

ESSENTIALS OF PERSONAL AND MARKET ASTROPHYSICS COURSE AGREEMENT

This contract/agreement is made between Allen L. Larson (hereafter referred to as Larson), sole proprietor of the firm, MicroMedia, of Denver, Colorado, and _____ (print student name) (hereafter referred to as The Student). When signed by both parties, this contract is binding on both parties as stated below.

License

Whereas Larson has developed certain proprietary know-how for the determination of past and future personal and market turning points, considered to be trade secrets, he represents that he has the right to grant a license for their use to The Student. Larson grants The Student the right to use these techniques for his own trading, for managed accounts, or for businesses in which they have a substantial personal stake. This non-exclusive license of use is for the extent of The Student's natural life, or in the case of students involved in a businesses in which they have a substantial personal stake, for the lifetime of that business.

License is restricted to The Student, or in the case of students involved in a businesses in which they have a substantial personal stake, The Student may not transfer any of the know-how to any other person or business.

The license is effective upon the date of signing of this agreement.

Personal and Market AstroPhysics Essentials Course

As a means of conveying the know-how, Larson will provide The Student a three day intensive course on the know-how, called the Essentials of Personal and Market AstroPhysics Course (hereafter referred to as "the course"). The scope of the course is to make available to The Student both proprietary and supporting knowledge on the causes, determination of, and timing of past and future turning points in human events.

The Student may not disclose to anyone, without the specific written consent of Larson, the course contents. All materials transmitted during the course will be treated by The Student as trade secret material. The Student may take whatever written notes desired during the course. Such notes will be considered part of the course contents and the trade secret material. No recordings of any kind are permitted.

Larson certifies that this know-how is fundamental, and can be applied to the analysis of turning points of human activity. Larson will provide The Student the course within 90 days of the signing of this agreement. The course will be taught in Denver, Colorado.

Larson's obligation to furnish the course is subject to acts of God, government decrees, or any other cause beyond Larson's control.

Title and Use of Know-how

All proprietary know-how will remain the personal property of Larson. Improvements in the know-how made by Larson may or may not be made available to The Student for the duration of the license. Improvements in the know-how made by The Student will be shared with Larson for the duration of the license. Such improvements developed by The Student's use of the know-how will be communicated to Larson, but will be the intellectual property of The Student. In the case of students involved in businesses in which they have a substantial personal stake, such improvements are the intellectual property of that business.

Liability

Larson will not be liable for any damages, personal losses, trading losses, or other financial losses suffered by The Student in connection with The Student's application of this know-how.

Fees

An individual student will pay a single student fee of \$1800 prior to the course. A business team of up to 6 students will pay a fee of \$6000 prior to the course. The student(s) will pay their own travel and living expenses for the duration of the course. The fee is non-refundable, even if the license should be cancelled.

Cancellation

Either party may cancel this agreement upon 30 day written notice by registered mail to the other. Larson may only cancel the license in the event of failure by The Student to abide by the terms of this agreement, specifically the disclosure of the know-how to others. The undersigned acknowledge that the know-how is special, unique, and of extraordinary character; that in the event of a breach of this agreement the damages suffered would be difficult or impossible to assess, that Allen L. Larson or his successors shall be entitled to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to enforce the specific performance and/or enjoin The Student from such violations, threatened or otherwise, and to seek and collect damages therefore, including reasonable attorney fee

AGREED:

Date: _____
Signature _____

_____ (print student name)

ACCEPTED:

Date: _____
Signature _____

Allen L. Larson
Thornton, Colorado 80241

