

PROPRIETARY TRADING ACCOUNTS – TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. This Proprietary Trading Agreement (the “**Agreement**”) is entered by and between the Client (hereinafter referred to as “**the Client**” and/or “**you**” and/or “**the Trader**”) on the other part; and JFD Overseas Ltd (the “**Company**” or “**us**” or “**we**” or “**Provider**”) an International Company authorized and regulated by the Vanuatu Financial Services Commission (“**VFSC**”) under License Number 17933.
- 1.2. The Agreement terms (the “**Terms**”) contain the terms and conditions relating to, among other, your opening and use of Prop Trading Account (the “**Account**”), and the services the Company will provide in respect of the Prop Trading Account you open. A prop trading account is a proprietary trading account that invests its own capital in financial markets. The prop trading account may from time to time, allocate portions of its capital to be traded by you on terms contained herein or as posted with a feeder programs that evaluates traders who demonstrate sufficient skill and risk management.

2. RISK DISCLOSURE

- 2.1. Before opening an Account with us, please carefully read this risk disclosure clause. Prop trading involves using the firm's capital to trade financial instruments, rather than executing trades on behalf of clients. This activity is highly speculative and carries a significant degree of risk. It is essential to fully understand these risks before proceeding with opening an Account.
- 2.2. Risks Associated with Prop Trading:
 - (a) **Market Risk:** Prop trading entails taking positions in financial markets, where the value of these positions can be affected by market conditions.
 - (b) **Liquidity Risk:** Some financial instruments may be challenging to sell, especially during periods of market stress. This can hinder the ability to exit a position at a favorable price, potentially leading to losses.
- 2.3. By opening an Account with us, you acknowledge that you have read and understood the associated risks. You confirm that you are willing and able to accept these risks and are not relying on any advice or recommendations from us in making your decision.
- 2.4. You agree to assume all risks related to prop trading and to hold us harmless from any losses, damages, or expenses arising from your participation in prop trading activities. You acknowledge your sole responsibility for monitoring your prop trading account and making any necessary adjustments to your trading strategies.
- 2.5. If you have any questions or concerns about the risks involved in prop trading, please contact us before opening an account.
- 2.6. By proceeding to open an Account with us, you agree to the terms outlined herein and all applicable Company Term.

3. DEFINITIONS

- 3.1. In these Terms, unless inconsistent with, or otherwise indicated by the context:

“**Account**” means the Prop Trading Account;

"Applicable Laws" means in relation to a person, includes all and any: statutes and subordinate legislation and common law; regulations; ordinances and by laws; circulars, codes of practice, directives, guidance notices, judgments and decisions of any competent authority or any governmental, intergovernmental or supranational agency, body, department or regulatory, self-regulatory or other authority or organization; or other similar provisions, from time to time, compliance with which is mandatory for that person;

"Commencement Date" means the Signature Date;

"Confidential Information" means all information or data of either Party, whether disclosed electronically, orally or in writing and includes, without limitation, any information relating to the either Party's business, business policies, business plans, pricing models, know-how, trade secrets, methods, specifications, drawings, designs, sketches, models, products, samples, clients (both existing and potential), suppliers, agents, technology, systems, demonstrations, processes and machinery and any other related material and documentation;

"Proprietary Trading Account" or 'Prop Trading Account" or "Prop Trading" means our product, being a funded trading account, which will be opened under your main Account and which account will operate as follows, with your consent provided by acceptance of these Terms. If any of the above conditions are breached during your trading under Prop Trading Account, then the equity of the Prop Trading Account will reset to zero. To continue your trading under the Prop Trading Account, a new deposit of the relevant Prop Trading Account price will need to be made.

"Bi Weekly Profit Split" means that whatever amount of profit you generate, at the end of each week, the profit shall be split by 80/20 and the Company will pay you out.

"Equity Max drawdown" means the maximum percentage that the equity can drop in the funded account.

"Daily Balance Max Drawdown" means the maximum percentage of the balance that can drop in a day.

"Zero % Commission" means that there will be no charging of fees for executing the trades under the Prop Trading Account.

