# User Licensing Subscription Agreement

This **User Licensing Subscription Agreement** for the **Algorithm Software Service,** (hereinafter referred to as the "**Agreement**"), outlines the Terms and Conditions between Trade Forex Algorithm, hereinafter referred to as "**TFA**", and the Client who has signed it for the use of the Algorithm Software Services. This Agreement becomes effective upon the Client's signature and shall remain binding indefinitely as long as the Client utilizes the Algorithm Software Services.

**WHEREAS** TFA agrees to provide the software license for the use of the Algorithm Software Services to the Client in accordance with the terms and conditions of this Agreement;

**WHEREAS** the Client acknowledges that the Algorithm Software Service will execute trades diligently based on the Client's parameters, risk tolerance and instructions, however, TFA shall not be held liable for any losses incurred due to market fluctuations or any other factors;

**WHEREAS** TFA invests significant resources in the development, maintenance, and enhancement of the Algorithm Software Services to facilitate automated trading on behalf of the Client;

**WHEREAS** TFA, through its diligent efforts, endeavors to optimize the performance of the Algorithm Software Services, aiming to maximize potential profits while minimizing associated risks for the Client;

**WHEREAS TFA** operates with transparency and integrity, ensuring that the Algorithm Software Services are conducted in accordance with industry best practices, thereby fostering trust and confidence in the Client-Provider relationship;

**WHEREAS** TFA, being the owner and licensor of the Algorithm Software, retains exclusive rights and control over its intellectual property, including patents, trademarks, trade secrets, and copyrights, ensuring the proprietary nature and competitive advantage of the services offered.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

# 1. ACCOUNTS

### 1.1. MT4/5 Account Access:
The Client shall open an MT4/5 account with the Brokerage Firm. TFA will require ongoing access to the Client's MT4/5 account details for the administration and maintenance of the Algorithm Software Service. This necessitates that the Client provide TFA with access to their MT4/5 accounts, which includes login credentials and other personal information.

### 1.2. Client Portal:
The Client can access their MT4/5 account from the Brokerage Firm's Client Portal to make deposits and withdrawals. The Client should not share their Client Portal credentials with anyone including TFA. This means that TFA does not have direct access to the Client funds and cannot make deposits or withdrawals directly from the Client's MT4/5 account.

### 1.3. Control of Funds:
While TFA has access to MT4/5 account credential, the Client retains full control over their deposits and withdrawals through the Client Portal with the Brokerage Firm. The Client should be aware of this distinction as at no point can TFA withdraw the Client's deposit. The Client is responsible for making all investment decisions and can withdraw their current equity on their own accord.

### 1.4. Security Considerations:
Considering the sensitive nature of the information involved, the Client should prioritise the security of their MT4/5 account and Client Portal. This may involve changing the default random MT4/5 account Master Password to a strong character password and regularly monitoring account activity. The Client should raise any concerns and abnormality with TFA at the earliest to ensure timely resolution.

### 1.5. Types of Passwords and Access:
#### a) Client Portal Password
The Client must always keep the Client Portal password secure and should not share this with anyone, including TFA. Within the Client Portal, the Client is able to reset the Master and Investor MT4/5 account password as well as make deposits, submit withdrawals, and other account management.

#### b) MT4/5 Account Master Password:
The Brokerage Firm provides a Master password, which grants the user complete control over the MT4/5 account, enabling them to open, edit, and close trades. It is essential for TFA to have access to the Master password to allow the Algorithm Software Service to execute trades on the Client's MT4/5 account. TFA expects to receive this password from the Client to ensure smooth onboarding.

#### c) MT4/5 Account Investor Password:
In addition to the Master password, there is an Investor password that is set as **'TFA123'** for all MT4/5 accounts. The Investor password serves as a read-only password, allowing trusted individuals to view the MT4/5 account activity without being able to make any changes or execute trades. TFA recommends the Client share this Investor password with trusted

individuals to allow regular monitoring, while maintaining control and decision-making authority with the Master password.

