



Blue Wave Trading License Agreement

THIS AGREEMENT is made this _____, 2019 by and between **Blue Wave Trading Research and Development Inc. ("Vendor")** and ("**Customer**"). consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Customer represents and warrants the following as applicable: Customer is an individual trader and will use the Licensed Software only to trade Customer's personal and / or family account. For these purposes, a personal or family account is in the Customer's name or an account in the name of Customer's spouse, children, close relative or a Trust in the name of the Customer.
2. Customer agrees he will notify Vendor immediately if (other than family) he is managing money, trading for others, becomes a competitor directly or indirectly or offering trading related products or advice. Blue Wave Trading reserves the right to terminate any licensing agreement in which customer violates any terms of this agreement. License is good for one year from date below. See BWT Website for license renewal fees.
3. Vendor has conceived the Trading Algorithms, Strategies or Indicators and hereby grants to Customer a limited, non-exclusive, non-transferable license to use the VENDOR software and intellectual property designated "the Licensed Software" (below) for Customer's *personal or family trading* only, unless otherwise agreed upon in writing.
4. **Customer may not broadcast signals, rent or share BWT proprietary software, trade secrets, manuals, training videos, or assign, sub-license, transfer, pledge or lease BWT software, BWT proprietary or intellectual property unless agreed upon IN WRITING and with the specific written consent of VENDOR.**
5. This license does not convey to Customer any interest in or to the Licensed Software, but only a limited right of use revocable by the terms of this Agreement. The Licensed Software shall be utilized by Customer only in accordance with this Agreement and shall not be copied into any other software (including any source code, object code or algorithms), modified or disclosed in any form by any media to any other person or party.
6. License is for one year then annual renewal fee applies as stated on BWT website. License is for one computer and is absolutely **non-transferable** to another party or entity.
7. Customer will be responsible for and obtaining and paying for a subscription to a data feed, and whatever else is necessary in order to use the Licensed Software, and to obtain a working version of charting software such as Trade Station © or Ninja Trader.
8. VENDOR shall not be liable for any technical problems, system failures and malfunctions, acts of God, market events, fast markets, electronic risk, internet outages, communication failures, equipment or software failures and malfunctions, and other similar computer problems or defects. The Licensed Software is provided "as is,".
9. VENDOR shall not be liable to Customer or any third parties for any loss, cost, damage or other injury, (including but not limited to consequential, exemplary, special, indirect, incidental or punitive damages relative to loss of data, loss of use of any equipment or goods, network downtime costs, or for loss of profit or revenues arising there from) whether in contract or tort arising out of or caused in whole or in part by Customer's use of or reliance on the Licensed Software or its content even if VENDOR is advised of the possibility of such damage. If some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions, the liability of VENDOR shall be limited in accordance with this Agreement to the extent permitted by law.
- 10.9. Customer agrees that any decision to trade is the Customer's decision alone, and Vendor does not manage money, provide trading advice. Any advice provided by Vendor is for educational purposes only in a simulated trading environment. Any person on behalf of customer shall not hold or seek to hold VENDOR liable for Customer's use of Vendor resulting in loss of profit or revenues arising there from) whether in contract or tort arising out of or caused in whole or in part by Customer's use of or reliance on the Licensed Software or its content even if VENDOR is advised of the possibility of such damage. If some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions, the liability of VENDOR shall be limited in accordance with this Agreement to the extent permitted by law.



10. All provisions of this agreement and any arbitration or litigation will be subject to the laws of the state of Delaware.

11. Customer understands and acknowledges that there is substantial risk in trading securities, commodities, futures, options and other instruments with or without the Licensed Software, and that past results are not necessarily indicative of future results or performance.

12. VENDOR makes no representations concerning the suitability of the Licensed Software for use by Customer. Customer should determine for himself or herself whether, and to what extent, the use of the Licensed Software is suitable for Customer.

13. Customer will hold harmless and indemnify VENDOR and its officers, directors, employees and agents, from and against any and all losses, costs, damages and liabilities, including reasonable attorneys' fees, resulting directly or indirectly from the use of the Licensed Software by Customer or Customer's agents, including any claims brought against VENDOR that arise out of or relate to the use of the Licensed Software by Customer, or Customer's agents.

Customer acknowledges receipt of the BWT Software and understands that all sales are final and non-refundable.

Signed This _____ **Day, of** _____ **2019**

Customer Signature: _____

Customer Name: _____

DISCLOSURE/DISCLAIMER: U.S. Government Required Disclaimer – Commodity Futures Trading Commission. Futures and options trading has large potential rewards, b U.S. Government Required Disclaimer – Commodity Futures Trading Commission. Futures and options trading has large potential rewards, but also large potential risk. You must be aware of the risks and be willing to accept them in order to invest in the futures and options markets. Don't trade with money you can't afford to lose. This website is neither a solicitation nor an offer to Buy/Sell futures or options. No representation is being made that any account will or is likely to achieve profits or losses similar to those discussed on this website. The past performance of any trading system or methodology is not necessarily indicative of future results.

CFTC RULE 4.41 – PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS, AND THIS DOES NOT GUARANTEE PROFITS OR PREVENTION OF LOSS. HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, SINCE THE TRADES HAVE NOT BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR-OVER COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHEIVE SIMILAR PROFITS DEPICTED IN ANY PRESENTATION OR PERFORMANCE REPORT.