be applied to a static (a chart that you do not change symbols, time templates or intervals) eMini S&P chart, with the emm_PT time template with a one minute interval and with no additional studies.

Interpretation

When the circumstances are ripe for Program Trading to happen, the letter PS will be placed above the current bar representing a Program Trade Sell or the letter PB will be placed below the current bar representing a Program Trade Buy. An audio alert will sound determining which “level” of pressure is current and an entry into the alert window will be made.

There are 2 different studies: Level 1 and Level 2.

When a Level 1 alert is triggered, it has about a 25% probability that program trading will occur. A Level 2 alert carries about a 85% probability.

If a program trade occurs (either Level 1 or Level 2) the markets will rebalance themselves to align with the underlying instrument, i.e. the Cash Markets. There are 3 ways they will re align them selves:

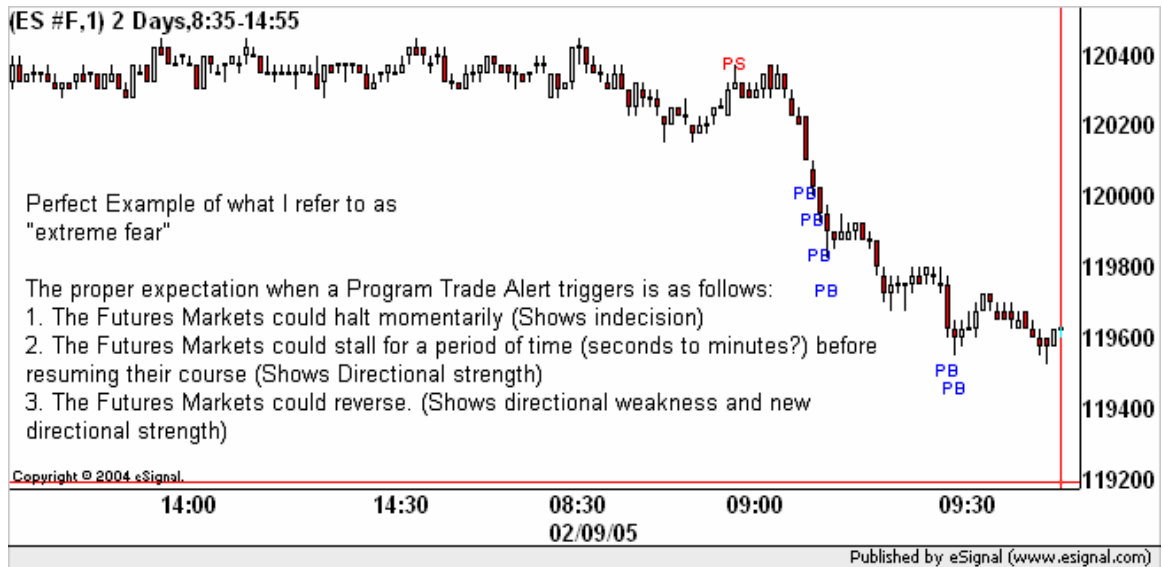
1. Action (either buying or selling) in the Cash Markets.
2. Action in the Futures Markets.
3. Combination of Action in both the Cash and Futures Markets.



Limitations

Program Trading in General as an Indicator

- ❖ Program Trading in the cash markets can be executed by Large Houses so quickly, that the futures barely pause at all meaning the expected results may not occur at all, or it may take several minutes of “extremes” to absorb the liquidity as futures price moves beyond the trigger price. This is normally followed by another Program Trade alert, i.e multiple alerts firing in succession. See example below.