**1.6. Risk Disclosure and Responsibility:**

Algorithmic trading operations heavily depends on the settings and parameters configured within the Algorithm Software Service to execute trades. These parameters, which include risk tolerance levels, stop-loss thresholds, profit targets, and other variables, play a significant role in determining the effectiveness of the trading strategy. It is imperative for the Client to comprehend the function of these parameters and their impact on the overall performance of the Algorithm.

Prior to initiating live trading on an MT4/5 account, TFA strongly advises the Client to utilize a demo MT4/5 account to evaluate and adjust the parameters. Refer to **Section 2.2. '**Demo MT4/5 Accounts for Exploring Parameters' for comprehensive guidance on this process. ''

**1.7. Disclaimer:**
   **a) Advisory Role of TFA and its Managers:**
   It is important to clarify that TFA will advise and guide on the Algorithm parameters and will only support the Client on behalf of any investment decisions. While TFA provides the understanding and guidance to Algorithmic Trading based on their expertise and experience, the ultimate responsibility for investment decisions rests with the Client.
   **b) Role as a Software Company:**
   TFA provides software that utilise insights and data for the Client's consideration. The Client retains complete authority to independently make further decisions based on their own judgment and risk evaluation.
   **c) The Client's Responsibility and Decision-Making Authority.**
   TFA do not assume liability for any investment losses or gains resulting from the Client's decisions. The Client is encouraged to carefully evaluate the advice provided and make informed decisions based on their individual financial goals and circumstances.
   **d) Seeking Independent Financial Advice.**
   It is crucial for the Client to understand that TFA operates solely as a software company and is not regulated by the Financial Conduct Authority (FCA) under the Financial Services and Markets Act 2000 (FSMA) to provide financial services or advice. The Algorithm Software Services offered by TFA should not be construed as financial advice or recommendations to engage in financial transactions. The Client is strongly encouraged to seek independent financial advice from qualified professionals if they require personalized investment recommendations or assistance tailored to their individual circumstances. The Algorithm Software Services has drawn inspiration from industry best practices and follows risk control mechanisms used.

## 2. PARAMETERS AND RISK:
**2.1. The Client Ability to Alter Parameters:**
   The Client may choose to alter the parameters from the default parameter to better suit their individual interests. This may include modifying risk tolerance levels to a higher or lower level, adjusting profit targets and other variables. However, the Client should be aware that any changes made to the default parameters may have a significant impact on level of risk and the

overall performance of the Algorithm. Therefore, the Client should exercise caution and conduct thorough evaluation before implementing any changes to ensure compatibility with their investment strategy and risk appetite.

**2.2. Demo MT4/5 Accounts for Exploring Parameters:**

The Client may wish to explore the potential impact of modifying the Algorithm Software parameters using a demo MT4/5 account in lieu of a live MT4/5 account. Utilising a demo MT4/5 account allows the Client to experiment with different parameters and strategies without risking their deposits. The Client should contact TFA to use the Algorithm Software on a demo MT4/5 account. It is important to note that any results on the demo account are subject to future market conditions.

**2.3. Balancing Profit and Risk:**

Ultimately, the Client must weigh the potential for profit against the level of risk involved in Algorithmic Trading. While modifying the default parameters may increase the potential for profit, it also amplifies the potential for losses. The default parameters are designed to offer a balanced risk-reward profile. TFA do not assume liability for any investment losses or gains resulting from the Client's decisions to use the Algorithm Software Service or the default settings.

**2.4. Consultation and Guidance:**

The Client is encouraged to consult with TFA to seek their professional guidance when considering changes to the default parameters. TFA can offer insights, expertise, and assistance in evaluating the potential impact of modifying parameters on risk and reward. This collaborative approach ensures the Client continues to undertake well-informed decisions aligned with their investment objective.

