



Ames Investment Systems (AIS) Algorithm Software Use Agreement

1. Agreement to Use Trading Algorithm - This is an Agreement for the use of the Trading Algorithm only. Customer has no ownership interest in the Trading Algorithm or right to use the Trading Algorithm or Trading Data¹ beyond the term of this Agreement. This is not an agreement for the lease, loan, or for the purchase of any equipment and/or hardware necessary to operate the Trading Algorithm. AIS agrees to maintain and service the Trading Algorithm for use by all Customers and Customer agrees to pay AIS the Fees described below. All payments made pursuant to this Agreement are non-refundable. Upon execution of this Agreement, no Fees will be assessed for a trial period that consists of the time between the date of the first trade made by Alpaca Securities and the end of that month. Thereafter, the fees are as follows:

Essential

Monthly Use Fee:

- \$20.00/month for any amount between \$5.00 and \$29,999.00 held in Customer's Alpaca Securities' account, based on the monthly statement's ending balance; Customer's initials: _____.

AIS may, in its sole discretion, increase the Monthly Use Fee after the first month upon one month's notice to Customer of a fee increase.

Premier

Percentage Fee that applies, when Customer's Alpaca Securities' monthly statement balance exceeds \$30,000.00 (Customer must select one):

- 1.00% of initial trading account balance (collected once when Customer's Alpaca Securities' monthly statement balance first exceeds \$30,000.00), plus; 1% of trading account balance upon termination of this Agreement (collected upon termination of this Agreement); Customer's Initials: _____.
- 2.00% of initial trading account balance; Customer's Initials: _____.

Monthly Commission that applies, in addition to Percentage Fee, after Customer's Alpaca Securities monthly statement balance first exceeds \$30,000.00:

Customer agrees to pay monthly invoices that include a 20.00% Commission on the increased value of Customer's Alpaca Securities account based on ending balance of Customer's monthly Alpaca Securities' statement for the preceding month. Should Customer's Alpaca Securities statement for the preceding month show a decrease in account value, no commission payment is owed.

2. Commencement of Agreement - This agreement is effective when signed by both Customer and AIS and Customer and AIS have met to discuss use of the Trading Algorithm. The mutual obligations commence when the

Trading Algorithm is installed, connected, and determined to be in good working condition.

3. Term and Automatic Renewal – The “Initial Term” of this agreement is the first month following Commencement of Agreement. After the first month the Agreement automatically renews and converts to a Month-to-Month contract governed by this Agreement. If the Agreement is terminated any time after the initial month the Monthly Use Fees will be prorated up to the date of the cancellation notice or the last active trading date, whichever is later.

4. Cancellation – This Agreement can be terminated by either party at any time for any reason. If an invoice amount is not paid within the 30-day invoice terms, the Trading Algorithm will be turned off. This Agreement will be fully terminated if an Invoice amount is not paid within 90 days.

5. Taxes – AIS is not responsible for paying any taxes or other tax consequences related to portfolio gains or losses and Customer acknowledges sole responsibility for all tax related issues and obligations arising from portfolio gains or losses. AIS does not report portfolio gains or losses to any taxing authorities.

6. 90 Day Temporary Customer Service Pause – Customer can pause the algorithm for up to 90 days, however, customer will still be responsible for paying the Monthly Use Fee.

7. Late Charges - If Customer does not pay all charges by the due date specified on an invoice within 30 days from the date of the invoice, Customer agrees to pay a late fee equal to 10% (compounded monthly) of the amount due under the invoice.

8. Terms of Use - The Terms of this Agreement govern your access to, the usage of all content, product, and services available through AIS' Algorithms. All of the terms and conditions contained herein and all other rules and policies, including those by Alpaca Securities, which are incorporated herein, govern Customer's access to AIS' service and are subject to Customer's acceptance without modification. By accessing or using any part of AIS' services, Customer agrees to be bound by the terms of this Agreement. This Agreement does not transfer or loan to Customer any of AIS' intellectual property or portions thereof including Trading Data for executed trades, or any other proprietary rights related to AIS' Algorithms. All rights, titles, and interest in AIS' intellectual property and Trading Data will remain solely with “Thomas Ogdin Ames”, AIS, and its licensors or assignees, and shall not be disclosed, produced, or in any way shared by Customer with any other person or entity.

