

## Terms of Service

### SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement, including any of its exhibits, annexes and appendixes (collectively, the “**Agreement**”), is entered into by and between Horizen Global (“**Company**”) and the individual or entity clicking to accept this Agreement and/or accessing or using the Service (“**Customer**”) (each, a “**Party**” and collectively, the “**Parties**”). By clicking “I Agree”, “Accept”, “Sign Up”, “Create Account” or otherwise indicating assent electronically, or by accessing or using the Service, Customer acknowledges and represents that it has fully read and understood, and agrees to be bound by, the terms of this Agreement as of the date of such acceptance (the “**Effective Date**”). If the individual accepting this Agreement does so on behalf of an entity, such individual represents that they have authority to bind that entity, in which case “Customer” refers to that entity. Customer may use the Service (as defined below) solely subject to the terms below.

1. **Definitions.** The following capitalized terms have the meanings set forth below:

- 1.1 “**Affiliate**” with respect to any entity, means any other entity controlling, controlled by or under common control with such entity, where “control” means direct or indirect ownership or voting control of fifty percent (50%) or more of the equity or voting securities of the entity in question or having the power, by commitment or otherwise, to elect a majority of the Board of Directors (or similar governing body) of the entity in question.
- 1.2 “**Broker Account Connection**” means any connection, linking, authorization, API connection, credentialing, OAuth grant, token, or other integration that enables Customer to connect a third-party brokerage account, broker, dealer, exchange member, introducing broker, clearing broker, custodian, or other financial intermediary (each, a “**Broker**”) to the Service.
- 1.3 “**Customer Data**” means electronic data and content submitted to the Service by Customer and Users in connection with their use of the Service (defined below), excluding Analytics Information (defined below).
- 1.4 “**Feature**” means any module, tool, functionality, or feature of the Service.
- 1.5 “**Initial Subscription Term**” means the initial subscription period selected by Customer at sign-up (monthly or annual), commencing on the Effective Date (or such other date displayed to Customer at checkout).
- 1.6 “**Market Data**” means any quotes, pricing, last-sale data, bid/ask data, fundamental information, news, indicators, or other market or financial information, in each case provided by Company or a third party in connection with the Service.
- 1.7 “**Marketplace Terms**” means the additional terms and conditions applicable to Sellers (and, as applicable, to buyers/subscribers of Seller strategies) set forth in **Exhibit A** (Terms of Marketplace), as may be updated from time to time as permitted by this Agreement.
- 1.8 “**Marketplace**” means the Company-hosted (or Company-enabled) functionality within the Service that allows Sellers to list, offer, license, publish, distribute, or otherwise make available Seller Strategies to other Customers or Users, and allows other Customers or Users to browse, evaluate, purchase, subscribe to, or access such Seller Strategies, subject to the Marketplace Terms.
- 1.9 “**Privacy Policy**” means Company’s then-current privacy policy available at: [\[add link to privacy policy\]](#) and/or on Company’s website, as updated

from time to time.

- 1.10 “**Seller**” means a Customer or User that elects to offer, market, license, publish, list, or otherwise make available Seller Strategies through the Marketplace.
- 1.11 “**Subscription Fees**” means the fees for the subscription plan selected by Customer (monthly or annual) as presented at checkout or in the Service, and any applicable taxes.
- 1.12 “**Subscription Scope**” means the permitted subscription plan (monthly or annual) and any usage limitations, if any, displayed to Customer in the Service, in the account settings, or on Company’s website (each as may be updated from time to time).
- 1.13 “**Subscription Term**” means the period during which Customer has an active, paid subscription to the Service, as described in Section 19.1.
- 1.14 “**Trade Execution**” means the placement, routing, submission, modification, cancellation, processing, or execution (or attempted execution) of any order, instruction, or transaction in securities, derivatives, crypto-assets, foreign exchange, commodities, or other financial instruments through or in connection with a Broker Account Connection, whether initiated by Customer, a User, any Seller Strategy, any automation, or any AI Feature.
- 1.15 “**Users**” means an employee of Customer authorized to access and use the Service on behalf of Customer.

