Infrastructure Seat License — Platform ↔ Independent Adviser

Model Program Advisors, LLC (proposed) · a multi-program commodity trading advisor · mpaclient.com

Template for counsel review · October 30, 2026 · Parties: WEB PROS MARKETING, LLC (d/b/a AI Trade Pros) and Model Program Advisors, LLC · Principal of the Adviser: Austin Donald Putt · BRACKETED TEMPLATE — the Platform's paper, held by the Adviser; counsel to complete, price against real comparables, and approve before execution. This agreement must exist on paper before the Adviser's Disclosure Document describes it in Section 5

1. Parties and purpose

This Infrastructure Seat License (the "License") is between **WEB PROS MARKETING, LLC**, a [STATE] limited liability company doing business as AI Trade Pros (the "Platform"), and **Model Program Advisors, LLC**, a [STATE] limited liability company registered [to be registered] with the Commodity Futures Trading Commission as a commodity trading advisor and a Member of National Futures Association (the "Adviser").

The Platform operates, under license from ABC Software Technologies, a trade-replication service that lets a person who holds an account at a supported trading venue have that account follow a selected model automatically. The Adviser operates trading programs for its own clients and wishes to use the Platform's replication service to carry out those programs in its clients' own venue accounts. This License grants that use for a fixed fee per seat and nothing else.

The parties are **independent**. The Adviser is owned entirely by its principal, Austin Donald Putt; no owner, manager or employee of the Platform or of ABC Software Technologies holds any interest in, option on, or right to acquire the Adviser, and the reciprocal is true. Each party contracts at arm's length and in its own name. [Counsel: confirm the independence representations in Section 9 match the Operating Agreement and the Brand Program Agreement.]

2. What is licensed

The Platform grants the Adviser a non-exclusive, non-transferable license, for the Term, to use the following in the operation of the Adviser's advisory programs (together, the "Infrastructure"): the trade-replication engine; venue connectivity, including trade-only API-key storage and the daily key-permission verification; the member portal screens through which an Adviser client elects a program, sets limits and links an account; the embedded enrollment doorway on which the Adviser's own screens run; hosting, monitoring, logging and support; and the record feeds described in Section 6.

The Infrastructure, its source code, marks and member relationships remain the Platform's (or ABC Software Technologies') property. The Adviser receives access, not ownership, and acquires no right in any member of the Platform except a person who becomes the Adviser's client through the Adviser's own doorway. Nothing in this License makes the Platform an adviser, a solicitor, or an agent of the Adviser, and the Platform gives no trading advice to anyone.

3. The seat fee

3.1 The metric. The Adviser pays the Platform a fixed monthly fee for each **Active Seat**. An Active Seat is a client of the Adviser whose linked venue account was enabled for replication of an Adviser program through the Infrastructure on any day of the calendar month. A client with two linked accounts is two seats; a client whose replication was paused for the entire month is not a seat.

3.2 The rate. The rate is **$[15.00] per Active Seat per month** (Schedule 1). [Placeholder set October 30, 2026; counsel and the Platform to replace with the rate supported by the comparables and cost file in Schedule 1.]

3.3 What the fee never references. The fee is calculated from seats only. It shall never reference, vary with, or be computed from the Adviser's advisory fees, any client's trading results, volume, leverage, deposits or account value, or the Adviser's revenue, and no true-up against any of those shall ever be made. Any amendment that would introduce such a reference is void.

3.4 Resets. The rate may be reset **prospectively only**, by written amendment signed by both parties, not more than once in any twelve months, from three inputs: measured Active Seats, the Platform's actual infrastructure and support cost, and then-current market comparables for retail trade-automation services. Invoices already issued are never adjusted.

3.5 Invoicing and payment. The Platform invoices monthly in arrears, in its own name, with a seat count by client identifier. The Adviser pays within [30] days from its own operating account in [USD]. Late amounts bear interest at [1%] per month. The Platform's books record amounts received under this License as software licensing income and nothing else.

3.6 Minimum. [Optional: a minimum of $[150] per month (ten seats) applies from the month the Adviser's first program is live. Counsel to decide whether a minimum is wanted.]

4. No other money

The Platform shall not receive from the Adviser, and the Adviser shall not pay to the Platform, any percentage of the Adviser's advisory compensation, any per-client referral, enrollment or solicitation payment, any share of the Adviser's profit or distributions, or any amount measured by or contingent on any person's trading. The Adviser shall not pay anything to any marketer, member or affiliate of the Platform. The Platform shall pay no compensation to any person for soliciting, referring or enrolling a client of the Adviser, and no status, enrollment, fee or result of an Adviser client shall generate, increase or affect any qualification, rank or compensation under the Platform's Wealth Share rewards program; the Platform maintains that exclusion in the code of its qualification engine and certifies it to the Adviser annually. Advisory fees are invoiced solely by the Adviser in its own name, are received solely into the Adviser's own accounts, and never transit the Platform. Amounts paid under this License are never routed into the Platform's Wealth Share Flows as advisory revenue. [Counsel: this Section restates the money flow in the Partner Structure paper and Brand Program Agreement §4; keep the three documents identical.]

5. The Platform's obligations

The Platform shall: keep the Infrastructure available [99.5%] of each month excluding scheduled maintenance announced [48] hours ahead; store client venue keys with trade-only permission and verify those permissions daily, reporting any key found with withdrawal or transfer permission to the Adviser the same day and disabling it; replicate each program's trades as configured by the client's limits and no further; furnish the Adviser the record feeds in Section 6; maintain the information-security controls described in its security attestation (Schedule 3), on

which the Adviser's Information Systems Security Program relies; maintain the continuity measures in Schedule 3, on which the Adviser's Business Continuity Plan relies; notify the Adviser within [24] hours of any security incident, outage exceeding [one hour], or regulatory inquiry touching the Infrastructure; and make no change to the embedded doorway screens, the Adviser's program tags, or the "Adviser program" text in the portal without the Adviser's written approval under its Promotional Material Review Procedures.

