

DP FUNDED
Prop Trading Program Trader Challenge
Terms and Conditions

These Challenge Terms and Conditions ("**Challenge Terms**" or "**Agreement**") are effective from 1 June 2025 and govern the rules, rights and obligations with the use of services ("**Services**") provided by D Prime Vanuatu Limited (700238) a licensed financial dealer, authorized and regulated by the Vanuatu Financial Services Commission (VU FSC) ("**DP Funded**", "**Prop Company**", "**us**", "**our**" or "**we**") its successors and assigns, under these Terms, offered through our website at www.dpfunded.com.

These terms and conditions are to be read in conjunction with our Legal Documentation available on our website (together the "**Terms**").

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. Your use of the Services constitutes your agreement to comply with these Terms.

Now, therefore, for good and valuable consideration the parties agree as follows:

1. PURPOSE OF THIS AGREEMENT

- 1.1. This agreement outlines the rights and responsibilities of both you and DP Funded when you use our Services.

2. REGISTRATION, ACCOUNT CREATION AND CHALLENGE PARTICIPATION

- 2.1. By completing the registration form available on the Website ("**Registration**") and purchasing any level of the DP Funded Challenge packages, an Account will be created for you. This is provided that you have passed the KYC check by our Client Management Department. You will need to provide us with certain information about yourself before we make the Services available to you. We refer to this information as "**Registration Data**". Access to the Services will be conditioned on the provision of Registration Data. Your personal data is processed in accordance with our Privacy Policy available on our website.
- 2.2. We reserve the right to conduct periodic checks, including but not limited to identity verification, fraud prevention and reviews of your current and past account activities. Your registration data and other information may be used for combating cybercrime, fraud and money-laundering, as well as for managing your account. We reserve the right to verify your provided information using any available sources, including third-party verification services.
- 2.3. All the data you submit in relation to the Services or otherwise must be accurate, complete and

current. Any changes to your data must be communicated to us immediately or updated in your Account.

- 2.4. We may refuse to open the Account for you for any reason.
- 2.5. Upon fulfilling the requirement stated in 2.1 above and successfully joining the Challenge, you will be required to comply with the Challenge Rules. Please read the Challenge Rules carefully, as they set out the requirements for maintaining your participation in the Challenge.
- 2.6. You may also be required to accept additional terms and conditions specific to our Services or other services offered by any of our affiliates.

3. SERVICES PROVIDED

- 3.1. The Services offered consist of providing an Account and access to a demo trading environment, facilitated through our infrastructure. This demo trading account is designed to assess your trading skills through participation in demo trading challenges (the "**Challenge**"). It's essential to understand our role is limited to maintaining the demo trading infrastructure, not providing direct trading services or accounts. The Challenge and any associated fees are strictly for educational and evaluative purposes. Successful completion of the Challenge does not guarantee any professional trading status, signals, proprietary trading strategies, or specific live trading outcomes. While the demo trading simulates real market conditions, it's crucial to remember that all trades executed within this environment are not actual transactions.
- 3.2. In using our Services, you acknowledge that:
 - 3.2.1. the funds provided to you for demo trading via the Challenge are fictitious;
 - 3.2.2. you have no right to possess those fictitious funds beyond the scope of their use within the Services;
 - 3.2.3. these funds may not be used for any actual trading;
 - 3.2.4. you are not entitled to the withdrawal of those funds; and
 - 3.2.5. 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.
- 3.3. You acknowledge that the Services may not be available around the clock, particularly with respect to maintenance, upgrades, or any other reasons.
- 3.4. The Services are only available to natural persons over the age of eighteen (18) residing in the country outside our prohibited jurisdiction as identified by us as such in **Annex A**.

4. FEES AND PAYMENT

- 4.1. We provide Services at a monetary cost ("**Fees**"). Fees and availability are subject to change. The change does not affect the Services purchased before the change. It is your responsibility to thoroughly read and understand any such terms and conditions that are made available on our website.
- 4.2. The Fees are paid for allowing you to access the Challenge, or the Services provided under the Challenge. The Fees also cover the assessment of your knowledge and skills through the Challenge.
- 4.3. All fees are denominated in United States Dollars (USD). While we accept payments in multiple currencies, the final amount charged will be based on the prevailing USD exchange rate at the time of the transaction. Any currency conversion fees or charges imposed by your financial institution or payment provider will be your responsibility.
- 4.4. The Fees are considered paid once the full amount is credited to our account. You are responsible for any fees charged by the payment provider and must ensure that the full fee for your Service is paid for.