"Price" means the fees to be paid to open a Prop Trading Account.

"Parties" means us and you and includes, where the context requires, our Staff;

"Services" means, in respect of the Prop Trading Account the provision of:

- i. the Services (as defined in the Terms and Conditions of Use); and
- ii. any other services as agreed to between the Parties, in relation to the Prop Trading Account;

"Signature Date" means the date on which these Terms are signed by you, by your checking the relevant tick-box on the Site, subject, if applicable in our discretion, to our confirmation of the approval of your opening of the Prop Trading Account, which approval constitutes our offer of the Prop Trading Account to you, in accordance with the provisions of these Terms.

"System" has the meaning ascribed thereto in the Terms and Conditions of Use and includes the Company Online Trading System;

4. DURATION AND AGREEMENT

- 4.1. These Terms shall commence on the Commencement Date and shall, subject to the Parties' rights of termination in terms hereof, be of force and effect for the duration that your Prop Trading Account remains open.
- 4.2. We may, in our sole discretion, amend any provisions of these Terms at any time ("amended Terms"), and you agree herewith that any amendments to these Terms will be deemed to be effective and binding on you on the date that such amended Terms are published on our Site, and should you not agree with or accept the amended Terms, then you must not utilise, trade or authorize make use of your Prop Trading Account or engage with us for the provision of any Services, as such actions after the date that such amended Terms are published on our Site, will be deemed to be your acceptance of and agreement to such amended Terms.
- 4.3. **For the avoidance of doubt, it remains your sole responsibility to visit our Site regularly to ascertain if any provisions of these Terms have been amended and published thereon.**

5. INTRODUCTORY PROVISIONS

- 5.1. The services are designed exclusively for individuals aged 18 and above who reside in countries where the services are offered. By signing up on the website, you confirm that you are at least 18 years old. If you are under 18, you are not permitted to use the services. You agree to access the services only from countries where they are available. You recognize that some countries may have legal restrictions or prohibitions on the use of these services, and you commit to using the services only in compliance with applicable laws.
- 5.2. The Provider shall not offer Services to Clients who: (i) are nationals of or reside in Restricted Jurisdictions; (ii) are established, incorporated, or have a registered office in Restricted Jurisdictions; (iii) are subject to relevant international sanctions; or (iv) have a criminal record related to financial crime or terrorism. The Provider reserves the right to refuse, limit, or terminate the provision of any Services to such Clients, who are also prohibited from using the Services, including access to the Client Section and/or Trading Platform.
- 5.3. None of the services provided to you by the Provider can be considered investment services in accordance with applicable laws. The Provider does not give or provide to you any guidance, instructions, or information about how or in which manner you should perform transactions when using the services or otherwise, or any other similar information about the investment tools traded, nor does the provider accept any such guidance, instructions, or information from you. None of the services constitute investment advice or recommendations. No employees, staff, or representatives of the Provider are authorized to provide investment advice or recommendations. Should any information or statement of any employee, staff, or representatives of the Provider be interpreted as investment advice or recommendations, the Provider explicitly disclaims that the same is investment advice or recommendations and shall not be responsible for them.
- 5.4. Your personal data is processed in accordance with the [Privacy Policy](#).