## 3. SUBSCRIPTION FEES AND PROFIT WITHDRAWAL PROCEDURES

**3.1. Subscription Fees:**

TFA will be entitled to receive a Subscription Fee of **40%** of the gross profits generated from the Client's MT4/5 account to cover the costs of the license and operations of the Algorithm Software Service. This payment amount will be calculated based on the gross profit generated by the Algorithm and Brokerage Firm bonuses and will be withdrawn by the Client each month. The calculation is based on the actual profits realised, not on the original deposit amount.

The Subscription Fees include the below:
a) Algorithm Development and update maintenance
b) Server costs, which the MT4/5 Account operates within
c) TFA Business Development

**3.2. Profit Withdrawal Timeframe:**
a) The Client shall be responsible for withdrawing all profits generated by the Algorithm within the designated timeframe of the last three days of each calendar month.
b) The specified withdrawal timeframe is essential due to the policy of the Brokerage Firm, which permits only one free withdrawal per calendar month.
c) In the event that withdrawals are made after the designated timeframe and extend into the following month, the Brokerage Firm reserves the right to charge a fee of £20 GBP for any second withdrawal within that calendar month.

**d)** Withdrawals can take 2-3 business days from the time of submission and can only be initiated on the Brokerage Firm's Client Portal.

**3.3.** **Profit Withdrawal Method and Return of Deposits:**
   **a)** All withdrawals from the MT4/5 account, up to the initially deposited amount, must be processed exclusively through the same card and bank account that was used for the deposit. This requirement aligns with the Brokerage Firm's Anti-Money Laundering policy (Further detail provided below).
   **b)** Withdrawals can only be initiated through the Client Portal, which is accessible solely by the Client. Consequently, TFA cannot access or manipulate the Client's initial deposit, thereby ensuring the integrity and security of the Client's funds.

**3.4.** **Profit Withdrawal through International Money Payments and Additional Fees:**
   **a)** Once the total withdrawal amount exceeds the sum initially deposited, the Client may utilise any withdrawal option through the Client Portal, such as the International Money Payments, cryptocurrencies, and other available options. This usually takes 3-5 business days from the time of submission and acceptance by the Brokerage Firm.
   **b)** It is essential for the Client to acknowledge that TFA shall not assume responsibility for any additional fees imposed by the chosen withdrawal method for the transaction.
   **c)** The Client further acknowledges and understands that different banks and financial institutions may impose varying fees and charges for withdrawal transactions. These fees may include, but are not limited to, bank fees, transaction fees, currency conversion fees, or any other charges imposed by the financial institution or payment processor.
   **d)** The Client is advised to thoroughly review the terms and conditions of their chosen payment method to fully understand any associated fees or charges, with no liability to TFA.

**3.5.** **Subscription Fees Calculation:**
   **a)** **Profit-Based Subscription Fees:**
   The subscription fees for the Algorithm Software Service are calculated as **40%** of the gross profits withdrawn by the Client.
   **b)** **Maximising Long-Term Wealth:**
   TFA's profit-based subscription fee is strategically designed to maximize the Client's long-term wealth, aligning our interests with the Client's objectives.
   **c)** **Calculation Basis:**
   The subscription fees are charged on the gross profit withdrawn directly from the MT4/5 account. Any further transaction fees imposed by the banks and financial institutions will be paid by the Client.

**3.6.** **Responsibility for Subscription Fees Payment:**
   The Client is responsible for paying the subscription fees for the Algorithm Software Service. These fees for the services rendered under this Agreement shall be payable upon receipt of the withdrawal. **Payment should be made within 5 working days upon receipt of the withdrawal**. It is important to note that TFA does not provide prior notification of the fees before the Client's withdrawal, as the MT4/5 account operates in real-time, and profits may be generated during the delay in notification and withdrawal submission. Therefore, the fees are

calculated and charged based on the amount withdrawn by the Client. It is the Client's responsibility to remain informed about the applicable subscription fees.