5. CANCELLATION AND REFUNDS

- 5.1. The fee is paid for allowing you to access the Challenge and associated Services provided by us. You acknowledge that, by accessing or commencing the Challenge, you initiate the provision of the full Services. This action constitutes a waiver of your right to withdraw from the contract or seek a refund, even if you do not complete the Challenge. Subject to the exceptions specifically outlined in Sub-Clause 5.2 below, you understand and agree that **YOU SHALL NOT BE ENTITLED TO A REFUND OF FEE IN ANY SITUATIONS** including but not limited to cancellation of your client account, or termination of the use of Services or the Agreement.
- 5.2. You may request cancellation of your account by emailing us at en.support@dpfunded.com (for communication in English) or cn.support@dpfunded.com (for communication in Mandarin). This request constitutes termination of the Agreement as per Section 12, ending access to Services, including the Challenge. No refunds will be issued for fees or costs incurred, as outlined in Section 5.1 except under the following circumstances:
 - a) you have not started performing demo trades before the expiry of the specified time limit (7 days from the date of execution of this agreement);

- b) a determination, made in good faith, that a refund can be issued

Any refund requests will be reviewed promptly and fairly, and we will communicate our decision to you in writing.

6. YOUR REPRESENTATIONS

- 6.1. You are a natural person, of sound mind, legal age and legal competence.
- 6.2. You are not relying on investment advice provided by us or any of our associated entities in making its trading decisions.
- 6.3. Your activities under this Agreement are not prohibited under any law or contract to which you or DP Funded is subject. In the event that such prohibitions come to light after the effective date of this Agreement, you acknowledge that we may refuse, restrict or terminate the provision of any Services to you.
- 6.4. You have the necessary technical equipment and software to access our Services, which may include third-party software, at your own risk and expense. You understand that we cannot guarantee compatibility with all specific equipment or software. You also understand that to ensure you can use the Services, you should meet these minimum requirements:
 - 6.4.1. internet access;
 - 6.4.2. a valid email account;
 - 6.4.3. an updated version of an Internet browser; and
 - 6.4.4. a program capable of opening PDF documents.
- 6.5. You have full power and authority to execute this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the parties, enforceable in accordance with its terms.
 - 6.5.1. you will not engage in any illegal or unauthorized activity;
 - 6.5.2. you will keep his account and other information up to date so that we can process transactions and contact you as required;
 - 6.5.3. you will not replicate, duplicate, copy, sell, or exploit any component of the Challenge, or access to the Challenge or any content on the website through which the Challenge is offered;
 - 6.5.4. every trade that is made by you in your trading account is made solely by you using your independent endeavors.
- 6.6. You acknowledge and agree that any investment decisions you may make in reliance on information which is contained in the Challenge Rules, our website, or as a result of your use or participation of the Challenge, is at your own risk and we, our affiliates, employees and

agents shall not be liable for any losses that you may sustain. You are solely and exclusively responsible for determining whether any investment, strategy or any other product or service is appropriate or suitable for you based on your investment objectives and your personal and financial situation and needs.

6.7. If you breach (or we suspect that you have breached) any warranty or representation, we shall have the right to close any orders or trades that you have made, and close or disable your trading account. You will also be required to fully indemnify us due to any contraventions by you of any applicable law.

6.8. You are liable for, and shall reimburse us for, any losses, costs, or liabilities we incur due to your:

6.8.1. breach of this agreement;

6.8.2. provision of false information to us or any third party

6.8.3. third-party access to your Account or Challenge, regardless of whether you authorized such access.

This liability includes our legal and administrative costs for actions taken to recover amounts owed.

7. THE ACCOUNT

7.1. Only one Account is permitted per user.

7.2. You accept full responsibility for monitoring the Account to ensure that trades have been executed correctly and to ensure that no unauthorized trading is occurring in the Account. You shall not give control over the Account to any other person or entity. You shall maintain the confidentiality of the Account credentials and prevent the unauthorized use thereof at all times. If you become aware of any deliberate or inadvertent disclosure, loss, theft or unauthorized use of the Account credentials, you must notify us immediately and request a new password.

8. CHALLENGE RULES

8.1. Upon successful Registration and payment of Fee, you will be granted access to the selected Challenge. Once the Challenge is activated, login credentials and instructions will be sent to your registered email.

