SOFTWARE LICENSE, RISK DISCLOSURE AND CONSENT AGREEMENT

Trade Execution Software License — NinjaTrader® Integration

Between:

INVESTINBULLS LLC (“Company”)

a Texas limited liability company

and

[CUSTOMER FULL LEGAL NAME] (“Customer”)

Effective Date: ______________________, 20____

1. Parties and Purpose

This Software License, Risk Disclosure and Consent Agreement (this "**Agreement**") is entered into as of the Effective Date stated on the cover page, by and between **Investinbulls LLC**, a Texas limited liability company, with its principal place of business at [COMPANY ADDRESS] (the "**Company**", "**we**", "**us**", or "**our**"), and **[CUSTOMER FULL LEGAL NAME]**, residing or located at [CUSTOMER ADDRESS] (the "**Customer**", "**you**", or "**your**"). The Company and the Customer are each a "Party" and together the "Parties."

This Agreement governs Customer's license to use the Company's proprietary trade execution software (defined below), sets out the fees payable for that license, discloses the risks associated with automated trading, and states the consent, acknowledgments, and limitations of liability that apply to Customer's use of the Software.

2. Definitions

"Software" means the Investinbulls LLC trade execution and automation software, including any associated add-ons, scripts, indicators, plug-ins, configuration files, updates, and documentation, that is designed to interoperate with the NinjaTrader® trading platform and to automatically transmit, place, modify, and/or cancel orders based on parameters, strategies, or rules configured or selected by Customer.

"Platform" means the third-party NinjaTrader® charting and trading platform, and any brokerage, clearing, data-feed, or order-routing services connected to it, none of which are owned, controlled, or operated by the Company.

"Subscription" means the quarterly or annual license package purchased by Customer, as described in Exhibit A.

"Trading Account" means the brokerage or futures trading account(s) that Customer owns, controls, and authorizes the Software to connect to for the purpose of transmitting orders.

3. License Grant; Scope of Use

3.1 Limited License. Subject to Customer's payment of all applicable fees and compliance with this Agreement, the Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to install and use the Software, solely for Customer's own personal or internal business use, solely in connection with the Platform, and solely for the duration of Customer's active Subscription.

3.2 No Sale of Software. Customer acknowledges that the Company is licensing the right to use the Software — it is not selling, assigning, or transferring any ownership interest in the Software. All right, title, and interest in and to the Software, including all intellectual property rights, remain exclusively with the Company.

3.3 Restrictions. Customer shall not: (a) copy, modify, reverse engineer, decompile, or disassemble the Software; (b) resell, sublicense, lease, rent, or distribute the Software or access to it to any third party; (c) use the Software to provide trade execution or automation services to any third party; or (d) remove or alter any proprietary notices contained in the Software.

4. Nature of the Software; No Investment Advice or Recommendations

4.1 Execution and Automation Tool Only.

The Software is an execution-automation tool. It is designed to help Customer automate the mechanical process of placing, modifying, and canceling trade orders on the Platform according to parameters, strategies, indicators, or rules that Customer selects, configures, enables, or otherwise controls. The Software replaces the manual, repetitive act of entering orders — it does not replace Customer's judgment, and it does not make investment decisions for Customer.

4.2 No Investment, Trading, or Financial Advice.

Nothing in the Software, this Agreement, any accompanying documentation, marketing material, training content, or communication from the Company or its representatives constitutes investment advice, a trading recommendation, a solicitation, or an offer to buy or sell any security, futures contract, or other financial instrument. The Company does not analyze Customer's individual financial situation, does not recommend any particular strategy, parameter, or security as suitable for Customer, and does not exercise any discretion over what orders are placed.

4.3 Not a Registered Adviser, Broker, or CTA.

The Company is a software provider. The Company is not registered with, and does not hold itself out as, a broker-dealer, investment adviser, or introducing broker with the U.S. Securities and Exchange Commission ("SEC") or the Financial Industry Regulatory Authority ("FINRA"), nor as a commodity trading advisor ("CTA"), commodity pool operator, or introducing broker with the Commodity Futures Trading Commission ("CFTC") or the National Futures Association ("NFA"). Customer should independently evaluate, and if appropriate consult a duly licensed and registered financial or investment professional regarding, any trading strategy or decision, before using the Software.

