TKO SOFTWARE LICENSE, RISK DISCLOSURE & CUSTOMER AGREEMENT

K.O.K.O Holdings LLC • Arizona

Effective Date: _____ Customer Name: _____

Email: _____ License / Order #: _____

IMPORTANT — PLEASE READ BEFORE PURCHASING OR USING TKO

- Futures trading involves substantial risk of loss. You can lose money quickly, including amounts greater than you expect.
- **TKO does not guarantee profits, income, account growth, any win rate, or any particular trading result.**
- K.O.K.O Holdings LLC is not responsible for market gains or losses caused by trading decisions, market conditions, order execution, or third-party systems, to the maximum extent permitted by law.
- Historical, hypothetical, simulated, Playback, Strategy Analyzer, and backtested results do not guarantee future results.

This TKO Software License, Risk Disclosure & Customer Agreement (the "Agreement") is entered into between K.O.K.O Holdings LLC ("K.O.K.O Holdings," "Company," "we," or "us"), owner of the trading software known as TKO ("TKO" or the "Software"), and the individual or entity purchasing, accessing, installing, activating, or using TKO ("Customer," "you," or "your").

By purchasing, electronically accepting, activating, accessing, installing, or using TKO, Customer acknowledges that Customer has read, understood, and agreed to this Agreement.

1. PURPOSE OF TKO

TKO is proprietary software designed to generate and manage trading instructions according to programmed rules and coded logic. TKO is a software product and not a promise of investment performance, profit, income, account growth, or protection against loss.

K.O.K.O Holdings LLC does not control futures markets, exchanges, brokerage firms, trading platforms, clearing firms, internet providers, market-data providers, or the prices at which orders are ultimately accepted or executed.

2. FUTURES TRADING RISK — CUSTOMER ASSUMES THE RISK

Customer understands that futures trading is highly speculative and involves substantial risk of loss. Customer voluntarily assumes all risks associated with trading futures and using TKO.

- Rapid market movements, gaps, volatility, liquidity changes, slippage, partial fills, missed fills, rejected orders, delayed orders, trading halts, and exchange interruptions;
- Margin requirements, brokerage restrictions, liquidation rules, account limitations, and clearing-firm actions;
- Data-feed delays or inaccuracies, platform failures, API changes, internet or network interruptions, VPS or computer failure, and hardware or software incompatibility;
- Customer configuration, customer intervention, disabled strategies, incorrect settings, insufficient buying power, or failure to monitor the account; and
- Differences between historical, backtested, Strategy Analyzer, Playback, simulated, and live-market execution.

To the maximum extent permitted by applicable law, K.O.K.O Holdings LLC is not responsible for any market loss, trading loss, missed profit, reduced profit, opportunity cost, or other financial result arising from Customer's trading activity, use of TKO, inability to use TKO, or reliance on TKO.

3. NO PROFIT OR PERFORMANCE GUARANTEE

K.O.K.O Holdings LLC makes no representation, warranty, or guarantee regarding how much money Customer will make or lose using TKO. No specific profit level, win rate, monthly income, annual return, drawdown level, account balance, trade frequency, or other trading result is guaranteed.

Any historical results, examples, demonstrations, testimonials, live results, hypothetical results, simulations, Strategy Analyzer results, Playback results, or backtests are provided for informational purposes only and must not be interpreted as a representation that Customer will achieve the same or similar results. Past performance is not necessarily indicative of future results.

4. HYPOTHETICAL, SIMULATED AND BACKTESTED RESULTS

Customer understands that hypothetical, simulated, Strategy Analyzer, Playback, and backtested results are not the same as actual live-market trading. Such results may not fully account for liquidity, slippage, order priority, rejected orders, delays, market impact, connectivity problems, margin constraints, or other real-world conditions.

No representation is made that any account will or is likely to achieve profits or losses similar to hypothetical, simulated, or historical results. When K.O.K.O Holdings LLC presents hypothetical or simulated performance, the applicable materials should be read together with any required risk disclosures appearing with those results.

