

GENERAL TERMS AND CONDITIONS

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These VaultFunder General Terms and Conditions (the “GTC”) govern rights and obligations in connection with the use of services provided by Fintech Focused (Pty) Ltd (the “Services”), offered mainly through the www.vaultfunder.trade website (the “Website”).

Please read these GTC carefully. You are under no obligation to use the Services if you do not agree or understand any portion of these Terms, nor should you use the Services unless you understand and agree to these Terms.

1. INTRODUCTORY PROVISIONS

- 1.1 These GTC govern your (“you”, “your”, or the “Customer”) rights and obligations in connection with the use of the Services provided by VaultFunder, a product of Fintech Focused (Pty) Ltd, with company number: 2020/233367/07, an authorised financial services provider with FSP No: 51042 , with its registered office at 605 Touchstone House, 7 Bree Street, Cape Town, South Africa (“we”, “our”, or the “Provider”)
- 1.2 By registering on the Website or, where registration is not required, not later than by your first use of the Services, you are entering into a contract with the Provider, the subject of which is the provision of the Services of your choice. The GTC form an integral part of such a contract and, by executing the contract with the Provider, you express your agreement to these GTC.
- 1.3 The Services are only intended for persons over the age of 18 residing in the country for which the Services are available. By registering on the Website, you confirm that you are over 18 years of age. If you are under 18 years of age, you may not use the Services. You undertake to access the Services solely from one of the countries for which the Services are available. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to only access and use the Services in accordance with applicable laws.
- 1.4 The Provider shall not provide Services to Customer that:
- i. is of nationality or is residing in Restricted Jurisdictions;
 - ii. is established or incorporated, or has a registered office in Restricted Jurisdictions;
 - iii. is subject to the relevant international sanctions; or
 - iv. has a criminal record related to financial crime or terrorism. Restricted Jurisdictions means countries determined as such by the Provider and published here on the Website. The Provider reserves the right to refuse, restrict or terminate the provision of any Services to Customer as per this Clause 1.4. and such Customer is prohibited to use the Services, which also includes the use of the Client Section and/or Trading Platform.
- 1.5 The Services consist of the provision of tools for simulated foreign exchange trading on the FOREX market or simulated trading with other instruments on other financial markets, provision of analytical tools, training and educational materials, the access to the Client Section, and other ancillary services, in particular through the Client Section or by the provision of access to applications provided by the Provider or third parties.

Financial market information is used in the simulated trading; however, you acknowledge that any trading that you perform through the Services is not real. You also acknowledge that the funds provided to you for demo trading are fictitious and that you have no right to possess those fictitious funds beyond the scope of their use within the Services, and in particular that they may not be used for any actual trading and that you are not entitled to the payment of those funds. Unless expressly agreed otherwise, you will not be paid any remuneration or profits based on the results of your simulated trading, nor will you be required to pay any losses.

- 1.6 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.
- 1.7 Your personal data is processed in accordance with the Privacy Policy.
- 1.8 The meaning of the definitions, expressions, and abbreviations used in these GTC can be found in clause 18.

2. SERVICES AND THEIR ORDER

- 2.1 You can order the Services through the Website by completing the appropriate registration or order form. After registration, we will e-mail you the login details for the Client Section and/or Trading Platform and allow you to access them
- 2.2 The Services include, among other things, the VaultFunder Challenge, and Verification products; these products may differ in the scope of the Services provided (e.g., by analytical tools available to the Customer).
- 2.3 All data that you provide to us through the registration or order form, the Client Section, or otherwise must be complete, true, and up to date. You must immediately notify us of any change in your data or update the data in your Client Section. The Customer is responsible for all the provided data being

accurate and up to date; the Provider is not obligated to verify the data.

