Ultimate Breakout System

Bonus Scheme Agreement

This **Bonus Scheme Agreement** (the "Agreement") is entered into by and between **Profalgo LTD** (the "Developer"), with a principal place of business at 36, St Dminka Street, Victoria VCT 9030, Malta, and the undersigned client (the "Client"), collectively referred to as the "Parties," as of the date of the Client's signature below (the "Effective Date").

WHEREAS, the Developer has created the **Ultimate Breakout System**, a trading robot for MetaTrader 5, available for purchase on MQL5 (https://www.mql5.com/en/market/product/133653)
WHEREAS, the Developer offers a Bonus Scheme to incentivize clients to create and share trading strategies, as described herein;
WHEREAS, the Client wishes to participate in the Bonus Scheme and agrees to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Bonus Scheme Overview

The Bonus Scheme allows the Client to earn rewards by creating and sharing trading strategies for the **Ultimate Breakout System**. The idea behind it, is to create a win-win situation, where the Client is rewarded for providing solid strategies to the seller. The Scheme includes three bonus opportunities, as described below. Participation requires full compliance with this Agreement.

2. Bonus Opportunities

2.1 Bonus Opportunity 1: Top 10 Strategies of the Month

The Client may earn a monthly bonus by ranking in the **Top 10 Strategies of the Month**, based on a **Performance vs. Drawdown** metric.

Performance Evaluation and Ranking:

- Seller shall monitor the performance of trading strategies from all participating Buyers monthly, based on the ratio of **net profit** to **maximum drawdown** (the "Performance Metric") over the calendar month.
- **Net Profit** is defined as the total profit minus losses and fees in Buyer's trading account attributable to the strategy, as verified by Seller.
- **Maximum Drawdown** is defined as the largest peak-to-trough decline in account balance attributable to the strategy during the month, expressed as a percentage.
- At the end of each month, Seller shall rank all participating strategies based on the Performance Metric and select the top 10 performing strategies (the "Top Performers").

- Rankings and Top Performers shall be announced publicly (e.g., on Seller's website or social media) on or before the 15th Day of the following month, without disclosing Buyer's personal information unless Buyer consents in writing.

Requirements:

- The Client must submit the strategy's set file (all parameters) for validation.
- The Client must run the strategy on a demo trading account and provide login details (broker server, account number, and investor password) to connect the account to a trade performance monitoring website (e.g., MyFXBook.com).
- The Client must provide proof of purchase of the Ultimate Breakout System from MQL5.
- The Client may run a portfolio of strategies on the monitored account.
- The Developer will validate the strategy's eligibility.

Rewards:

- The top 10 strategies will be ranked monthly and published in the Developer's private groups.
- Only profitable strategies can earn a bonus reward.
- A bonus pool with a maximum equal to **10% of the Ultimate Breakout System's monthly sales on MQL5, with an absolute max of 2000$,** will be distributed among the top 10 strategies, as determined by a distribution similar to the example below, where a total of 2000$ bonus is being distributed:
    - 1st: 25% = $500
    - 2nd: 20% = $400
    - 3rd: 15% = $300
    - 4th: 7.5% = $150
    - 5th: 7.5% = $150
    - 6th: 5% = $100
    - 7th: 5% = $100
    - 8th: 5% = $100
    - 9th: 5% = $100
    - 10th: 5% = $100

- The Developer retains the right to determine the total monthly bonus after evaluating the total sales of that particular month

2.2 Bonus Opportunity 2: Strategy Sales in Private Group

The Client may sell their validated strategies within the Developer's private group, retaining **100% of the sales proceeds**.

Requirements:

- The strategy must meet the requirements of Bonus Opportunity 1 (submitted set file, monitored by the Developer on trade performance website, and proof of purchase).
- The Client is solely responsible for managing the sale process, including advertising, payment collection, and delivery of set files to buyers.
- The Developer provides access to the private group but is not involved in the sale process.
- The Client is to follow the rules of the private group.

Rewards:

- The Client retains **100% of the revenue** from strategy sales.
- The Developer does not charge any commission or fee for sales made in the private group.

2.3 Bonus Opportunity 3: Strategy Inclusion in Future Projects

The Developer may use strategies submitted under Bonus Opportunities 1 and 2 in future trading robots. If the Client's strategy is included, they may earn a percentage of the new robot's sales.

Requirements:

- The strategy must have been submitted and validated under Bonus Opportunity 1.
- The Client agrees to the Developer's use of their strategy in future projects, as outlined in Section 3.

Rewards:

- The Client will earn a monthly commission as described below
- The Developer will allocate 10% of the total monthly sales of the new trading robot, for commission.
- The Client's share of that 10% total commission will be based on the number of their strategies used relative to the total amount of strategies included in the new trading robot
- Example: Total sales of the new trading robot, during the previous month was $20,000. So the total allocated commission would be $2,000. The new trading robot is using 2 strategies provided by the client. The new trading robot uses a total of 8 strategies. The share for the Client would then be 1/4th of the commission, thus in this case 500$.