## 2. **Subscription.**

- 2.1 **Access Right.** Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access and use the Company’s software-as-a-service platform (the “**Service**”) during the Subscription Term, solely for Customer’s internal business purposes and/or personal use (as applicable) and in accordance with this Agreement (collectively, the “**Subscription**”). Unless otherwise indicated, the term “**Subscription**” also includes any manuals or documentation provided or made available to Customer in connection with the operation of the Service (“**Documentation**”). Customer may use the Service subject to the Subscription Scope, other usage limitations or restrictions specified in this Agreement, and applicable laws and regulations.

Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Service and for ensuring their

compatibility with the Service.

- 2.2 **Additional Purchases.** Company offers one off-the-shelf product. If Company enables optional add-ons, upgraded plans, additional Features, or additional volume/usage from within the Service (collectively, “**Additional Purchases**”), Customer may purchase them through the Service (or through any other method made available by Company). Any such Additional Purchases will be charged in accordance with the pricing presented at the time of purchase, and unless otherwise stated will be prorated and/or become effective immediately.
- 2.3 **Authorization and Account Security.** Customer is solely responsible for maintaining the confidentiality and security of its Account credentials and any credentials, keys, tokens, API credentials, or authorizations used to establish a Broker Account Connection, and for all activity conducted through the Service using Customer’s Account and/or any Broker Account Connection. Company may rely on any instructions received through Customer’s Account (including via any automation, any AI Feature, or any Seller Strategy enabled by Customer) as authorized by Customer.
- 2.4 **Account Setup.** In order to access the Service, Customer is required to set up an administrative account with Company, by submitting the information requested in the applicable Service interface (“**Account**”), and each User may need to set up a user account (each, a “**User Account**”, and references herein to the “**Account**” shall be deemed to include all such User Accounts if applicable). Customer warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be responsible and liable for all activities that occur under or in the Account. Customer will require that all Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be fully responsible and liable for any breach of this Agreement by a User. Customer must ensure that each User complies with the terms of this Agreement. Any unauthorized access to or use of the Service must be immediately reported to the Company.
- 2.5 **Broker Account Connections; Trade Execution.** If the Service enables Broker Account Connection and/or Trade Execution (now or in the future), Customer may elect to connect one or more Broker accounts to the Service and/or transmit trading instructions through the Service, subject to: (a) Customer’s separate agreement(s) with the applicable Broker(s) and any applicable third-party terms; (b) the Subscription Scope and any eligibility requirements displayed in the Service; and (c) applicable laws and regulations. Customer acknowledges and agrees that: (i) Company is not a broker-dealer, investment adviser, futures commission merchant, introducing broker, commodity trading advisor, portfolio manager, fiduciary, or trade execution venue; (ii) Company does not receive, hold, or safeguard Customer funds, securities, or brokerage assets; (iii) all orders are executed (if at all) by the applicable Broker and not by Company; (iv) Company does not guarantee execution, price,

timing, availability, or performance of any Trade Execution; (v) Broker Account Connections may be provided by Brokers and/or third-party integration providers and may fail, be delayed, be unavailable, or be revoked; and (vi) Customer is solely responsible for all orders, positions, consequences, and compliance obligations arising from any Trade Execution and any Broker Account Connection, including verifying accuracy of any order details and monitoring execution and account status. Customer authorizes Company to transmit instructions, signals, and data to and from the connected Broker(s) as directed by Customer through the Service.

- 2.6 **No Responsibility for Brokers and Third Parties.** Company is not responsible for, and makes no representations or warranties regarding, any Broker, any Broker services, any market data, any exchange or venue, any clearing or settlement, or any third-party integration provider. Without limiting the generality of the foregoing, Company will have no liability for any losses, damages, costs, taxes, fees, charges, or consequences arising from or relating to: (a) any Broker’s actions or omissions, including order handling, execution, failure to execute, partial executions, rejections, cancellations, margin calls, liquidations, account restrictions, suspensions, or closures; (b) inaccurate or delayed quotes, Market Data, or account data provided by any Broker or third party; (c) any connectivity, latency, downtime, API changes, or authentication failures; or (d) Customer’s use of any Broker Account Connection or any Trade Execution.