- 2.4 You acknowledge that if you provide an identification number, tax registration number or other similar information in the registration or order form or in the Client Section, or if you state that you are a legal entity, you will be considered as an entrepreneur (trader) for the purposes of these GTC and when using the Services, and the provisions of these GTC or the applicable law that grant rights to consumers will not apply to you.
- 2.5 The fee for the VaultFunder 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 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 VaultFunder 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.
- 2.6 The fee is paid for allowing you to access the VaultFunder Challenge, or the Services provided under the VaultFunder Challenge. The Customer is not entitled to a refund of the fee, for example, if the Customer cancels the Customer's Client Section or requests the cancellation by e-mail, if the Customer terminates the use of the Services prematurely (for example, fails to complete the Challenge or the Verification), fails to meet the conditions of the Challenge or the Verification, or violates these GTC.
- 2.7 If the Customer lodges an unjustifiable complaint regarding the paid fee or disputes the paid fee with the Customer's bank or payment service provider (e.g. through chargeback services, dispute services, or other similar services), on the basis of which an annulment, cancellation or refund of the fee or any part thereof is requested, the Provider is entitled, at its own discretion, to stop providing to the Customer any services and refuse any future provision of any services.
- 2.8 Your choice of the option of the VaultFunder 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 VaultFunder Challenge selected by you. Once you make a selection, it is not possible to change it. If you are ordering a new VaultFunder Challenge, the restrictions specified in this clause 2.8 shall not apply.
- 2.9 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.
- 2.10 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 a 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 VaultFunder 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 VaultFunder Challenge and, if the conditions of the VaultFunder 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.

- 2.11 You acknowledge that in order to use our Services, you must obtain the appropriate technical equipment and software, including third-party software (e.g., software for the use of the Trading Platform), at your own risk and expense. The Website is accessible from the most commonly used web browsers. The internet access, purchase of the equipment, and purchase of the web browser and its updates are at your own risk and expense. The Provider does not warrant or guarantee that the Services will be compatible with any specific equipment or software. The Provider does not charge any additional fees for the internet connection.
- 2.12 You acknowledge that the operators of trading platforms are persons or entities different from the Provider and that their own terms and conditions and privacy policies will apply when you use their services and products. Before sending an order form, you are obligated to read those terms and conditions and privacy policies.
- 2.13 If the Customer places an unusually large number of orders for the Services within an unreasonably short period of time, the Provider may notify the Customer through the Client Section as a protective precaution to mitigate potentially harmful behaviour of the Customer. If such unreasonable behaviour continuous after such notice, we reserve the right to suspend any further orders of the Services by the Customer. If we identify that the unusual behaviour as per this paragraph relates to the Customer's involvement in Forbidden Trading Practices, we may take respective actions as perceived in Section 5 of this GTC. The Provider reserves the right to determine, at its own discretion, the nature of the behaviour described above and reasonable boundaries for such determination.

3. PAYMENT TERMS

- 3.1 The amounts of fees for the VaultFunder Challenge options are in Rand. The fee can also be paid in other currencies that are listed on the Website. If you select any other currency than the Rand, the

amount of the fee for the selected option of the VaultFunder Challenge shall be converted by our rates and it will automatically display your payment total in your chosen currency, so you know how much you are paying before you confirm the order. The Customer acknowledges that if the payment is made in a currency other than the one the Customer has chosen on the Website, the amount will be converted according to the current exchange rates valid at the time of payment.

- 3.2 Service charges are inclusive of all taxes. If the Customer is an entrepreneur (trader), he is obliged to fulfil all his tax obligations in connection with the use of our Services in accordance with applicable law, and in the event of an obligation, he is obliged to pay tax or other fees properly.
- 3.3 You can pay the fee for the selected option of the VaultFunder Challenge by a payment card, via a bank transfer, or using other means of payment that the Provider currently offers on the Website.
- 3.4 In the event of payment by a payment card or via any other express payment method, the payment shall be made immediately. If you select a bank transfer for payment, we will subsequently send you a proforma invoice in electronic form with the amount of the fee for the option of the VaultFunder Challenge you have chosen on the Website. You undertake to pay the amount within the period specified in the proforma invoice. The fee is considered paid when its full amount is credited to the Provider's account. If you do not pay the amount on time, the Provider is entitled to cancel your order. Customer bears all fees charged to Customer by the selected payment service provider (according to the valid pricelist of the payment service provider) in connection with the transaction and the Customer is obliged to ensure that the respective fee for the selected VaultFunder Challenge is paid in full.

