



## Blue Wave Trading Disclosure and License Agreement

THIS AGREEMENT is made this day (date) \_\_\_\_\_, 2023 by and between **Blue Wave Trading Research and Development** and Randy M. Sarrow ("**BWT**") and ("**Customer**"). In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. **Customer** represents the 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 related Family Trust in the name of the Customer.

**Customer Initials** \_\_\_\_\_

2. **Customer agrees** they will notify BWT immediately if he is managing money, trading for others, or becomes a competitor directly or indirectly or offering trading related products or advice. A new annual and renewal License fee is required for each person the customer trades for, advises, shares signals or directly or indirectly in any form benefits from BWT software or intellectual property. If customer trades for a private entity such a group of investors or fund, then License Fees and additional compensation of 2% service fee based on monthly P&L paid monthly will apply. Blue Wave Trading reserves the right to terminate any licensing agreement in which customer violates any terms of this agreement. BWT Software License is for one year then the annual renewal fee applies as stated on BWT website. Unless agreed elsewhere license is for one computer and is non-transferable to another party or entity.

**Customer Initials** \_\_\_\_\_

3. Customer acknowledges they *may not* broadcast signals, use BWT software commercially, rent or share BWT software, trade secrets, manuals, training videos, or assign, sub-license, transfer, pledge or lease BWT software or intellectual property to others, unless agreed upon with the specific written consent of BWT, any violation is grounds for immediate termination of license.

Customer Initials \_\_\_\_\_

4. Customer acknowledges BWT has conceived the Trading Algorithms, Strategies or Indicators and hereby grants to Customer a limited, non-exclusive, non-transferable license to use the BWT software and intellectual property designated "BWT Software" (below) for Customer's personal or family trading only, unless otherwise agreed upon in writing.

Customer Initials \_\_\_\_\_

5. Customer acknowledges the BWT 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.

**Customer Initials** \_\_\_\_\_

6. Customer acknowledges BWT shall not be liable to Customer for any loss, cost, damage, technical problems, system failures or malfunctions, acts of God, market events, fast markets, pandemics, electronic risk, internet outages, communication failures, equipment or software failures and malfunctions, or any computer problems or defects and that BWT Software is provided "as is".

**Customer Initials** \_\_\_\_\_

7. Customer acknowledges that **trading and speculation** in futures, commodities and the like including online trading carry a high risk of losing money and that any decisions to trade and speculate in the free markets are Customer's own choices and sole responsibility. Customer understands and acknowledges that BWT does not guarantee or imply that the Customer will achieve the same or similar results or profits shown in any video, marketing material, BWT website descriptions, pictures, communications, or performance whether live or simulated trading or hypothetical and that past results are not necessarily indicative of future results or performance.

**Customer Initials** \_\_\_\_\_

8. Customer acknowledges they shall not seek to hold BWT liable for Customer's use of BWT software resulting in loss of whether in contract or tort arising out of or caused in whole or in part by Customer's use of or reliance on BWT Software or its content. While BWT software may generate signals, by no means is it a recommendation to buy or sell securities. Customer agrees that any decision to use BWT Software or to buy or sell securities is ultimately based on Customer's own analysis and decisions.



**Customer Initials** \_\_\_\_\_

All provisions of this agreement and any arbitration or litigation will be subject to the laws of the state of Hawaii and any litigation or arbitration will take place in Hawaii or the state of BWT residence at that time.

9. Customer acknowledges and understands that **BWT Software is a trading tool** and does not imply, guarantee or suggest that using BWT Software will result in profits. Customer agrees and acknowledges that they understand the risks of online and electronic trading such as internet outages, unfilled orders or any other errors are beyond the scope and control of BWT Software. Customer understands and assumes all responsibility for his own trading related decisions, specifically having to do with deciding to trade using BWT Software.

**Customer Initials** \_\_\_\_\_

10. Customer acknowledges, agrees and accepts that this document accurately represents and describes what BWT Software is, and is not, and Customer acknowledges that this document does in fact describe the most but not all of the risks associated with BWT Software.

**Customer Initials** \_\_\_\_\_

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

Signed This \_\_\_\_\_ Day, of \_\_\_\_\_ 2022

Customer Signature: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

U.S. GOVERNMENT REQUIRED DISCLOSURE/DISCLAIMER – Commodity Futures Trading Commission. Futures and options trading have large potential rewards, b U.S. Government Required Disclaimer – Commodity Futures Trading Commission. Futures and options trading have 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 DISCLOSURE

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.