**3.7. Bank Transfer:**
The Client shall initiate payment to TFA by transferring funds to the designated bank account. The account details will be provided, ensuring a seamless and secure transaction process.

**3.8. Delay in Payment:**
TFA reserves the right to impose a penalty fee of 5% on Subscription fees in the event of a delay exceeding 5 working days from the receipt of MT4/5 account withdrawal into the Client's bank account or financial institution. Failure to make payment within 10 working days may result in termination of the Algorithm Software Service and initiation of legal action.

**3.9. Fees Reduction Opportunities:**
**Refer a Friend:**
The Client has the opportunity to make a one-time reduction in subscription fees through a 'refer a friend scheme', which is a referral marketing program. Additionally, the Client may also choose to affiliate with TFA for extra rewards and ongoing benefits. For further information on this option, the Client is encouraged to consult with TFA.

MT4/5 accounts with net deposits exceeding £8k+ may also request for a fee reduction to 30%. Therefore, we recommend contacting TFA for further information.

**3.10. Performance Disclaimer:**
TFA's fee's structure is carefully designed to align TFA's interests with the Client's financial success, emphasising TFA's dedication to maximising the Client's long-term wealth. However, it is important to note that while TFA strives to achieve optimal results, TFA cannot guarantee specific outcomes or performance.

**3.11. Subscription Fees Adjustment:**
TFA reserves the right to adjust the subscription fees at its discretion upon providing the Client with a 30-day notice. Any adjustments will be made based on market conditions, operational costs, or other relevant factors affecting the provision of the Algorithm Software Services.

**3.12. Termination for Non-payment:**
In the event of non-payment of subscription fees by the Client within the specified timeframe, TFA reserves the right to suspend or terminate access to the Algorithm Software Services without further notice. The Client remains liable for any outstanding fees accrued up to the date of termination.

## 4. WITHDRAWAL FROM ALGORITHM SOFTWARE SERVICES

### 4.1. Algorithm Software Service:

This Agreement will be binding indefinitely whilst the Algorithm Software Services are being utilised on the Client's MT4/5 account. TFA or the Client may wish to terminate this Agreement and withdraw from the Algorithm Software Services and may do so at any time by informing the other Party. Upon complete withdrawal of the MT4/5 account, any gross profit above the deposit will be liable for the subscription fee and still owed to TFA.

### 4.2. Forced Closure of Open Positions:

If the Client chooses to withdraw from the Algorithm Software Services with immediate effect, any open positions in the Client's MT4/5 account will be forcibly closed. This forced closure of open positions may result in an additional loss from the Client's deposit. TFA is not liable for loss arisen due to Forced closure of open positions, and any loss will not be part of the Profit-Based Subscription Fees.

### 4.3. Loss Prevention Measures:

To prevent additional losses due to the forced closure of open positions, the Client must inform TFA to stop the Algorithm from placing additional trades once current open positions have closed. This will prevent any new trade positions that may result in additional losses for the Client.

### 4.4. Option to Set Algorithm Closure Date:

The Client has the flexibility to choose a specific date for the natural conclusion of the Algorithm Software Services. Should the Client wish to utilise this feature, it is their responsibility to inform TFA of their desired closure date. By providing this information, the Client can exercise control over the duration of the Algorithm Software Services in alignment with their individual preferences and investment strategies.

## 5. TERMS AND CONDITIONS OF BROKERAGE FIRM

### 5.1. Brokerage Firm Referred as VT Markets:

VT Markets is a cutting-edge trading platform designed to provide traders worldwide with an exceptional trading environment. Its primary objective is to create a next-generation platform that surpasses existing options in terms of features and functionality. Please see VT Market's regulations www.vtmarkets.com/company/regulation/regulation/.