AIS' services may also include the use third-party services, applications, or Application Program Interfaces, to connect AIS' Trading Algorithm to Third-Party Trading services.

9. Limitations of Liability – AIS shall not be liable to Customer for any direct, consequential, incidental, punitive damages, fines, levies, or any other monetary amounts arising from, or related to the services provided pursuant to this Agreement. Customer acknowledges and agrees that by entering into this Agreement, Customer did not rely on

¹ “Trading Data” as used herein includes ticker symbols, the number of shares bought or sold, and the date and time of each trade.



Ames Investment Systems (AIS) Algorithm Software Use Agreement

any written or oral communications, representations, or guarantees (including but not limited to brochure or proposals) not expressly set forth in this Agreement. In making the decision to enter into this Agreement Customer agrees and represents that Customer relied only on Customer's own investigation and due diligence regarding this Agreement and its subject matter and Customer understands that Customer can turn off the Trading Algorithm at any time.

10. Notices - All notices and other communications directed to AIS or to Customer, as required or permitted under this agreement shall be deemed to have been duly given if made in writing via U.S. mail at the address provided on page one of this agreement, when signed for if delivered by hand, or when received by email, text, sms, phone calls.

11. Assignment - Customer may not assign any rights or obligations under this agreement without AIS prior written consent. AIS may, without your consent and without prior notification assign this agreement, or any right or obligation thereof, to a third party.

12. Applicable Law; Venue; Jury Waiver - This Agreement shall be deemed fully executed, performed, governed, and construed in and under the laws of the State of Colorado. You agree that performance of your payment obligation under this Agreement shall be in Colorado and that the State Courts of Colorado shall have sole jurisdiction of all matters relating to this Agreement. Customer and AIS hereby each waive their right to a trial by jury.

13. Severability - If any provision of this Agreement is held unenforceable then such provision will be modified or interpreted to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

14. Merger; Integration - This Agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements representations, and understandings with respect thereto. This agreement may only be modified by a written document duly exercised by the parties.

15. Force Majeure - Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes to the extent beyond the Parties reasonable control; acts of God, accident, riots, war, terrorist act,

epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, fire, explosion, generalized lack of availability of hardware or energy. Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

16. Trading Algorithm Disclosure and Waiver: The Trading Algorithm is an automated trading program that can be turned off by the Customer at any time. All Customers receive use of the same Trading Algorithm. The Trading Algorithm is impersonal and is not tailored to any specific individual's or a Customer's unique situation. AIS is not required to register with the NFA as a CTA and is publicly claiming this exemption.

17. Investment Disclaimer and Disclosure: AIS is not a broker-dealer and is not registered as broker-dealer with FNRA, SEC, or the FDIC. Customer understands that Thomas Ogdin Ames of AIS was born August 4, 2004 and has developed and maintained the Trading Algorithm on his own and is not licensed to give financial advice or trade commodities. AIS and its principles are NOT registered as an investment advisor. Customer acknowledges this Disclosure and hereby waives any claims arising from the use of the Trading Algorithm. All investment strategies involve the risk of loss. Any reference to a Trading Algorithm's past or potential performance is not, and should not be construed as, a guarantee or recommendation of a specific outcome or profit. There is a possibility that Customer may sustain a loss equal to or greater than Customer's entire investment, therefore, Customer should not invest or risk money that Customer cannot afford to lose. Online trading is not suitable for all investors. Trading Algorithm strategies should not be followed by any individual without prior consultation with a financial professional for the purpose of assessing the ideas or strategies that are suitable to Customer based on Customer's own personal financial risk tolerance and objectives. The buy and sell points shall not constitute an offer to sell, a solicitation of an offer to sell or purchase any securities, nor should it be deemed to be an offer, or a solicitation of an offer, to purchase or sell any investment product or service.

This is the end of the Agreement, signatures follow.

Customer's Printed Name: _____

Customer's Signature: _____
(If Customer is an LLC, signature by its managing member)

Date: _____