

# Modern Day Alchemy

## SOFTWARE LICENSE AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between \_\_\_\_\_ (“Licensee”) and  
Modern Day Alchemy, LLC (“Licensor”).

WHEREAS, Licensor is a software designer and developer of automated trading applications for the Foreign Exchange Markets; and

WHEREAS, Licensor has agreed to make available to the Licensee said applications for a fee; and

WHEREAS, Licensee has expressed a desire to have access to the proprietary applications owned or otherwise under the control of Licensor for the sole purpose of trading foreign currencies through the Foreign Exchange Marketplace (FOREX); and

WHEREAS, Licensee and Licensor agree to enter into a non-exclusive licensing agreement for the purposes using Licensor’s applications for such trading;

NOW, THEREFORE, the parties do agree as follows:

### 1. Definitions.

- a. “Software” and “Application(s)” shall mean the MetaTrader Expert Advisor (“MTEA”) computer programs in machine readable object code and source code form and any subsequent error corrections or updates supplied to Licensee by Licensor pursuant to this Agreement.
- b. "Billing cycle" shall mean the time period starting on the first Monday of any calendar month and measuring to the last Friday following the last Monday of any calendar month.

**2. Grant of Rights.** Licensor hereby grants, and Licensee hereby accepts, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable and non-assignable license to use the Software and/or Applications to facilitate Licensee’s trading of foreign currencies through the FOREX marketplace.

**3. Intellectual Property.** During the term of this Agreement Licensor shall maintain exclusive possession and right of control of the Software and Applications and shall install and administer them as necessary on a server owned by or licensed to Licensor for the purpose of this Agreement. The Licensee is not entitled to and shall not receive a copy of the application(s) and/or software, nor shall have a right to demand the source code, machine executable code or other form of electronic or hard copy information that may allow or be reasonably expected to allow for the reverse engineering of the intellectual property of the Licensor. Licensee is deemed to be in constructive possession of the

software and/or Applications by virtue of the Licensees ability to tailor to Licensee's own trading account and Licensee's ability to deactivate said Software and Applications upon demand.

**4. Terms of Agreement.** See Addendum A

**5. Licensee Exclusive Decision-maker for Trading.** Licensee acknowledges that the use of the Software and/or Applications made available to Licensee under this Agreement constitutes an exercise of authority over the account and assets of the Licensee, and that the Licensor shall not have access to nor authority over said account or accounts in which said assets may be held. Licensee further understands and acknowledges that the Licensor and/or its employees, agents, or representatives SHALL NOT be involved in the management, direction, and/or guidance of Licensee's trading account. Licensor's exclusive role shall be the installation, maintenance, and potential upgrading or enhancement of the Software and/or Applications that Licensee is licensing under this Agreement for his trading activities.

## **6. RISK DISCLOSURE**

- **FOREX TRADING IS NOT APPROPRIATE FOR ALL.**
- **THERE IS A SUBSTANTIAL RISK OF LOSS ASSOCIATED WITH TRADING CURRENCIES AND LOSSES CAN AND WILL OCCUR.**
- **NO SYSTEM OR METHODOLOGY DEVELOPED CAN OR WILL GUARANTEE OR ENSURE THAT LOSSES WILL NOT OCCUR.**
- **NO REPRESENTATIONS, OR IMPLICATIONS ARE BEING MADE THAT USING THE SOFTWARE AND APPLICATIONS WILL GENERATE PROFITS OR PREVENT LOSSES. AS IN ALL INVESTMENT AND TRADING SCENARIOS PAST RESULTS ARE NOT INDICATIVE OF FUTURE RESULTS.**
- **THE USE OF MARGIN/LEVERAGE CARRIES WITH IT A HIGH DEGREE OF INHERENT RISK, AND MAY NOT BE SUITABLE FOR INDIVIDUAL INVESTORS. BEFORE USING MARGIN/LEVERAGE TO TRADE FOREX ONE SHOULD CAREFULLY CONSIDER INVESTMENT OBJECTIVES, EXPERIENCE, AND RISK TOLERANCES.**
- **THE POSSIBILITY EXISTS THAT ONE COULD SUSTAIN A LOSS OF SOME OR ALL OF THE INVESTED CAPITAL AND THEREFORE SHOULD NOT INVEST FUNDS THAT ONE CANNOT AFFORD TO LOSE.**
- **THESE AND OTHER RISK SHOULD BE INVESTIGATED AND ADDRESSED BEFORE CONDUCTING TRADES IN THE FOREX MARTKETS.**

**7. DISCLAIMER OF WARRANTIES.** TO THE FULLEST EXTENT PERMITTED BY LAW, MODERN DAY ALCHEMY AND EACH OF ITS ADVERTISERS, LICENSORS, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THE SOFTWARE, APPLICATIONS AND WEB SITE, YOUR USE THEREOF, THE ACCURACY OR COMPLETENESS OF THE SOFTWARE, APPLICATIONS AND/OR WEB SITE'S CONTENT, THE CONTENT OF ANY SOURCE LINKED TO THE SOFTWARE, APPLICATIONS OR WEB SITE OR THE SERVICES, PRODUCTS, INFORMATION OR ANY OTHER ITEMS OR MATERIALS OFFERED AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEB SITE, SOFTWARE, APPLICATIONS OR SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION, ACCESS OR PERFORMANCE, TO OR FROM THE WEB SITE, SOFTWARE, OR APPLICATIONS (E) ANY BUGS, VIRUSES, TROJANS, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEB SITE, SERVERS, SOFTWARE, OR APPLICATIONS BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEB SITE, SOFTWARE OR APPLICATIONS. THE USE OF THE SOFTWARE, APPLICATIONS, AND WEB SITE ARE AT THE RISK OF THE USER ONLY AND MODERN DAY ALCHEMY PROVIDES NO WARRANTY AS TO THE FITNESS OF PURPOSE OF MERCHANTABILITY AS TO THE SERVICES AND MATERIALS PROVIDED BY IT.