3. **Support Services.**

- 3.1 Company may provide technical support and maintenance for the Service in its discretion, but does not provide any service level agreement (SLA) and does not guarantee any specific uptime, availability, response times, or resolution times, unless expressly agreed by Company in writing. Without limiting the foregoing, Company may suspend the Service for maintenance, upgrades, or other operational reasons.

4. **Subscription Fees.**

- 4.1 **Subscription Fees.** Customer shall pay Company the Subscription Fees for the subscription plan selected by Customer (monthly or annual) as presented at checkout, in the Service, or on Company’s website (as applicable). Company may change fees for future subscription periods by providing notice through the Service, via email, or at checkout prior to renewal, and such change will take effect at the start of the next subscription period.

Customer shall pay Company the Subscription Fees specified at checkout or in the Service (the “**Subscription Fees**” or “**Fees**”).

- 4.2 **Other Fees.** Customer shall pay Company whatever other fees or charges that Customer affirmatively elects to purchase through the Service or that are otherwise expressly agreed in writing between the Parties (“**Other Fees**”, and together with the Subscription Fees, the “**Fees**”).

- 4.3 **General.** Unless expressly stated otherwise by Company at checkout or in the Service: (a) all Fees are stated, and are to be paid, in U.S. Dollars; (b) all payments under this Agreement

are non-refundable, and without any right of set-off or cancellation, except where required by applicable law; (c) Fees are payable in advance - monthly for monthly subscriptions and annually for annual subscriptions - and Customer authorizes Company (and its payment processors) to charge Customer's selected payment method accordingly; and (d) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable law, and Company may charge Customer reasonable collection costs to the extent permitted by law.

4.4 **Payment Processing; Auto-Renewal.** Customer authorizes Company (and its payment processors) to charge Customer's selected payment method on a recurring basis for the applicable subscription plan (monthly or annual) until Customer cancels in accordance with this Agreement. If Company is unable to process a payment using Customer's selected payment method, Company may (a) retry such payment, (b) suspend access to the Service as permitted under this Agreement, and/or (c) require Customer to update its payment method.

4.5 **Suspension.** Company reserves the right to temporarily suspend provision of the Service: (a) if Customer is seven (7) days or more overdue on a payment; (b) if Company deems such suspension necessary as a result of Customer's breach of Section 5 (*Subscription Restrictions*); (c) if Company reasonably determines suspension is necessary to avoid material harm to Company, its systems, or its other customers, including if the Service's infrastructure is experiencing attacks or disruptions outside of Company's control; or (d) as required by law or at the request of governmental entities.

4.6 **Taxes.** Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Company's net income. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Company shall be increased by the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction. If a purchase order (or purchase order number) is required by Customer in order for an invoice to be paid, then Customer shall promptly provide such purchase order (or number) to Company.

5. **Subscription Restrictions.** As a condition to the Subscription, and except as expressly permitted otherwise under this Agreement, Customer shall not do (or permit or encourage to be done) any of the following Subscription restrictions (in whole or in part): (a) copy, "frame" or "mirror" the Service; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Service to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) publicly perform, display or communicate the Service; (d) modify, alter, adapt, arrange, or translate the Service; (e) decompile, disassemble, decrypt, reverse

engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (f) remove, alter, or conceal any proprietary rights notices displayed on or in the Service; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (h) make a derivative work of the Service, or use it to develop any service or product that is the same as, competes with (or substantially similar to) it; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; (j) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure (collectively, the "**Subscription Restrictions**"); (k) use the Service to place, route, or execute trades or orders on behalf of any third party (including as a fiduciary, asset manager, investment adviser, broker, dealer, or agent), except as expressly permitted by the Marketplace Terms (for Sellers) or as otherwise expressly permitted in writing by Company; or (l) use the Service in any manner that violates applicable securities, commodities, or other financial services laws or regulations, including rules relating to investment advice, solicitation, marketing, and performance claims.