8.2. There will be two (2) phases in the Challenge:

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| Phase 1 Profit Target % | 10% |
| Maximum Time in Phase 1 | 90 days |
| Phase 2 Profit Target % | 5% |
| Maximum Time in Phase 2 | 90 days |

- 8.3. In Phase 1, following the commencement of the Challenge and initiation of trading activities, the objective is to achieve a profit target of 10%. Failure to reach this target within 90 days from your initial trade will result in an unsuccessful Challenge outcome, and no refund will be issued.
- 8.4. Upon successfully passing Phase 1, the objective is to achieve a profit target of 5%. Failure to reach this target within 90 days from your initial trade will result in an unsuccessful Challenge outcome, and no refund will be issued.
- 8.5. To maintain access to the Challenge, you must actively participate by executing at least one (1) trade within every consecutive 30-day period. Failure to do so constitutes a breach of this Agreement due to inactivity ("Inactivity"). However, if you have executed at least one trade since opening your account and subsequently fail to trade within any 30-day period, the Challenge will be considered failed, and no refund will be issued.
- 8.6. During the Challenge, you may execute any simulated transactions using permitted strategies. However, the use of any forbidden or abusive trading strategies or practices within the meaning of the Challenge Terms is strictly prohibited and may result in disqualification.
- 8.7. There will be several available challenge fees and virtual funding levels:

| Name | Initiate | Starter | Elite | Advanced | Professional | Master | Legendary | Supreme |
|-----------------------|----------|---------|----------|----------|--------------|-----------|-----------|-----------|
| Virtual Funding Level | \$2,000 | \$5,000 | \$10,000 | \$25,000 | \$50,000 | \$100,000 | \$200,000 | \$500,000 |
| Max. Open Lots | 0.4 | 1 | 2 | 5 | 10 | 20 | 40 | 80 |

- 8.8. You are expected to follow the challenge rules listed below, these rules are applicable for all challenge levels:

| Rule | Challenge Stage 1 | Challenge Stage 2 | Notes |
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| Profit Target | 10% | 5% | <ul style="list-style-type: none"> • Client successfully completes the Challenge Stage 1 by achieving the required profit target of 10%, meeting the minimum trading days requirement, and adhering to all rules specified here or in the Terms and Conditions. • Upon completion of Stage 1, the trading account used will be locked, and a new trading account will be provided via email to commence Stage Two, which has a profit target of 5%. Once the client fulfills the profit target and minimum trading days in Stage 2, they become eligible to apply to enter Funded Stage. |
| Daily Maximum Drawdown | 5% | | <ul style="list-style-type: none"> • If the 5% daily drawdown limit is exceeded, the challenge is considered failed, and the account will be terminated. Any remaining profits after deducting the initial capital will not be settled or distributed to the client. • The daily loss limit is the maximum allowable loss, based on account equity, that can occur on any single day. This limit is calculated from the previous day's end-of-day balance. Your daily trading starts at 23:59 GMT+3 or GMT+2 (depending on daylight saving or standard time). From that point, your account's total equity within a day must not fall below 95% of the previous day's total equity (i.e., it should not decrease by more than 5%). |
| Total Maximum Drawdown | 10% | | <ul style="list-style-type: none"> • Exceeding this limit is a major violation, which results in losing access to the Challenge account. • This limit defines the maximum allowable loss a user can experience throughout the life of their Challenge account in each stage. |

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| | | <ul style="list-style-type: none"> • The loss limit is measured against the highest value the account has reached over time and is set as a percentage of the account's starting value. • The Maximum Drawdown is Static- a fixed limit on the total allowable loss in the account balance from the highest point reached. This drawdown limit remains constant throughout the duration of the trading account and does not adjust or change based on the account's performance. |
| Leverage | <p>You can use different leverages for trading different products, with the maximum leverage 1:100</p> <p>Forex Major: 1:100</p> <p>Forex Exotics: 1:50</p> <p>Index: 1:50</p> <p>Precious metals: 1:50</p> <p>Commodities: 1:50</p> | <ul style="list-style-type: none"> • The leverage displayed here represents the maximum available for each product type. • Positions are subject to a tiered margin system based on the specific product and the size of the position. • Refer to the table below in this document for detailed information on each instrument. |

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| Minimum Trading Days | 4 Days | 4 Days | <ul style="list-style-type: none"> • This is the minimum number of days a user must execute a trade to successfully complete a Challenge Stage. A trading day is defined as any day on which the user initiates at least one trade, whether by opening or closing a position (rolling an open position does not count). • The trading days do not need to be consecutive. • Since there are two stages, the quickest a user can complete both phases are in 8 days. |
| Maximum Trading Time | 90 Days | 90 Days | <ul style="list-style-type: none"> • This is the maximum timeframe a user has to complete each Stage of the Challenge, starting from the date of their first trade. • Since there are two Stages, the maximum amount of time a user can take to complete both Phases is 180 days. • If the user engages in trading activity during the challenge stages but fails to achieve the profit target within the 90-day period allotted for each stage, the user will be deemed to have failed the challenge. In such cases, the challenge fee will not be refunded. |
| Inactivity Time | 30 Days | 30 Days | <ul style="list-style-type: none"> • This is the maximum number of consecutive days a user can remain inactive (without placing an opening or closing trade) while still retaining access to the Challenge account. • The inactivity period begins on the purchase date of the challenge and resets with any trading activity. • If a user remains inactive for over 30 calendar days (no trades placed), it |