6. Records and data

The Adviser's client records are the Adviser's own and are maintained by the Adviser under CFTC Regulation 4.33 and NFA Rule 2-10. The Platform processes data under this License solely as the Adviser's technology vendor under the data-processing terms in Schedule 2. For each Adviser client the Platform furnishes to the Adviser, daily and on request: the signed records of the Platform's own consent steps (date, version, IP); the client's limits in force and their history; the key-permission verification log; and the venue's trade and equity data for the client's account — enough to satisfy the Adviser's supervisory procedures and to compute its fees. The Platform furnishes **nothing** about the client's Tech Pass tier, rewards, marketer or referral tree, and the Adviser shall not request it. The Adviser's doorway records post to the Adviser's own endpoint and are never written to the Platform's consent tables; the Platform retains only the fact that the doorway opened and closed. On termination the Platform delivers a complete export of the Section 6 records within [30] days and then deletes its copies except as law requires it to keep them.

7. Term, suspension and termination

The Term is [12] months from the Effective Date, renewing for successive twelve-month terms unless either party gives [90] days' written notice. The Platform may suspend access for non-payment on [15] days' notice. Either party may suspend immediately, and terminate on [30] days' notice, if the other breaches Section 3.3 or Section 4, loses a registration required for its business, or is the subject of a regulatory action that in counsel's judgment makes continued performance imprudent. This License terminates automatically, with [60] days of wind-down access, if the Adviser ceases to be registered or withdraws its Disclosure Document. During any period in which the Adviser is registered but has no active program, this License is suspended and no seat fee accrues. Wind-down: no client's replication ends without the notice provided in the Adviser's Client Agreement and Termination Notice; the Platform continues to replicate for clients in wind-down at the seat fee until each client's termination date. Sections 3.3, 4, 6 and 9 survive termination.

8. Other brands and other advisers

This License is non-exclusive both ways. The Platform may license the Infrastructure to other registered advisers, and the Adviser may use other infrastructure and serve clients of other brands. Where the Adviser serves clients of a brand other than AI Trade Pros, the seats of those clients are counted and billed under this License on the same terms unless the parties sign a schedule stating otherwise. [Counsel: align with Brand Program Agreement §1 so that each brand relationship is the Adviser's and no brand is party to this License.]

9. Independence and arm's length

Each party represents that: it is separately owned, capitalized by its own or independently borrowed funds, and keeps its own books, bank accounts, contracts, regulatory files and personnel; no side letter, guarantee, buyback, profit-reallocation or option exists between the parties or their owners beyond this License and the Brand Program Agreement; and it intends every amount under this License to reflect what unrelated parties would agree at arm's

length. The Platform maintains the written pricing file supporting Schedule 1 (comparables, cost, usage, functions and risks) and makes it available to the Adviser and to either party's regulator on request. Non-circumvention: the Platform shall not solicit the Adviser's clients to end their advisory relationship; the Adviser shall not solicit Platform members except through the disclosed doorway. Each party consents to the description of this License in the Adviser's Disclosure Document, Section 5, and in the Platform's own public conflicts disclosures.

10. General

Each party covenants to obtain and keep every registration its activities require and to notify the other within [2] business days of any regulatory inquiry. Audit: on [15] days' notice, not more than [twice] a year, either party may audit the other's compliance with Sections 3, 4 and 6. Confidentiality, limitation of liability (no cap for breach of Section 4, Section 6 or a security obligation), indemnification, notices, assignment (none without consent, save to a successor of the whole business), governing law [STATE] and dispute resolution [venue; nothing herein limits an Adviser client's rights under NFA arbitration rules] as counsel drafts. Amendment only in writing signed by both parties, and rate changes only under Section 3.4. No third-party beneficiaries: no client of the Adviser and no member of the Platform acquires any right under this License. Entire agreement with the Brand Program Agreement; in a conflict on money, Section 4 of this License controls.

Signatures

WEB PROS MARKETING, LLC (d/b/a AI Trade Pros) — By ____ **Name** ___ ***Title*** __ ***Date*** _

Model Program Advisors, LLC — By ____ **Austin Donald Putt, Managing Member — Date** _

Schedule 1 — Seat fee

Item	Term
Rate	$[15.00] per Active Seat per month [placeholder, Oct 30, 2026]
Active Seat	A client venue account enabled for replication of an Adviser program on any day of the month
Counted from	The month the Adviser's first program goes live
Minimum	[None / $[150] per month]
Reset	Prospective only; not more than once in twelve months; three inputs (Section 3.4)
Pricing file	Comparables, cost, usage, functions, risks — kept by the Platform, reviewed annually
Invoice	Monthly in arrears; seat count by client identifier; net [30]; USD

Schedule 2 — Data processing terms

[Counsel: processor terms — purpose limitation to Section 6; sub-processors (ABC Software Technologies; hosting provider); security measures by reference to Schedule 3; breach notice [24] hours; deletion on termination; no use of Adviser client data for the Platform's marketing or rewards program; audit rights.]

Schedule 3 — Security attestation and continuity measures

[ABC Software Technologies' security attestation (key vault, trade-only enforcement, access control, logging, penetration testing cadence) and the Platform's continuity measures (hosting redundancy, backup and restore

objectives, failover to manual position close, communication plan), each dated and re-issued annually; relied on by the Adviser's ISSP (MPA-11) and BCP (MPA-12).]

Template for counsel. This document binds no one until completed, priced against real comparables, and signed by both parties. Not legal advice.