### 5.2. Terms and Conditions:

To obtain comprehensive information about VT Markets' operational procedures, the Client is advised to visit the official website of the firm.
https://www.vtmarkets.com/.

### 5.3. Withdrawal Policy:

VT Markets must uphold strict protocols in compliance with Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) laws. These comprehensive measures encompass requiring withdrawals to be exclusively directed to accounts bearing the same name as the registered MT4/5 account, conducting thorough verification of withdrawal requests through bank statement analysis, and potentially requesting information concerning the source of deposits. VT Markets retains the discretion to decline withdrawals that may lead to negative MT4/5

account balances. For a comprehensive understanding of these policies, the Client is encouraged to visit the VT Markets website https://www.vtmarkets.com/deposit-withdrawal-policy/.

**5.4. Negative Balance Protection:**
The Brokerage Firms provide negative balance protection, which means the Client will never need to owe any more money beyond what the Client has deposited.

## 6. INTELLECTUAL PROPERTY

**6.1. Ownership and Exclusive Rights:**
TFA retain full ownership and exclusive rights of the Algorithm Software Services and all related intellectual property rights, including patents, trademarks, trade secrets, and copyrights. The Client acknowledges and agrees that the Algorithm Software and any information provided by TFA are the exclusive property of the TFA and the Client's right to use the software does not include possession and instead only includes access to the Service. This is a User Licensing Agreement and not a sale of the software.

**6.2. Restrictions on Use:**
The Client shall not, without the prior written consent of TFA, reproduce, distribute, modify, reverse engineer, or create derivative works based on the Algorithm Software or any information provided by the TFA. The Client acknowledges that unauthorised use or alteration of the Algorithm will violate this Agreement and applicable laws and will result in legal action.

**6.3. Feedback and Suggestions:**
The Client acknowledges that any feedback, suggestions, or ideas provided to TFA regarding the Algorithm may be utilised for any purpose, without any obligation to the Client. The Client acknowledges that TFA may incorporate such feedback or suggestions into future versions or enhancements of the Algorithm Software.

**6.4. Third-Party Intellectual Property:**
TFA shall not be held liable for any infringement of third-party intellectual property rights arising from the Client's use of the Algorithm or any information provided, except in cases where such infringement results from a breach of this Agreement by TFA.

## 7. CONFIDENTIALITY

**7.1. Confidentiality Obligations:**
TFA will securely store information such as the Client name, Client email, VPS IP address, and VPS password. Both Parties agree to utilise the confidential information solely for the purpose of providing and receiving the services specified in this Agreement. Both Parties commit to maintaining the confidentiality of the aforementioned information and agree not to disclose it to any third party, except as required by law or with the prior written consent of the other Party.

**7.2. Security Measures:**
The Parties undertake to implement reasonable physical, technical, and administrative safeguards to prevent unauthorised access to the confidential information. These measures aim to ensure the confidentiality and integrity of the information.

**7.3.** **Employee and Contractor Compliance:**
The Parties shall ensure that their respective employees, agents, and contractors are made aware of the confidentiality obligations outlined in this Agreement. The Parties shall also enforce compliance with these obligations to protect the confidentiality of the information.

**7.4.** **Use of Anonymised MT4/5 Account Performance Data:**
The Client acknowledges and agrees that TFA may use anonymised MT4/5 account performance data for promotional purposes, including but not limited to marketing materials, presentations, or public showcase.

**7.5.** **Survival of Obligations:**
The confidentiality obligations shall survive the termination or expiration of this Agreement, ensuring the continued protection of the confidential information.

## 8. DATA SECURITY AND PRIVACY:

**8.1.** **Compliance with Applicable Laws and Regulations:**
TFA shall implement appropriate technical and organizational measures to ensure the security and confidentiality of the Client's personal information in compliance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. TFA shall not sell, rent, or disclose the Client's personal information to any third party without the Client's explicit consent, except as required by law.

