

INTERFACE AGREEMENT

This Interface Agreement (the “Agreement”) effective as of October 12, 2023 (the “Effective Date”), is binding and supersedes any similar agreement[s] by and between **Flip Investor, Inc.** (“FII” or “Software Provider”), having its principal place of business at 14362 N Frank Lloyd Wright, Suite 2400, Scottsdale, AZ 85260 and **Optionality Securities, LLC**, a registered broker-dealer and member of the Financial Industry Regulatory Authority or FINRA (“BD”), having its principal place of business at 423 Pleasant Valley Drive, Conshohocken, PA 19428.

WHEREAS, FII is a technology company that produces software based on algorithms that generate signals to purchase, hold and sell certain index exchange traded funds (“ETFs”) and other securities (the “Software”);

WHEREAS, FII makes available the Software on a free and nominal subscription fee basis to the public;

WHEREAS, subscribers may use the Software as a resource tool to assist them in making their own decisions to buy, hold and sell certain ETFs and other securities;

WHEREAS, BD is a registered broker-dealer and FINRA member that is authorized to establish brokerage accounts for public customers for execution of their agency orders in securities;

WHEREAS, some FII subscribers seek to automate order entry of their trading decisions in connection with their usage of the Software;

WHEREAS, BD has on-line electronic order entry and automated execution capabilities through its clearing firm to accommodate FII subscribers who become BD customers following compliance vetting and opening an account at BD;

NOW, THEREFORE, the parties hereto agree as follows:

For FII subscribers who become BD customers and desire to automatically enter orders based upon Software generated signals, the parties have determined to establish an interface between the Software and the BD’s order entry and intake system[s] to accommodate such order entry (the “Interface”). The parties agree, as do the customers through a separate customer agreement, that the use of the software interface is the Subscriber’s own decision, no recommendation is made by the BD and as such, the BD does not undertake any suitability or best interest obligations with respect to the customers use of the software. This Agreement sets forth the respective responsibilities of the parties and provides for mutual “Disclaimers” and “Exculpatory Provisions” with respect to the functions and usages of each of the party’s technologies, systems, and software to establish and maintain the Interface as follows:

DISCLAIMERS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, EACH PARTY'S SOFTWARE, SYSTEMS, EQUIPMENT, MANUALS, MATERIALS, INFORMATION AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE, SYSTEMS, EQUIPMENT, MANUALS, MATERIALS, INFORMATION AND SERVICES IS WITH THE OTHER PARTY. THERE IS NO REPRESENTATION OR SUGGESTION THAT THE SOFTWARE, SYSTEMS, EQUIPMENT, MANUALS, MATERIALS, INFORMATION AND SERVICES WILL MEET THE OTHER PARTY'S REQUIREMENTS, BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

EXCULPATORY PROVISIONS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS, DAMAGES, CLAIM OR EXPENSE ARISING FROM THE USE OR ENJOYMENT OF THE OTHER PARTY'S SOFTWARE AND/OR SYSTEMS OR OCCASIONED BY ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF OR FROM THE COLLECTION, COMPUTATION, COMPILATION, MAINTENANCE, REPORTING OR DISSEMINATION OF ANY INFORMATION DERIVED FROM SUCH SOFTWARE AND/OR SYSTEMS, RESULTING EITHER FROM ANY ACT OR OMISSION BY THE PARTY PROVIDING ITS SOFTWARE AND/OR SYSTEMS, OR FROM ANY ACT, CONDITION OR CAUSE BEYOND THE REASONABLE CONTROL OF SUCH PARTY, INCLUDING, BUT NOT LIMITED TO COVID-19 PANDEMIC, FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE OR OTHER ACTS OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS OR POWER FAILURE, OR EQUIPMENT OR SOFTWARE MALFUNCTION. IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY, OR ANY PART THEREOF, SHOULD BE DEEMED INVALID OR INEFFECTIVE, THE CUMULATIVE LIABILITY OF THE PARTY PROVIDING THE SOFTWARE AND/OR SYSTEMS AND THEIR RESPECTIVE AFFILIATES SHALL NOT EXCEED THE ACTUAL AMOUNT OF LOSS OR DAMAGE, OR THE SUM OF TOTAL INTERFACE COST SHARING PAID OR RECEIVED BY EITHER PARTY, WHICHEVER IS LESS.

Proprietary Rights. Each party acknowledges that the software and systems of the other represent valuable software and systems, and the party gaining benefit and use of the other's software and systems agrees to refrain from: (i) any use of the other's software and systems in any manner not described herein; (ii) attempting to decompile, disassemble or reverse engineer any code relating thereto; and (iii) making any commercial use of the software and systems except as contemplated by the Agreement. A party shall have no right or interest in or to the other's software and systems except for the rights granted herein.