5. CUSTOMER RESPONSIBILITY

Customer remains solely responsible for Customer's trading account, risk tolerance, capital allocation, trading decisions, and use of the Software. Customer is responsible for:

- Determining the amount of capital Customer is willing and financially able to risk;
- Maintaining adequate account capital and margin;

- Selecting and maintaining appropriate brokerage, trading-platform, market-data, internet, and computer services;
- Correctly installing, configuring, enabling, disabling, and monitoring TKO;
- Reviewing open positions, working orders, fills, statements, and account activity; and
- Determining whether futures trading and automated trading are suitable for Customer.

Customer should not trade funds Customer cannot afford to lose.

6. NO INVESTMENT, LEGAL, TAX OR ACCOUNTING ADVICE

TKO and related documentation, videos, training, support, examples, and communications are provided as software-related and educational information. Unless separately agreed in writing with an appropriately licensed professional acting in that capacity, K.O.K.O Holdings LLC's provision of TKO does not constitute individualized investment, legal, tax, or accounting advice. Customer is responsible for obtaining independent professional advice when appropriate.

7. SOFTWARE OWNERSHIP AND INTELLECTUAL PROPERTY

TKO, including its source code, object code, logic, algorithms, internal architecture, documentation, branding, training materials, updates, modifications, and related intellectual property, is and shall remain the exclusive property of K.O.K.O Holdings LLC and/or its licensors. Purchasing TKO does not transfer ownership of TKO to Customer.

8. EXTENDED LICENSE TERM

Subject to payment of all required fees and continued compliance with this Agreement, K.O.K.O Holdings LLC grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use TKO for Customer's authorized purposes during the Contract Term.

Unless another term is expressly stated in a written agreement approved by K.O.K.O Holdings LLC, the Contract Term begins on the purchase date and continues through the end of the thirteenth full calendar month following the purchase month. For example, a purchase on May 10, 2026 continues through June 30, 2027. Continued use after expiration requires renewal or other written authorization.

The number of authorized users, accounts, installations, machines, or licenses may be stated in the applicable order form, invoice, product description, license portal, or separate written agreement. All rights not expressly granted remain with K.O.K.O Holdings LLC.

9. NO COPYING, SHARING, RESALE, REVERSE ENGINEERING OR UNAUTHORIZED USE

TKO may be purchased or licensed only through K.O.K.O Holdings LLC or a dealer, reseller, representative, distributor, or other sales channel expressly authorized by K.O.K.O Holdings LLC. Possession of an unauthorized copy does not grant a license.

Customer may not, directly or indirectly:

- Copy, reproduce, sell, resell, rent, lease, sublicense, distribute, publish, transfer, or share TKO except as expressly authorized;

- Share license credentials, activation information, files, or access with an unauthorized person or business;
- Reverse engineer, decompile, disassemble, decode, extract, or attempt to discover TKO's source code or protected internal logic;
- Circumvent licensing, authentication, copy-protection, or security controls;
- Upload or distribute TKO through repositories, file-sharing services, websites, forums, social media, messaging groups, or similar channels;
- Create or assist in creating an unauthorized derivative or competing product using protected TKO code or confidential materials; or
- Remove or alter proprietary, copyright, trademark, licensing, or confidentiality notices.

Unauthorized copying, distribution, access, or use may result in immediate suspension or termination of the license without refund and may subject the responsible party to legal action.

10. CONFIDENTIAL AND PROPRIETARY INFORMATION

Non-public information concerning TKO's source code, protected internal architecture, licensing technology, confidential documentation, and other proprietary business information must be kept confidential and may not be disclosed or distributed without prior written authorization from K.O.K.O Holdings LLC.

11. NO REFUNDS — PURCHASES ARE FINAL

Except where a refund is expressly required by applicable law or expressly authorized in writing by K.O.K.O Holdings LLC, all TKO purchases are final and non-refundable.

Trading losses, dissatisfaction with trading performance, market conditions, failure to achieve expected profits, failure to use the Software, failure to maintain compatible third-party services, changes in Customer's financial circumstances, or Customer's decision to stop trading do not create a right to a refund.

12. THIRD-PARTY PLATFORMS AND SERVICES

TKO may depend on third-party products and services, including NinjaTrader, brokerage firms, exchanges, clearing firms, market-data providers, internet providers, computers, servers, and VPS providers. These third parties are independent from K.O.K.O Holdings LLC.