4. CLIENT SECTION AND TRADING PLATFORM

- 4.1 Only one Client Section is permitted per Customer and all of the Customer's Services must be maintained in the Client Section.
- 4.2 The total number of VaultFunder Challenges and Verifications per one Client Section may be limited depending on the total sum of the initial capital amounts of the products ordered by the Customer or on the basis of other parameters. Unless the Provider grants an exception to the Customer, the initial capital amounts may not be transferred between the individual products or mutually combined. You may also not transfer or combine your performance, Service parameters, data, or any other information between the products.
- 4.3 Access to the Client Section and Trading Platform is protected by login data, which the Customer may not make available or share with any third party. If the Customer has registered as a legal entity, the

Customer may allow the use of the Services through the Customer's Client Section to the authorized employees and representatives. The Customer is responsible for all activities that are performed through the Customer's Client Section or Trading Platform. The Provider bears no responsibility, and the Customer is not entitled to any compensation, for any misuse of the Client Section, Trading Platform, or any part of the Services, nor is the Provider responsible for any negative consequences thereof for the Customer, if such misuse occurs for any reasons on the part of the Customer.

- 4.4 The Customer acknowledges that the Services may not be available around the clock, particularly with respect to maintenance, upgrades, or any other reasons. In particular, the Provider bears no responsibility, and the Customer is not entitled to any compensation, for the unavailability of the Client Section or Trading Platform and for damage or loss of any data or other content that Customer uploads, transfers or saves through the Client Section or Trading Platform.
- 4.5 The Customer may at any time request the cancellation of the Client Section by sending an e-mail to support@vaultfunder.trade. Sending a request for the cancellation of the Client Section is considered as a request for termination of the contract by the Customer, with the Customer being no longer entitled to use the Services, including the Client Section and Trading Platform in so far it relates to the VaultFunder Challenge. The Provider will immediately confirm the receipt of the request to the Customer by e-mail, whereby the contractual relationship between the Customer and the Provider will be terminated. In such a case, the Customer is not entitled to any refund of the fees already paid or costs otherwise incurred.
- 4.6 The Customer acknowledges and consents to the Provider/company utilizing the Trading Platform of a third party Forex brokerage and any platform the client may be able to open positions on is not owned or operated by the company.

5. RULES OF DEMO TRADING

- 5.1 During the demo trading on the Trading Platform, you may perform any transactions, unless these constitute forbidden trading strategies or practices within the meaning of clause 5.4. 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.
- 5.2 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.

- 5.3 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.

5.4. FORBIDDEN TRADING PRACTICES.

5.4.1. During the demo trading, it is prohibited to:

- (a) Knowingly or unknowingly use trading strategies that exploit errors in the services such as errors in display of prices or delay in their update;
- (b) Perform trades using an external or slow data feed;
- (c) Perform, alone or in concert with any other persons, including between connected accounts, or accounts held with different VaultFunder entities, trades or combinations of trades the purpose of which is to manipulate trading, for example by simultaneously entering into opposite positions;
- (d) Perform trades in contradiction with the terms and conditions of the provider and the trading platform;
- (e) Use any software, artificial intelligence, ultra-high speed, or mass data entry which might manipulate, abuse, or give you an unfair advantage when using our systems or services;
- (f) Perform gap trading by opening trade(s):
 - i. When major global news, macroeconomic event or corporate reports or earnings (“events”), that might affect the relevant financial market (i.e. market that allows trading of financial instruments that might be affected by the events), are scheduled; and
 - ii. 2 hours or less before a relevant financial market is closed for 2 hours or longer.; or
- (g) Otherwise perform trades in contradiction with how trading is actually performed in the forex market or in any other financial market, or in a way that establishes justified concerns that the provider might suffer financial or other harm as a result of the customer’s activities (e.g. overleveraging, overexposure, one-sided bets, account rolling).
- (h) In Funded accounts, entering or closing trades within a 3-minute window before and after significant market news events is strictly prohibited. This includes closing trades that were initiated before the

restricted time window. Violating this restriction may lead to account review and possible termination.