- Private individuals are limited to **$10,000 per year** in total bonuses. Payouts exceeding $10,000 require the Client to be self-employed or a registered company and provide invoices.
- The Profit share is limited to the first 2 months of launch.

3. Ownership and Use of Strategies

3.1 **License Grant**: By submitting a strategy, the Client grants the Developer a **non-exclusive, royalty-free, perpetual, and worldwide license** to use, modify, adapt, and incorporate the strategy into future projects, including but not limited to new trading robots.
3.2 **Client Ownership**: The Client retains ownership of their strategy (set file) and may sell it independently (e.g., under Bonus Opportunity 2), subject to compliance with this Agreement.
3.3 **Confidentiality**: The Developer will not publicly disclose the Client's set files to protect their commercial value, except as required for validation or monitoring purposes.

4. Client Obligations

4.1 **Eligibility**: The Client must have purchased the Ultimate Breakout System from MQL5 and provide proof of purchase upon request.
4.2 **Accuracy**: The Client must provide accurate trading account details and payment information for bonus disbursements.
4.3 **Compliance**: The Client must comply with all applicable laws, including tax obligations, and their broker's terms of service when sharing account details.
4.4 **Validation**: The Client must submit valid strategies compatible with the Ultimate Breakout System and cooperate with the Developer's verification process.
4.5 **MQL5 Terms and Conditions**: The Client acknowledges that the Ultimate Breakout System is sold and used exclusively through the MQL5 Market, which is subject to MQL5's own Terms and Conditions (available at https://www.mql5.com/en/about/terms). The Client confirms they are aware of and agree to comply with MQL5's Terms and Conditions as a condition of purchasing and using the Ultimate Breakout System and participating in the Bonus Scheme.

5. Payment Terms

5.1 **Bonus Payments**: Bonuses will be paid via a method determined by the Developer, in agreement with the Client (e.g., bank transfer, PayPal, etc) within **30 days** of the end of the relevant month or project milestone, subject to verification.
5.2 **Payment Limits**: Private individuals may receive up to **$10,000 per year** in bonuses. For higher payouts, the Client must provide invoices as a self-employed individual or registered company.
5.3 **Tax Responsibility**: The Client is solely responsible for reporting and paying taxes on bonuses or sales revenue, in accordance with their local tax laws.
5.4 **Withholding**: The Developer may withhold payments until the Client provides required documentation (e.g., invoices when exceeding $10,000$ per year in bonuses) or if the Client is found to have violated this Agreement.

6. Monitoring and Verification

6.1 The Developer will monitor submitted strategies via a trade performance monitoring website (e.g., MyFXBook.com) to ensure fairness and accuracy in rankings.
6.2 The Client agrees to provide additional information or documentation as requested to verify the authenticity of their strategy or trading account.
6.3 The Developer reserves the right to reject any strategy that does not meet validation criteria or is deemed unsuitable.

7. Confidentiality and Data Protection

7.1 The Developer will treat all submitted set files and account details as confidential and will not share them publicly, except as necessary for validation or monitoring.
7.2 The Client is responsible for securing their trading account details and ensuring compliance with their broker's terms of service.
7.3 **Privacy Policy**: The Developer's handling of personal data is governed by the Privacy Policy available at https://www.forexeasolutions.com/privacy. The Client acknowledges and agrees to the terms of the Privacy Policy, which details how personal data is collected, used, and protected.

8. Liability and Disclaimers

8.1 **General Liability**: The Developer is not liable for any financial losses, technical issues, or other damages incurred by the Client while participating in the Bonus Scheme or using the Ultimate Breakout System. The Client acknowledges that trading involves significant financial risk and is solely responsible for their trading decisions.

8.2 **Risks Associated with Forex Trading**:

- Trading foreign currencies is a challenging and potentially profitable opportunity but carries significant risks. Before participating in the Forex market, the Client should carefully consider their investment objectives, level of experience, and risk appetite. The Client should not invest money they cannot afford to lose.
- Forex transactions involve risks, including but not limited to changing political and/or economic conditions that may substantially affect the price or liquidity of a currency. Investments in foreign exchange speculation may experience sharp rises and falls as market values fluctuate.
- The leveraged nature of Forex trading means that market movements will have a proportional effect on deposited funds, which may work against the Client as well as for them. The Client may recover less than their initial investment or, in the case of higher-risk strategies, lose the entirety of their investment. The Client is advised to use only risk capital when speculating in Forex markets.