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| | | | constitutes a hard breach. The user will lose access to the Challenge account, and the account will be closed. |
| Stop Loss Required | No | | Users are not required to place Stop Loss orders on all positions. |

- 8.9. You acknowledge and agree that we have access to information about the demo trades that you enter into during the Challenge and your Challenge activity. You grant your permission for this information to be shared with and between our affiliates, service providers or entities who are otherwise affiliated with DP Funded, and you grant us your consent and authorization to handle this information to the extent that may be necessary for the performance of this Agreement or justified by the legitimate interest of DP Funded. 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 DP Funded.
- 8.10. You acknowledge that the market information in the Challenge may be delayed or inaccurate, and you accept the inherent limitations of a demo trading environment.
- 8.11. Upon Challenge completion, you will receive a score indicating “Pass” or “Fail” based on the predefined criteria. These criteria are available on the Website and will be provided before you start the Challenge.
- 8.12. If you successfully pass both phases of the Challenge, you will receive a certificate confirming the completion of the Challenge (“**Certificate of Completion**”) via email.
- 8.13. Additional Rules and Information:

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| Win-Back Challenge Fee: | Clients who successfully qualify for a live funded account will have their challenge fees promptly refunded. |
| Maximum Position Size: | The maximum allowable position size varies with account size, ranging from 1 lot for a \$5,000 account to 40 lots for a \$200,000 account. |
| Profit Sharing: | Traders who successfully advance to the funded trader stage will receive a 80% profit share. |
| Trading Products: | Traders are permitted to trade forex, precious metals, indices, and Oil. |
| Advancement: | Traders must successfully complete each phase to progress to the next. Traders are permitted to trade forex, precious metals, indices, and |

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| | Oil. Upon completing Stage 2, they become funded traders. |
| Risk Management: | The challenge emphasizes risk management through daily loss limits and total loss limits for each challenge stage. |

EA Trading Rules

- 8.14. Only participants who have purchased the Expert Advisory Add-On are permitted to trade using Trade-Taking Expert Advisors (EA) during the Challenge. Any use of an EA without purchasing the required Add-On constitutes a material and willful breach of the Challenge rules and will result in immediate termination of your Challenge account at our sole discretion and no refund will be issued. In such cases, any rights to further participation, profit eligibility, or account reinstatement shall be automatically forfeited.
- 8.15. Participants trading with EAs must strictly adhere to the following conditions. Failure to comply may result in immediate disqualification, forfeiture of any profits, and permanent suspension from the Challenge.
- (a) Copytrading or mirroring of trades – including via signals, APIs, social trading platforms, or manual replication- is strictly prohibited in all forms;
 - (b) Commission charges are applied to all EA trading to maintain fair market conditions;
 - (c) EAs must operate autonomously and shall not receive external, integrate, or be programmed to respond to any signals or coordinated group trading strategies, including but not limited to those mimicking copytrading behaviour. Violations will be treated as fraudulent activity;
 - (d) EAs must not be hyperactive, i.e., must not send more than 1,000 messages/orders to the server within any 24-hour period;
 - (e) Scalping is strictly prohibited. This includes any strategy involving the opening and closing of positions within three (3) minutes;
 - (f) EAs are prohibited from operating from cloud-based IP addresses or data center-hosted environments;
 - (g) Latency arbitrage and any form of abusive, manipulative or exploitative trading behavior are strictly prohibited;
 - (h) All EAs/bots used in the DP Funded Challenge Program must employ genuinely distinct, independently developed trading strategies;
 - (i) The use of Virtual Private Server (VPS) is only allowed for the participants using pre-approved EA. The EA must be operated in a fully automated to open, modify and close trades based on pre-defined market conditions, without any manual intervention.

- (j) The maximum aggregate position allocation for merged EA accounts associated with the participant must not exceed USD 100,000 at any given time;
- (k) Participants must, upon request, provide full access to EA source code, configuration files, trading logs, and VPS access credentials to facilitate audit and ensure compliance and
- (l) Participants shall indemnify and hold harmless DP Funded, its affiliates, and licensors from any loss, liability, or damages arising from breach of these conditions, including use of unapproved or malicious EA behavior.

