

TRADER ACCEPTANCE FORM 06032026

This document constitutes the full and complete agreement (the “Agreement”) between _____, residing at _____ (“Trader”), and TakeProfitTrader LLC, a Florida Limited Liability Company with its principal place of business at 1317 Edgewater Dr #3797, Orlando, Florida 32804 (“TakeProfit”).

By completing and submitting this agreement, the Trader acknowledges and confirms that they have carefully read, fully understood, and voluntarily accept all terms and conditions set forth herein, including all rules, guidelines, and obligations described in this document. The Trader further acknowledges that this agreement is intended to serve as a binding contract, effective as of _____, and that no other document is incorporated by reference.

The Trader understands that by signing below, they are affirmatively indicating their acceptance of each corresponding section and of the entire agreement as set forth in this document. This format is intended to facilitate clear, unambiguous consent to the contractual relationship and all associated obligations.

RECITALS

WHEREAS TakeProfit recruits’ prospective traders to apply for a managed trading account with TakeProfit

WHEREAS TakeProfit desires to retain Trader as an independent account manager and trader;

WHEREAS TakeProfit desires to retain TRADER to assist TakeProfit in managing a trading account and providing certain other financial trading services to TakeProfit;

WHEREAS TRADER is willing to provide such services to TakeProfit on an exclusive basis, in accordance with this Agreement; and

WHEREAS TRADER desires to manage and trade TakeProfit accounts remotely and to utilize the services of TakeProfit financial data.

AGREEMENT

NOW, THEREFORE, TakeProfit and TRADER, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. TERMS OF TRADER APPOINTMENT AND TRADING

- A. Trader Appointment. TakeProfit hereby appoints TRADER, and TRADER hereby accepts such appointment, as an Account Manager / Trader of TakeProfit for the purpose of executing electronic trade orders as a representative of TakeProfit, and to provide various financial account services on behalf of TakeProfit as more specifically set forth in this Agreement.

TRADER shall utilize TRADER's best efforts in the performance of TRADER's obligations hereunder and at all times hereunder, TRADER shall conduct him/herself in a reputable manner and in full compliance with all applicable laws, rules, regulations, decisions and orders, including, without limitation, any and all applicable rules, guidelines and regulations of TakeProfit. TRADER understands that this Agreement is non-exclusive as to TakeProfit and that TakeProfit reserves the right to enter into similar agreements with other companies and/or traders for the management and executions of electronic orders of TakeProfit's accounts. TRADER shall manage the trading account in a professional, competent, and honest manner.

- B. Trading Equipment. Trading Platforms available for use are documented on TakeProfitTrader.com website. All trades must be executed on an approved TakeProfit Trader platform.
- C. TakeProfit Trade Review. TakeProfit monitors all trading activity and may refuse to accept any trade execution and such decision shall be at the sole and absolute discretion of TakeProfit. A complete execution shall be considered accepted when (1) it has been approved by TakeProfit verbally, in writing, or electronically and (2) it has been notified by TakeProfit, in writing, that it has been accepted.
- D. Trading Execution. TRADER acknowledges that all trade executions must be approved by TakeProfit, at its sole and absolute discretion, and shall only become effective upon written notice by TakeProfit. Furthermore, TRADER acknowledges that all aspects of any TakeProfit managed account trade executions are subject to the management and approval of TakeProfit and TRADER shall make no representation to the contrary.

Additionally, TakeProfit, in its sole and absolute discretion, reserves the right to halt trading for any or all products across all test, PRO and PRO+ accounts for an indefinite period of time under certain circumstances. This decision is within the exclusive authority of TakeProfit and shall be final and binding. TakeProfit shall not be liable for any consequences or damages arising from such a decision, and all parties agree to indemnify and hold TakeProfit harmless in connection with the exercise of this right.

Additionally, TRADER acknowledges that he/she shall not place or accept buy and sell orders in the same product and expiration month, and, for a put or call option, the same strike price, where the TRADER knows or reasonably should know that the purpose of the orders is to avoid taking a bona fide market position exposed to market risk (transactions commonly known or referred to as wash trades or wash sales). Buy and sell orders for different accounts with common beneficial ownership that are entered with the intent to negate market risk or price competition shall also be deemed to violate the prohibition on wash trades. Additionally, no TRADER shall knowingly execute or accommodate the execution of such orders by direct or indirect means.

Additionally, TRADER acknowledges that for most over-the-counter derivatives transactions, potential counterparties are permitted to communicate prior to execution. However, as a general rule, pre-trade communications are not permitted for futures transactions executed on a designated contract market. *See* CME Group Rule 539. There are exceptions for certain ex-pit transactions, such as block trades and exchange for related position transactions. These exceptions require satisfaction of certain conditions and limitations under applicable designated contract market rules.

- E. Account Funds. TRADER acknowledges that all funds to be managed by TRADER in connection with any account is the sole property of TakeProfit, and shall be under the sole control of TakeProfit. TRADER agrees that if any such trades are executed from the managed account, or received by TRADER, shall be deemed to have executed trades in trust for the benefit of TakeProfit and shall be immediately remitted directly to TakeProfit.
- F. Provision of Documents. In the event that TakeProfit requests any information, recordings, or documentation, either directly or indirectly, such information and documentation shall be provided on an expedited basis.
- G. Marketing and Solicitation Materials. When soliciting prospective traders on behalf of TakeProfit, TRADER may only use such marketing and solicitation materials as have been approved in writing by TakeProfit. Also, any website used by TRADER for marketing or solicitation must be approved in advance by TakeProfit. Any change or modification of such materials or website must be approved in writing by TakeProfit. As set forth herein, TRADER shall only conduct business under the name of TakeProfit and shall not use any other name in its advertising, identification or internet URLs.

2. CME RULE COMPLIANCE, TRADING CONDUCT STANDARDS AND UNIVERSAL TRADING POLICIES.

- A. Incorporation of CME Exchange Rules. TRADER acknowledges and agrees to conduct all trading activity in accordance with the Chicago Mercantile Exchange (CME) Rulebook, including but not limited to Chapter 5 – Trading Qualifications and Practices and the disciplinary and enforcement procedures set forth in Chapter 4 – Enforcement of Rules, together with all related Market Regulation Advisory Notices (MRANs), Special Executive Reports (SERs), and Market Surveillance Notices issued by CME Group that clarify or interpret these rules. For the avoidance of doubt, such incorporation applies solely to trading behavior, order entry, execution, and market conduct on exchange-connected platforms. Violations of any of these provisions, or conduct inconsistent with the principles of competitive, bona fide trading, shall constitute a material breach of this Agreement and may result in immediate account termination, forfeiture of profits, and reporting to the relevant exchange or regulatory authority.
- B. CME Rule 531 – Trading Against Customers’ Orders Prohibited. TRADER shall not knowingly take, directly or indirectly, the opposite side of any customer order for their own account, an account in which they have a direct or indirect financial interest, or an account over which they have discretionary trading authority. Exceptions apply only to (a) bona fide error corrections under Rule 527, (b) Exchange for Related Positions under Rule 538, or (c) block trades executed in accordance with Rule 526.
- C. CME Rule 533 – Simultaneous Buy and Sell Orders for Different Beneficial Owners. TRADER may not execute or enter opposite buy and sell orders for the same product and expiration month (or, for an option, the same strike price) unless the orders are for different beneficial owners and entered in compliance with CME Rule 533.
- D. CME Rule 534 – Wash Trades Prohibited. TRADER shall not place or accept buy and sell orders in the same product and expiration month (or, for an option, the same strike price) where the purpose or effect is to avoid taking a bona fide market position exposed to market risk. Buy and sell orders for different accounts under common beneficial ownership, if entered with the intent to negate market risk or price competition, are deemed wash trades and strictly prohibited under CME Rule 534. TRADERS are expected to employ Self-Match Prevention (SMP) functionality or equivalent risk controls to minimize the potential for self-matching and must not engage in “freshening” positions, indirect washes, or any other coordinated activity that results in a wash outcome. Any activity suggestive of self-trading, offsetting positions without risk exposure, or prearranged offsetting trades may result in immediate termination of the TRADER’s account and forfeiture of profits.