8.3 **Risk Disclaimer for Forex Trading**:

- The Developer operates as a technology provider offering Software-as-a-Service (SaaS) solutions for automated trading strategies, including the Ultimate Breakout System. The Developer does not provide financial or investment advice, portfolio management, brokerage services, or act as a financial intermediary.
- The Client retains full control over their trading accounts and funds, and all trading activities are conducted at their own discretion and risk. The Developer and its affiliates, including any owners or distributors, assume no responsibility for errors, inaccuracies, or omissions in the Ultimate Breakout System or related materials.
- The Developer shall not be liable for any special, indirect, incidental, or consequential damages, including without limitation losses, lost revenues, or lost profits, that may result from the use of the Ultimate Breakout System or participation in the Bonus Scheme.
- The Client assumes full responsibility for ensuring they are legally permitted to purchase and use the Ultimate Breakout System, in compliance with global and local laws. The Developer is not responsible for any damages or lawsuits arising from regulatory violations.

8.4 **Earnings & Risk Disclaimer – U.S. Government Required Disclaimer**:

- Trading foreign exchange ("Forex") on margin carries a high level of risk and may not be suitable for all investors. The Client must be aware of and willing to accept these risks to participate in Forex markets. No representation is made that any account will or is likely to achieve profits or losses similar to those discussed by the Developer or shown in any materials.
- Past performance of any trading system or methodology, including the Ultimate Breakout System, is not necessarily indicative of future results. The Client acknowledges that there is a possibility of losing real money when trading on a live account, and the Developer cannot be held accountable for any losses, including those resulting from software bugs, glitches, or malfunctions.
- **CFTC RULE 4.41(b)(1)/NFA RULE 2-29**: Simulated or hypothetical performance results have inherent limitations. Unlike actual trading records, these results do not represent executed trades and may under- or over-compensate for market factors, such as lack of liquidity. Simulated or hypothetical trading programs are designed with the benefit of hindsight and do not involve financial risk. No representation is made that any account will or is likely to achieve profits or losses similar to those shown.
- Hypothetical trading records cannot fully account for the impact of financial risk in actual trading, including the ability to withstand losses or adhere to a trading program despite losses. Numerous factors related to markets or specific trading programs can adversely affect actual trading results.

- No representation is made that any person will or is likely to achieve profits or losses similar to those shown. There are frequently sharp differences between hypothetical and actual trading results.

8.5 **No Guarantees**: The Developer does not guarantee specific bonus amounts, sales opportunities, or the inclusion of the Client's strategy in future projects. All information provided by the Developer, including on websites or in software, is for educational purposes only and does not constitute financial advice. Any statements about profits or income do not represent a guarantee.

8.6 **Client Responsibility**: The Client accepts full responsibility for their actions, trades, profits, or losses and agrees to hold the Developer and any authorized distributors harmless from any claims, damages, or liabilities arising from the use of the Ultimate Breakout System or participation in the Bonus Scheme.

9. Termination

9.1 The Developer may terminate this Agreement or disqualify the Client from the Bonus Scheme at any time, with or without cause, including for violations of this Agreement, fraudulent activity, or unethical behavior.
9.2 Upon termination, the Client's right to receive future bonuses will cease, but earned bonuses (subject to verification) will be paid in accordance with this Agreement.
9.3 The Client may terminate their participation by providing written notice to the Developer, after which no further bonuses will be earned.

10. Modifications

10.1 The Developer reserves the right to modify this Agreement or the Bonus Scheme at any time. Changes will be communicated to the Client via the private group or other appropriate channels.
10.2 Continued participation after modifications constitutes acceptance of the updated terms.

11. Governing Law and Dispute Resolution

11.1 This Agreement is governed by the laws of **Malta**.
11.2 Any disputes arising from this Agreement will be resolved through negotiation or, if necessary, binding arbitration in **Malta**.

12. Miscellaneous

12.1 **Entire Agreement**: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings.
12.2 **Severability**: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
12.3 **Assignment**: The Client may not assign their rights or obligations under this Agreement without the Developer's prior written consent.

12.4 **Notices**: All notices must be in writing and sent to the Developer at **info@forexeasolutions.com** or to the Client at the contact information provided below.

13. Client Acknowledgment

By signing below, the Client acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this Agreement, including all risks and disclaimers outlined in Section 8, the MQL5 Terms and Conditions as referenced in Section 4.5, and the Privacy Policy as referenced in Section 7.3 (available at https://www.forexeasolutions.com/privacy). The Client confirms they are at least 18 years old, have purchased the Ultimate Breakout System from MQL5, and will comply with all applicable laws, the MQL5 Terms and Conditions, and the Developer's Privacy Policy.

Client Name: ________________________________
Client Address: ________________________________
Client Email: ________________________________
Signature: ________________________________
Date: ________________________________

Developer Name: **Profalgo LTD**
Signature: ________________________________
Date: __08/05/2025______________________________