

Service Terms and Profit-Sharing Agreement

IMPORTANT NOTICE: These Terms constitute a legally binding agreement between [Your Company Name] (“ Provider ”) and the user (“ Client ”). By using the Service, Client agrees to these Terms.

1. Parties & Service Scope

Provider supplies research outputs, including signals, forecasts, and risk parameters.

Provider does not execute trades, direct trading, or take custody of funds. All trading decisions remain solely with Client.

Supported instruments include U.S.-listed equities and ETFs; expansion requires written agreement.

2. Fees and Settlement

No setup or monthly fees. Provider charges Profit Share equal to 5% of realized profits in each settlement period.

If there is no realized profit in a settlement period, no Profit Share is due.

Client is responsible for all taxes, brokerage commissions, and third-party charges.

3. Loss Coverage Program

Provider maintains a contractual coverage program for eligible trades, subject to the following:

Per-Position Cap: Up to \$100,000.

Aggregate Cap: Up to \$1,000,000 per settlement period.

Deductible: First \$200 per position borne by Client.

Brokerage fees, financing, and modeled slippage are deducted before coverage applies.

Claims must be submitted within five (5) business days with supporting broker statements and execution logs.

Misuse, deviation from rules, or fraud voids eligibility.

Examples:

- If one trade loses \$180,000 maximum compensation is \$100,000; the extra \$80,000 is not covered.
- If in one month, 15 trades each lose \$100,000 theoretically \$1,500,000, but aggregate cap applies, so only \$1,000,000 is covered.
- If one trade loses \$1,000 Client bears \$200 first, remaining \$800 is eligible for compensation.
- If one trade loses \$150 below deductible, no compensation; Client bears the entire loss.

4. Risk Disclosure

Past performance and simulations do not guarantee future results.

Markets involve substantial risks, including loss of principal.

Client accepts full responsibility for trading decisions.

5. Compliance

Client warrants compliance with applicable U.S. laws, including KYC/AML and OFAC sanctions.

Provider may suspend or terminate service if compliance obligations are not met.

6. Data Privacy

Provider implements reasonable safeguards. Client may request data export or deletion as permitted by law.

7. Limitation of Liability

Service is provided “ AS IS ” and “ AS AVAILABLE. ” Provider disclaims all warranties.

Provider ’ s aggregate liability is limited to the total fees paid in the six (6) months preceding the claim.

Provider is not liable for indirect, incidental, or consequential damages.

8. Governing Law and Dispute Resolution

Governing law: State of New York, USA (excluding conflict-of-law principles).

Binding arbitration in New York County, NY under JAMS or AAA rules.

Class action waiver and jury trial waiver apply to the extent permitted by law.

9. Entire Agreement

These Terms constitute the entire agreement between the parties and supersede all prior understandings.

End of Terms