VPS & VPN Usage Policy (Applicable to All DP Funded Accounts)

8.16. Participants are permitted to use VPS and VPN services during both the Challenge and on DP Funded Accounts, subject strictly to the conditions outlined below. Any use outside these parameters constitutes a material breach and may result in immediate termination of the participant's account without refund or recourse.

- (a) Manual traders are strictly prohibited from using VPS. All manual trades must be executed directly from the trader's personal device without any VPS involvement;
- (b) The participants are only allowed to use VPS services in conjunction with pre-approved EA, which are specifically designed to open and close trades automatically based on predefined market conditions. However, if the EA being used on the VPS does not execute trades (i.e., it is not a trade-taking EA), but instead only modifies trade parameters like Stop Loss (SL), Take Profit (TP), or calculates lot sizes, this constitutes a violation of DP Funded's VPS usage policy in accordance with MetaQuotes guidelines.
- (c) Account management, group trading, and VPS sharing among participants are strictly prohibited. In cases of irregularities detected among VPS users, our system may flag accounts and require them to provide additional information regarding VPS usage. Failure to provide accurate information may result in denial of DP Funded Account or reward.
- (d) All VPS services must operate using a private, dedicated IP address and must not originate from, or be associated with, any jurisdiction that is restricted or subject to international sanctions. For the list of prohibited jurisdictions, please refer to **Annex A**. DP Funded reserves the right to update this list without prior notice.

8.17. Any violation of these EA, VPS, or VPN usage rules will be deemed a material violation. DP Funded retains full discretion to take immediate remedial action, including account suspension, disqualification, termination of the Challenge or DP Funded account access, and

permanent ban from future participant. No refund or compensation shall be due in such cases.

- 8.18. DP Funded reserves the right to amend, modify, or update the rules and policies relating to the use of EAs, VPS and VPN services at any time, without prior notice. Participants are responsible for regularly reviewing these terms to ensure continued compliance. Ignorance of updated policies shall not constitute a valid excuse for non-compliance.

Weekend Position Holding Policy

- 8.19. As part of our commitment to maintaining a fair, secure, and controlled trading environment, DP Funded has implemented the following mandatory policy regarding weekend position holding, effective from 13 June 2025:-

- 8.19.1. You may hold open positions overnight during weekdays, subject to all the applicable trading rules.
- 8.19.2. You are **strictly prohibited from holding any open positions over the weekend**. Trading or maintaining positions is not allowed from MT time Friday 22:00 (UTC+3) until MT time Monday 02:00 (UTC+3) when markets reopen.
- 8.19.3. Any open positions that remain active at MT time Friday 22:00 (UTC+3) will be automatically closed by DP Funded. Please note that DP Funded is not responsible for issuing any prior notice.
- 8.19.4. The Company shall not be held liable for any direct, indirect, or consequential loss or damage including but not limited to slippage, widened spreads, market gaps, or price movements arising from the forced closure of positions in accordance with this policy. You acknowledge and accept all trading risks associated with this procedure.
- 8.19.5. You are solely responsible for monitoring and managing your trades or positions in compliance with this policy. It is your obligation to ensure that no positions remain open after the specified cutoff time. DP Funded shall not be obligated to issue reminders or warnings.
- 8.19.6. Any breach of this policy may result in the immediate suspension or termination of your trading account, forfeiture of any profits derived from non-compliant activity, and/or disqualification from any funding programs. DP Funded reserves the right to take any corrective or disciplinary action it deems appropriate, without further notice.

9. FUNDED STAGE

- 9.1. Once you have received the Certificate of Completion, you may be invited to participate in a funded campaign offered by us or other entity related to us; provided however, such invitation will be in our sole and absolute discretion. Any invitation to participate in the funded campaign would be subject to terms and conditions separate from these Challenge Terms.

10. GENERAL RULES OF TRADING AND FORBIDDEN TRADING PRACTICE

- 10.1. You must strictly comply with the terms and conditions set forth in this agreement, any associated third-party terms, and the rules outlined in **Annex B ("Forbidden Trading Practices")**.
- 10.2. We retain the sole discretion to determine whether specific trades, practices, strategies, or situations constitute Forbidden Trading Practices.
- 10.3. If, in our sole discretion, we determine that you have engaged in any Forbidden Trading Practices, the following consequences may apply:
- 10.3.1. any progress or achievements in the Challenge or Verification process will be nullified;
 - 10.3.2. immediate cancellation of all Services and termination of this Agreement;
 - 10.3.3. cancellation of any associated funded trading accounts and agreements;
 - 10.3.4. restriction or termination of access to our Services, including the Client Section and Platform, without compensation or refunds; and
 - 10.3.5. you will be permanently banned from participating in our Challenge and future challenge / campaign.

