



## End User License Agreement

### 1. Acknowledgment

You acknowledge and agree that tastyworks, Inc. ("tastyworks") owns all right, title and interest to its middleware and trading platform (the "tastyworks System") and to its customers' access to the tastyworks System via mobile, web, and downloadable software applications (collectively, the "tastyworks Applications").

Furthermore, you acknowledge and agree that dough, Inc. ("dough") owns all right, title and interest to its web-based and downloadable application (the "Dough App") and all content, documentation and related materials streaming, displayed or connected to it (collectively, the "Dough Content").

You acknowledge that dough is not a licensed financial advisor, registered investment advisor, registered broker-dealer or FINRA|SIPC|NFA member firm. dough does not provide investment or financial advice or make investment recommendations. dough is not in the business of transacting trades, holding customer funds or securities, nor does dough agree to direct your brokerage accounts or give trading or investment advice tailored to your particular situation. Nothing contained in the Dough Content constitutes a solicitation, recommendation, promotion, or endorsement of any particular security, other investment product, transaction or investment.

### 2. Grant of Licenses

tastyworks hereby grants to you a revocable, non-transferrable, non-exclusive, limited license to use the tastyworks System via the tastyworks Applications for purposes, including, but not limited to, trade routing and execution, access to market data, and account management.

All of tastyworks' copyright and other intellectual property rights, including, but not limited to, patents, logos, trademarks, the tastyworks System, and the tastyworks Applications shall be and remain the sole property of tastyworks. You agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or otherwise exploit tastyworks' copyright and intellectual property rights in any manner without tastyworks' express written consent. You agree to comply with reasonable written requests by tastyworks to protect the tastyworks System, the tastyworks Applications, and tastyworks' respective rights therein.

tastyworks, as a fully owned subsidiary of dough, hereby grants to you a revocable, non-transferrable, non-exclusive, limited sublicense to use the Dough App for the purpose of providing front-end trading platform technology.

All of dough's copyright and other intellectual property rights, including, but not limited to, patents, logos, trademarks, the Dough App, and Dough Content shall be the sole property of dough. You agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or otherwise exploit dough's copyright and intellectual property rights in any manner without dough's express written consent. You agree to comply with reasonable written requests by dough or tastyworks to protect the Dough App, Dough Content, and dough's respective rights therein.

**Nothing in this End User License Agreement grants you any ownership of or any rights in tastyworks, dough, or any affiliate of either party's intellectual property. You agree to not use the tastyworks System, the tastyworks Applications, the Dough App, or Dough Content for any illegal purposes.**

**You acknowledge that there are no expressed or implied warranties or representations provided by tastyworks relating to the licensed use of the tastyworks System and the tastyworks Applications, services or facilities used to support the tastyworks System and the tastyworks Applications, including, but not limited to, the validity of the market data transmitted to you, warranties of merchantability, non-infringement, and warranties of fitness for a particular purpose, or implied warranties arising from trade usage or course of dealings.**

### **3. Limitation of Liability**

You acknowledge and understand that there may be delays or interruptions in the use of the tastyworks System and tastyworks Applications. You acknowledge and understand that the tastyworks System and tastyworks Applications are both individually "as is" and there is no statutory, implied or express warranty. You agree that tastyworks shall not be liable for any loss resulting from a delay or interruption in the use of the tastyworks System and tastyworks Applications. You agree and understand that in no event will tastyworks be liable to you or anyone else for any consequential, incidental, special, punitive, or indirect damages, including, but not limited to, lost profits, trading losses and damages that result from inconvenience, delay or loss of the use of any of the services provided through the tastyworks System or tastyworks Applications

Furthermore, you acknowledge and understand that there may be delays or interruptions in the use of the Dough App. You acknowledge and understand that the Dough App is "as is" and there is no statutory, implied or express warranty. You agree that dough shall not be liable for any loss resulting from a delay or interruption in the use of the Dough App. You agree and understand that in no event will dough be liable to you or anyone else for any consequential, incidental, special, punitive, or indirect damages, including, but not limited to, lost profits, trading losses and damages that result from inconvenience, delay or loss of the use of any of the services provided through the Dough App.

### **4. Termination**

tastyworks may terminate this End User License Agreement at anytime.