6. **Personal Data.** Company's collection and use of personal data in connection with the Service is described in the Privacy Policy. By creating an Account and/or using the Service, Customer acknowledges and agrees that Customer has read and understood the Privacy Policy.

7. **Mutual Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

8. **Intellectual Property Rights.**

8.1 **Service.** As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service and all related software and intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features (but not material functionalities, unless it improves the material functionality) and user interface of the Service. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

8.2 **Feedback.** If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding any of the Service (collectively, "**Feedback**"), all rights,

including intellectual property rights in such Feedback shall belong exclusively to Company and such shall be considered Company's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

8.3 **Analytic Information.** Customer acknowledges and agrees that Company may collect and process information regarding the configuration, performance, security, access to, and use of the Service by Customer for its internal business purposes, including to develop, improve, support, secure, and operate the Service and to fulfill legal obligations. Any anonymous information, derived from the use of the Service (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Service) which is not personally identifiable information and does not identify Customer ("**Analytics Information**") may be used by Company to provide the Service, for compliance with applicable laws, and for development and/or statistical purposes. Analytics Information is Company's exclusive property.

9. **Customer Data.** While using the Service, Customer Data may be made available and/or accessible to Company or the Service. Customer hereby grants Company and its Affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data, including without limitation for Company's provision of the Service and related services hereunder as further specified in this Agreement. The Service does not operate as an archive or file storage service and Customer is solely responsible for backups of Customer Data. As the exclusive owner of the Customer Data, Customer represents, warrants and covenants that to the extent the Customer Data includes any personally identifiable information, Customer has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable laws, including, without limitation privacy laws, as to allow Company to receive, transfer and use the Customer Data solely in order to perform the Service. Company may use or disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; and/or (b) to collect, store, transfer, and/or process the Customer Data through Company's Affiliates, third party service providers and vendors, as reasonably necessary to provide the Service. Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data.

10. **Third Party Components.** The Service may use or include third party open source software, files, libraries or components, or other third party software (collectively, "**Third Party SW**"), that may be distributed to Customer and are subject to third party license terms. A list of any Third Party SW and related licenses will be provided by Company upon request. If

there is a conflict between any third party license and the terms of this Agreement, then the third party license terms shall prevail, but solely in connection with the related third party software. Company makes no warranty or indemnity hereunder with respect to any third party software.

11. **Confidentiality. "Confidential Information"** means any non-public information disclosed by or on behalf of one Party ("**Discloser**") to the other Party ("**Recipient**") pursuant to this Agreement that is marked as "confidential," or in some other manner to indicate its confidential nature. Without limiting the foregoing, the Service is Company's Confidential Information. Confidential Information does not include any information which: (i) is or becomes generally known and available to the public through no act of the Recipient; (ii) was already in the Recipient's possession without a duty of confidentiality owed to the Discloser at the time of the Discloser's disclosure; (iii) is lawfully obtained by the Recipient from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser. The Recipient may use the Discloser's Confidential Information solely to perform its obligations under this Agreement. Except as set forth in the immediately following sentence, the Recipient will not disclose the Discloser's Confidential Information to any third party except to its employees, consultants, affiliates, agents, and subcontractors having a need to know such information to perform its obligations under this Agreement who have signed a non-disclosure agreement with the Recipient containing terms at least as protective of the Discloser's Confidential Information as those contained herein. The Recipient may disclose the Discloser's Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that it notifies the Discloser of such required disclosure to enable Discloser to seek a protective order or otherwise to prevent or restrict such disclosure. All right, title, and interest in and to Confidential Information are and will remain the sole and exclusive property of the Discloser. The Recipient will use no less than commercially reasonable efforts to protect the Discloser's Confidential Information from unauthorized access, use, or disclosure. Notwithstanding anything to the contrary in this Agreement, Company's obligations with respect to the protection of Customer Data are solely as set forth in Section 9 (*Customer Data*).