6. SERVICES

- 6.1. You can order the Services through the Website by completing the appropriate registration or order form. Upon creation of the Account, you will receive an email (the "Welcome Email") setting forth the following details:
- Account Login Credentials
 - Allocated Capital
 - Risk Management and Program Rules
 - Trader Portal Credentials
 - Performance Splits
- 6.2. You are responsible for monitoring your account to ensure correct trade execution and prevent unauthorized trading. Do not share account control or credentials. Report any unauthorized use or loss of credentials immediately. The capital in your Funded Account is notional, meaning the actual funds may differ from the nominal account size. In particular, the same conditions and rules applicable to a soft breach, hard breach, Daily Loss Limit, Max Trailing Drawdown, stop loss and position limits apply.
- 6.3. To maintain your status as a Prop Account authorized Trader, you must always follow the Risk Management and Program Rules, which are essential to this Agreement. It is your duty to read and understand these rules and address any questions before trading. By placing trades, you agree to these rules. Any violations or specified actions will result in account closure and termination as an authorized trader. Changes to these rules will be communicated via email or your trader dashboard.
- 6.4. Additionally, the following actions may also result in the immediate closing of your account:
- i. Exploiting errors or latency in the pricing and/or platform(s) provided by the Broker;
 - ii. Utilizing non-public and/or insider information;
 - iii. Front running of trades placed elsewhere;
 - iv. Trading in any way that jeopardizes the relationship the Company has with a broker or may result in the cancelling of trades;
 - v. Trading in any way that creates regulatory issues for the Broker;
 - vi. Utilizing any third-party strategy, off-the-shelf strategy or one marketed to pass assessment accounts;
 - vii. Utilizing one strategy to pass an assessment and then utilizing a different strategy in a funded account, as determined by the Company in cooperation with Prop Account, LLC in their discretion;
 - viii. Holding a Single Share Equity CFD position into an earnings release pertaining to that underlying equity. To avoid being in breach of this rule, you must close all such Single Share Equity CFD positions by 3:50 pm Eastern Time on the day of the release, if an aftermarket release, or on the preceding day, if a before market open release. Violation of this rule will constitute an immediate, hard breach of your account and any gain or loss on said position will be removed from any calculations;
 - ix. Attempting to arbitrage your account with another account with the Company or any third-party company, as determined by the Company in its sole and absolute discretion.
- 6.5. The Services include, among other things, the Free Trial, JFD Challenge, and Verification products; these products may differ in the scope of the Services provided. With the Free Trial, you may use some of the Services within a limited scope and for a limited period

free of charge. Completing the Free Trial does not entitle you to access any other Services.

- 6.6. You must provide accurate, complete, and up-to-date information in the registration or order form and the Client Section. Notify us immediately of any changes. As a client, you are responsible for the accuracy of your data; the provider is not required to verify it. If you provide identification or tax registration numbers, you will be considered a trader, and consumer protection laws will not apply.
- 6.7. The fee for the JFD Challenge varies according to the option selected and depends on the amount of the initial capital, the degree of the acceptable risk, the parameters that must be fulfilled so that the conditions of the JFD Challenge and the subsequent Verification are met, and possibly other configurations. More detailed information on individual options and fees for those options are provided on our Website here. The final fee will be determined based on the option you select when completing the form for ordering the JFD Challenge. The Provider reserves the right to also provide the Services under individually agreed conditions. All individually agreed conditions shall be determined by the Provider at its own discretion. Individual discounts and other benefits may not be combined, unless expressly stipulated otherwise by the Provider.
- 6.8. The fee is paid for allowing you to access the JFD Challenge, or the Services provided under the JFD Challenge. The Client is not entitled to a refund of the fee, for example, if the Client cancels the Client's Client Section or requests the cancellation by e-mail, if the Client terminates the use of the Services or the contract (for example, fails to complete the JFD Challenge or the Verification), fails to meet the conditions of the JFD Challenge or the Verification, or violates this Agreement.
- 6.9. Your choice of the option of the JFD Challenge that you select when making an order shall also apply to the subsequent Verification. You will start the subsequent Verification and, possibly, other products related thereto, with the parameters and the same currency that correspond to the option of the JFD Challenge selected by you. Once you make a selection, it is not possible to change it.
- 6.10. The Provider reserves the right to unilaterally change the fees and parameters of the Services at any time, including the parameters for their successful completion. The change does not affect the Services purchased before the change is notified.
- 6.11. Any data entered in the order form can be checked, corrected, and amended until the binding order of the Services. The order of the Services of your choice is made by submitting the order form. The Provider will immediately confirm the receipt of your order to your e-mail address. In the case of the Free Trial, the order is completed upon the delivery of the confirmation to your e-mail address, whereby the contract is executed. In the case of the JFD Challenge, the order is completed upon the payment of the fee for the selected option, whereby the contract between you and the Provider is executed, the subject of which is the provision of the JFD Challenge and, if the conditions of the JFD Challenge are met, the Verification. The contract is concluded in English. We archive the contract in electronic form and do not allow access to it.
- 6.12. It is acknowledged and agreed that JFD Services Ltd with registered address at Kakos Premier Tower, Kyrillou Loukareos 70, 4156 Limassol, Cyprus and registration number HE 383615 shall be acting as paying agent for and on behalf of the Company (the **"Paying Agent"**).