- E. CME Rule 539 – Pre-Execution Communications and Noncompetitive Trades. TRADER shall not prearrange, pre-negotiate, or noncompetitively execute any transaction except in accordance with CME Rule 539. Any pre-execution communication intended to arrange a transaction must follow the CME’s approved crossing protocols (G-Cross, C-Cross, or R-Cross) as described in CME Advisory RA2401-5 (April 8, 2024). Any violation of these provisions constitutes prohibited prearrangement and is subject to immediate account termination and regulatory referral.
- F. CME Rule 575 – Disruptive Practices Prohibited. All orders must be entered for the purpose of executing bona fide transactions. TRADER shall not engage in any disruptive practices, including but not limited to entering orders with the intent to cancel or modify before execution, layering or spoofing activity, quote stuffing, or any conduct that misleads other market participants or disrupts the fair execution of transactions. This rule applies to all trading sessions including pre-opening, opening, continuous trading, and closing periods. Violations of Rule 575 may result in disciplinary action under this Agreement, including account suspension, forfeiture of profits, and referral to CME Market Regulation or the CFTC.
- G. Enforcement and Reporting. TakeProfit reserves the right to terminate any trading account, seize profits, or report any suspected violation of CME rules to relevant regulatory authorities, including the CME Group Market Regulation Department, the National Futures Association (NFA), or the Commodity Futures Trading Commission (CFTC). Compliance with these provisions is a condition of participation in all TakeProfit accounts, including test, PRO, and PRO+ environments. The TRADER further acknowledges that the CME Market Regulation Department may impose sanctions under Chapter 4 of the CME Rulebook, including denial of access, suspension, or fines, and that violations under this Agreement may give rise to such disciplinary consequences.
- H. Third-party tools. Traders are fully responsible for the use of any trade copiers or third-party automation tools connected to their TakeProfit Trader accounts. This includes ensuring the proper configuration, monitoring all copied activity, and accepting all risks or consequences resulting from their use. TakeProfit Trader is not liable for losses, violations, or account actions arising from trade copier activity, and all such activity will be treated as the trader’s own execution.
- I. Independent Trading Requirement. Trader acknowledges that the evaluation and funding process is designed to assess independent trading performance. Any coordinated, synchronized, mirrored, centrally directed, statistically structured, or risk-neutralizing trading activity across multiple identities or accounts is strictly prohibited and constitutes a

material breach of this Agreement.

TakeProfitTrader may take enforcement action upon a reasonable determination of such activity, including but not limited to profit forfeiture, account reset, account closure, permanent removal from the platform, or immediate termination of this Agreement and forfeiture of any unpaid or pending amounts, regardless of the specific tools, software, or methods used. Trader further agrees to comply with TakeProfitTrader's Independent Trade Execution Policy, as amended from time to time, which is incorporated herein by reference.

J. Trade Copier Usage. Trader may use trade copiers only for accounts owned and controlled by Trader and in compliance with the Trade Copier Policy. Any coordinated, mirrored, risk-neutralizing, or structured trade copier activity, directly or indirectly, across multiple users or identities, or participation in pass or payout services, constitutes a material breach of this Agreement. TakeProfitTrader may take enforcement action upon reasonable determination of such activity, including profit forfeiture, termination of this Agreement, and forfeiture of any unpaid or pending amounts. The Trade Copier Policy, as amended from time to time, is incorporated herein by reference.

K. Universal Trading Policies. Trader agrees to comply with TakeProfitTrader's Universal Trading Policies ("UTP"), as amended from time to time, which are incorporated herein by reference and form a material part of this Agreement. Any violation of the UTP constitutes a material breach of this Agreement.

Reference: CME Group Rulebook – <https://www.cmegroup.com/rulebook/CME/>

3. COVENANTS, REPRESENTATIONS AND WARRANTIES OF TRADER.

TRADER hereby makes the following representations and warranties to TakeProfit and acknowledges that such representations and warranties are material to this contract and TakeProfit's decision to enter into this Agreement with TakeProfit.

1. Compliance with TakeProfit Guidelines and Procedures. TRADER agrees to comply with the guidelines and procedures of TakeProfit. TRADER agrees that TakeProfit, its Associations and any federal or state regulatory agency having jurisdiction over TakeProfit may, from time to time, amend or revise their respective Rules and Procedures. TRADER hereby agrees to accept and abide by all such amendments and revisions within five (5) days after receipt of such revisions (or immediately if amendments and revisions relate to Procedures and require immediate compliance). Any intentional violation of the Procedures by TRADER will result in the immediate termination of this Agreement at the sole discretion of TakeProfit, In the event of such termination, all further Compensation due under this Agreement shall immediately cease.

2. TRADER Information. TRADER's identity, legal name and address is correctly set forth in the foregoing preamble and is verifiable through a federal, state or local government agency, and is true and correct. TRADER shall advise TakeProfit in writing of any change of his address on, or before, the date that the address is changed. TRADER also agrees to submit TRADER's e-mail address and phone number to TakeProfit.

B. Additional Warranties. TRADER further represents and warrants to TakeProfit as follow:

- TRADER has full power and authority to execute, deliver and perform this Agreement. This Agreement is valid, binding and enforceable against TRADER in accordance with its terms and no provision requiring TRADER's performance is in conflict with TRADER's obligations under any charter or any other agreement (of whatever form or subject) to which it is bound. Neither TRADER, any person, who has previously worked with TRADER, nor any unrelated business of TRADER has been subject to any (i) criminal conviction (excluding traffic misdemeanors or other petty offenses); (ii) bankruptcy filing; (iii) Internal Revenue Service lien; (iv) federal or state regulatory administrative, or enforcement proceedings; or (v) restraining order, decree, injunction or judgment in any proceeding or lawsuit alleging fraud or deceptive practices. TRADER shall immediately report to TakeProfit, in writing, any change in this representation.

C. Managed Account Exclusivity. TRADER represents, warrants, covenants and agrees that (i) the use of the managed trading account, or any part thereof, the TRADER managed trading account, or any part thereof, by any person or entity other than the TRADER will

not be permitted by TRADER, except to the extent permitted by the terms hereof annexed here from time to time and (ii) the TRADER shall not have the right to sublicense the use of the TRADER managed trading account on such specifically defined terms and conditions established by TRADER that are not inconsistent with the terms and conditions of this Agreement.

- D. Account and Software Trading Data. TRADER represents, warrants, covenants and agrees that the software and trading data provided under this Agreement has been selected by TRADER based on its general conformance to the needs identified by TRADER. TRADER assumes full responsibility for ensuring that the Software and Data provided under this Agreement and installation thereof satisfies its direct and indirect Trader's business and operational requirements.
- E. Number of Accounts: Each TRADER may have multiple accounts open at a time, with a maximum of five active PRO / PRO+ accounts in any combination (e.g., 3 PRO and 2 PRO+, or vice versa, or 5 PRO / 5 PRO+). TRADER is allowed to trade on these accounts simultaneously. Any PRO account beyond this initial limit of 5 will be queued for future activation. TRADER has the option to activate up to 10 passed tests within 30 calendar days. For example, if TRADER has been granted 5 PRO accounts on 1/5/25 and passed additional 7 trading tests on 1/17/25, five PRO accounts will be eligible for activation on 1/17/25 considering initial five PRO accounts are not active at that point. Remaining two passed tests will be eligible for activation on 2/5/25 (30 calendar days since initial five PRO accounts were activated) considering there is 3 or less active PRO accounts at that moment. It is strictly forbidden to trade PRO/PRO+ accounts against each other, meaning having open positions at the same time in different directions on the same or related products. Violation of this rule will result in the immediate liquidation of PRO/PRO+ accounts and forfeiture of all profits.