12. **DISCLAIMER OF WARRANTIES.** Company represents and warrants that, under normal, authorized use, the Service shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Service. The warranty set forth herein shall not apply if the failure of the Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Service; (iii) use of the Service other than in accordance with the Documentation; or (iv) the combination of the Service with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE

AND ANY CONTENT, OUTPUTS, INSIGHTS, SIGNALS, RECOMMENDATIONS AND RESULTS THEREOF (INCLUDING TRADING INFORMATION), AI FEATURE OUTPUTS, MARKET DATA, AND RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, BE ACCURATE, COMPLETE, RELIABLE, OR OPERATE ERROR-FREE OR UNINTERRUPTED; (ii) ANY OUTPUTS OR RESULTS (INCLUDING ANY AI FEATURE OUTPUTS) WILL BE CORRECT, COMPLETE, NON-MISLEADING, TIMELY, OR ACHIEVE ANY PARTICULAR OUTCOME; OR (iii) ANY ERRORS, DEFECTS, OR SECURITY VULNERABILITIES WILL BE CORRECTED. EXCEPT AS SET FORTH IN SECTION 77 (*MUTUAL WARRANTIES*) AND THIS SECTION 1212, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES, OR FOR ANY BROKER, EXCHANGE, CLEARING, SETTLEMENT, MARKET DATA, OR THIRD-PARTY PROVIDER ISSUES. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY ADDITIONAL WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER OR OTHER THIRD PARTY.

13. FOR THE AVOIDANCE OF DOUBT, COMPANY DOES NOT WARRANT OR GUARANTEE THAT ANY TRADING INFORMATION, MARKET DATA, AI FEATURE OUTPUTS, OR OTHER CONTENT WILL BE ACCURATE, COMPLETE, CURRENT, OR ERROR-FREE, AND CUSTOMER MUST INDEPENDENTLY VERIFY ALL SUCH INFORMATION BEFORE RELYING ON IT OR ACTING UPON IT.

14. **AI FEATURES.** Company may involve and/or allow access to and/or use of artificial intelligence tools and/or Features, including, without limitation, features provided by third parties (collectively, "**AI Features**"). AI Features provided by third parties are subject to the applicable third party's terms. When activating and/or using AI Features, Customer acknowledges and agrees to comply with applicable third party's terms, and that Customer Data and personal information may be transferred, processed and/or stored by third parties. Results generated by AI Features are automatically produced (by machine) and may be inaccurate, incomplete, misleading, non-current, not unique, or otherwise unreliable, and may include "hallucinations" (i.e., outputs that appear plausible but are factually incorrect or not supported). Customer is solely responsible for (a) independently reviewing, validating, and testing any outputs, recommendations, signals, alerts, or other results prior to relying on them, and (b) any actions taken based on such results. Company does not guarantee the accuracy, completeness, or usefulness of any AI Feature outputs, and any use of AI Features is at Customer's own discretion and sole risk.

15. **Trading, Securities, and Investment-Related Disclaimers.** The Service may include AI-driven tools, analytics, signals, commentary, alerts, recommendations, rankings, model outputs, or other information related to

financial instruments, securities, derivatives, crypto-assets, foreign exchange, or other assets (collectively, "Trading Information"). Trading Information is provided for informational and educational purposes only and does not constitute (and shall not be construed as) investment advice, investment research, a recommendation, an offer, solicitation, or invitation to buy or sell any security or other financial instrument, or to engage in any investment strategy or transaction. Company is not acting as an investment adviser, broker-dealer, financial advisor, commodity trading advisor, portfolio manager, or fiduciary, and does not provide individualized or personalized advice. Customer acknowledges that laws and regulations relating to investment advice, marketing of financial services, and trading recommendations vary by jurisdiction, and Customer is solely responsible for ensuring that its access to and use of the Service (and any Trading Information) complies with all applicable laws, rules, and regulations, including any licensing, registration, marketing, distribution, suitability, appropriateness, disclosure, and consumer-protection requirements. Customer is solely responsible for its investment decisions and activities. Customer should consult qualified, licensed professionals (including legal, tax, and regulated financial professionals) before making any investment decision. Trading involves substantial risk, may not be suitable for all persons, and can result in the loss of some or all capital. Past performance (including simulated, back-tested, or hypothetical results) is not indicative of future results. Any forecasts, projections, estimates, or AI-generated outputs are inherently limited, may be inaccurate, and are not guarantees of performance or results.

