

Software As A Service (SaaS) Agreement

Order Execution Engine Use with Payment Terms and Service

THIS SOFTWARE AS A SERVICE AGREEMENT (the "agreement") is entered into this agreement mm-dd-yyyy by and between dated

World Group Solutions LLC, whose registered office is 40 Stockton Street, Hamilton, NJ 08619 the "Supplier") and

xxxxxxx, whose address is xxxxxxxxxxxxxxxxxx

the "Customer").

WHEREAS, Supplier has developed an advanced trade execution software for Equity Market, which works with Interactive Broker's API through their gateway. It enhances the Interactive Broker's Trader Work Stations (TWS) capability with more controlled order execution features, which is named by Supplier as "Order Execution Engine." In-built with many Machine Learning and Artificial Intelligence capabilities.

WHEREAS, Customer wishes to use Supplier's Software As A Service (SaaS) for advanced trade executions taking responsibility for trades, configurations to "Order Execution Engine." Any Gain or Loss resulting due to configuration with strategies which Customer deploys into the Order Execution Engine" will be the sole responsibility of Customer only.

WHEREAS, Supplier would provide every customer with a virtual machine in Amazon Web Service (AWS-EC2) environment. Where the Order Execution Engine will be installed and configured to run daily, the customer will have the user right to the virtual machine and one access right to the Order Execution Engine as a Fund Manager. The Supplier will maintain the Order Execution Engine with maintenance, patches if any. All to be done after "Normal Business Hours."

1. DEFINITIONS WITH TERMS AND CONDITIONS

- (a) "Authorized Users" means Fund Manager of the Customer who will have the rights to log in to Virtual Machine as a User, Start Order Execution Engine, or Make changes to the configurations. The supplier will provide one User-ID as an "Authorized User without Admin Rights" to one virtual machine who can manage multiple accounts assigned to the virtual machine.
- (b) "Configuration" means defining the variables for the Order Execution Engine to execute the trade. Order Execution Engine will trade based on the configuration provided by the Customer. Configuration can lead to outstanding trade or a wrong trade where "Customer" will be accountable for the consequence. The Supplier will provide one place holder through a web link where the configuration form has to be filled up by the Customer. The Supplier will make the necessary changes as per Customer's request and notify the Customer. This process may take up to 48 hours. There will be many other configuration fields that can be changed up by the Customer directly.
- (c) "Market Data" means data provided by Interactive Broker on a real-time basis, which will feed TWS. A customer has to subscribe to the market data from the Interactive Broker directly based on their needs and go through all compliance-related questions. The supplier will not be responsible for market data, which feeds the Interactive Broker's TWS. A customer has to ensure all US Equity Market data feeds are available from Interactive Broker. Order Execution Engine will need real-time market data.
- (d) "Normal Business Hours" means from [8:30 AM to 4:30 PM EST]. The Supplier will turn on and off the AWS Instance during the time specified. The Customer will log-in to the virtual machine during that time to start and run the order execution engine. This strict time will help Customers to keep the cost of AWS low. The Customer will pay for AWS EC2 Virtual Machine usage for the Trading Hours for the current month to Supplier. The Supplier will pay Amazon on behalf of the Customer.
- (e) "Service" means the Supplier is taking a FIXED fee MONTHLY from Customer to lease Order Execution Engine. These include installation, upgrades (whenever) necessary, patches for Order Execution Engine. It also provides consultation for configurations and recommendations for best practices.
- (f) "Malfunction" means anything (including any software, code, file, or program). Issues can happen for any reason which may not be under the control of the Supplier. Efforts will be made to resolve the problems (if any) arises. But the Customer has to provide a reasonable time for the Supplier to handle such issues. During that time, Customers can directly operate TWS without starting the Order Execution Engine.
- (g) "Support Service Policy" means the initial consultation and suggestion a Customer would need to get started. This would include training / class and walk-through to start assigned virtual machines using the remote desktop connection, starting TWS and Order Engine, Changing the self-driven configuration, and requesting for secured configuration changes.
- (h) "Skill Needed" requirement would be at a intermediate to professional level by the Customer. There will be no room for wrong configurations consequences. A customer is expected to know precisely how to position a trade with advanced techniques and configure the same into the Order Execution Engine. Every change in configuration would bring a precision-based impact on profit or loss consequences. Customers will take full responsibility for such consequences. These permutations and combinations of configurations would drive Customer's strategy, which could be Long Term Investment, Intraday, or Swing Trades under Bull or Bear market conditions. The supplier will not be accountable for any Order Execution for the permutation, and combination Customer provides for trade execution. Supplier will provide FREE consultation to Customer, if requested. But the ultimate decision will be made by the Customer.
- (i) "Software As A Service (SaaS)" means the Customer is leasing Suppliers software called "Order Execution Engine." This means the Customer has limited right for full functionality, has no access to source code, "take as is," means Supplier cannot provide any customized request to develop or modify any part of the Software. Typically Supplier upgrades the Software at regular intervals, and if that happens, all Customers will get the upgrade automatically for no additional charge.
- (j) "Market and Limit Orders" means the Order Execution Engine places Market Orders when conditions satisfy as per configurations. Limit Order is not available hence to take a position for Long or Short. But for Stop Loss and Exit trade with a profit, the Order Execution Engine places a Limit Order. Any dispute with Limit Order, the Customer will have to contact Interactive Broker
- (k) "Trade Execution Speed with AWS VM Size" means how often the Customer wants to run the algorithm to check all parameters for trade execution which includes the list to trade. It has a direct impact on processing speed on the Virtual Machine provided by Amazon. This would depend on Configuration Request from Customer. It would also depend on number of Accounts running on a single machine. The supplier will provide an all inclusive monthly cost for Virtual Machine.