TakeProfit and its licensors provide no warranty or undertaking that the Software and Data is either appropriate or satisfactory for the business purposes for which it will be used. Furthermore, no warranty is given that it will meet any of the processing criteria of volume, security, tolerance, robustness or completeness that TRADER's direct or indirect TRADER's business environment may demand or that the Software and Data has been sufficiently tested to ensure that program errors or systems failures will not arise under certain conditions.

Furthermore, the systems environment into which the Software and Data is installed, and any changes thereto, which may cause a malfunction or systems failure shall not give rise to any claim whatsoever against TakeProfit. TRADER has evaluated the risks associated with the use and licensing of the trading software and data and accepts the entire risk

associated with such use and licensing. Recognizing the previously mentioned limitation, TRADER has taken appropriate steps to guard against any trade executions disruption or errors that may result as a consequence of a systems malfunction or failure for whatever reason.

TRADER recognizes and agrees that other than the warranties set forth herein, the software and data are provided by TakeProfit strictly "as is." except as set forth herein, all warranties and representations of any kind with regard to the software and data are hereby disclaimed, including the implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, system integration, data accuracy and warranties as to any results to be obtained by the TRADER, its subtraders, customers and all users from the use of the software and data, or information derived from or by means of the software and data. TakeProfit does not in any manner (i) guarantee the accuracy or completeness of the software or data, or (ii) warranty that the software or data will meet TRADER's requirements, be error free, or operate without interruption.

4. NON-SOLICITATION, NON-INTERFERENCE, NON-DISCLOSURE, NON DISPARAGEMENT.

- A. Non-Interference. So long as any Trader Agreement of any Trader solicited by TakeProfit remains in effect, TRADER shall not interfere in any manner whatsoever with the contractual rights and interests of TakeProfit under any such Agreement, either directly or indirectly (including, without limitation, through any partnership, joint venture, affiliate, or other entity or arrangement whatsoever), or to cause, or to attempt to cause, any approved TakeProfit Traders, to engage in trading managed accounts through any person or entity other than the TakeProfit. In the event of any material violation of this provision by TRADER, TakeProfit, at its sole discretion, may terminate this Agreement upon written notice to TRADER.
- B. Non-Solicitation. It is the intent of this Agreement that all relationships submitted to TakeProfit by TRADER through TakeProfit and accepted by TakeProfit shall belong to the TakeProfit, and that TRADER shall take no action, either directly or indirectly, to interfere with any such relationship. Without TakeProfit's prior written consent, TRADER shall not cause or permit any other person or entity to solicit or otherwise cause any trader and/or company to terminate its participation in TakeProfit's programs during the period that this Agreement remains in effect and for a period of three (3) years from the date of termination, expiration or cancellation of this Agreement or the life of the managed account with TakeProfit. Furthermore, during such period, the parties shall not directly or indirectly through another entity knowingly and intentionally call on, solicit, or take away or attempt to call on, solicit, or take away any employee, agent, affiliate, or TakeProfit of the other party to the Agreement in order to induce or attempt to induce such person to cease doing

business with the other party or its affiliates. Upon either written or oral notification of the violation of this provision, TRADER shall cease all further violation of this subparagraph forthwith. However, the cessation of further violation shall not relieve TRADER of liability for prior violations.

The parties acknowledge that the damages which TakeProfit will sustain by virtue of any loss of business which TakeProfit suffers as a result of such prohibited solicitation will be extremely difficult, if not impossible, to determine with certainty. Therefore, TRADER shall pay to TakeProfit as liquidated damages and to be determined by mediation.

In the event of any material violation of this provision by TRADER, TakeProfit, at its sole discretion, may terminate this Agreement upon written notice to TRADER, Furthermore, in the event of any material violation of this provision by TRADER, TakeProfit, at its sole discretion, may cease the payment of all compensation due to TRADER upon written notice to TRADER. The provisions of this paragraph shall survive termination of this Agreement. TRADER acknowledges that email is sufficient in this case.

C. Non-Disclosure of Confidential Information and Non-Dissemination of TakeProfit

Intellectual Property. Except in accordance with TakeProfit business, TRADER shall not use, either directly or indirectly, any TakeProfit Confidential Information or any TakeProfit Intellectual Property and TRADER shall not tell, disclose, transmit, or disseminate, either directly or indirectly, either orally or in writing, any TakeProfit Confidential Information or any TakeProfit Intellectual Property to any third party. "Confidential Information" shall be deemed to include all TakeProfit secret and confidential information with respect to customer lists and lead lists, trader list, TakeProfit customer information, TakeProfit pricing of products and services, presentations, processes, processors, financial partners, FCMs, account, trader communication, trader correspondence, fulfillment providers and TakeProfit's represented by TakeProfit, TakeProfit practices, policies and procedures, and similar TakeProfit proprietary information. As used herein, TRADER acknowledges that information concerning the likes, dislikes, peculiarities, business, and specific needs of TakeProfit leads, TakeProfit customers, and potential customers solicited on behalf of TakeProfit, constitutes Confidential Information.

Confidential Information shall also include information relating to TakeProfit's proprietary software and any TakeProfit internet interface and website to which TRADER is provided access. TRADER agrees that any systems, products and applications, of whatever nature, which include, but are not limited to, (a) computer programs, including without limitation, software, firmware, application programs, operating systems, files, and utilities; (b) supporting documentation for such computer programs, including without limitation, input and output formats, program listings, narrative descriptions, operating instructions and

programming instructions; (c) any tangible media upon which such computer programs are recorded, including without limitation, chips, tapes, disks, any diskettes, and (d) all changes, additions and/or enhancements to any of the foregoing, supplied or made available to TRADER by its agents, or suppliers, as applicable. TRADER shall not obtain title, copyrights or any other proprietary right to any Programs. At all times, TakeProfit shall retain all rights to such Programs, including but not limited to updates, enhancements and additions. TRADER shall not disclose or convey such Programs to any person or third party, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Programs. TRADER's use of such Programs shall be limited to that use expressly authorized by TakeProfit. The Programs shall remain, at all times, the exclusive property of TakeProfit. TRADER acknowledges that TakeProfit is the exclusive owner, of all rights and interests in TakeProfit's business and any related property, products or related trade secrets including, but not limited to "TakeProfit" and any Trading Platform related intellectual property, trademarks, services marks, name, likeness, design, logos, print or advertised presentation (not otherwise exclusively and expressly owned by TRADER) and all platforms related website, domain, code, source or web software, trade accounts and vendor information, sales and marketing materials, relationships, and trade secrets related to TakeProfit or Trading Platform (collectively "**Intellectual Property**"). The TRADER will covenant and agree that it shall be prohibited from using any of TakeProfit's Intellectual Property in any way in any manner or in any media whatsoever, unless previously approved in writing by TakeProfit. TRADER will not copy, translate, modify, adapt, decompile, disassemble or reverse engineer any source or object code version of software arising from or within the Club Platform. TRADER shall not sublicense, in whole or in part, any of the TakeProfit's Platform without prior express written approval of TakeProfit.

TRADER acknowledges and agrees that TakeProfit has expended great time and effort in developing its trading services for the marketplace. TRADER further acknowledges that all data, printed and written material, application forms, contracts, internet access, and other information furnished by TakeProfit to TRADER shall also be regarded by TRADER as TakeProfit Confidential Information. TakeProfit Confidential Information shall also include, but is not limited to, information pertaining to TakeProfit's business methods and computer systems, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software documentation, source code, system architecture, customer lists, financial information, sales, business and marketing plans and all of the contracts and correspondence generated by TakeProfit concerning the same. TRADER's use of TakeProfit's Confidential Information is limited to the term of this Agreement. Upon the expiration or termination of this Agreement, all of TakeProfit Confidential Information in TRADER's possession will

be returned to TakeProfit immediately.

In the event that TRADER is requested or becomes legally compelled to disclose any TakeProfit Proprietary Information, TRADER shall provide TakeProfit with prompt written notice so that TakeProfit may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement and TRADER will cooperate with TakeProfit in the effort of TakeProfit to obtain a protective order or other remedy. In the event that a protective order or other remedy is not obtained or TakeProfit waives compliance with the provisions of this Agreement, TRADER will furnish only that portion of the information, which is legally required and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded the information. In the event of any material violation of this provision by TRADER, TakeProfit, at its sole discretion, may terminate this Agreement upon written notice to TRADER.