7. RULES OF DEMO TRADING

- 7.1. These constitute forbidden trading strategies or practices. You also agree to follow good market standard rules and practices for trading on financial markets (e.g., risk management rules). Restrictions may also be imposed by the trading conditions of the Trading Platform that you have selected for trading.
- 7.2. You acknowledge that the Provider has access to information about the demo trades that you perform on the Trading Platform. You grant the Provider your consent to share this information with persons/entities who are in a group with the Provider or who are otherwise affiliated with the Provider, and you grant the Provider and these persons/entities your consent and authorization to handle this information at their own will. You agree that these activities may be performed automatically without any further consent, consultation, or approval on your part being necessary, and that you are not entitled to any remuneration or revenue associated with the use of the data by the Provider. The Provider is aware that you do not provide the Provider with any investment advice or recommendations through your demo trading. You acknowledge that you may suspend your demo trading on the Trading Platform at any time.
- 7.3. The Provider bears no responsibility for the information displayed on the Trading Platform, nor for any interruption of, or delay or inaccuracy in the market information displayed through your Client Section.
- 7.4. As our client, you should understand and agree that all our Services are for client's personal use only, meaning that only you personally can access your JFD Challenge and Verification accounts and perform trades. For that reason, you should not, and you agree not to:
 - a) allow access to and trading on your JFD Challenge and Verification accounts by any third party nor you shall engage or cooperate with any third party in order to have such third party perform trades for you, whether such third party is a private person or a professional;
 - b) access any third-party JFD Challenge and Verification accounts, trade on behalf of any third party or perform any account management or similar services, where you agree to trade, operate or manage the JFD Challenge and Verification accounts on behalf of another user, all whether performed as a professional or otherwise.
- 7.5. Please note that if you act or behave in contradiction with the aforesaid, we will consider such action/behavior as a Forbidden Trading Practice under with respective consequences as perceived under this Agreement.
- 7.6. If the client engages in any Forbidden Trading Practices:
 - i. The Provider may consider it a failure to meet the conditions of the JFD Challenge or Verification.
 - ii. The Provider may remove violating transactions from the client's trading history or exclude their results from demo trading profits and losses.
 - iii. The Provider may immediately cancel all Services and terminate the contract.
 - iv. The Provider may reduce the offered leverage on products on any or all client accounts.
- 7.7. If Forbidden Trading Practices are executed on multiple accounts or combined across different accounts, the Provider can cancel all services and terminate all related contracts. This includes JFD Challenge, Verification, and JFD Trader accounts. Repeated engagement in these practices, after being notified by the Provider, may result in the

client being prevented from accessing any Services without any compensation. The Provider disclaims responsibility for any trading activities performed by the Client outside the relationship with the Provider, even if using the same Trading Platform as for demo trading. Additionally, trading on financial markets is unpredictable and may lead to significant financial losses, and past demo trading performance does not guarantee future results.

8. PERFORMANCE SPLITS & WITHDRAWALS

- 8.1. As an authorized trader, the Company agrees to pay you the percentage of gains generated in the Account, as set forth in the Welcome Email. Withdrawal requests will be processed on demand, but can be requested no more than once every 30 days. Withdrawals will be paid out via the available payment options at the time of the withdrawal request, which may change from time to time. Upon processing a withdrawal request, the Company shall also withdraw its share of the gains in the Account.

For example, let's assume the following:

- Beginning account balance - \$100,000
- Performance split 75%/25% in favor of you.
- Account equity one month later is \$120,000

You request a withdrawal of \$10,000. \$10,000 of the gains in your Account will be withdrawn; representing your \$7,500 and the Company's \$2,500. The new Account Balance High Water Mark will be adjusted back to \$110,000 for purposes of adherence to Risk Management and Program Rules going forward. Please note that upon requesting a withdrawal, your maximum trailing drawdown equity breach level will automatically lock in at Your starting balance. Any gains in the Account above the highwater mark after a program rule is violated, will be distributed according to the established performance split.