❖ Program Trading Indicators Limitations

- ❖ The tool is set to only allow one “trigger” per bar, i.e. you may receive one signal near the close above the bar, which might get repeated at the opening of the next bar if the conditions are still “ripe”.
- ❖ Signals generated at the open of the Market, i.e 8:30 to 8:35 a.m. and after 3:00 p.m. Central should not be considered valid. The cash markets are not all electronic, and it may take several minutes for them to open and they close promptly at 3:00 p.m.
- ❖ **The tool is a Real Time background study, meaning that if you reload or change the chart the Visual Text flags can disappear, i.e. they are not permanent on the chart.**

Usage

Combine this tool with your knowledge of Candlestick Charting and Chart Pattern interpretation. It is very powerful and can mark swing highs and lows very well during both expansion and contraction phases. It will take a little screen time with the tool to truly appreciate its power.

Look to your existing indicators or your interpretation of Candlestick reversal patterns for confirmation of the signals. One of the most popular methods on confirming a Program Trade alert is to watch for exhaustion followed by a reversal pattern. Remember, during moments of extremes, one can witness several alerts in succession.

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The proper expectation when a Program Trade Alert triggers is as follows:

1. The Futures Markets could halt momentarily (Shows indecision)
2. The Futures Markets could stall for a period of time (seconds to minutes?) before resuming their course (Shows Directional strength AGAINST the Signal)
3. The Futures Markets could reverse. (Shows directional weakness and new directional strength)

Settings

There are no user adjustable settings.

Important Notes

THIS PROGRAM TRADING MODULE NEEDS TO RE-LOADED EACH MORNING AS THE MARKET OPENS. To accomplish this, right click on the 1 minute advanced chart where it is applied, navigate to Reload, and then click on Program Trader. This is a required step, and failure to do this each morning will result in erroneous signals. DO NOT LOAD ADDITIONAL STUDIES ON THIS CHART!

The Critical Time Zones

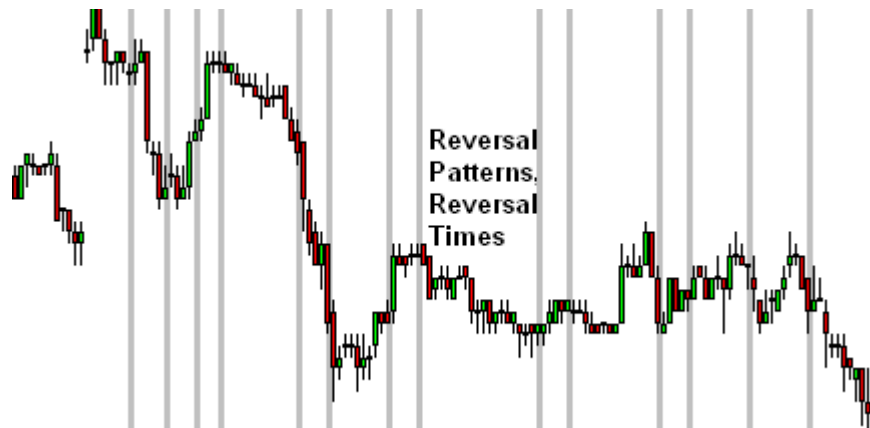
It has been well documented that there are certain times of day that one can form an expectation of price action in the futures markets. The expectation needs to be tempered with the reality that not every time will price stall, halt, breakout or reverse during one of these times. With a little screen time you will most definably see the power of the tool.

Application

This study was engineered to be applied to a 3 minute chart, as discussed earlier in the Quick Start Guide.

Interpretation

Upon the entering of a Critical Time Zone, a thin Green vertical line will be placed on the chart, an audio alert will trigger and an entry into your Alert Window will be placed. Upon exiting a Critical Time Zone a thin Grey vertical line will be placed on the chart, an audio alert will trigger and an entry into your Alert Window will be placed.



Limitations

- ❖ If your audio out channel is being used, like in a voice chat room or listening to music, you will not receive the audio alert.
- ❖ Not unlike every other indicator on the planet, not every time zone will have action. There are certain times where a certain expectation is expected. Please refer to our Online Course for more educational information regarding this subject.