- D. Non-Disparagement. TRADER will not make any false, disparaging, defamatory or derogatory statements, whether written or verbal, regarding TakeProfit, its affiliates, officers, managers, members, or employees or related or affiliated companies, or otherwise place any of the foregoing persons or entities in a false or negative light.
- E. Fulfillment Relationships. As part of the services provided by TakeProfit hereunder, TakeProfit shall introduce TRADER to one or more fulfillment companies, which perform back-end processing. TRADER acknowledges that the identity of such companies and information relating to such relationships is confidential and a trade secret of TakeProfit. For termination or expiration of this Agreement, neither TRADER nor any of TRADER's affiliates shall form or operate, participate in the formation or operation of, or provide services to, or on behalf of any business, which transacts any business, either directly or indirectly, with any said companies in which said companies serves as a back-end fulfillment. The violation of this Paragraph shall result in the immediate termination of this Agreement, at the sole discretion of TakeProfit.
- F. Injunctive Relief. TRADER understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of TakeProfit's CONFIDENTIAL INFORMATION and that injunctive relief would be appropriate to prevent any actual or threatened use or disclosure of such CONFIDENTIAL INFORMATION.
- G. Liquidated Damages. In case of unauthorized use or disclosure of the confidential information, TakeProfit shall be entitled to liquidate damages for each such use or disclosure. Notwithstanding the right to liquidated damages, TakeProfit has the right to take any measures available and to claim and receive a higher amount of compensation if

TakeProfit can prove that the actual damage sustained will exceed the amount of liquidated damages.

H. Account Confidentiality. TRADER will use all reasonable means, not less than that used to protect their own confidential or proprietary information, and to safeguard TakeProfit's Information. TRADER will not show, permit access to, or otherwise disclose any portion of the Information to anyone other than who are directly engaged in the execution of TakeProfit products or services. TRADER may satisfy a signing requirement by (a) using his/her own non-disclosure agreement, provided that TRADER maintains a complete and accurate record of authorized access, or (b) by assuming full responsibility for the actions of such access.

In the event of any material violation outline in this Section by TRADER, TakeProfit, at its sole discretion, may terminate this Agreement upon written notice to TRADER, Furthermore, in the event of any material violation of this provision by TRADER, TakeProfit, at its sole discretion, may cease the payment of all compensation due to TRADER upon written notice to TRADER and TakeProfit be entitled to seek and obtain appropriate injunctive relief in addition to monetary damages and any other available legal remedies. The provisions of this paragraph shall survive termination of this Agreement.

5. USE OF TAKEPROFIT MARKS.

TRADER may only use the TakeProfit name and TakeProfit Trademarks, Service Marks, trade names, logos, symbols, dress codes, copyrights, and the like (herein after referred to as "Marks") in promoting TakeProfit, subject to the sole discretion and prior written approval of TakeProfit. Upon termination of this Agreement, TRADER shall no longer use TakeProfit's name, Marks, or anything similar thereto.

6. COMPENSATION OF TRADER.

Subject to the provisions of this Agreement, TRADER shall be entitled to receive the compensation set forth in this Section from TakeProfit for the services rendered by TRADER to TakeProfit hereunder. TRADER shall receive, as compensation, a percentage of net profits, which is derived from net positive trades and which is paid to TakeProfit, for each managed account executed by TRADER and approved by TakeProfit. For the purposes of this Agreement, the term "net profits" shall mean the gross profits of executed trades less commissions, exchange, and routing fees. TRADER shall be entitled to receive compensation as outlined in this section. However, in any instance where this Agreement is terminated by TakeProfit for cause or as otherwise expressly provided herein, where payments of compensation to TRADER hereunder cease and TakeProfit shall have no further obligation to make any such payment.

TakeProfit in its sole and absolute discretion, may have TRADER execute simulated trades. Should TakeProfit elect to do this TRADER shall receive the same profits split as if it was an actual trade.

Trader shall receive an 80%/20% split of the profits in the PRO accounts, with 80 percent paid to the TRADER and 20% to TakeProfit. Trader is able to withdraw money at any time once he/she reaches the profit “buffer zone.” The buffer zone is equal to the maximum drawdown.

By way of example not limitation, a trader who passed the \$25,000.00 funding test has a maximum drawdown of \$1,500.00. He/she may not withdraw funds until after they reach the \$1,500.00 profit mark. The \$1,500.00 must stay in the account at all times to act as a buffer, and any amount of profit made above may be taken at any time.

If at any time the trader wishes to withdrawal profits inside of the buffer zone, they may, subject to the table below, however, it will result in the termination of the account.

Trader shall receive a 90%/10% split of the profits in the PRO+ accounts, with 90 percent paid to the TRADER and 10% to TakeProfit. There is no buffer zone in PRO+ accounts.

Profits Taken Inside Buffer	Amount of Buffer Received in PRO Account
<60 active trading days since account opening	50%
>60 active trading days since account opening	80%

If TRADER breaks a rule at any time and the account is liquidated, TRADER shall receive payment on net profits subject to the table above. All money inside the buffer will be paid out according to the table above, regardless of previous payouts. If a rule was broken, which forfeits profits as a consequence, TRADER is not eligible to withdraw forfeited profits.

Withdrawal requests from PRO and PRO+ accounts are made through the user dashboard (Control Center) at TakeProfitTrader.com and must be approved by a TakeProfit admin. Once the withdrawal is approved, the funds may be submitted for payout processing.

Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that TakeProfit shall be under no obligation to make any payment to TRADER hereunder with respect to any managed account activity for which TakeProfit is no longer

receiving, for any reason whatsoever, its corresponding compensation from TakeProfit (i.e. if TakeProfit doesn't get paid, then TRADER doesn't get paid). It is further understood and agreed that TRADER shall bear full liability to TakeProfit for the face value of any managed account, except to the extent that any such managed accounts are either directly or indirectly related or attributable to the fraud, negligence, failure to comply with the terms of this Agreement or TakeProfit rules, or other wrongful act of TRADER, or any of TRADER's affiliates, in which case TakeProfit shall have full recourse to TRADER, and TRADER shall be liable to TakeProfit for the full face value of any such managed account.

TakeProfit may, in its sole discretion, modify the Compensation Schedule. However, in the event that the change in the Compensation Schedule is due to a change in fees paid to TakeProfit, may change the Compensation Schedule consistent with the effective date of the change in fees paid to TakeProfit shall have the authority to withhold any consequential profits resulting from executions during restricted trading times, violation of trading rules and contracts, and are subject to forfeiture of said profits from trader's account and may result in immediate termination of trader's account.

TRADER shall be responsible for the payment of all expenses relating to TRADER's performance of this Agreement and TakeProfit shall have no obligation whatsoever to reimburse TRADER for any expenses incurred by TRADER in connection with this Agreement. In this regard, TRADER shall be responsible for all expenses and legal fees incurred by TakeProfit in connection with its review of all agreements, amendments to agreements, marketing materials that are proposed by TRADER. Expenses and legal fees relating to the review of changes to such documents or of new documents proposed or used by TRADER shall be paid by TRADER. The provisions of this Paragraph shall survive termination of this Agreement. Within 30 days of the termination or expiration of this Agreement, the Parties will reconcile outstanding accounts and pay to the other any monies due or owing.

7. PRO ACCOUNT RULES AND GUIDELINES.

A. TakeProfit PRO Account Trader Rules:

Any breach of the following rules will result in the liquidation of the PRO account.

1. TRADER must only trade permitted instruments during trading hours set forth herein.
2. TRADER must not allow their Account Balance to hit or exceed intraday trailing maximum drawdown limit. This includes open positions.
3. In order to keep the PRO Account, trader must trade at least one day per calendar week (Sunday-Friday). A "traded-day" is defined as a day, where at least one round-trip has

been executed on any permitted instrument.