Modern Day Alchemy reserves the right to change its warranty policy set forth herein, at any time, without notice and without liability to you or any other person.

**8. Assignment of Rights.** The rights bestowed under this Agreement may not be assigned, transferred, encumbered or otherwise alienated by the Licensee without the express written permission of the Licensor. The Licensor may, without the permission or consent of the Licensee, assign the obligations and rights of the Licensor under this Agreement to another party if and when it desires.

**9. Attorney's Fees.** If any legal action is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to immediate reimbursement from the other party for reasonable attorney's fees and costs incurred and to any other relief granted by court, settlement, agreement or right.

**10. Choice of Law and Venue.** The laws of the state of Nevada shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto, without consideration of the state's choice or conflict of laws provisions. The parties agree that actions arising out of, under or from this Agreement shall be brought through binding arbitration under the applicable rules of the American Arbitration Association in Clark County Nevada, United States of America.

**11. Entire Understanding.** This document and any exhibit attached, referenced or noted by this agreement constitutes the entire understanding and Agreement of the parties, and any and all prior Agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

**13. Survival of Obligations.** Wherever necessary to carry out the intent of the parties, certain provisions of this agreement shall survive the expiration or termination of this agreement and shall continue in full force and effect. The parties agree to execute promptly any documents or take any actions necessary to effectuate the purpose and intent of this agreement.

**14. Execution in Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which when taken together shall constitute one and the same document. This Agreement shall become binding and enforceable upon a party at such time as a counterpart has been signed and either deposited in the mail, transmitted via facsimile to the other party, or sent via email bearing the signature or mark of the party.

**15. Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and/or unenforceable, then the remainder of this Agreement shall remain in full force and effect.

**16. Headings & Gender.** Headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof. The use of the male gender is for convenience purposes only and this Agreement shall be construed in proper form depending on the gender or legal structure of the parties.

**17. Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, sent to the other party via fax or email at an address or number provided by the other party for contact and exchange, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested or sent through a recognized overnight courier (UPS, FedEx, DHL, etc). If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice is given via fax or email it shall be deemed received if the service or electronic system provides confirmation of the transmission or if the service or system has not notified the sending party that the material has not been received, blocked or otherwise deflected from its intended destination. If such notice, demand or other communication is given by mail such notice shall be conclusively deemed given five days after deposit thereof in the United States mail, or two days after deposited with a recognized overnight courier, addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Licensor:

**MODERN DAY ALCHEMY, LLC.  
7065 W. ANN ROAD STE 130-103  
LAS VEGAS, NEVADA 89130  
ALCHEMYWORKS@GMAIL.COM**

If to Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.**

\_\_\_\_\_  
Managing Member

\_\_\_\_\_  
Licensee

MODERN DAY ALCHEMY, LLC  
7065 W. ANN ROAD STE 130-103  
LAS VEGAS, NEVADA 89130  
as Licensor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
as Licensee

# Terms and Conditions

## Addendum A

The following information constitutes the financial terms and conditions between Modern Day Alchemy (the “Licensor”) and Client (the “Licensee”). Licensor retains the right to limit and/or terminate Licensee’s use of the Software, Applications, and services due to lack of or refusal of payment of fees due to Licensor, infrastructure limitations or other issues that Licensor identifies as requiring limited access.

### 1. Length of Term

The use of the software, applications and services of the Licensor are being made available to the Licensee on a time limited basis. The license provided herein shall run from the date of execution of the agreement of which this is part to the conclusion of the billing cycle. This agreement shall continue in full force and effect, renewing under the same terms and conditions until terminated by the Licensee or the Licensor by providing notice to the other party no less than 7 days before.

### 2. Fees

- Upon execution of this Agreement the Licensee shall pay to the Licensor a one-time setup fee in the amount of US\$1000.00 (One-Thousand US Dollars and Zero Cents).
- The Licensee shall pay to the Licensor a fee equal to US\$25.00 (Twenty-Five US Dollars and Zero Cents) multiplied by the total volume of contracts traded by or through the software, applications or services of the Licensor.

### 3. Payment Terms

- All payments are due by no later than Friday following the second Monday of each month. Should Licensee fail to make the fee payment during the allotted period, Licensor has the right to immediately terminate this Agreement and inactivate the Software, Applications and Services assigned to and in use by the Licensee.
- In the event of deactivation, Licensor shall be entitled to charge a re-activation fee equal to the initial fee paid by the Licensee. The charge and collection of this fee remains at the sole discretion of the Licensor.