**8.2.** **Purpose and Consent:**
TFA shall collect and utilise the Client's personal information only for the purposes of providing the Algorithm Software Services, unless permission is explicitly provided otherwise.

**8.3.** **Security Measures:**
TFA shall implement appropriate technical and organisational measures to ensure the confidentiality, integrity, and availability of the Client's personal information, and to prevent unauthorised access.

**8.4.** **The Client's Rights:**
The Client has the right to access, rectify, erase, object, anonymise and lodge a complaint to the processing of their personal information, in accordance with applicable laws. TFA shall comply with any such requests made by the Client, to the extent required by law. Please see TFA Privacy Policy found at *www.tradeforexalgorithm.com/privacy-policy/.*

**8.5.** **Data Breach Notification:**
In the event of a data breach by either Party that may compromise the security of the Client's personal information, both Parties shall be promptly notified and the relevant authorities, in accordance with the requirements of applicable data protection laws and regulations. The Client should immediately change/reset all passwords as listed in **Section 1.5**. Types of Passwords and Access.

# 9. REPRESENTATION AND WARRANTIES

## 9.1. TFA's Representation and Warranties:

TFA represents and warrants to the Client that:

a) **Authority and Power:** TFA has the authority and power to enter/terminate this contract in accordance with this Agreement and its obligations.

b) **Service Performance**: TFA represents that the Algorithm Software Services will be provided with reasonable care, skill, and diligence, and will be performed in accordance with industry standards.

c) **No Misrepresentation**: TFA represents that it has made no false or misleading statements, representations, or warranties to the Client in connection with the Algorithm Software providing service and shall promptly notify the Client of any material changes that may affect the performance of the service.

d) **No Guarantee of Performance:** It acknowledges that while it strives to provide accurate and reliable Algorithm Software Services, it cannot guarantee specific outcomes, profits, or performance results, as market conditions and factors beyond its control may impact the results.

e) **Limitation of Liability:** TFA shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with the use of the Algorithm Software Services, including but not limited to lost profits, loss of data, or interruption of business, except to the extent caused by TFA's gross negligence or willful misconduct.

f) **The Client's Acknowledgment of TFA's Limitation of Liability:** The Client acknowledges and agrees that TFA's liability, as outlined in Clause 9.1(e), is limited to the extent permitted by law. The Client further understands that TFA shall not be held responsible for any indirect, incidental, consequential, or punitive damages arising from the use of the Algorithm Software Services, including but not limited to lost profits, loss of data, or interruption of business operations. The Client accepts this limitation of liability as a fundamental aspect of engaging with TFA and utilizing its services.

## 9.2. The Client's Representation and Warranty:

The Client represents and warrants to TFA that:

a) **Authority and Power:** The Client has the authority and power to enter into this contract and to perform its obligations under this Agreement.

b) **Investment Knowledge and Risk Understanding:** The Client acknowledges that they have sufficient knowledge and understanding of the financial markets, trading strategies, and the risks involved in Algorithmic Software Trading. The Client assumes full responsibility for investment decisions executed by the Algorithm Software Services.

c) **No Misrepresentation:** The Client represents that they have made no false or misleading statements, representations, or warranties to TFA in connection with the provision of information or any other aspect related to the Algorithm Software Services.

d) **Investment Risks:** The Client acknowledges that using TFA involves inherent risks, including but not limited to market volatility, system failures, and potential financial losses. The Client assumes all risks for their MT4/5 account.

e) **Reliance on Information:** The Client understands that Algorithm Software Parameters are set based on historical data, market analysis, that past performance is not indicative of future results. The Client acknowledges that TFA does not guarantee any specific outcomes, profits, or investment returns.

f) **Limitation of Liability:** The Client agrees that TFA shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the Algorithm Software Services, except to the extent caused by TFA's gross negligence or willful misconduct.