**16. LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, REPUTATION OR GOOD WILL, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. NEITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, OTHER THAN WITH REGARDS TO DIRECT LIABILITY RELATING TO WILLFUL MISCONDUCT, GROSS NEGLIGENCE, BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, CUSTOMER'S MISAPPROPRIATION OR OTHER VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER), WHICH SHALL BE UNCAPPED. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY SHALL HAVE NO LIABILITY FOR: (A) CUSTOMER'S OR ANY USER'S INVESTMENT DECISIONS, TRADING ACTIVITIES, LOSSES, OR DAMAGES; (B) ANY TRADE EXECUTION, FAILURE TO EXECUTE, OR PARTIAL EXECUTION; (C) ANY ACT OR OMISSION OF ANY BROKER OR THIRD-PARTY PROVIDER; OR (D) RELIANCE ON ANY TRADING INFORMATION, MARKET DATA, AND/OR AI FEATURES.

**17. No Professional Advice; No Reliance.** Without limiting any other disclaimer in this Agreement, Customer acknowledges and agrees that the Service (including any Trading Information and any AI Feature outputs) does not constitute legal, tax, accounting, financial, investment, or other professional advice, and Customer will not rely on the Service as a substitute for advice from qualified professionals.

**18. AI and Trading Risk Acknowledgement.** Without limiting any of the foregoing, Customer acknowledges that (a) AI systems may produce errors, "hallucinations", or outputs based on incomplete, biased, or outdated information, and (b) any reliance on Trading Information or AI Feature outputs may result in financial loss. Customer assumes all risks arising from its use of the Service, Trading Information, and AI Features.

**19. Indemnification.**

19.1 Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Service, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages finally awarded by a court of competent jurisdiction against Customer that are attributable to any such IP Infringement Claim, provided that Customer (i) promptly notifies Company in writing of such claim; and (ii) grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

19.2 If the Service becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate the affected subscription upon written notice to Customer, and Customer shall be entitled to receive a pro-rated refund of any prepaid Subscription Fees based on the remaining period of the corresponding Subscription Term.

19.3 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance with Customer's instructions or specifications; (ii) if relevant, Customer's failure to implement software updates provided by Company specifically to avoid infringement; or (iii) the combination or use of the Service with equipment, devices or software not supplied by Company or not in accordance with the Documentation.

19.4 This Section 19 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

**20. Term and Termination.**

20.1 **Term.** This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue for so long as

Customer maintains an active, paid subscription (the "Subscription Term"). For monthly subscriptions, the Subscription Term renews automatically on a monthly basis; for annual subscriptions, the Subscription Term renews automatically on an annual basis, in each case unless Customer cancels prior to the next renewal through the Service (if available) or by providing notice to Company in accordance with Section 21.11 (Notices), and subject to any notice/cutoff timing presented at cancellation. Fees charged for the current billing period are non-refundable except where required by applicable law.