4.4 Customer Retains Full Control and Responsibility.

Customer is solely responsible for: (a) selecting, configuring, enabling, and monitoring any strategy, parameter, or rule used by the Software; (b) deciding whether, when, and how to use the Software in connection with Customer's Trading Account; (c) maintaining the ability to promptly disable, override, or manually intervene in the Software's operation; and (d) all trading decisions and all orders transmitted through the Software, whether or not Customer reviewed each individual order before it was sent.

5. Third-Party Platform, Brokerage, and Data

5.1 NinjaTrader® and any brokerage, clearing firm, exchange, or market-data provider used in connection with the Software are independent third parties, not affiliated with, owned, or controlled by the Company. Customer is solely responsible for obtaining and maintaining its own NinjaTrader® license, brokerage account(s), market-data subscriptions, and internet connectivity required to use the Software.

5.2 The Company does not control, and is not responsible for, the availability, performance, security, pricing, order execution quality, data accuracy, or acts or omissions of the Platform, any broker, clearing firm, exchange, or data provider. Any outage, latency, rejected order, incorrect fill, data error, or other malfunction originating from the Platform or a third-party service is outside the Company's control and is not the Company's responsibility.

6. Fees; No Profit-Sharing or Commission

6.1 License Fees. In consideration for the license granted under Section 3, Customer shall pay the Company the applicable quarterly or annual license fee set out in **Exhibit A** (the "License Fee"), on the schedule specified there. The License Fee is a flat fee for the right to access and use the Software and is due regardless of whether Customer's trading activity results in a profit or a loss.

6.2 No Commission, No Profit-Sharing, No Performance Fee.

The Company does not take, and this Agreement does not entitle the Company to, any percentage, commission, override, or share of Customer's trading profits, trading losses, or account balance. The Company's sole compensation under this Agreement is the License Fee described in Section 6.1. The Company has no financial interest, direct or indirect, in the outcome of any trade placed using the Software.

6.3 Non-Refundable. Except as expressly required by applicable law or as separately agreed by the Company in writing, License Fees are non-refundable, including in the event Customer's trading results in losses, Customer chooses to stop using the Software, or the Trading Account is suspended, closed, or liquidated for any reason.

6.4 Taxes. License Fees are exclusive of any sales, use, or similar taxes, which are Customer's responsibility except for taxes based on the Company's net income.

7. Risk Disclosure and Acknowledgment of Risk

TRADING SECURITIES, FUTURES, AND OTHER DERIVATIVE INSTRUMENTS — INCLUDING WHEN ORDERS ARE PLACED THROUGH AUTOMATED OR ALGORITHMIC SOFTWARE — INVOLVES SUBSTANTIAL RISK OF LOSS AND IS NOT SUITABLE FOR ALL PERSONS. YOU CAN LOSE ALL, OR MORE THAN ALL, OF THE MONEY YOU ALLOCATE TO TRADING. YOU SHOULD NOT USE THE SOFTWARE WITH FUNDS YOU CANNOT AFFORD TO LOSE.

By signing this Agreement, Customer acknowledges having read, understood, and accepted each of the following risks, in addition to any risk disclosure statements separately provided by Customer's broker, NinjaTrader®, or applicable regulators (including any CFTC/NFA futures risk disclosure statement):

- Market Risk. The prices of securities, futures, and other instruments can move rapidly and unpredictably. Past performance of any strategy, parameter, or indicator used with the Software is not indicative of future results.
- Automation and Technology Risk. Automated order transmission can result in orders being sent, filled, modified, or left unexecuted in ways Customer did not anticipate, including due to software errors, misconfiguration, incorrect parameters, or unexpected interaction with market conditions.
- Connectivity and Outage Risk. Internet outages, power failures, hardware failures, platform downtime, broker outages, or delays in data feeds can prevent orders from being sent, modified, or canceled as intended, and can result in unintended open positions or losses.
- Latency and Slippage Risk. Orders may be executed at prices different from those expected due to network latency, market volatility, or liquidity conditions.
- Leverage Risk. Trading on margin or with leveraged instruments such as futures can magnify both gains and losses, and Customer may lose more than the amount deposited.
- No Guarantee of Results. The Company makes no representation, warranty, or guarantee, express or implied, regarding the profitability, accuracy, or performance of the Software or of any strategy or parameter used with it.
- Third-Party Risk. Errors, outages, or acts or omissions of NinjaTrader®, Customer's broker, exchanges, or data providers are outside the Company's control and can affect trading outcomes.
- Suitability. Customer is solely responsible for determining whether automated trading through the Software is suitable for Customer's financial situation, investment objectives, and risk tolerance.