For the avoidance of doubt, no refund will be issued in any of the above scenarios.

- 10.4. Our Services are strictly for your personal use. You are prohibited from:
- 10.4.1. allowing any third party to access or trade on their account;
 - 10.4.2. engaging or cooperating with any third party (individual or professional) to execute trades on their behalf;
 - 10.4.3. accessing or trading on behalf of any third-party account;
 - 10.4.4. providing account management or similar services for other users.

11. TRANSMISSION OF ORDERS

- 11.1. DP Funded 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.
- 11.2. Any data entered in the order form can be checked, corrected, and amended until the binding order of the Services. 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 Challenge and, if the conditions of the Challenge are met.

12. TERMINATION

- 12.1. You may terminate your participation in the Campaign at any time by providing us a written notice that you no longer wish to utilize our services or by discontinuing your use of the Campaign.
- 12.2. We may immediately terminate your participation in the Challenge for any reason at its sole discretion including but not limited to, the occurrence of any of the following events:
 - 12.2.1. we have reason to believe that your activity is not in compliance with any applicable law, including, without limitation, any regulatory rules and any other legislation applicable from time to time;
 - 12.2.2. we have reason to believe that your activity is in breach of any of the terms in this Agreement or the Challenge Rules;
 - 12.2.3. you have failed to complete any form or provide any information as may be required by us or you have provided misleading or incorrect information to us;
 - 12.2.4. you have failed to provide any document as may be requested by DP Funded; or
 - 12.2.5. we have been notified by a third party of a suspected or alleged infringement of property or rights (including the intellectual property rights of DP Funded or its affiliates) by you, or your activity.
- 12.3. We may also terminate your participation in this Challenge at any time without notice including, but not limited to, if you fail, or we suspect you have failed, to comply with any term or provision of these terms, and you will remain liable for all amounts due up to and including the date of termination.

13. MODIFICATION OF TERMS

- 13.1. We reserve the right to modify the Challenge Terms and/or the Challenge Rules at any time and effective upon notice to you, or publication of the modified terms and conditions and/or rules on our website, whichever occurs earlier. Continued use of the Account after such notice shall constitute your acceptance thereof.
- 13.2. The Challenge is subject to change without notice. We retain the right to alter or discontinue the Challenge at any time and without notice. We will not be accountable to you or any third party if the Challenge is modified, suspended or discontinued.

14. INDEMNIFICATION

- 14.1. You hereby agree to indemnify, defend and hold us and our 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 your 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 we are informed of any pending action or possible loss against you, we shall have the right to set off any monies due to you in amounts sufficient to cover any pending arbitration, litigation, customer complaints, unsecured debits and unpaid expenses in connections with your trading.

15. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 15.1. All copyright, trademark, trade secret and other intellectual property rights ("IP") in and related to us shall remain at all times the sole and exclusive property of DP Funded and/or its 3rd party service providers and you shall have no right or interest in the IP, except for the right to access and use the Account as specified herein. You acknowledge that the IP is confidential and has been developed through the expenditure of substantial skill, time, effort and money. You will protect the confidentiality of DP Funded and/or its third party service providers. You will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the IP. You will not copy, modify, de-compile, reverse engineer, and make derivative works of the IP or in the manner in which it operates.
- 15.2. You acknowledge that you may receive or have access to Confidential Information of DP Funded and/or its affiliate company and/or third-party service providers, in connection with this Agreement. "Confidential Information" means any information disclosed by one party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects, which is designated as "Confidential," "Proprietary," or some similar designation, or which, under the circumstances surrounding the disclosure, ought to be treated as confidential.

15.3. You agree to:

- 15.3.1. use the Confidential Information of the other party solely for the purpose of performing its obligations under this Agreement.
- 15.3.2. not disclose the Confidential Information of the other party to any third party without the prior written consent of the other party, except as required by law or to its professional advisors, employees, or agents who need to know such information for the purpose of performing their duties under this Agreement and who are bound by confidentiality obligations no less restrictive than those contained herein.
- 15.3.3. take reasonable measures to protect the confidentiality of the Confidential Information of the other party, including measures no less protective than those it uses to protect its own confidential information of a similar nature.

The obligations of confidentiality under this clause shall survive the termination or expiration of this Agreement.

16. **ERRORS, INACCURACIES, OMISSIONS AND INTERRUPTION OF SERVICE**

16.1. Except as otherwise expressly provided in this agreement, any technology, brokerage or trading platform (the “**Trading Environment**”) utilized by us, 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, we, including our 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, merchantable quality, non-infringement and accuracy and non- interference.

