

Dashiell Club Committee Quarterly Stock Commission Service Agreement and Indemnification Agreement

This Subscription Agreement ("Agreement") is entered into as of June 1st, 2025, by and between:

_____, a NY State, _____ [Entity Type] with its principal place of business at _____ ("Company"), and
[First] [Last], from [Address] ("Subscriber").

1. Subscription Services:

- 1.1. Company agrees to provide Subscriber with access to the following subscription services ("Services"): [Detailed Description of Services] and Access to Institutional Trading Platform.
- 1.2. The Services include: [List of specific features, content, or access included in the subscription] (Investment Plan and Strategies, and Support)
- 1.3. First month 30 days free trial period.
- 1.4. Starting the second month, earn 200% or more per quarter with commissions paid.
- 1.5. Losses are reimbursed 60%-80% of the amount lost by the user each quarter.

(Quarters are calculated as 3 months and commissions will be included in Citigroup's Q1-Q4 financial results)

2. Subscription Term and Renewal:

- 2.1. The initial subscription term shall commence on June 1st, 2025 and continue for a quarter, repeating every 3 months thereafter ("Initial Term") until Canceled
- 2.2. This Agreement shall run quarter to quarter and be canceled at will by either party upon 7 days notice
- 2.3. Company reserves the right to modify subscription terms and pricing, with 14 days' notice to Subscriber.

3. Subscription Fees and Payment:

- 3.1. Subscriber shall pay Company the commission fee of **15%** of the calculated gain, approved by Dashiell Ryder above 200% quarterly.
- 3.2. The commission for **\$3000** gain or less will be waived.
- 3.3. There will be no commission fee payments if the total gain for the quarter was below 200%.
- 3.4. Payment shall be made following a detailed tax invoice issued by the service provider and be paid via credit card, or bank wire within 10 days from the issuance of the invoice.
- 3.5. Losses should be reimbursed to the subscriber within 10 days from the invoice.
- 3.6. All fees are non-refundable, except as expressly stated in this Agreement.
- 3.7. Any price increases will be communicated to the subscriber within 14 days, prior to the start of the following billing quarter with the increased price.

4. Subscriber Obligations:

- 4.1. Subscriber shall use the Services only for lawful purposes.

- 4.2. Subscriber shall not share login credentials or access to the Services with unauthorized individuals.
- 4.3. Subscriber is responsible for maintaining the confidentiality of their account information.
- 4.4. Subscriber agrees to comply with all applicable laws and regulations.
- 4.5. Subscriber agrees to not reverse engineer, or attempt to break down the services provided.

5. Company Obligations:

- 5.1. Company shall provide the Services in a professional and timely manner.
- 5.2. Company shall make reasonable efforts to maintain the availability of the Services.
- 5.3. Company shall provide reasonable technical support to Subscriber.
- 5.4. Company will protect subscriber data in accordance with its privacy policy.

6. Intellectual Property:

- 6.1. Company retains all rights, title, and interest in and to the Services, including all intellectual property rights.
- 6.2. Subscriber is granted a non-exclusive, non-transferable license to use the Services during the subscription term.

7. Termination:

- 7.1. Either party may terminate this Agreement with written notice, immediately.
- 7.2. Company may terminate this Agreement immediately for Subscriber's violation of Section 4.
- 7.3. Upon termination, Subscriber's access to the Services shall cease.

8. Limitation of Liability:

- 8.1. Company shall not be liable for any indirect, incidental, consequential, or punitive damages.
- 8.2. Company's total liability shall not exceed the amount paid by Subscriber for the Services in the previous 2 subscription quarters.

9. Indemnification:

- 9.1. Subscriber shall indemnify and hold Company harmless from any claims arising out of Subscriber's use of the Services.

10. Entire Agreement:

- 10.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

11. Severability:

- 11.1. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.¹

12. Waiver:

12.1. The waiver of any provision of this Agreement shall not be deemed a waiver of any other provision.

13. Force Majeure:

13.1. Neither party shall be liable for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control.

14. Governing Law and Dispute Resolution:

14.1. This Agreement shall be governed by the laws of the State of New York.

14.2. Any disputes shall be resolved through mediation.

Signatures:

Citi Securities. (Dashiell's Club.)

By: Dashiell Ryder

Title: _____ Indemnity Agreement

Date: June 1st, 2025

Signature: _____

[First] [Last]

Signature: _____

Date: June 1st, 2025

My Important Considerations:

- ~~Privacy Policy: Ensure you have a clear and comprehensive privacy policy that addresses data collection, use, and protection.~~
- ~~Terms of Service: Many companies also include a broader Terms of Service document that covers general use of their website and services.~~
- ~~Cancellation Policy: Clearly define the subscriber's rights regarding cancellation and refunds.~~
- ~~Jurisdiction: Carefully consider which jurisdiction's laws will govern the agreement.~~
- ~~Changes to the Agreement: Include a clause outlining how changes to the agreement will be communicated to subscribers.~~