Customer's Consent: By signing this Agreement, Customer represents that Customer has carefully read this entire Section 7, understands each risk described above, has had the opportunity to ask questions and to consult an independent, licensed financial, legal, and/or tax professional before proceeding, and voluntarily accepts full responsibility for all risks associated with using the Software and with all trading activity in Customer's Trading Account.

8. Customer Representations

Customer represents and warrants that: (a) Customer is at least 18 years old and has full legal capacity to enter into this Agreement; (b) Customer owns and controls, or is duly authorized to trade, the Trading Account(s) connected to the Software; (c) Customer has adequate financial resources and is willing to bear the risk of loss described in Section 7; (d) Customer will comply with all applicable laws, exchange rules, and the terms of Customer's brokerage and NinjaTrader® agreements; and (e) all information Customer provides to the Company is true, accurate, and complete.

9. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR WILL ACHIEVE ANY PARTICULAR TRADING RESULT OR LEVEL OF PROFITABILITY.

10. Limitation of Liability

10.1 No Liability for Trading Losses. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY TRADING LOSSES, LOST PROFITS, LOST OPPORTUNITY, OR ANY DECREASE IN THE VALUE OF CUSTOMER'S TRADING ACCOUNT, REGARDLESS OF WHETHER SUCH LOSSES ARISE FROM MARKET MOVEMENT, SOFTWARE PERFORMANCE, A SOFTWARE ERROR OR BUG, A CONFIGURATION OR PARAMETER CUSTOMER SELECTED, A CONNECTIVITY OR OUTAGE ISSUE, OR ANY OTHER CAUSE.

10.2 Cap on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, EXCEED THE TOTAL LICENSE FEES ACTUALLY PAID BY CUSTOMER TO THE COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3 Exclusion of Certain Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.4 Some jurisdictions do not allow the exclusion or limitation of certain warranties or damages, so some of the above limitations may not apply to Customer to the extent prohibited by applicable law.

11. Indemnification

Customer agrees to indemnify, defend, and hold harmless the Company and its members, managers, officers, employees, contractors, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's use or misuse of the Software; (b) any trading decision or order placed through Customer's Trading Account; (c) Customer's breach of this Agreement; or (d) Customer's violation of any law, regulation, or third-party right.

12. Intellectual Property; Confidentiality

12.1 The Software, including its source code, object code, algorithms, structure, and documentation, is the confidential and proprietary information of the Company and is protected by copyright, trade secret, and other intellectual property laws. Customer shall not disclose, publish, or distribute any non-public feature, parameter, or methodology of the Software to any third party.

12.2 Customer grants the Company no rights in Customer's trading data other than as reasonably necessary to provide the Software and support services, and as described in the Company's privacy policy (if any).

13. Term; Termination; Suspension

13.1 This Agreement begins on the Effective Date and continues for the Subscription period selected in Exhibit A, automatically renewing for successive periods of the same length unless either Party gives notice of non-renewal at least fifteen (15) days before the end of the then-current period, or as otherwise stated in Exhibit A.

13.2 The Company may suspend or terminate Customer's access to the Software immediately, without refund, if Customer breaches this Agreement, misuses the Software, fails to pay fees when due, or if required to do so by law or by a change in Company policy.

13.3 Customer may stop using the Software and cancel future renewal at any time by written notice to the Company; cancellation does not entitle Customer to a refund of fees already paid except as required by law.