5.4.2 As our customer, you should understand and agree that all our Services are for Customer's personal use only, meaning that only you personally can access your VaultFunder 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 VaultFunder 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 VaultFunder 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 VaultFunder Challenge and Verification accounts on behalf of another user, all whether performed as a professional or otherwise.
- (c) Please note that if you act or behave in contradiction with the aforesaid, we will consider such action/behaviour as a Forbidden Trading Practice under Section 5.4. with respective consequences as perceived under this GTC.

5.4.3 Furthermore, Customer shall not exploit the Services by performing trades without applying market standard risk management rules for trading on financial markets, this includes, among others, the following practices:

- i. opening substantially larger position sizes compared to Customer's other trades, whether on this or any other Customer's account, or
- ii. opening substantially smaller or larger number of positions compared to Customer's other trades, whether on this or any other Customer's account. The Provider reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Forbidden Trading Practices.

5.5 If the Customer engages in any of the Forbidden Trading Practices described in clause 5.4,

- i. the Provider may consider it as a failure to meet the conditions of the VaultFunder Challenge or Verification,
- ii. the Provider may remove the transactions that violate the prohibition from the Customer's trading history and/or not count their results in the profits and/or losses achieved by the demo trading,

- iii. to immediately cancel all Services provided to the Customer and subsequently terminate this Agreement, or
- iv. reduce the offered leverage on products to 1:5 on any or all Customer's accounts.

5.6 In case when some or all Forbidden Trading Practices are executed on one or more VaultFunder Challenge and Verification accounts of one Customer, or accounts of various Customers, or by combining trading through VaultFunder Challenge and Verification accounts, then the Provider is entitled to cancel all Services and terminate all respective contracts related to any and all Customer's VaultFunder Challenge and Verification accounts and/or apply other measures in Clause 5.5. The Provider may exercise any and all actions in Clauses 5.5 and 5.6 at its own discretion.

5.7 If any VaultFunder Trader accounts were used for or were involved in the Forbidden Trading Practices, this may and will constitute a breach of respective terms and conditions for VaultFunder Trader account with third-party provider and may result in cancellation of all such user accounts and termination of respective agreements by the third-party provider.

5.8 If the Customer engages in any of the practices described in clause 5.4 repeatedly, and the Provider has previously notified the Customer thereof, the Provider may prevent the Customer from accessing all Services or their parts, including access to the Client Section, without any compensation. In such a case, the Customer is not entitled to a refund of the fees paid.

5.9 The Provider does not bear any responsibility for trading or other investment activities performed by the Customer outside the relationship with the Provider, for example by using data or other information from the Client Section, Trading Platform, or otherwise related to the Services in real trading on financial markets, not even if the Customer uses for such trading the same Trading Platform that the Customer uses for demo trading.

5.10 Developments in financial markets are subject to frequent and abrupt changes. Trading on financial markets may not be profitable and can lead to significant financial losses. Any previous performances and profits of the customer's demo trading are not a guarantee or indication of any further performance.

6. VAULTFUNDER CHALLENGE AND VERIFICATION

6.1 After paying the fee for the selected option of the VaultFunder Challenge, the Customer will receive the relevant login data for the Trading Platform at the e-mail address provided by the Customer or in the Client Section. The Customer activates the VaultFunder Challenge by opening the first demo trade in the Trading Platform.

If you are a consumer, you acknowledge that, by opening the first demo trade, you expressly demand the provider to complete the services before the expiry of the period for withdrawal from the contract, which affects your right to withdraw from the contract, as specified in more detail in clause 12.