16.2. Neither DP Funded, nor any Related Party warrants that:

- 16.2.1. 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,
- 16.2.2. the Trading Environment will meet your requirements,
- 16.2.3. the results that may be obtained from the use of the Trading Environment will be accurate or reliable,
- 16.2.4. any errors in the Trading Environment will be corrected.

- 16.3. 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 our gross negligence or willful misconduct.
- 16.4. DP Funded 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.
- 16.5. Use of the Trading Environment is entirely at your own risk and neither DP Funded nor any of the Related Parties shall have any liability or responsibility therefrom.
- 16.6. On rare occasions, information on our website or in the Challenge may contain typographical errors, inaccuracies, or omissions relating to the product descriptions, price, promotions, offers, or availability. If any information in the Challenge or on any connected website is erroneous, we have the right to remedy any mistakes, inaccuracies, or omissions, and to modify or update information or cancel orders at any time without prior notice (including after you have submitted your order). Except as required by law, we make no commitment to update, revise, or clarify anything in the Challenge or on any connected website, including, without limitation, price information.

17. RISK DISCLOSURE

- 17.1. You understand that any electronic trading platform used to access our Services is not an exchange but merely a connection to DP Funded. The availability and functionality of the trading platform are governed solely by the terms of this Agreement. We shall not be liable for any consequences arising from the unavailability or malfunction of the platform.
- 17.2. You acknowledge that the Fees you paid us are not considered as funds deposited with us for trading purposes are not subject to the same regulatory protections afforded to funds held in regulated exchanges or markets. We may commingle the Fees with our own operating funds or utilize them for other business purposes. In the event of our bankruptcy or insolvency, your funds may be treated as an unsecured creditor's claim.

18. DISCLAIMER & LIMITATION OF LIABILITY

- 18.1. We do not bear any responsibility for trading or other investment activities performed by you outside the relationship with us, for example by using data or other information from the

Challenge, or otherwise related to the Services in real trading on financial markets.

- 18.2. None of the Services provided by us shall be considered investment or financials services in accordance with applicable laws. We do 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 do we accept any such guidance, instructions or information from you. None of the Services constitute investment advice or recommendations. No employees, staff, or representatives of ours are authorized to provide investment advice or recommendations. Should any information or statement of any of our employee, staff or representatives be interpreted as investment advice or recommendations, we explicitly disclaim that this is not our investment advice or recommendations, and we shall not be responsible for them.
- 18.3. Notwithstanding anything to the contrary in this agreement, in no event whatsoever we or our affiliated entities shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, lost time or good will, even if we have been advised of the possibility of such damages, whether in contract, tort (including negligence), strict liability or otherwise.
- 18.4. We shall not be liable for any claims against you by third parties arising out of or in connection with this Agreement or the use of the Trading Environment.
- 18.5. In no event shall our total cumulative liability to you or any third party, in connection with or arising out of the Trading Environment and/or this Agreement, regardless of the form of action, exceed the amount of any profit generated by you in the account.
- 18.6. Any cause of action arising out of or relating to this Agreement or the use of the Trading Environment must be commenced within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.
- 18.7. We shall not be liable for damages incurred by you as a result of us stopping a transaction or restrictions imposed by competent governmental bodies, authorities or other regulators, if these actions were related to the application of fraud prevention, cybersecurity and/or anti-money laundering and counter-terrorist financing regulations.
- 18.8. The provisions of these Terms are not intended to deprive you of your consider or other rights that cannot be excluded by law.

19. FORCE MAJEURE

19.1. We shall not be liable to you for any claims, losses, damages, costs or expenses, including attorneys' fees, arising, directly or indirectly from any Force Majeure Event. A "Force Majeure Event" means any event or circumstances beyond the reasonable control of DP Funded, including but not limited to:

- 19.1.1. natural disasters such as floods, earthquakes, hurricanes, fires or epidemics;
- 19.1.2. wars, civil unrest, insurrection, international intervention, sanctions, embargoes, or any act or order of any governmental or regulatory authority;
- 19.1.3. any delay, disruption, failure, or malfunction of any transmission or communication system, computer facility, or network, whether belonging to the us, you, any broker, trading platform, or third-party service provider;
- 19.1.4. any other event or circumstance beyond the reasonable control of DP Funded that prevents or materially hinders DP Funded's ability to perform its obligations under this Agreement.

20. PROMOTIONAL CAMPAIGN TERMS AND RESTRICTIONS

20.1. Participants who merge multiple funded accounts shall not be eligible for any active or future campaign benefits, including but not limited to: bonus credits, reward redemptions, reimbursement offers, and other incentives issued under promotional terms.