K.O.K.O Holdings LLC does not control and is not responsible for third-party outages, platform updates, API changes, data-feed problems, brokerage policies, order-routing behavior, margin changes, liquidation, exchange rules, connection failures, hardware failures, or third-party security incidents. Customer remains responsible for maintaining the third-party accounts and services necessary to operate TKO.

13. SOFTWARE UPDATES, SUPPORT AND CHANGES

K.O.K.O Holdings LLC may update, modify, improve, correct, replace, or discontinue features or versions of TKO. Updates may be necessary because of changes in markets, technology, trading platforms, brokerage systems, security requirements, or other circumstances. No update,

modification, support communication, or troubleshooting assistance constitutes a guarantee of trading performance or uninterrupted operation.

14. AUTOMATED TRADING ACKNOWLEDGMENT

Customer understands that automated trading systems may submit, modify, and cancel orders and may enter or exit positions without Customer manually approving each transaction. Automated trading can produce rapid gains or rapid losses. Customer is responsible for monitoring Customer's account and maintaining the ability to disable the Software, cancel orders, close positions, or contact Customer's broker when necessary. K.O.K.O Holdings LLC does not continuously supervise or monitor Customer's trading account.

15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, K.O.K.O HOLDINGS LLC AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, DEVELOPERS, REPRESENTATIVES, AFFILIATES, AUTHORIZED RESELLERS, AND AGENTS SHALL NOT BE LIABLE FOR TRADING LOSSES, LOST OR MISSED PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF OPPORTUNITY, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, EXEMPLARY DAMAGES, PUNITIVE DAMAGES, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO TKO, CUSTOMER'S TRADING, OR CUSTOMER'S INABILITY TO USE TKO.

This limitation applies whether the claimed loss results from market movement, execution or non-execution, slippage, technical issues, software operation, third-party systems, Customer configuration, Customer action or inaction, or otherwise, except to the extent liability cannot lawfully be limited.

To the maximum extent permitted by law, K.O.K.O Holdings LLC's aggregate liability arising from or relating to Customer's purchase or use of TKO shall not exceed the amount actually paid by Customer to K.O.K.O Holdings LLC for the applicable TKO license during the twelve (12) months immediately preceding the event giving rise to the claim. Nothing in this Agreement excludes liability that applicable law does not permit the parties to exclude.

16. CUSTOMER INDEMNIFICATION

To the maximum extent permitted by law, Customer agrees to defend, indemnify, and hold harmless K.O.K.O Holdings LLC and its members, managers, officers, employees, developers, representatives, affiliates, and authorized resellers from third-party claims, liabilities, losses, damages, costs, and reasonable attorneys' fees arising from Customer's unauthorized use or distribution of TKO, violation of this Agreement, violation of applicable law, unauthorized modification of TKO, or use of TKO on behalf of another person without authorization.

17. SUSPENSION AND TERMINATION

K.O.K.O Holdings LLC may suspend or terminate Customer's license for material breach of this Agreement, unauthorized copying or distribution, unauthorized sharing of access, attempted circumvention of licensing or security controls, fraud relating to TKO, nonpayment, or infringement of K.O.K.O Holdings LLC's intellectual-property rights. Termination for Customer breach does not create a right to a refund.

Provisions that by their nature are intended to survive expiration or termination—including intellectual-property protections, confidentiality, payment obligations, liability limitations, indemnification, and dispute provisions—shall survive.

18. NO RELIANCE ON ORAL STATEMENTS

Customer acknowledges that Customer is not relying on an oral promise, projection, profit estimate, or representation that contradicts this Agreement. No salesperson, reseller, representative, employee, contractor, or other person may make a binding guarantee of trading performance or modify this Agreement unless the modification is expressly authorized in writing by K.O.K.O Holdings LLC.

19. TESTIMONIALS AND CUSTOMER RESULTS

Any testimonial, customer experience, trading example, or performance example reflects only the experience described and is not a guarantee that Customer will achieve the same or similar result. Individual results can vary materially.