## 10. INDEMNIFICATION

The Client agrees to defend, and hold harmless TFA and the Algorithm Managers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

   i. Any breach of this Agreement by the Client;
   ii. Any unauthorised use of the Algorithm Software by the Client;
   iii. Any claims or disputes arising between the Client and any third party in relation to the use of the Algorithm Software;
   iv. Any trading decisions made by the Client using the Algorithm Software;
   v. Any violation of applicable laws or regulations by the Client; and
   vi. Any other acts or omissions of the Client.

## 11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, excluding any conflicts of law provisions that would result in the application of the laws of another jurisdiction. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 12. DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, breach, termination, or validity, shall be resolved through arbitration administered by the London International Arbitration Centre (LIAC) in accordance with its Arbitration Rules then in effect, unless the parties agree otherwise. The seat of arbitration shall be London, United Kingdom. The language of the arbitration shall be English. The arbitral award shall be final and binding upon both parties, and judgment upon the award may be entered in any court of competent jurisdiction.

## 13. ENTIRE AGREEMENT

   a) This Agreement constitutes the entire agreement between TFA and the Client regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written.
   b) Any modifications or amendments to this Agreement must be made in writing and signed by both parties before implementation.

## 14. ASSIGNMENT

The Client shall not assign, transfer, or sublicense any rights or obligations under this Agreement without the prior written consent of TFA's senior management.

## 15. NOTICES

Any notices or communications required or permitted under this Agreement shall be made writing within 2 weeks and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail, or sent by reputable overnight courier service to the addresses specified in this Agreement or to such other address as may be designated in writing by the parties.

## 16. INDEPENDENT CONTRACTOR

The relationship between TFA and the Client is that of independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

## 17. SURVIVAL

All provisions of this Agreement that inherently require continuing effect beyond its termination or expiration, including but not limited to confidentiality obligations, indemnification clauses, and limitations of liability, shall remain in full force and effect.

## 18. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, lockouts, riots, acts of war, terrorism, or governmental action ("**Force Majeure Event**").

**DEFINITIONS**

**Algorithm Software/Trading**: The utilisation of computer programs or software and other automated tools to make trading decisions and execute trades on behalf of the Client, based on their risk appetite set in parameters.

**Algorithm Managers:** Refers to a person that assists the Client by providing information about the software and guiding them in its effective utilization. TFA licenses the software, and the Algorithm Managers serves as a supportive person for the Client during the process**.**

**Brokerage Firm:** A financial institution or company that provides services for buying and selling securities on behalf of the Client.

**MT4/5 Account:** An MetaTrader 4/5 account refers to the trading account opened by the Client on the Brokerage Firm's platform. The Algorithm is uploaded to the MT4/5 account to execute trades portfolio.

**Client Portal**: The MT4/5 account(s) maintained by the Client with the applicable Brokerage Firm(s) platform for the purpose of depositing, withdrawing and other account management.

**Parameters:** The specific instructions and parameters that determine the Algorithm Software strategy. This can be provided by the Client or default parameters set by TFA. This includes, but is not limited to, target price, risk tolerance, equity guardians and others defining the trading strategies.

**Default Parameters**: A hypothetical minimum investment portfolio developed by TFA based on a particular investment strategy. It is not tailored to meet the individual financial requirements of any specific user.

**Virtual Private Server (VPS):** The Client may be required to purchase/rent a remotely accessed computer to run the Algorithm 24/7. For this purpose, TFA recommends the VPS service provided by FXVPS.PRO having website *https://www.fxvps.pro/*. A VPS is a remote computing environment for running Algorithm Software 24/7.


**Further Information:**
Please refer to our website: www.tradeforexalgorithm.com for further guidance and the latest blog posts on development.

IN WITNESS WHEREOF, TFA and the Client have executed this User Licensing Subscription Agreement as of the date signed by the Client.

Shivalay Kara

_____                    _____

(TFA Algorithm Manager)                              (The Client)

*Shivalay Kara*



Date: _____