13.4 Sections 4, 6.2, 7, 9, 10, 11, 12, 18, and 19 survive any termination or expiration of this Agreement.

14. No Fiduciary Relationship

Nothing in this Agreement, and nothing in the Company's provision of the Software or any related support, training, or customer service, creates a fiduciary, advisory, agency, partnership, or joint-venture relationship between the Company and Customer. The Company's relationship to Customer is solely that of an independent software licensor.

15. Compliance with Laws

Customer is solely responsible for determining and complying with all laws, regulations, and exchange or broker rules applicable to Customer's trading activity and tax obligations, including any applicable to the use of automated trading software in Customer's jurisdiction. The Company makes no representation that the Software is appropriate or authorized for use outside the United States.

16. Force Majeure

Neither Party shall be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, internet or utility failures, cyberattacks, governmental action, exchange or market disruptions, or failures of third-party platforms or service providers.

17. Independent Contractor

The Parties are independent contractors. Nothing in this Agreement shall be construed to create an employment, agency, partnership, or joint venture relationship between the Parties.

18. Dispute Resolution; Binding Arbitration

18.1 Agreement to Arbitrate.

Except for claims for injunctive relief to protect either Party's intellectual property or confidential information, any dispute, claim, or controversy arising out of or relating to this Agreement, the Software, or the relationship between the Parties shall be resolved exclusively by final and binding arbitration administered in the State of Texas, in accordance with the commercial arbitration rules of a recognized arbitration organization (e.g., the American Arbitration Association) then in effect, before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

18.2 Class Action and Jury Trial Waiver.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, AND EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

18.3 Each Party shall bear its own costs of arbitration, except as the arbitrator may otherwise award in accordance with applicable law or the arbitration rules.

19. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles. Subject to Section 18, the state and federal courts located in Texas shall have exclusive jurisdiction over any matter not subject to arbitration.

20. General Provisions

20.1 Entire Agreement. This Agreement, including its Exhibits, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements, discussions, and understandings, whether written or oral.

20.2 Amendment. The Company may update or modify this Agreement from time to time; material changes will be communicated to Customer, and continued use of the Software after the effective date of any change constitutes acceptance of the revised Agreement.

20.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid provision will be modified to the minimum extent necessary to make it enforceable.

20.4 No Waiver. No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right.

20.5 Assignment. Customer may not assign this Agreement without the Company's prior written consent. The Company may assign this Agreement in connection with a merger, acquisition, or sale of assets.

20.6 Notices. Notices under this Agreement shall be sent in writing to the addresses set out above or to such other address as either Party designates in writing.

20.7 Electronic Signatures; Counterparts. This Agreement may be executed electronically and in counterparts, each of which is deemed an original.

Exhibit A — Fee Schedule

Customer selects one of the following Subscription packages. All fees are for the right to use the Software and are not a commission, share of profits, or performance-based fee of any kind.

Package	Billing Frequency	License Fee
Quarterly License	Every 3 months	$ **2500** per quarter
Annual License	Every 12 months	$ **7500** per year

Selected package (Customer to initial one): Quarterly ____ Annual ____
Payment method: Paid through Zelle: vforu13@gmail.com.

Autorenewal: unless cancelled per Section 13, the Subscription automatically renews at the then-current fee for the same package.

Acknowledgment of Risk and Signatures

By signing below, Customer confirms EACH of the following:

- I have read this entire Agreement, including the Risk Disclosure in Section 7, and I understand it.
- I understand that trading involves substantial risk of loss and that I could lose all, or more than all, of the funds I use with the Software.
- I understand that Investinbulls LLC provides software only — it does not give me investment advice or recommendations, and it is not a registered broker-dealer, investment adviser, or commodity trading advisor.
- I understand that the License Fee I pay is solely for the right to use the Software, and that Investinbulls LLC does not take any commission, percentage, or share of my trading profits or losses.
- I understand that Investinbulls LLC is not liable for any trading losses, and that its total liability to me is limited as described in Section 10.
- I am voluntarily choosing to use the Software and accept full responsibility for my own trading decisions and results.

Investinbulls LLC

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Signature

Name: ________________________________ Title: ____________________

Date: ____________________

Customer

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Signature

Print Name: ________________________________

Date: ____________________