20. ELECTRONIC ACCEPTANCE AND RECORDS

Customer agrees that electronic acceptance of this Agreement has the same force and effect as a physical signature to the extent permitted by applicable law. Acceptance may include signing electronically, clicking an acceptance box, completing a purchase after being presented with these terms, activating the Software after being presented with these terms, or otherwise electronically indicating agreement. Customer consents to receiving and retaining this Agreement and related notices electronically.

21. ARIZONA GOVERNING LAW

This Agreement and any dispute arising from or relating to TKO, Customer's purchase, or Customer's use of TKO shall be governed by the laws of the State of Arizona, without regard to conflict-of-law principles, except to the extent applicable federal law controls.

22. DISPUTE RESOLUTION; INDIVIDUAL ARBITRATION; CLASS AND JURY WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS LEGAL RIGHTS, INCLUDING THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.

Except for claims seeking temporary or permanent injunctive relief to protect intellectual property, confidential information, licensing systems, or unauthorized distribution of TKO, any dispute, claim, or controversy arising out of or relating to this Agreement, TKO, or Customer's purchase or use of TKO shall be resolved by binding arbitration on an individual basis. The arbitration shall take place in Phoenix, Arizona, unless the parties agree in writing to another location or remote proceeding.

The arbitration shall be administered by the American Arbitration Association ("AAA") under the rules applicable to the nature of the dispute, as modified by this Agreement. Judgment on the award may be entered in any court having jurisdiction.

CUSTOMER AND K.O.K.O HOLDINGS LLC EACH WAIVE THE RIGHT TO A TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLAIMS MUST BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. An arbitrator may award relief only to the individual party seeking relief and only to the extent necessary to resolve that party's individual claim.

If the class-action waiver or any other portion of this arbitration section is determined to be unenforceable for a particular claim or remedy, that portion shall be severed to the extent necessary, and the remainder of this Agreement shall continue to apply. Nothing in this section prevents either party from pursuing a claim in small-claims court when the claim qualifies and remains on an individual basis.

23. SEVERABILITY; NO WAIVER; ENTIRE AGREEMENT

If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in effect. Failure by K.O.K.O Holdings LLC to enforce a provision on one occasion does not waive the right to enforce it later.

This Agreement, together with any applicable order form, invoice, license terms, or written addendum approved by K.O.K.O Holdings LLC, constitutes the entire agreement concerning Customer's use of TKO and supersedes prior or contemporaneous statements on that subject to the extent they conflict with this Agreement. Any amendment must be authorized in writing by K.O.K.O Holdings LLC.

CUSTOMER'S FINAL ACKNOWLEDGMENT

Please read each statement before signing or electronically accepting.

- ☐ **I understand that futures trading involves substantial risk and that I can lose money.**
- ☐ **I understand that TKO does not guarantee profits, income, win rate, account growth, or any particular trading result.**
- ☐ **I understand that K.O.K.O Holdings LLC is not responsible for my market gains or losses to the maximum extent permitted by law.**
- ☐ **I understand that backtests, hypothetical results, simulations, Strategy Analyzer results, Playback results, historical results, and testimonials do not guarantee future performance.**
- ☐ **I understand that actual live execution may differ from backtested, simulated, or Playback execution.**
- ☐ **I understand that brokers, NinjaTrader, exchanges, market data, internet connections, computers, VPS services, and other third parties can affect order handling and trading results.**
- ☐ **I understand the extended license term stated in Section 8 of this Agreement.**

- ☐ **I understand that my purchase is non-refundable except where applicable law requires otherwise or K.O.K.O Holdings LLC expressly authorizes a refund in writing.**
- ☐ **I understand that TKO remains the intellectual property of K.O.K.O Holdings LLC and that I may not copy, share, resell, distribute, reverse engineer, or provide unauthorized access to it.**
- ☐ **I understand the arbitration, jury-trial waiver, and class-action waiver provisions contained in this Agreement.**
- ☐ **I have had an opportunity to read this Agreement and ask questions before accepting it.**

Customer Name: _____

Company, if applicable: _____

Signature: _____

Date: _____

Email: _____

K.O.K.O Holdings LLC Authorized Representative: _____

Date: _____