- 20.2 **Termination for Convenience.** Customer may terminate this Agreement at any time by cancelling its subscription. Company may terminate this Agreement for convenience upon providing at least thirty (30) days' prior notice to Customer (which may be provided by email or through the Service), provided that if Company terminates for convenience, Company will refund any prepaid, unused Subscription Fees covering the period after the effective date of termination. For the avoidance of doubt, except as expressly stated in the prior sentence or where required by applicable law, no Fees will be refunded upon termination, and Customer shall be liable for full payment of any Fees due for the subscription period in progress up to the effective date of termination.
- 20.3 **Termination for Breach.** Each Party may terminate this Agreement immediately upon written notice to the other Party if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be seven (7) days).
- 20.4 **Termination for Bankruptcy.** Each Party may terminate this Agreement upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (a) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (b) the other Party makes a general assignment for the benefit of its creditors; (c) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days; or (d) the other Party is liquidating, dissolving or ceasing normal business operations.
- 20.5 **Effect of Termination; Survival.** Upon termination of this Agreement for any reason: (a) the Subscription shall automatically terminate, (b) Customer shall cease all access and use of the Service thereunder and shall, if applicable, remove the applicable Service from all hard drives, networks and other storage media and destroy all copies of the applicable Service in Customer's possession or under Customer's control, and to the extent requested by Company, provide a certification to that effect within ten (10) business days, and (c) Customer shall (as directed) permanently erase and/or return all Confidential Information of Company in Customer's possession or control. Following termination, all outstanding Fees and other charges that accrued as of termination shall become immediately due and payable, and if

necessary Company shall issue a final invoice therefor. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of liability) shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

21. **Marketplace; Sellers.** If Customer elects to become a Seller and/or use the Marketplace, Customer agrees to comply with the Marketplace Terms. The Marketplace Terms are incorporated into, and form part of, this Agreement by reference. If there is a conflict between the Marketplace Terms and this Agreement, then, as between Company and Customer in connection with the Marketplace, the Marketplace Terms will control.
22. **Miscellaneous.**
- 22.1 **Entire Agreement.** This Agreement, including the data processing agreement (if applicable), the Marketplace Terms (if applicable), and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. Any terms and conditions (whether printed, linked to or otherwise), within any purchase order or related correspondence which that purport to modify or supplement the terms and conditions of this Agreement (or the corresponding Order Form), shall be void and of no effect.
- 22.2 **No Waiver.** The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing.
- 22.3 **Severity.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it enforceable.
- 22.4 **Government Use.** Any use of the Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement and applicable law.
- 22.5 **No Third Parties.** Except as stated otherwise herein, this Agreement is for the sole benefit of the Parties hereto, and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person.
- 22.6 **Assignment.** Customer may not assign this Agreement or any rights or obligations under it without Company's prior written consent. Company may assign this Agreement (in whole or in part) without Customer's consent (a) to an Affiliate, or (b) in connection with a merger, consolidation, change of control, reorganization, or sale of all or substantially all of Company's assets or business. This Agreement will bind and benefit the Parties and their respective successors and permitted assigns.

- 22.7 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Israel without regard to principles of conflicts of law. All disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Tel-Aviv Yaffo, Israel; provided, however, that nothing in this Agreement shall prevent a Party from seeking injunctive relief to enforce the terms of this Agreement in any venue or jurisdiction as determined in such Party's sole discretion and convenience.
- 22.8 Amendments. Company may update this Agreement from time to time by providing notice to Customer by email, through the Service, or by posting the updated Agreement within the Service or on Company's website. Unless otherwise required by applicable law, Customer's continued use of the Service after the effective date of any such update constitutes Customer's acceptance of the updated Agreement.
- 22.9 No Agency. This Agreement does not, and shall not be construed to, create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party.
- 22.10 Force Majeure. Company will not be liable for any delay or failure to provide the Service resulting from circumstances or causes beyond the reasonable control of Company, including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company.
- 22.11 Notices. Notices to either Party shall be deemed given: (a) when sent by email (to Customer at the email address associated with Customer's account, and to Company at an email address designated in the Service or on Company's website), upon transmission without bounce-back or error message; (b) if sent by courier or registered mail, upon confirmed delivery to the addresses designated by the Parties; or (c) if delivered through the Service (including in-app notices), when posted. Company may update its notice details by posting updates in the Service or on its website.