9. TRANSMISSION OF ORDERS

- 9.1. The Company shall have no responsibility for delays in the transmission of orders due to disruption, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity arising other than as a direct result of the Company's gross negligence.

10. MARKET PRICING, EXECUTION, POSITION & TRADING LIMITS

- 10.1. The Company operates at an arm's length with the third party. All market pricing and trade executions are provided by the Broker and are not changed or modified by the Company. Additionally, the Company does not markup transaction costs established by the Broker through adjusting bid-offer spreads, markups/markdowns, commissions charges or swaps. For the purposes of managing risk and minimizing transaction costs, the Company may offset or negate market risk and act as the direct counterparty to certain trades initiated in the Account. Such trades are executed at prices provided by the Broker. This framework is intended to ensure you receive real market execution on your trades, while simultaneously the Company to manage risk dynamically by routing existing positions or future orders to third parties for execution as we deem appropriate. The Company believes that such real market execution and dynamic risk management would not be possible or cost-effective if trades were executed in simulated accounts. Regardless of whether the Company acts as counterparty to your trades, the gain or loss on your Funded Account is not calculated differently. However, when the Company acts as the counterparty to your trades, there is an inherent potential conflict of interest because your trades do not result in net gain or loss to Prop Account, as your trades would if the Company was not the direct counterparty. The Company reserves the right

to limit the number of open positions you may enter or maintain in the Funded Account at any time, and to revise in response to market conditions the drawdown levels at which trading in the Funded Account will be halted. The Company or the Broker reserve the right to refuse to accept any order.

11. TRADING HOURS

- 11.1. All references to the Company's hours of trading are in U.S. Eastern Time ("ET") using a 12-hour format. Access to the market is typically available from 5:00 PM ET on Sunday to 4:00 PM ET on Friday, but the Company reserves the right to suspend or modify its trading hours at any time and in such an event will inform clients in advance on a best-efforts basis of any changes in its operating hours. Trading hours by contract type may vary.

12. MODIFICATION OF TERMS

- 12.1. The Company reserves the right to modify the terms and conditions of this Agreement or the risk management and program rules at any time and effective upon notice to you. Continued use of the Account after such notice shall constitute your acceptance thereof.

13. INDEPENDENT CONTRACTOR

- 13.1. The Trader shall perform its duties and otherwise conduct its trading activity in the Account as an independent contractor and not as an employee or agent of the Company. Aside from adherence to the Risk Management and Program Rules, the Trader acknowledges that, nor any of its officers or employees is an officer, director or agent of the Company and that the Company is not, and will not be, responsible for any trading decisions made on behalf of the Trader and may not commit the Trader to any action. The Trader represents that the Company does not have the power either to control the Trader or to exercise any dominating influences over its activities. The parties hereto understand and acknowledge that this Agreement shall not create or imply any agency relationship among the parties, and the Trader will not commit the Company in any manner except when a commitment has been specifically authorized in writing by the Company.

14. INDEMNIFICATION

- 14.1. The Trader hereby agrees to indemnify, defend and hold the Company and its officers, directors, employees, corporate affiliates, white label partners and agents harmless from any loss, damage, liability, claim, cost, awards and expenses, including but not limited to reasonable attorneys' fees, arising out of the Trader's illegal and/or wrongful actions and/or any breach of Agreement. Without limiting the foregoing, this indemnity clause shall apply to all allegations of wrongdoing including allegations of illegal use of insider information and all transactions requiring corrective action. If the Company is informed of any pending action or possible loss against the Trader, the Company may set off any monies due to the Trader in amounts sufficient to cover any pending arbitration, litigation, complaints, unsecured debits and unpaid expenses in connections with the Trader's trading.

15. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 15.1. All copyright, trademark, trade secret and other intellectual property rights ("IP") in and related to the Company remain at all times the sole and exclusive property of the Company and/or its 3rd party service providers and Traders shall have no right or interest in the IP, except for the right to access and use the Account as specified herein. The Trader acknowledges that the IP is confidential and has been developed through the

expenditure of substantial skill, time, effort and money. The Trader will protect the confidentiality of the Company and/or its 3rd party service providers. Trader will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the IP. The Trader will not copy, modify, de-compile, reverse engineer, and make derivative works of the IP or in the manner in which it operates.

16. INTERRUPTION OF SERVICE

16.1. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, ANY TECHNOLOGY, BROKERAGE OR TRADING PLATFORM (THE "TRADING ENVIRONMENT") UTILIZED BY THE COMPANY, WHETHER DEVELOPED OR MAINTAINED BY IT OR A THIRD PARTY, IS PROVIDED "AS-IS" AND "WITH ALL FAULTS", AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, INCLUDING ITS AFFILIATES, SUBSIDIARIES, LICENSORS, SUBCONTRACTORS, DISTRIBUTORS, SERVICES PARTNERS, WHITE LABEL PARTNERS, AGENTS AND MARKETING PARTNERS AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, "RELATED PARTIES") DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE TRADING ENVIRONMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABILITY, NON-INFRINGEMENT AND ACCURACY AND NON-INTERFERENCE; (B) NEITHER THE COMPANY, NOR ANY RELATED PARTY WARRANTS THAT (I) THE TRADING ENVIRONMENT IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS, (II) THE TRADING ENVIRONMENT WILL MEET YOUR REQUIREMENTS, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE TRADING ENVIRONMENT WILL BE ACCURATE OR RELIABLE, (IV) ANY ERRORS IN THE TRADING ENVIRONMENT WILL BE CORRECTED; (C) YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (D) THE COMPANY AND RELATED PARTIES, JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE FORMS, DATA, REPORTS, RESULTS OR OTHER INFORMATION OBTAINED, GENERATED OR OTHERWISE RECEIVED BY YOU FROM ACCESSING AND/OR USING THE TRADING ENVIRONMENT OR OTHERWISE RELATING TO THIS AGREEMENT, AND (E) USE OF THE TRADING ENVIRONMENT IS ENTIRELY AT YOUR OWN RISK AND NEITHER THE COMPANY NOR ANY OF THE RELATED PARTIES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY THEREFROM.

17. LIMITATION OF LIABILITY

17.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF GAINS, LOST TIME OR GOOD WILL, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST YOU BY THIRD PARTIES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF THE COMPANY IN CONNECTION WITH THE TRADING

ENVIRONMENT AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF ANY GAINS GENERATED BY YOU IN THE ACCOUNT. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE TRADING ENVIRONMENT MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

18. FORCE MAJEURE

- 18.1. The Company shall not be liable to the Trader for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to the Company, Trader, any broker, trading platform or third-party service provider.

19. MISCELLANEOUS

- 19.1. This Agreement between the Company and the Trader constitutes the entire agreement and understanding of the parties hereto, and supersedes any and all previous agreements and understandings, whether oral or written, between the parties with respect to the matters set forth herein.
- 19.2. Any notice or communication permitted or required hereunder shall be in writing and shall be deemed sufficiently given if hand-delivered, sent postage prepaid by certified or registered mail, return receipt requested, or emailed to the respective parties as set forth below, or to such other address as either party may notify the other in writing.
- 19.3. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, legal representatives and assigns.
- 19.4. This Agreement may be executed in any number of counterparts, each of which together shall constitute one and the same original document.
- 19.5. This Agreement may be amended, modified or waived, at any time by the Company.
- 19.6. This Agreement shall be governed by and construed in accordance with the laws of Cyprus. The venue for any proceedings arising out of or relating to this Agreement shall be in Cyprus. The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs.
- 19.7. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.
- 19.8. All section or paragraph titles or captions in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.
- 19.9. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity may require.
- 19.10. If any provision of this Agreement, or the application of such provision, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons

or circumstances other than those as to which it is held invalid, shall not be affected thereby.

19.11. This Agreement may not be assigned by either party hereto without the written consent of the other but shall be binding upon the successors of the parties.

v.0.1
July 2024