4. TRADER is prohibited to trade limit up or limit down periods. Any trade that is open during these limit up/down periods will not be valid, whether they are filled or not. All existing positions will be considered closed at the limit up or down price. All profits from these trades will be forfeited and the account will be liquidated. You can find the price limits [here](#).
5. News: All PRO Accounts must be out of all positions, and have no open orders, one minute before, during, and after the news events that follow:
 - FOMC meeting minutes/announcements. You are allowed to trade through FED speakers.
 - NON-Farm payroll (NFP)
 - Consumer Price Index – CPI
 -

In addition to these news events, the following news events are prohibited for specific instruments:

- News event: crude oil inventories. Prohibited product - crude oil
- News event: bond auctions. Prohibited products - 10 year note, 30 year bond

TakeProfit reserves the right to cancel any trade and/or forfeit profits if there is a trade placed during the restricted times for the news releases.

Due to risky nature of news trading, any news rule violation will result in closing of account and forfeiture of all profits from the trade during restricted times around news releases. Please refer to the economic calendar at Forexfactory.com to keep track of all prohibited news events.

6. Trading Algos/Bots - At TakeProfit's sole discretion if you are potentially using a bot or are recklessly trading your account (example: scalping trades for couple of seconds multiple times per day), TakeProfit can choose to close your funded account and forfeit all profits made during such trading.

PRO account value will always start at same value as the test account. Traders' buying power and maximum total loss will always be the same as in the test.

Maximum Position Size - The summary of all contracts open at any given time.

Maximum Drawdown - Max drawdown from the peak account balance. The drawdown will follow you intraday as your account moves higher, but will not exceed the starting balance.

Futures Account Size	Maximum Position Size	Maximum Drawdown
\$25,000	3 Contracts	\$1,500
\$50,000	6 Contracts	\$2,000
\$75,000	9 Contracts	\$2,500
\$100,000	12 Contracts	\$3,000
\$150,000	15 Contracts	\$4,500

Example: You completed the \$25,000 test. Your total loss in the PRO account would be \$1,500. If you open a trade and your unrealized profit goes up to \$1,000, your minimum account balance would go up to \$24,500 in real time as your trade is open, meaning your account can never go below \$24,500. Drawdown limit continues to follow you up intraday, until the drawdown reaches your initial account balance. At that point, the drawdown does not move anymore. Note - The peak balance includes realized AND unrealized gains.

Your Net Profit and Loss cannot hit or exceed the above limits nor can you hold any position or positions exceeding the maximum buying power. In the event that any of these rules is violated, your positions will be automatically cancelled by TakeProfit staff or risk system, and your account will be terminated.

B. Permitted Products - Permitted trading products are listed below. These products will be added to and subtracted from. To get the most up to date list, it is the traders' responsibility to visit TakeProfit's knowledge base.

Silver(SI)	Copper (HG)	miNY Silver (QI)
E-mini S&P 500 (ES)	Eurodollar (GE)	Lean Hogs(HE)
E-mini, Natural Gas (QG)	2-Year Note (ZT)	Live Cattle (LE)
E-mini NASDAQ 100 (NQ)	5-Year Note (ZF)	Feeder Cattle (GF)
Mini-DOW (YM)	10-Year Note (ZN)	Corn (ZC)
Russel 2000 (RTY)	30-Year Bond (ZB)	Wheat (ZW)
miNY Gold(QO)	UltraBond (UB)	Soybeans (ZS)

E-Micro Products (M2K, MYM, MNQ, MES, M6E, MGC, MCL)	Australian \$ (6A)	Soybean Meal (ZM)
Gold (GC)	British Pound (6B)	Soybean Oil (ZL)
New York Harbor (RB)	Canadian \$ (6C)	Crude Oil (CL)
E-Mini FX Euro (7E)	Euro FX (6E)	E-mini Crude Oil (QM)
New Zealand Dollar (6N)	Japanese Yen (6J)	Natural Gas (NG)
Heating Oil (HO)	Swiss Franc (6S)	

C. Permitted Times:

All TRADER's active trading positions MUST be closed by **4:00 PM CST**. A Trading day is defined as the electronic open at 5:00 PM CST to market close at 4:00 PM CST of the following day. Overnight trading is permitted but positions must be closed prior to a product's electronic market close. Any trade held past market close will cause for termination of account. All profits of such trades will be forfeited.

Note: Electronic close may be earlier on holidays and it's the traders responsibility to keep track of holiday hours. Holiday hours can be found here: <https://www.cmegroup.com/tools-information/holiday-calendar.html>

D. Account Limitations:

In adherence to risk management practices and ensuring the stability of trading activities, this PRO Trader Contract imposes a daily profit limit of \$10,000 for each PRO account. Upon reaching this specified threshold within a single trading day, the trader's account will be promptly locked for the remainder of the trading day, in some cases longer. This measure is implemented to ensure the seamless transition of the trader to a PRO+ account, which constitutes a primary objective of this professional relationship, fostering enhanced trading privileges and opportunities under the terms outlined in the PRO+ section below.

In the event that the automatic account locking mechanism fails to execute as intended, it is expressly understood that no profits exceeding the established limit of \$10,000 will be disbursed or honored. The trader acknowledges and accepts this limitation as an integral component of their engagement under this agreement, underscoring the commitment to risk mitigation and the promotion of a secure trading environment.

Take Profit Trader's risk system will initiate a market order to close open positions when the

Trader achieves \$10,000 in profits. It is acknowledged that market orders may incur slippage, resulting in a realized PNL figure slightly less or more than \$10,000. It is explicitly understood that Take Profit Trader bears no responsibility for any missing profits arising from such slippage.

8. PRO+ ACCOUNT RULES AND GUIDELINES

Any breach of the following rules will result in the liquidation of the PRO+ account.

A. TakeProfit PRO+ Account Trader Rules:

1. TRADER must only trade permitted instruments during trading hours set in sections 7B and 7C of this document.
2. TRADER must not allow their Account Balance to hit or exceed the EOD (End-Of-Day) trailing maximum drawdown limit. This includes open positions.
3. In order to keep the PRO+ Account, trader must trade at least one day per calendar week (Sunday-Friday). A "traded-day" is defined as a day, where at least one round-trip has been executed on any permitted instrument.
4. TRADER **MAY NOT** trade limit up or limit down periods. Any trade that is on during these times will be closed at limit up/down price and all orders will not be valid, whether they are filled or not. All profits from these trades will be forfeited and the account will be liquidated. You can find the price limits [here](#).
5. News: All PRO+ Accounts must be out of all open positions, and have no open orders, one minute before, during, and after the news events that follow:
 - FOMC meeting minutes/announcements. You are allowed to trade through FED speakers.
 - NON-Farm payroll (NFP)
 - Consumer Price Index – CPI

In addition to these news events, the following news events are prohibited for specific instruments:

- News event: crude oil inventories. Prohibited product - crude oil
- News event: bond auctions. Prohibited products - 10 year note, 30 year bond

TakeProfit reserves the right to cancel any trade and/or forfeit profits if there is a trade placed during the restricted times for news releases.

Due to risky nature of news trading, any news rule violation will result in closing of the account and forfeiture of all profits made during the trade within restricted time period. Please refer to the economic calendar at Forexfactory.com to keep track of prohibited news events.

Additionally, TakeProfit at its own discretion has the right to halt trading for all PRO+ accounts around the news events.

B. PRO Account Upgrade to PRO+ Account. In specific instances, such as when TRADER has made a total of \$10,000 or more inside the PRO account, or withdrawn a total of \$20,000 (but not limited to these amounts), and meets the eligibility criteria for a PRO+ account based on location, citizenship and other factors, the upgrade to the PRO+ account shall become obligatory. The decision to make the upgrade mandatory rests solely at the discretion of TakeProfit.

C. PRO+ Account Specifics. TRADER hereby acknowledges that PRO+ accounts utilize the **COG** data feed and share the platform connectivity outlined on the takeprofittrader.com webpage for the COG data feed.

