Model Provider Agreement (Master Traders & Algo Contributors)

AI Trade Flow — Advanced Education and Trading

Effective Date: [DATE] · Last Updated: [DATE]

1. Purpose and Parties

This Agreement is between AI Trade Flow LLC (the "Platform") and the undersigned member (the "Provider") whose trading activity or automated strategy is published on the Platform as a followable Trading Model — as a "Master Trader" or as a contributor to an "AI Algo." It defines what being a Trading Model does and does not involve, the standards Providers agree to, the protections Providers receive, and how the relationship ends. It works together with the Terms of Service, the Copy Trading & Signal Automation Agreement (the follower-facing terms), and the Conflicts of Interest Policy.

2. Independent Status

The Provider is an independent member of the Platform — not an employee, agent, partner, joint venturer, adviser, or representative of AI Trade Flow, and not an investment adviser, commodity trading advisor, broker, or fiduciary to any follower. Nothing in this Agreement authorizes the Provider to speak for the Platform, to manage any other member's account, or to hold themselves out in any of those capacities.

3. What Being a Trading Model Involves

The Provider trades exclusively their **own account, with their own funds, at their own risk, for their own purposes**. The Platform's software observes that verified activity through the Provider's API connection and replicates resulting Signals in the accounts of members who have independently elected to follow the model, within each follower's own settings. The Provider consents to the Platform computing statistics from the Provider's verified API data and publishing them, together with the Provider's strategy description, rating, and profile presentation.

4. What Being a Trading Model Does Not Involve

The Provider never: gains access to any follower's account, funds, API keys, or personal information; places, directs, or approves trades in anyone else's account; provides individualized advice, recommendations, or suitability assessments to any member; solicits, custodies, or pools anyone's funds; or communicates trade instructions to followers outside the Platform's replication system. The Platform — not the Provider — operates the replication software, and followers' results are produced by their own elections and settings.

5. Provider Protections

Follower release. The Platform's follower-facing terms provide that followers elect to follow at their own judgment and risk, that published histories are provided for the follower's own evaluation and predict nothing, and that followers release Providers from — and covenant not to sue them over — claims based on the good-faith trading of the Provider's own account and the Platform's replication of it. The Platform will maintain substantially equivalent protections in its follower terms for so long as the Provider is followable.

No liability for follower losses. As between the Provider and the Platform, the Provider bears no responsibility for follower trading outcomes, replication divergence, software behavior, exchange failures, or follower settings. The Platform will indemnify and defend the Provider against third-party follower claims arising from the replication software's malfunction or from Platform statements the Provider did not make — provided the Provider complied with this Agreement.

Pseudonymity. Providers may be published under a Platform pseudonym (e.g., "Master Trader 1") with a non-identifying profile image. The Platform will not disclose a pseudonymous Provider's identity except as required by law or with the Provider's consent, consistent with the Privacy Policy.

Statistics integrity. Published statistics are computed mechanically from verified API data. The Platform will not fabricate, inflate, or selectively curate a Provider's record, and the Provider may review the computation methodology and dispute errors through the Withdrawals & Complaints Policy process.

Own-account freedom. Except for the conduct standards below, nothing in this Agreement restricts how the Provider trades their own account, and the Provider keeps all results of their own trading.

6. Provider Conduct Standards

As a condition of remaining followable, the Provider agrees to: maintain a strategy description that matches actual trading behavior, and update it before materially changing approach; never promise, project, or imply profits to any member, publicly or privately; never operate multiple or coordinated accounts to manipulate statistics or rankings; never engage in wash trading, front-running of the Platform's replication flow, pump-and-dump activity, or any market manipulation; never trade ahead of strategy-room plans on the basis of non-public member intentions (per the Conflicts of Interest Policy); comply with the marketing rules of the Independent Marketers Disclosure in any promotion; and maintain KYC verification and sanctions-screening eligibility in good standing under the AML/KYC Policy. The Provider's protections in Section 5 do not extend to fraud, intentional misconduct, or violations of this Section.

7. Strategy Intellectual Property

The Provider retains all intellectual property in their trading strategy and methods. The Provider grants the Platform a non-exclusive license, for the Term of this Agreement (Section 8A), to observe the Provider's verified activity, generate and transmit Signals derived from it, replicate those Signals for followers, and publish derived statistics and profile materials. The Platform retains all intellectual property in its software, replication systems, statistics computations, and presentation. Neither party acquires the other's underlying property.

8. Compensation

Provider compensation, where offered, is set out in a separate schedule or the plan documents, is paid by the Platform from program revenue as consideration for the license in Section 7, and is never deducted from any follower's account, never calculated as a share of any individual follower's profits or assets, and never dependent on the identity or number of any particular follower's trades. Compensation is never contingent on recruiting and is subject to forfeiture or clawback for violations of Section 6. Providers are independent contractors responsible for their own taxes; the Platform will issue required information returns (e.g., Form 1099) where applicable.

8A. Term, Exclusivity, and Departure

The Term of this Agreement, any renewal, any exclusivity, and the notice the Provider must give before withdrawing as a followable Trading Model are set out in the Provider's individual schedule or agreement, and the Provider may end their participation in accordance with those terms. Absent such terms, either party may terminate on thirty (30) days' written notice. On expiration or termination, the Section 7 license ends prospectively, new Signals from the Provider's model cease, and positions already open in followers' accounts are governed by the follower-facing terms. Nothing in this Agreement or any schedule obligates the Provider to trade at all, to trade in any particular manner or volume, or to achieve any result — the Provider's commitments are the license, the conduct standards, and the agreed term and notice, never trading activity itself. The Platform's rights under Section 9 are unaffected by any Term.

9. Suspension and Removal

The Platform may pause, delist, or permanently remove any Trading Model at any time — for breach, elevated risk behavior, statistical anomalies pending review, regulatory necessity, or any other reason — with notice to the Provider where practicable. The Provider may withdraw from being followable at any time with notice through the member portal. In either case, replication of new Signals stops; followers' open positions are governed by the follower-facing terms and remain followers' own responsibility. Sections 2, 4, 5 (as to prior periods), 7 (as to accrued materials), 8, 10, and 11 survive termination.

10. Confidentiality

Each party will keep confidential the non-public information of the other obtained under this Agreement — including, for the Provider, member data and strategy-room plans, and for the Platform, the Provider's identity (per Section 5) and unpublished strategy details — except as required by law.

11. General

This Agreement is governed by the same governing-law, dispute-resolution, arbitration, and limitation-of-liability provisions as the Terms of Service, applied between the Platform and the Provider. Together with the Provider's individual schedule or agreement — which controls as to term, renewal, notice, exclusivity, and compensation — it is the entire agreement on its subject, may be amended by the Platform on notice with continued participation constituting acceptance, and may not be assigned by the Provider.

12. Acknowledgment

By accepting Trading Model status in the member portal, the Provider confirms they have read and accepted this Agreement, that they trade only their own funds in their own account, that they will make no promises of results to anyone, and that their role is limited to being a transparent, verified example that other members may — entirely at their own election and risk — choose to follow.

This document is a template prepared for AI Trade Flow and must be reviewed by qualified legal counsel before publication or use.