If you do not activate the VaultFunder Challenge within 30 calendar days of the date on which it was made available to you, your access to it will be suspended. You can request the renewal of access via the Client Section or by sending an e-mail to support@vaultfunder.trade within 6 months of the initial suspension, otherwise we will terminate the provision of the Services without any right to a refund of the fee. The VaultFunder Challenge lasts for 30 calendar days from the date of its activation.

- 6.2 In order for the Customer to meet the conditions of the VaultFunder Challenge, the Customer must fulfil all of the following parameters at the same time by the end of the VaultFunder Challenge:
- i. during the VaultFunder Challenge, the Customer has opened at least one demo trade on at least five different calendar days;
- 6.2.2. in the course of none of the calendar days during the VaultFunder Challenge did the Customer report a loss on any demo trades opened and closed on that day, which would exceed a 5% loss of the equity based on a 24 hour rolling period.
- 6.2.3. at no time during the VaultFunder Challenge did the Customer report a loss on any opened and closed demo transactions, which would exceed a 10% loss of the initial capital.
- 6.2.4. during the VaultFunder Challenge, the Customer reported a total profit on all closed demo trades amounting to at least 8% of the initial capital.
- 6.3 If the Customer has met the conditions of the VaultFunder Challenge specified in clause 6.2, and at the same time has not violated these GTC, in particular the rules of demo trading under clause 5.4, the Provider will evaluate the VaultFunder Challenge as successful and will make the Verification available to the Customer free of charge by sending login details to the Customer's e-mail address or Client Section. The Customer may request the evaluation of the VaultFunder Challenge at any time by sending a request to support@vaultfunder.trade or via the Client Section. The Provider does not have to evaluate the VaultFunder Challenge if the Customer has not closed all trades.
- 6.4 The Customer activates the Verification by opening the first demo trade in the Trading Platform. If the Customer does not activate the Verification within 30 calendar days from the day on which the Customer received the new login data, the Customer's access to the Verification will be suspended. The Customer may request the renewal of access via the Client Section or by sending an e-mail to support@vaultfunder.trade within 6 months of the suspension, otherwise we will terminate the provision of the Services without any right to a refund. The Verification lasts for 60 calendar days from

the date of its activation.

6.5 In order for the Customer to meet the conditions of the Verification, the Customer must fulfil all of the following parameters at the same time by the end of the Verification:

- i. during the Verification, the Customer has opened at least one demo trade on at least five different calendar days;
- ii. in the course of none of the calendar days during the Verification did the Customer report a loss on any demo trades opened and closed on that day, which would exceed 5% of the initial capital.
- iii. at no time during the Verification did the Customer report a loss on the sum of the opened and closed demo trades, which would exceed in total 10% of the initial capital.
- iv. at the end of the Verification, the Customer reported a closed profit from all performed demo trades amounting to at least the percentage of the initial capital for the respective option as described below.

6.6 For the Customer to meet conditions of the Verification, the Customer shall comply with the following:

- i. Customer has met the conditions of the Verification specified in clause 6.5;
- ii. Customer has not violated these GTC, in particular, the rules of demo trading under clause 5.4; and
- iii. Customer has not exceeded the maximum total amount of the capital allocation of USD 400000 / ZAR 8000000 individually or in combination, per Customer or per each trading strategy, within the meaning of applicable VaultFunder Trader Program agreement, if Customer is already participating in the VaultFunder Trader Program. If the above conditions are met, the Provider will evaluate the Verification as successful and will recommend the Customer as a candidate for VaultFunder Trader program. The Customer may request the evaluation of the Verification at any time by sending a request to support@vaultfunder.trade or via the Client Section. The Provider does not have to evaluate the Verification if the Customer has not closed all transactions.