9. PRIVACY OF ACCOUNT INFORMATION.

TRADER is expressly prohibited from disclosing or using TakeProfit's non-public personal financial information other than to carry out the purposes for which information is disclosed. TRADER shall keep all information strictly confidential. TRADER shall comply with all federal and state requirements regarding the disclosure of private and financial information including but not limited to account name, account numbers, account details, FM, data providers, trade history, order history, order executions, trader names, addresses, contact information, Social Security Numbers, EIN Numbers, credit card information, banking information. TRADER shall maintain adequate privacy systems and safeguards to protect the confidentiality of such information, consistent with current law.

10. INDEPENDENT CONTRACTOR RELATIONSHIP

TRADER's relationship with TakeProfit shall solely be that of an independent contractor and nothing herein contained shall be construed or interpreted to constitute TRADER and TakeProfit as partners, joint ventures, co-owners or any relationship other than that of independent contractor. TRADER shall have no power or authority, express or implied, to represent, act for, or otherwise create or assume any obligation on behalf of, or binding upon, other than as expressly set forth herein. As a TRADER, it is understood and agreed that TRADER is not entitled to participate in any group medical plans, pension plans, bonus, stock, or similar benefits that TakeProfit provides to its employees. It is further understood and agreed that TRADER is responsible for paying (and that TakeProfit has no responsibility to withhold on TRADER's behalf) any and all required state and federal taxes, including, but not limited to FICA (Social Security), unemployment insurance, federal state income taxes, disability insurance and workers' compensation insurance. It is expressly agreed that

TRADER shall not be, or shall not be deemed to be, employee of TakeProfit. TRADER further understands any profits derived as their portion of the profits are considered ordinary income and TRADER should consult his/her country's laws for such taxation.

11. ACCOUNTING AND PAYMENTS

TakeProfit shall pay all due compensation and share of profits to TRADER based on the net profits generated from the TRADER-managed account. Compensation is calculated after the deduction of net trade commissions, routing fees, and exchange fees. TRADER receives 80% of the net profit on PRO accounts and 90% of the net profit on PRO+ accounts. Withdrawals of funds are sent to the TRADER in USD (United States Dollar) and are processed directly from the wallet within the members' area. Payouts are handled through the third-party provider Plaid, and may be credited to your account within 1-3 business days. TakeProfit is not responsible for delays caused by third parties in relation to payout transfers. For international payouts PayPal and Wise are among available options.

TRADER acknowledges that he/she must have a valid Bank/PayPal account with the capacity to receive USD deposits. TRADER further acknowledges and agrees that his/her payout and Bank/PayPal account information is true, correct, and complete. TRADER certifies that he/she is the legal owner and holder of the Bank account to which the funds will be sent.

In cases where account owner information does not match the information of the TRADER provided by the TRADER upon registration at takeprofittrader.com, the payouts may be put on hold, cancelled or denied at the discretion of TakeProfit.

Within 30 days of the termination or expiration of this Agreement, the Parties will reconcile outstanding accounts and pay to the other any monies due or owing.

12. ACCOUNT FEES

- A. Admin Fee. Every PRO account is subject to a one-time setup fee of \$130. It will be charged after completion of trading test. Its purpose is to offset the data fees from part B below and will only be charged once per PRO account.
- B. Exchange Data Fees. For futures, all active account exchange data fees will be paid upfront by TakeProfit for NON-Professionals only. If the TRADER is considered a "Professional Trader" according to CME guidelines, TakeProfit will cover the professional market data fees for the exchanges TRADER used in PRO accounts. However, fees for additional exchanges will be subtracted from the TRADER's PRO+ account balance on the 1st of each month.

Chicago Board of Trade (CBOT)
Chicago Mercantile Exchange (CME)
Commodity Exchange (COMEX)
New York Mercantile Exchange (NYMEX)

C. Commissions. TRADER acknowledges that the managed account and trade executions are subject to trade execution commissions. Currently, the fees for PRO accounts are \$5 per round trip total. Micro products are \$0.5 per round trip total. Commissions for PRO+ accounts can be found [here](#).

13. TRADING SOFTWARE, DATA PROVIDERS, EXCHANGES AND ADDITIONAL DISCLOSURES.

TakeProfit and its Data Providers shall have sole control of all trading and trade data machines at all times, including all passwords to login to such machines and sole discretion;

TakeProfit and its Data Providers shall in all events determine in its sole discretion what software may and may not run on such machines, including any third-party software;

TakeProfit and its Data Providers shall in all events have the right to prevent, disable or terminate the use of the Software or any portion thereof or access to the machines on which the Software or any portion thereof runs, by any Trader, without notice and without liability for any Trader whatsoever, when in the sole and complete opinion of TakeProfit or its Data Providers such Trader's use of the Software or any portion thereof, or such Trader's use of the machines on which the Software or any portion thereof runs, interferes with the operation of any TakeProfit and its Data Providers' Data Centers or of the Software or any portion thereof or of the use of the Software or any portion thereof by any Trader;

The hardware and operating system of all such machines and the network used by all such machines, and all changes thereto, shall at all times during the Term be configured to specifications provided or approved by TakeProfit and its Data Providers, at company's sole cost and expense;

TRADER shall indemnify and hold TakeProfit, its Data Providers, and its Affiliates harmless from and against any and all damage that may come to Trader, Company, its Customers and all other Users from interruptions at any time in the use of such machines and such network.

TakeProfit shall have the authority to switch TRADER's managed account between paper (i.e., simulated) trading environments and live trading environments at any time, in TakeProfit's sole and absolute discretion, without notice to TRADER. Notwithstanding the

foregoing, the term “net profits” for the purposes of TRADER’s compensation hereunder shall include the gross profits of trades executed by TRADER, less commissions, exchange and routing fees, in such paper trading environments. Further, all other matters that are calculated or determined (e.g., “Withdrawal Threshold”) pursuant to this Agreement such matters shall be calculated or

determined using all data from TRADER’s activities hereunder, regardless of whether such activities occur in paper or live trading environments.

Trader acknowledges that, if the network and/or the exchange connectivity used by the machines on which the Software runs is not exclusive to the Trader, the throughput and latency of market data and of all other messages flowing through the Software relating to its orders may be adversely affected by third-party users of the network and exchange connectivity. Trader further acknowledges that the accuracy of latency statistics and transit time statistics is dependent upon the accuracy and granularity of the synchronization of the clocks of the machines on which the Software runs.

Trader acknowledges that as of today’s date, electronic network access is provided through the TakeProfit and its Data Providers’ Data Center(s) only to the following exchanges/venues:

1. Chicago Board of Trade (CBOT)
2. Chicago Mercantile Exchange (CME)
3. Commodity Exchange (COMEX)
4. New York Mercantile Exchange (NYMEX)

Trader acknowledges that electronic access to the Chicago Board of Trade, the Commodity Exchange, and the New York Mercantile Exchange is through the same electronic network used to connect to the Chicago Mercantile Exchange and access to these exchanges may be affected or terminated by actions or omissions of third-parties or of the Chicago Mercantile Exchange, without warning and beyond the control of TakeProfit and its Data Providers.

Trader acknowledges that the use of TRADER Composite Software, Trader Composite Software and Third Party Software to access and/or use market data from any of the exchanges and venues listed above, through the Software or any portion thereof, may be restricted or prohibited from time to time by the exchanges or venues from which the market data originates or by the distributor of such market data to TakeProfit and its Data Providers.

Traders utilizing the CQG data feed provided by Tradovate/NinjaTrader acknowledge and agree to a limit of 5000 API calls per hour. Breaching this limit will result in a temporary lockout from the platform for one hour. It is essential to note that such lockouts may lead to potential losses on test, PRO and PRO+ accounts. TakeProfit bears no responsibility for any losses incurred due to the breach of this API call limit. Traders are advised to monitor and

manage their API usage to prevent disruptions and ensure responsible trading practices. Every order manipulation on any of the CQG platforms is considered an API call.