Usage

Combine this tool with your knowledge of Candlestick Charting and Chart Pattern interpretation, especially candlestick reversal patterns on the 3 minute chart. The expectation is for “action” during the Critical times that can mark swing highs and lows very well during both expansion and contraction phases. It will take a little screen time with the tool to truly appreciate its power.

Settings

It is necessary to adjust the alerts times as described earlier. Outside of that, there are no user adjustable settings, other than the one time changes necessary to adjust the signals to your Time Zone.

Strategy

These tools are not a mechanical system. You are responsible for your own strategies, based on these tools along with whatever else you use to make your trading decisions.

If you would like learn some more about the strategies I use when applying these tools:

Please subscribe to our online course titled: Unlocking the mystery of Market Behavior.

We also offer a daily newsletter that details out the specific set ups that I and other Market Professionals use on a daily basis,

Also available is our 3 day Live Trading Boot Camp or our Exclusive 12 month Mentoring program. This is highly recommended for those who are unable to readily implement these tools into their trading plan, or need to formulate a solid trading plan based on setup and strategies used by professional traders and money managers every day.

Please contact me personally if I can answer any questions regarding our educational offerings or to take advantage of our New Customer Special discount if you act within 10 days of this purchase.

Support

I want everyone to know that above all else, we wish to be known as a company that provides excellent support.

Any and all suggestions are truly appreciated.

Call anytime. 1-888-573-4322.

License

Customer Agreement and Risk Disclosure for eMini-Master Indicators and PRO Software Packages PRINT AND RETAIN FOR YOUR RECORDS

In consideration of M. J. Harrison, III & Associates, LLC dba eMiniMaster.com ("MJH3") licensing its software to Customer pursuant to the terms of this Agreement, Customer agrees and acknowledges as follows:

***Because of the proprietary nature of the program, products are non-refundable once purchased. Products license fee includes: Specified Time Access to our Indicators and / or Software, free upgrades via internet during specified time, complimentary technical support and remote installation of the software with basic system setup and walkthrough. Nothing herein, including but not limited to software signals, shall be construed to be specific trading advice and is provided "as is" for informational/educational/entertainment purposes only. Any trades made are at your own risk for your own account.**

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2. Customer will prepay MJH3 its published charges for licensing the Licensed Software. The term of the license shall be the period of time for which Customer has prepaid the license fee charged by MJH3 for the Licensed Software. Any license fee paid is non-refundable. The license shall immediately terminate if a required payment is not paid when due.

3. MJH3 will provide Customer with written documentation pertaining to the Licensed Software. For Licensed Software that is leased by Customer from MJH3, MJH3 will also provide Customer with updates of such documentation and upgrades to the Licensed Software.

4. Customer will be responsible for maintaining all equipment used by Customer in connection with the Licensed Software, and certify that it meets the minimum requirement as set forth by the guidelines of the data provider and found on our website as well, and for obtaining and paying for a subscription to a data feed from eSignal, as the data feed is necessary in order to use the Licensed Software.

5. MJH3 shall not be liable for, and Customer agrees not to hold or seek to hold MJH3 liable for, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures and malfunctions, and other similar computer problems or defects. The Licensed Software is provided "as is," and MJH3 does not make any warranties or guarantees with respect to the Licensed Software, including without limitation, warranties of merchantability or fitness for a particular purpose. MJH3 shall not be liable to Customer for any loss, cost, damage or other injury, whether in contract or tort arising out of or caused in whole or in part by Customer's use of or reliance on the Licensed Software or its content. In no event will MJH3 be liable to Customer for any punitive, consequential, special or similar damages even if advised of the possibility of such damage. If some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions, the liability of MJH3 shall be limited in accordance with this Agreement to the extent permitted by law.

6. MJH3 is not responsible for the actions of any broker, dealer, broker-dealer or other intermediary through whom Customer makes transactions pursuant to signals generated by the Licensed Software. Customer is responsible for investigating and selecting any such broker, dealer, broker-dealer or other intermediary before doing business with such person.

