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Provider:	HavenAlgo Licensing Ltd — Company No. 16850144, 128 City Road, London EC1V 2NX
Validation Partner:	Prospective Partner, [Your Organisation]
Document Reference:	HA-PILOT-SAMPLE
Date:	03 October 2026

Background

HavenAlgo Licensing Ltd ("**HavenAlgo**") has developed the X45 algorithmic execution system, a proprietary software tool configured to execute systematic FX strategies on client-held MT5 accounts. HavenAlgo wishes to offer a finite, structured validation programme to allow prospective institutional partners to observe and verify live system performance prior to making any deployment commitment.

The Validation Partner ("**Partner**") wishes to participate in this programme to independently assess the X45 system's verified execution record and live operation.

1. Programme Scope & Term

- The programme term is **twelve (12) calendar months** from the date of this Agreement.
- The Partner will receive read-only access to a dedicated live trading account operated by HavenAlgo's lead trader, configured to the Partner's selected Deployment Tier (see Schedule A).
- HavenAlgo will provide the Partner with weekly performance summaries, monthly institutional reports, and real-time Telegram notifications of all material account events.
- The Partner may terminate the programme with 30 days' written notice. Fees paid are non-refundable unless HavenAlgo materially breaches its obligations under Clause 3.

2. What the Programme Is (and Is Not)

Important — Please Read Carefully

This Agreement constitutes a **software validation and technical observation programme**. HavenAlgo is not:

- Managing the Partner's money or capital at any point;
- Providing investment management, advice, or discretionary portfolio management services;
- Acting as an authorised person under the Financial Services and Markets Act 2000 in relation to the Partner's funds.

The live account observed is **HavenAlgo's own operational account**. The Partner is an observer. The Deployment Configuration Fee (Schedule A, Part 1) is a technical specification instruction which the Partner issues to HavenAlgo for the purpose of configuring proprietary software parameters. This mechanism does not constitute investment management.

3. HavenAlgo Obligations

- Operate the live validation account in accordance with the Deployment Tier selected in Schedule A throughout the programme term.
- Provide the Partner with weekly MT5 performance summaries (Equity, Balance, Drawdown vs Peak).
- Provide monthly institutional reports in PDF format within 5 business days of month-end.
- Notify the Partner immediately via Telegram and email upon any material drawdown event (>3% intra-month from prior month-end balance).
- Maintain the X45 system on a dedicated VPS with 99.5% uptime target, excluding scheduled maintenance windows.
- Provide a post-programme transition plan if the Partner elects to proceed to a full deployment licence.

4. Partner Obligations

- Pay the Programme Fee in accordance with Schedule A, Part 2.
- Issue the Technical Instruction as set out in Schedule A, Part 3 (selection of Deployment Tier).
- Treat all programme documentation, performance data, and system configuration information as Confidential Information (see Clause 6).
- Not attempt to reverse-engineer, copy, or replicate any component of the X45 system.

5. Fees & Payment

- The total programme fee is set out in Schedule A. It comprises two components:
 - Deployment Configuration Fee:** Payable on execution of this Agreement. Covers VPS configuration, Technical Instruction implementation, and initial system verification.
 - Programme Fee:** Payable within 7 days of execution. Covers the 12-month live observation programme and all reporting obligations.
- All fees are exclusive of VAT (if applicable). Payment by bank transfer to the details provided on the issued invoice.
- Late payment (beyond 14 days of invoice date) accrues interest at 8% per annum above Bank of England base rate.

6. Mutual Non-Disclosure Agreement

Each party (a "**Disclosing Party**") may share Confidential Information with the other party (a "**Receiving Party**") during the programme. "Confidential Information" means all non-public, proprietary, or commercially sensitive information disclosed by either party in connection with this programme.

- Each Receiving Party shall: (a) hold all Confidential Information in strict confidence; (b) use it solely for the purpose of this programme; (c) not disclose it to any third party without prior written consent.
- Obligations of confidentiality survive termination of this Agreement for a period of **three (3) years**.
- Exceptions apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was lawfully known before disclosure; (c) is independently developed without reference to Confidential Information; (d) is required to be disclosed by law or regulation (with prior written notice to the Disclosing Party where permitted).
- HavenAlgo's Confidential Information includes (without limitation): the X45 system architecture, entry/exit logic, lot-sizing parameters, deployment configurations ("Setups"), and proprietary trade journals.
- The Partner's Confidential Information includes (without limitation): investment strategy, capital structure, beneficial ownership, and internal financial analysis.

7. Intellectual Property

All intellectual property rights in the X45 system, including its algorithms, Setups, configuration profiles, and documentation, remain the exclusive property of HavenAlgo Licensing Ltd. This Agreement grants the Partner no IP rights whatsoever. The Partner's right to observe live performance does not constitute a licence of any IP.

8. Liability

- HavenAlgo's aggregate liability to the Partner under this Agreement shall not exceed the total Programme Fee paid by the Partner.
- Neither party shall be liable for indirect, consequential, or special losses, including loss of profit or opportunity.
- Nothing in this Clause limits liability for fraud or death/personal injury caused by negligence.
- No guarantee of performance:** Past performance of the X45 system, including verified historical metrics, does not guarantee future results. Live account performance during the programme may differ materially from historical data. The Partner acknowledges this risk.

9. Term & Termination

- This Agreement commences on the date of execution and continues for 12 months (or until terminated).
- Either party may terminate for material breach with 14 days' written notice if the breach is not remedied.
- HavenAlgo may suspend the programme immediately if the Partner breaches Clause 4(4) (IP obligations) or Clause 6 (NDA).

10. Governing Law & Jurisdiction

This Agreement is governed by the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

11. Entire Agreement

This Agreement (including Schedule A) constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or arrangements. It may only be amended in writing signed by both parties.

Execution

By signing below, each party agrees to be bound by the terms of this Agreement.

HavenAlgo Licensing Ltd

Prospective Partner



Authorised Signatory

Matthew Hornby, Founder & Director

Date: 03 October 2026

Authorised Signatory

Name: _____

Title: _____

Date: _____