14. TERM OF AGREEMENT.

Subject to any provision contained herein for early termination of this Agreement, this Agreement shall be effective upon the execution of same by both parties hereto and shall continue thereafter for an initial term of one hundred and eighty (180) days. Either party may terminate this Agreement, unilaterally and without cause before the expiration, or at the expiration of the initial term or any renewal term of this Agreement, upon no less than three (3) days written notice to the other party. In the event of termination under this Section, TRADER shall continue to receive compensation as described in Section 5 of this Agreement except as otherwise provided herein.

15. TERMINATION BY TAKEPROFIT.

This Agreement may be terminated by TakeProfit upon the occurrence of any of the following events:

- A. Regulatory Order. TakeProfit may immediately terminate this Agreement upon written notice to TRADER in the event that TakeProfit and/or TRADER becomes subject to any change in a statute, law, rule, regulation, policy or other official pronouncement of any state or federal Government entity, regulatory agency which would prohibit TakeProfit and/or TRADER from continuing the business described in this Agreement.
- B. Breach of TRADER Guidelines and Procedures. TakeProfit may immediately terminate this Agreement upon written notice to TRADER, in the event that TRADER materially violates any of the respective guidelines and procedures of TakeProfit relating to the performance of TRADER hereunder.
- C. Breach of TRADER Account Rules and Parameters. TakeProfit may immediately terminate this Agreement upon written notice to Trader, in the event that Trader materially violates any of the respective parameters of TRADER relating to the performance of Trader hereunder.
- D. Loss of Marketing Relationship. TakeProfit may immediately terminate this Agreement upon written notice to TRADER in the event of any of the following: (i) loss of

TakeProfit' registration as an SMO and/or TakeProfit's registration contract; (ii) termination of contractual relationship with TakeProfit.

- E. Violation of Paragraph. TakeProfit may immediately terminate this Agreement upon written notice to TRADER in the event of any of the conduct of TRADER, which is in violation of any Paragraph of this Agreement.
- F. Additional Cause Set Forth in Agreement. TakeProfit may immediately terminate this Agreement as set forth elsewhere in this Agreement.
- G. Material Breach. The TRADER commits a material breach of any term or condition of this Agreement and the breach is not cured within five (5) days after receipt of notice thereof in writing from TakeProfit (or in the event such breach can be cured but cannot reasonably be cured within five (5) days, then within such longer period of time (not to exceed thirty (30) days) as is required to cure the same, provided the breaching party promptly commences and diligently pursues remedial action to completion).
- H. Intentional Fraud. If TRADER knowingly commits intentional fraud. Furthermore, if TRADER knowingly defrauds TakeProfit, the TRADER shall pay to the defrauded party an amount equal to the losses sustained as a result of the fraud. In the event of termination due to intentional fraud by TRADER, TakeProfit may cease all payments of Compensation due to TRADER hereunder immediately, without notice.
- I. Insolvency. The other party files a voluntary petition in bankruptcy or files a petition seeking or acquiescing in any relief for itself under any present or future federal, state, or other statute or law relating to bankruptcy, insolvency or other relief for debtors or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any part of its property; or admits in writing its inability to pay its debts generally as they become due.
- J. Dissolution. Except as provided in this Agreement, if TakeProfit is dissolved or otherwise ceases to engage in its normal business operations and is unable thereby to fulfill its obligations under this Agreement.
- K. Limitation. If TRADER is denied the opening of a brokerage account with Tradovate, TakeProfit reserves the right to immediately breach and terminate this contract. Both parties acknowledge that such denial may restrict the ability to fulfill certain aspects of this contract. In this event, TRADER agrees to promptly return any assets or funds received from TakeProfit, and both parties agree to negotiate in good faith to address

the consequences of the denied brokerage account on the contractual obligations.

- L. Right to Immediate Termination. TakeProfit reserves the right to terminate this contract immediately at its sole discretion. Such termination may occur for any reason deemed appropriate by TakeProfit. This includes, but is not limited to, situations where termination is necessary to comply with applicable laws and regulations or to protect the interests of TakeProfit. Termination under this provision shall not relieve the Trader of any obligations accrued prior to the termination date.

16. LIMITATION OF LIABILITY.

TRADER accepts that operation and performance of the Trading Software and Exchange Data may be detrimentally affected by conditions such as data feed delays, interruption in communications links, electronic message traffic, market volatility, hardware failure, malfunction of exchanges or similar third-parties, and other conditions not specified herein.

TRADER accepts full liability involving the use of the Software except as specifically provided herein.

Except as may otherwise be provided herein, the parties agree that TakeProfit, any of its affiliated persons, entities or third party vendors, shall not be liable to TRADER (or any person claiming rights derived from the trader's rights) for any direct, incidental, special or consequential damages of any nature or kind whatsoever, including, but not limited to, lost revenues or profits, loss of business or other economic loss, loss of data, personal injury, or property damage in connection with or arising out of the use of the software or data, irrespective of whether TakeProfit has advance notice of the possibility of such damages.

Notwithstanding any contrary provision herein, (i) in no event shall TakeProfit be liable to any Trader, Customer, Futures Commission Merchant, Introducing Broker, User, representative or agent of or associated with TRADER, whether directly or indirectly, for any damages of any kind, whether, consequential, exemplary or incidental, including lost profits, and regardless of the basis of any claim or action, whether in contract, tort, or otherwise. In no event shall either Party be liable to the other Party for any special, consequential, exemplary or incidental damages, including lost profits, even if it has been advised of the possibility thereof. Further, no action may be brought, whether in contract, tort or otherwise, unless written notice setting out the nature of the claim has been delivered by the aggrieved Party to the other Party allowing reasonably sufficient time to remedy the matter in dispute, which period of time shall in no event be less than thirty (30) days.

In the event that the foregoing disclaimers and waivers of liability shall be deemed invalid or ineffective by the final judgment of a court of competent jurisdiction, TRADER agrees that TakeProfit, its subsidiaries and Affiliates, and any related persons or entities shall *not* be liable in any and all events beyond the amount of the minimal monthly Software License Fee paid by TRADER to TakeProfit immediately preceding the claimed loss or damage.

TRADER agrees that each Affiliate of TakeProfit is an intended, third-party beneficiary of this Agreement and is entitled to rely upon all rights, representations, warranties, and covenants made by TRADER herein to the same extent as if such Affiliate were TakeProfit here under.

17. SECTION HEADINGS.

The section heading contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement.

18. INDEMNIFICATION

TRADER shall indemnify, defend, and hold harmless TakeProfit and its employees, officers, directors, shareholders, TRADER's, corporate parents, and affiliates against any and all claims, liabilities, losses, damages, costs, fines, or expenses (including, without limitation, attorneys and consultant fees and other costs, whether judicial, administrative, arbitrational, or quasi administrative before a regulatory entity or the like) either directly or indirectly related or attributable to the fraud, negligence, or other wrongful act of the indemnifying party (or of any of its employees, TRADER's or agents) or the breach of any provision of this Agreement by the indemnifying party (or any of its employees, TRADER's or agents). The provisions of this Paragraph shall survive any termination of this Agreement.

If either party shall break any of the terms of this agreement the party in default shall indemnify and keep indemnified the other from and against all costs, claims, demands, liabilities, expenses, damages or losses, (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) incurred or suffered by them by reason of or in connection with any such breach;

The parties acknowledge that damages alone would not be an adequate remedy for any breach of the provisions of this agreement and, accordingly, without prejudice to any and all other rights or remedies, both acknowledge that the other shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this agreement.

19. FORCE MAJEURE.

Neither party shall be liable for any failure to perform any obligations under this Agreement because of acts of God, Nature, any change in federal, state or local government law, rules, or regulations, war, civil disturbance, labor disputes or shortages, electrical or mechanical breakdowns, or any other cause beyond the control of that party, including the issuance of an injunction by either a state or federal court prohibiting the party from carrying on its day-to-day operations as contemplated under the terms of this Agreement.