6.7 If during the VaultFunder Challenge the Customer does not comply with some of the conditions specified in clause 6.2, the VaultFunder Challenge will be evaluated as unsuccessful, and the Customer will not be allowed access to the subsequent Verification. If during the Verification the Customer does not comply with any of the conditions specified in clause 6.5, the Verification will be evaluated as unsuccessful, and the Customer will not be recommended as a candidate for the VaultFunder Trader program. In such cases, the Customer's account and Services will be cancelled without refund of fees

already paid. The maximum overall risk for any single trade on Funded accounts must not exceed 5% of the account's equity. A breach of this rule may result in penalties, including but not limited to termination of the Funded account. The maximum overall risk for any single trade on Funded accounts must not exceed 5% of the account's equity. A breach of this rule may result in penalties, including but not limited to termination of the Funded account. The use of stop losses is mandatory for all Funded accounts. The maximum allowable risk per instrument in Funded accounts is capped at 2% of the account's equity. Exceeding this limit may result in penalties or account review. The first violation of this requirement will be classified as a 'soft breach,' resulting in a warning. A second violation will constitute a 'hard breach' and result in immediate termination of the Funded account. For Funded accounts, the leverage for Metals and Indices is limited to 1:50. Leverage for FX remains at 1:100. This provision applies exclusively to accounts in the Funded stage and are subject to change based on risk assessments and trading conditions

- 6.8 Provider recommending Customer as a candidate for the VaultFunder Trader Program in no way guarantees Customer's acceptance into the VaultFunder Trader Program. The Provider is not responsible for Customer being rejected by the VaultFunder Trader Program for any or no reason.

7. VAULTFUNDER TRADER

Before a Funded account is issued, the trader must participate in a mandatory risk interview. This interview will cover key terms of the trader agreement, with specific focus on risk management protocols and minimum risk requirements applicable to Funded accounts. Issuance of the Funded account is contingent upon successful completion of this interview.

If the Customer is successful in both the Challenge and Verification, the Customer may be offered a contract by the company, in its sole discretion to participate in the VaultFunder Trader Program at which point the Customer relationship with the company will be terminated and the Customer will become a service provider to the company.

The terms, conditions, and agreement between the service provider and the company in terms of the VaultFunder Trader Program are strictly between the service provider and the company and will be made available to the Customer on successful completion of the VaultFunder Challenge and Verification. The company explicitly reserves the right to conduct additional due diligence assessments on the service

provider not related to the Customer's trading performance.

8. USE OF THE WEBSITE, SERVICES AND OTHER CONTENT

- 8.1 The Website and all Services, including the Client Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples, and any other content that may form the Website and the Services (collectively as the "Content"), are subject to legal protection pursuant to copyright laws and other legal regulations and are the property of the Provider or the Provider's licensors. The Provider grants you limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the Content for the purpose of using the Services for your personal use and in accordance with the purpose for which the Services are provided. The Content is not sold or otherwise transferred to you and remains the property of the Provider or the Provider's licensors.
- 8.2 All trademarks, logos, trade names, and other designations are the property of the Provider or Provider's licensors, and the Provider does not grant you any authorization to use them.
- 8.3 Both the Customer and the Provider undertake to act in accordance with the principles of fair dealing in the performance of the contract and in mutual negotiations and, in particular, not to damage the good reputation and legitimate interests of the other party. The Customer and the Provider will resolve any possible disagreements or disputes between them in accordance with these GTC and the applicable law.
- 8.4 Except for the rights expressly set out in these GTC, the Provider does not grant you any other rights relating to the Services and other Content. You may only use the Services and other Content as set out in these GTC.
- 8.5 When accessing the Services and other Content, the following is prohibited:
- i. to use any tools that may adversely affect the operation of the Website and Services or that would be intended to take advantage of errors, bugs or other deficiencies of the Website and Services;
 - ii. to circumvent geographical restrictions of availability or any other technical restrictions;
 - iii. to make copies or back-ups of the Website and other Content;
 - iv. to reverse-engineer, decompile, disassemble, or otherwise modify the Website and other Content;
 - v. to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast or use the Services or other Content otherwise than as permitted;

- vi. to use automated means to view, display or collect information available through the Website or Services; and
 - vii. to use any other tools or means the use of which could cause any damage to the Provider.
- 8.6 The Customer agrees that the Provider may use the Customer's name, and other publicly available identifying information solely for the purpose of marketing and promotional material, including on the Provider's Website and other media, to indicate the Customer's use of the Provider's Services. The Provider will ensure that any such use is in accordance with applicable laws and does not harm the reputation or legitimate interests of the Customer. Should the Customer wish to revoke this consent, written notice must be provided to the Provider.
- 8.7 The provisions of clause 8 are not intended to deprive the Customer of the Customer's consumer rights which cannot be excluded by law.