Software and systems enhancements. The parties agree to provide reasonable feedback to each other including but not limited to the operation of the Interface, including, bug reports and test results. Each party will use reasonable efforts to review and comment on all documentation supplied. Each party retains the right to modify or otherwise implement changes to its own software and systems, but shall endeavor to provide reasonable prior notice to the other if material changes are being made.

FII representations. FII is a technology company and software provider of the Software and is the sole owner of the source code of the Software. FII is not registered as an investment advisor or broker-dealer federally or with any state.

BD representations and responsibilities. BD is a registered broker-dealer under Section 15 of the Securities Exchange Act of 1934, member in good standing of FINRA, and registered in all states in which it is doing business and has customers as required by specific blue-sky laws and regulations. BD will be responsible for opening customer accounts for any FII subscriber who wishes to engage in automated order entry via the Interface. BD shall be responsible for customer CIP and AML review consistent with BD's Written Supervisory Procedures before permitting an FII to becoming a customer of BD. Should any BD customer, including those who are FII subscribers, have a dispute with BD, such dispute shall be resolved through FINRA arbitration and in accordance with FINRA customer arbitration rules. BD, at its sole discretion, has the right to suspend order entry through the Interface.

Confidentiality. The parties acknowledge the confidentiality of the Agreement and the substance thereof. Accordingly, no publication of the terms and provisions of the Agreement shall be permitted without the express written consent of the other party except as required by subpoena or as requested by a governmental agency or self-regulatory body. The parties further acknowledge that a party and its respective employees and agents may, in the course of performing responsibilities under the Agreement, be exposed to or acquire information which is proprietary to or confidential to the other party. Any information of any form obtained by the first party or its employees and agents in the performance of the Agreement including, but not limited to, any trade secrets, processes, proprietary data, order data, trade data and information or documentation related to any of the foregoing shall be deemed to be confidential and proprietary information. The parties agree to hold such information in strict confidence and not to disclose such information to third parties or use such information for any purpose whatsoever other than as necessary to effectuate the terms of the Agreement, and to advise each of their respective employees and agents who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential. Confidential information shall not include information which is: (i) in or becomes part of the public domain through a breach of this confidentiality provision, (ii) demonstrably known to a party previously without an obligation of confidentiality, (iii) independently developed by a party outside of the Agreement without use of or reference to the other party's confidential information, or (iv) rightfully obtained by a party from third parties without an obligation of confidentiality. In the event a party is required to disclose confidential

information of the other party pursuant to applicable law or regulation, or pursuant to a subpoena by any court or regulatory, self-regulatory or legislative body of competent jurisdiction, or in connection with any regulatory audit, inquiry or other request for information to which a party or any representative of such party is subject, a party may make the required disclosure without penalty, provided that, to the extent permissible, such party provides the other party with prompt advance notice of such requirement so that the latter may seek a protective order or other appropriate remedy or limitation with respect to such disclosure.

In connection with the Interface of FII to the BD, FII agrees to cause all email communications directed to its customer support to be routed to and monitored by the BD to comply with relevant regulations.

Term and Termination of Agreement. The Agreement shall be effective as of the Effective Date and may be terminated by either party with 30 days advance written notice to the other party. The right of BD, at its sole discretion, to suspend order entry through the Interface can be enacted at any time without termination of the Agreement.

Amendment, Waiver. The Agreement may not be amended, or any provision hereof waived in whole or in part except by a writing signed by authorized representatives of both parties hereto.

Assignment. Neither party may assign its rights or delegate its duties under the Agreement, in whole or in part, without the prior written consent of the other party. Any attempted assignment or delegation without such consent will be void. The Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

Relationship of Parties. FII and BD are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither FII nor BD will have the power to bind the other or incur obligations on the other outside of the terms and conditions of this Agreement.

Governing Law. The Agreement shall be governed by and construed in accordance with the internal laws of Arizona, excluding its choice of the law doctrine.

Arbitration. The parties agree that in the event of any material dispute with respect to the Agreement or their respective obligations hereunder or the breach, termination or invalidity thereof (collectively the "Issue") and after good faith effort by both parties to resolve such Issue, the Issue shall be resolved by American Arbitration Association ("AAA") arbitration in the AAA region of the party that does not initiate arbitration in accordance with the then current commercial rules of AAA governing such arbitration proceedings. Any award rendered by the arbitrators shall be final and judgment may be entered upon it in any court of competent jurisdiction. The prevailing party shall, in addition to any other relief or award, be entitled to recover its attorneys' fees and forum costs.

Severability and Counterparts. If any term or condition hereto is found by AAA arbitrator[s], court or administrative agency to be unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by the law. The Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed as of the date first above written.

FLIP INVESTOR, INC.

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By: Thomas Woolston, its General Counsel/CEO

OPTIONALITY SECURITIES, LLC

DocuSigned by:

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By: Harry Gobora, Chief Operating Officer