\* \* \* \* \*

## Exhibit - Terms of Marketplace

1. **Overview.** The Marketplace enables Sellers to list, publish, and offer strategies, models, signals, alerts, content, templates, configurations, and related materials (collectively, "Seller Strategies") to other Customers or Users ("Buyers"). Company provides the Marketplace as a technology platform only.

2. **Eligibility; Seller Responsibilities.** Seller represents, warrants, and covenants that: (a) it has all rights and permissions necessary to offer the Seller Strategies and any related IP; (b) the Seller Strategies and Seller Content (defined below) are accurate and not misleading, and do not contain prohibited or unlawful content; (c) it will comply with all applicable laws and regulations, including advertising, consumer protection, and any securities, commodities, and financial services laws, including rules regarding testimonials, performance claims, and risk disclosures; and (d) it will provide all legally required disclosures to Buyers.

3. **No Fiduciary; No Investment Advice by Company.** Company does not endorse, screen, verify, or guarantee any Seller or Seller Strategies, and does not provide investment advice, portfolio management, brokerage, clearing, custody, or trade execution services through the Marketplace. Any information provided by Sellers is provided by the Seller only.

4. **Seller Content; License to Company.** "Seller Content" means any Seller Strategies and any associated content, descriptions, metadata, marketing materials, performance statements, and communications uploaded, posted, transmitted, or otherwise provided by Seller through the Marketplace. Seller grants Company and its Affiliates a non-exclusive, worldwide, royalty-free, sublicensable (through multiple tiers), transferable license to host, store, reproduce, display, perform, distribute, transmit, and make available the Seller Content solely to operate, market, and provide the Marketplace and the Service.

5. **Transactions; Payments; Fees.** Company may enable payments between Buyers and Sellers through Company or third-party payment processors. Company may charge platform fees, commissions, processing fees, refunds, chargebacks, taxes, and other amounts as disclosed in the Service and/or at the time of the applicable transaction. Seller authorizes Company (and its payment processors) to collect and remit amounts due and to withhold amounts reasonably required for refunds, chargebacks, disputes, fraud, and compliance. Company does not guarantee any sales volume or revenue.

6. **Prohibited Conduct.** Seller must not: (a) misrepresent performance, track record, expected returns, or risks; (b) post false or misleading statements; (c) infringe third-party IP; (d) violate privacy rights; (e) attempt to circumvent Marketplace fees; (f) solicit Buyers off-platform where such conduct is intended to avoid fees or platform rules; or (g) use the Marketplace for unlawful purposes.

7. **Reviews; Moderation; Removal.** Company may monitor, moderate, remove, suspend, or restrict any Seller, Seller Content, or Seller Strategies at any time in its sole discretion, including for compliance, legal, risk, reputational, or operational reasons, without liability to Seller.

8. **Disclaimers.** THE MARKETPLACE, SELLERS, SELLER STRATEGIES, SELLER CONTENT, AND

ANY RELATED RESULTS ARE PROVIDED "AS IS" AND "AS AVAILABLE". COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY SELLER, BUYER, OR ANY SELLER STRATEGY, INCLUDING ANY PERFORMANCE OR OUTCOMES.

9. **Indemnity.** Seller shall indemnify, defend, and hold harmless Company and its Affiliates, and their respective officers, directors, employees, and agents, from and against any claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Seller Content or Seller Strategies; (b) Seller's breach of the Marketplace Terms; (c) Seller's violation of applicable law; or (d) allegations that Seller Content infringes or misappropriates third-party rights.

10. **Relationship Between Seller and Buyer.** Any contract formed between a Seller and a Buyer (if any) is solely between that Seller and that Buyer. Company is not a party to such arrangements and is not responsible for disputes between Sellers and Buyers.

11. **Termination.** Company may suspend or terminate Seller's access to the Marketplace at any time. Upon termination, Company may delist Seller Strategies and remove Seller Content. Sections intended to survive (including disclaimers, limitation of liability, and indemnity) shall survive.