7. Customer understands and acknowledges that all orders for trades placed pursuant to signals or indicators generated by the Licensed Software are for the sole risk of the owners of the accounts being traded. Customer understands and acknowledges that there is substantial risk in trading securities, commodities, futures, options and other instruments with or without the Licensed Software, and that past results are not necessarily indicative of future results. To the extent that Customer has been or will be informed of hypothetical or simulated performance results achieved by or with the Licensed Software, Customer also acknowledges the following: HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN INHERENT LIMITATIONS.

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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 TRADING 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.

8. Persons other than MJH3 may make statements concerning the potential risks and rewards of using the Licensed Software. Customer understands and acknowledges that MJH3 does not vouch for, and is not responsible for, any such statements made in advertising or otherwise by persons who are not employed by MJH3.

9. MJH3 makes no representations concerning the suitability of the Licensed Software for use by Customer. Customer should determine for himself or herself whether, and to what extent, the use of the Licensed Software is suitable for Customer.

10. Customer will hold harmless and indemnify MJH3 and its officers, directors, employees and agents, from and against any and all losses, costs, damages and liabilities, including reasonable attorneys' fees, resulting directly or indirectly from the use of the Licensed Software by Customer or Customer's agents, including any claims brought against MJH3 that arise out of or relate to the use of the Licensed Software by Customer or Customer's agents.

11. Any dispute arising out of or relating to this Agreement or the Licensed Software, or to the breach of this Agreement (other than a futures-related claim or grievance of a customer as defined in 17 C.F.R. § 180.1) shall be settled by arbitration in Dallas, Texas administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

12. Subject to paragraph 11, any judicial proceeding arising out of or relating to this Agreement shall be brought only in courts located in Dallas County, State of Texas, U.S.A., and Customer hereby consents to the personal jurisdiction of such courts for such proceedings.

13. Without the prior written consent of MJH3, Customer may not assign, sub-license, transfer, pledge, lease, rent or share Customer's rights, duties or obligations under this Agreement or the signals and educational information to or with any person or entity, in whole or in part. This Agreement shall be binding upon and inure to the benefit of the respective parties, their legal representatives, successors and permitted assigns.

14. Customer understands that the product renewal fee will be automatically charged to Customer's account prior to the expiration of the current license upon each renewal cycle, as the case may be, until such time as Customer or MJH3 terminates the license in this Agreement. Customer understands that termination must be in writing and received at least 10 days prior to the scheduled expiration date of products, and may be sent by email to sales@eminimaster.com or by fax. Customer understands that oral termination will not be accepted and that if Customer terminates prior to the end of a period for which Customer has already paid MJH3's charges for the license, Customer will not receive a refund of such payment.

15. If the Licensed Software is leased by Customer from MJH3, MJH3 may terminate the license in this Agreement at any time for any reason by giving Customer written notice of termination. If MJH3 voluntarily terminates the license before it would otherwise terminate, MJH3 will refund the corresponding pro rata portion of the charges prepaid by Customer for the period after termination.

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16. If the Licensed Software is purchased by Customer from MJH3, MJH3 may terminate the license in this Agreement upon a material breach of this Agreement by Customer that is not cured after ten days' written notice to Customer. No refund will be made by MJH3 to Customer if the license is so terminated. MJH3 hereby grants to Customer a limited, non-exclusive, non-transferable license to use the MJH3 software designated above ("the Licensed Software") for Customer's personal use only. This license does not convey to Customer any interest in or to the Licensed Software, but only a limited right of use revocable by the terms of this Agreement. The License Software shall be utilized by Customer only in accordance with this Agreement and shall not be de-compiled, reverse engineered, incorporated into any other software (including any source code, object code or algorithms), modified or disclosed in any form by any media to any other person or party.

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18. Customer acknowledges receipt of the MJH3 Privacy Notice, which is posted on MJH3's web site, and also agrees to receive additional and/or updated MJH3 Privacy Notes through postings on the MJH3 web site.

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