9. DISCLAIMER

- 9.1 You acknowledge that the services and other content are provided "as is" with all their errors, defects and shortcomings, and that their use is at your sole responsibility and risk. To the maximum extent permitted by the mandatory laws, the provider disclaims any statutory, contractual, express, and implied warranties of any kind, including any warranty of quality, merchantability, fitness for a particular purpose, or non- infringement of any rights;
- 9.2 To the extent permitted by the mandatory provisions of the applicable laws, the provider is not responsible for any harm, including any indirect, incidental, special, punitive or consequential damages, including lost profit, loss of data, personal or other non-monetary harm or property damage caused as a result of use of the services or reliance on any tool, functionality, information or any other content available in connection with the use of the services or elsewhere on the website. The provider is not responsible for any products, services, applications or other third-party content that the customer uses in connection with the services. In case the provider's liability is inferred in connection with the operation of the website or provision of the services by a court of justice or any other competent authority, this liability shall be limited to the amount corresponding to the fee paid by the customer for the services in connection with which the customer has incurred the loss.
- 9.3 The Provider reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.
- 9.4 The Provider is not responsible for its failure to provide the purchased Services if that failure occurs due to serious technical or operational reasons beyond the Provider's control, in the case of any crisis or

imminent crisis, natural disaster, war, insurrection, pandemic, a threat to a large number of people or other force majeure events, and/or if the Provider is prevented from providing the Services as a result of any obligations imposed by law or a decision of a public authority;

- 9.5 The provisions of Clause 9 are not intended to deprive the Customer of the Customer's consumer or other rights that cannot be excluded by law.

10. VIOLATION OF THE GTC

- 10.1. If the customer violates any provision of these GTC in a manner that may cause any harm to the provider, in particular, if the customer accesses the services in conflict with clause 1.3 or 1.4, if the customer provides incomplete, untrue or non-updated information in conflict with clause 2.3, if the customer acts in a manner that may damage the provider's good reputation, if the customer violates the demo trading rules pursuant to clause 5.4, if the customer acts in conflict with clause 8.3, and/or if the customer performs any of the activities referred to in clause 8.5, the provider may prevent the customer from ordering any other services and completely or partially restrict the customer's access to all or only some services, including access to the client section and trading platform, without any prior notice and without any compensation.

11. COMMUNICATION

You acknowledge that all communication from the Provider or its partners in connection with the provision of Services will take place through the Client Section or your e-mail address, which you register with us. Written electronic communication by e-mail or through the Client Section is also considered to be written communication.

12. RIGHT TO WITHDRAW:

You acknowledge that under the Consumer Protection Act 68 of 2008, your right to withdraw from this agreement and receiving a refund is subject to the conditions as set out below:

- i. Should you not place any trades on your trading account, your challenge will not be activated, and you can request a refund of the fee paid to participate in the challenge.
- ii. Once your challenge is activated, you are entitled to withdraw from this agreement at any time,

provided you inform the company of such withdrawal and acknowledge that you forfeit the prescribed fee due to the activation of your challenge.

- iii. Should the Customer activate the challenge, the company can withdraw from the contract at any time, in the event there is a breach of these GTC and any other relevant policies the Customer must comply with.
- iv. The Customer shall not be entitled to a refund where there is a breach of any terms and conditions and policies.
- v. Should the company withdraw for any reason before the Customer activates the challenge the client shall be entitled to a refund of the prescribed fee.