- (l) "Auto Cache" means Order Execution Engine by default restarts the TWS and Order Execution Engine at 12:30 PM EST. It restarts within 1 to 2 minutes. It's done mainly to empty the memory it uses to store data compilations for every pooled interval from the start of the trading day. Customers will experience the auto-restart during that time. Customers will not have to do anything then. This is to optimize AWS VM performance. By default, the next trading day starts again without any memory constraints.
- (m) "Contract Period and Termination" means how long the Supplier will serve the Customer. It will be a monthly contract. Customers would pay the Supplier in advance for the Current Month. Subscription paid for Current Month will NOT be refundable.
- (n) "Support Service" means how the Supplier will cater to Customer issues when needed. Every Customer will be given a web form that will be filled up by Customer, which may include configuration change request or software issues. Actions will be executed by the Supplier within 48 hours with a configuration change request and also software issues to troubleshoot and fix, if any, fixing might exceed 48 hours, depending on situation.
- (o) "Limitation of Liability" means how the supplier and customer are obligated to each other. Failing to which what's the liability.
 - "Supplier Obligation" supplier would be responsible if the software is not doing as it's supposed to do based on configurations provided by the Customer. All Customers should run the configuration on a simulated account for a few days to ensure all configurations are running as per strategy before running it live. The supplier will not take any responsibility for such negligence or losses resulting due to configuration errors from various permutation and combinations. Supplier do not test the outcome of all permutation and combinations available.
 - "Customer Obligation" to test if configurations are running as per strategy and as expected. The supplier would not have any control of configurations provided in the Order Execution Engine. Configurations are research-driven parameters, and suppliers would have no knowledge of Customer research and decisions of parameters given on the Order Engine as a configuration.
- (p) "Proprietary Rights" Suppliers Order Execution Engine is a built-in addon to Interactive Broker's TWS capability using their API Gateway. The built-in capabilities are enabled with Artificial Intelligence, which bundles to Supplier's Intellituaal Property. Customers cannot replicate or modify or have access to source code to temper with any of Supplier's Intellectual property for any commercial use other than own use for clients or self-use, including reselling software or IP.
- (q) "Governing Law" This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation are governed by, and construed in accordance with, the law of New Jersey, Mercer County. The parties irrevocably agree that the courts of New Jersey, Mercer County have exclusive jurisdiction to settle any disputes or claim that arises out of or in connection with this agreement.

2. IMMEDIATE TERMINATION

Tempering with trades on TWS directly while Order Execution Engine is running will lead to immediate termination of this agreement. As the algorithm will lose control, and all mathematical models will go out of control. Any losses happening will not be Supplier's responsibility. Supplier maintains a log to monitor that.

3. FIXED MONTHLY PAYMENT AND TERMS

- (a) Order Execution Engine. Would cover (i) SaaS (ii) Amazon Dedicated Machine (iii) Consultancy for Order Engine Configurati on (iv) Maintenance + Upgrade.
- (b) Researched Based Breakouts. Supplier could provide (OPTIONAL) breakouts based on Customer's request. But those breakouts would be for informational purposes only, and Supplier would NOT take any responsibility for Profit or Loss if Customers invests from those breakouts. Informational breakouts would be on a separate Cloud document where Customers will have to do their own diligence to decide and CHERRY PICK from those breakouts. The object of this optional service is to reduce man-hours for Customers and Required skills needed to identify opportunities. Order Execution List will be dedicated to Customers and has nothing to do with this Research Based Breakouts.
- (c) Start Date could be any date. Billing cycle would be a month. Example :Monthly Start Date : 11th March Monthly End Date : 10th April
- (d) There will be Invoice from Supplier using PayPal. Customers will pay using PayPal only. Customer would be on AUTO RECURRING BILLING CYCLE. Customer MUST communicate with Supplier for service termination in writing before the Billing Cycle date.**
- (e) Supplier will not be responsible if Customer do not log in to Virtual Machine and start the Order Execution Engine with t heir OWN login provided by Supplier.

Monthly Subscription Amount (\$)

- (f) Pooling Interval Minutes
- (g) # of Stock on List Allowed Count
- (h) # of Daily Breakouts (Optional) Count
- (i) Monthly Total (\$)

3. SERVICE HOURS

- (a) The virtual machine to run Order Execution Engine would be available for Trading Hours.
- (b) Client would be responsible to log into virtual machine. Supplier will provide log in Credentials to Virtual Machine.
- (c) Supplier will NOT be responsible for ANY REFUNDS if Client DO NOT log in to the Virtual Machine and do not start the Order Execution Engine.

Supplier : Sign, Print Name and Date

SUJOY BARDHAN
mm-dd-yyyy

Customer : Sign, Print Name and Date