20. NOTICE.

Any notice that the parties are required or may desire to deliver, shall be delivered by email transmission, with a confirming copy sent via certified or registered email to the other party at the address set forth herein below. Such notice shall be deemed delivered on the first (1st) business day following the email transmission, provided that the sender can reasonably demonstrate its receipt. Either party may change its address for purposes of this Notice provision by giving notice as provided herein.

The initial address for notice is follows:

If to TakeProfit Trader

Legal/Compliance email:

support@takeprofittrader.com

All Notices to Trader shall be delivered by email to the email address provided by TRADER to TakeProfit.

21. ARBITRATION

Any dispute between TakeProfit and TRADER arising under, or relating to, this Agreement shall be resolved by binding arbitration subject to the rules and regulations of the American Arbitration Association Commercial Part under the Laws of the State of Florida. The Arbitration shall be conducted in the English language in the City of Tampa, State of Florida. After the demand for arbitration is filed, the parties shall utilize the non-binding mediation services of the Association except that such mediation shall not delay the scheduling of the arbitration hearing in any way.

This Agreement expressly waives any right to trial by jury.

In the event that the dispute being arbitrated relates to claims of unpaid compensation, TakeProfit shall provide its records relating to compensation paid to TRADER only. In the event that the dispute being arbitrated relates to a claim by TakeProfit under this agreement,

TRADER shall produce all files relating to the affected managed account.

22. GOVERNING LAW

- A. Governing Law. This Agreement and all matters referred to herein shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Florida, without regard to its conflict of law principles. The Parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located in [City], Florida, for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement. Each Party expressly waives any objection it may have to the venue or jurisdiction of such courts, including any objection based on the grounds of forum non conveniens or lack of personal jurisdiction. Furthermore, each Party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each Party acknowledges that the exclusive venue provision is a material term of this Agreement and that any breach of this provision shall entitle the non-breaching Party to immediate injunctive relief in addition to any other remedies available at law or in equity.
- B. Dispute Resolution. TRADER acknowledges and agrees that by signing this document, he/she explicitly waives all rights to dispute any payments related to the PRO account resets. This waiver is comprehensive and binding, ensuring that any disputes raised by the TRADER concerning these payments will not be entertained. In the event of a dispute, the bank or financial institution involved is required to acknowledge the terms of this agreement and return any disputed funds to TakeProfit without delay. This clause has been established to prevent any misuse of the dispute resolution process and protect the interests of both parties.

23. ASSIGNMENT

No interest or right of TRADER under this Agreement shall be assigned or transferred in any manner by TRADER without the express written consent of TakeProfit. No consent will be unreasonably withheld. TakeProfit may assign this Agreement at any time without prior written notice to TRADER as long as the assignee agrees to be bound to the terms of this Agreement. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns.

24. MODIFICATION

TakeProfit reserves the right to modify these terms and conditions, prices, and other agreements at any time without prior notice. Users or licensees are responsible for staying

informed about the latest status of these conditions. TakeProfit will send the latest contract, with an effective date, to the trader's registered email address.

Each subsequent access to, and continued use of the site after an amendment, shall be deemed as acceptance of the revised terms and conditions. It is understood that, once sent to the trader's email, the modified terms and conditions are effective, and users are bound by them. This modification clause ensures that changes are communicated directly to the trader's email without detailing specific amendments in the notification email.

25. INVALIDITY

Should any portion of this Agreement be held to be invalid, unenforceable or void, such holding shall not have the effect of invalidating or voiding the remainder of this Agreement and the parties hereby agree that the portion held invalid, unenforceable or void, shall, if possible, be deemed amended or reduced in scope, or otherwise be stricken from the Agreement, to the extent required for the purpose of the validity and enforcement hereof.

26. CAPTIONS.

The captions in this Agreement are for convenience only and shall not be considered apart hereof or affect the construction or interpretation of any provision hereof.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, understandings and contracts between the parties with respect to the subject matter hereof. There are no covenants, conditions, or agreements between the parties, which are not set forth herein.

28. ATTORNEY'S FEES

In the event that any litigation is commenced under any part of this Agreement or any Arbitration is commenced under any Paragraph of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable expert witness fees, from the non-prevailing party.

29. WAIVER

No waiver of any term, covenant, condition or obligation of this Agreement, or any breach thereof, shall be effective unless granted in writing. The waiver by any of the parties of any

term, covenant, condition or obligation herein contained or of any breach thereof, shall not be deemed to be a waiver of any other term, covenant, condition or obligation herein contained or any prior, concurrent or subsequent, right hereunder.

30. E-SIGN CONSENT

TakeProfit and its affiliates and third-party service providers may need to provide you with certain communications, notices, agreements, billing statements, or disclosures in writing (“Communications”) regarding our accounts, products or services (“Services”). Your agreement to this E-sign Consent confirms your ability and consent to receive Communications electronically from TakeProfit, its affiliates, and its third-party service providers, rather than in paper form, and to the use of electronic signatures in our relationship with you (“Consent”). If you choose not to agree to this Consent or you withdraw your consent, you may be restricted from using the Services.

Electronic Delivery of Communications and Use of Electronic Signatures. Under this Consent, TakeProfit may provide all Communications electronically by email, by text message, or by making them accessible via TakeProfit's websites or applications. Communications include, but are not limited to, (1) agreements and policies required to use the Services (e.g. this Consent, the TakeProfit Privacy Policy, the TakeProfit Agreements), (2) payment authorizations and transaction receipts or confirmations, (3) account statements and history, (4) and all federal and state tax statements and documents. We may also use electronic signatures and obtain them from you.

System Requirements. To access and retain the electronic Communications, you will need the following:

A computer or mobile device with Internet or mobile connectivity. For website-based Communications, a current web browser that includes 128-bit encryption. Minimum recommended browser standards are Microsoft Internet Explorer version 8.0 and above (see <http://www.microsoft.com/ie> for current version), Mozilla Firefox current version (see <http://www.mozilla.com> for current version), Apple Safari current version (see <http://www.apple.com/safari> for current version), or Chrome current version (see <http://www.google.com/chrome> for current version). The browser must have cookies enabled. For application-based Communications, a mobile phone operating system that supports text messaging downloads, and applications from the Apple App Store or Google Play store.

Access to the email address used to create an account for TakeProfit Services. Sufficient storage space to save Communications and/or a printer to print them.

If you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add support@takeprofittrader.com to your address book.

Paper Delivery of Communications. You have the right to receive Communications in paper form. To request a paper copy of any Communication at no charge, please write to support@takeprofittrader.com Attn: Customer Support - Legal (“Legal Address”) within 180 days of the date of the Disclosure, specifying in detail the Communication you would like to receive.

Withdrawal of Consent to Electronic Communications. You may withdraw your consent to receive electronic Communications at any time, by writing to the TakeProfit Address. However, withdrawal of your consent to receive electronic Communications may result in termination of your access to Services. Any withdrawal of your consent will be effective after a reasonable period of time for processing your request.

Updating Your Email Address. You can change your email address by writing to the (“Legal Address”).

31. IDENTITY VERIFICATION

Upload a Copy of Identification Card, Driver's License or Passport

Upload a proof of address document (Utility bill, bank statement within past 90 calendar days)

*Provide your Social Security Number:

**This requirement applies exclusively to U.S. citizens and residents. Social Security Numbers (SSNs) are necessary for Tradovate when considering the creation of a potential PRO+ account, in alignment with their Customer Identification Program (CIP) as outlined by the [NFA rules](#).*

By signing below, TRADER confirms that he/she has read, fully understood, and expressly agrees to be legally bound by all terms and conditions set forth in this Agreement, which constitutes the entire agreement between Trader and TakeProfitTrader LLC. Trader acknowledges that this acceptance is effective as of the date indicated below and supersedes any prior acceptance or acknowledgment of individual sections within this Agreement.

Trader further affirms that all representations, warranties, covenants, and obligations contained herein are accepted in their entirety, and that the signature below constitutes binding acceptance of all rules, guidelines, and obligations set forth in this document.

Trader:

Name: _____

Signature: _____

Date: _____