20.2. Promotional rewards, including free reward exchanges, discounts, or additional challenge entitlements, are limited to one (1) reward per individual. Multiple account registrations, or attempted circumvention of this rule via aliases or third-party involvement, shall result in disqualification from the promotion and potential account suspension.

20.3. The DP Funded reserves the right to restrict, withhold, cancel, or claw back any benefits, disqualify, terminate accounts, and take further action where it believes, in its sole discretion, that you have engaged in any form of abuse of manipulation of our systems, services or campaigns. This includes, but is not limited to, behavior commonly referred to as 'wool party' activities- i.e., exploiting promotional benefits through unfair or deceptive means. The prohibited conduct includes:

- 20.3.1. creation of multiple accounts to benefit from promotions designed for first-time users or new participants;
- 20.3.2. using false, misleading or third-party identities to gain rewards, participate in challenges, or redeem benefits;

- 20.3.3. coordinating with other individuals or entities to circumvent eligibility rules or promotional limits;
 - 20.3.4. account merging or fund aggregation solely for the purpose of re-qualifying or benefiting from new-user or single-use campaigns;
 - 20.3.5. coordinated attempts to exploit campaign terms across users;
 - 20.3.6. use of scripts or plugins to bypass normal trading behavior; and
- 20.4. DP Funded reserves the final right to interpret all campaign and promotional rules. All decisions on eligibility or entitlement are final and binding, and no justification or evidence will be provided.
- 20.5. Individual campaigns may have additional rules or restrictions, which will be set out in separate campaign-specific terms and conditions. In the event of conflict, those campaign-specific rules shall prevail.
- 20.6. No failure or delay by DP Funded in exercising any right or enforcing any clause under these campaign restrictions shall operate as a waiver. DP Funded reserves the right to update these terms at any time without prior notice.

21. MISCELLANEOUS

- 21.1. This Agreement 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. Notwithstanding the foregoing, any agreements subsequently executed or executed concurrently with this Agreement shall be read together with this Agreement, and all such agreements shall be considered legally binding documents upon the parties.
- 21.2. You acknowledge that all communication from us or our affiliates in connection with the provision of the Services will take place through the Website / platform or your email- address, which you register with us. Written electronic communication by e-mail or through website or platform is also considered to be written communication. Our contact e-mail address is en.support@dpfunded.com (for communication in English) or cn.support@dpfunded.com (for communication in Mandarin).
- 21.3. This Agreement shall be binding upon and insure to the benefit of each of the Parties hereto and their respective successors, legal representatives and assigns.
- 21.4. This Agreement may be executed in any number of counterparts, each of which together shall constitute one and the same original document.

- 21.5. This Agreement shall be governed by and construed in accordance with the laws of Vanuatu. 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.
- 21.6. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, the Parties shall first attempt in good faith to resolve such dispute through direct negotiation between authorized representative(s) of each Party.
- 21.7. 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.
- 21.8. Nothing in these Terms is intended to limited any legal claims set out elsewhere in these Terms or arising from the applicable law. If we do not enforce compliance with these Terms, this can in no way be construed as a waiver of any right or claim.
- 21.9. We may assign any claim arising to DP Funded from these Terms or any agreement to a third party without your consent. You agree that we may, as the assignor, transfer our rights and obligations under these Terms or any agreement or parts thereof to a third party. You are not authorized to transfer or assign your rights and obligations under these Terms or any agreements or parts thereof, or any receivables arising from them, in whole or in part, to any third party without our consent.
- 21.10. 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.
- 21.11. 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.
- 21.12. 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.
- 21.13. 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.
- 21.14. The company reserves the final right to interpret and enforce the rules of the challenge, including but not limited to decisions regarding violations, account termination, and eligibility for the win-back challenge fee.

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Annex A

PROHIBITED JURISDICTIONS

Canada
Hong Kong
Malaysia
Singapore
United States

ANNEX B

FORBIDDEN TRADING PRACTICES

The following trading practices will be considered “Forbidden Trading Practices” for the purposes of this Agreement:

1. Exploiting System Vulnerabilities

You must not knowingly or unknowingly utilize trading strategies that take advantage of any errors or delays in our Services, including but not limited to price discrepancies or latency in price update.

2. External or Slow Data Feeds

The use of external or slow data feeds to gain an unfair advantage in trade execution is prohibited.

3. Market Manipulation

You must not engage in any activity, alone or in collaboration with others, that aims to manipulate market prices or trading conditions. This includes, but is not limited to, simultaneously entering into opposite positions across multiple accounts or with other traders.

4. Violation of Broker / Platform Terms

You must adhere to all terms and conditions set forth by the broker(s) and trading platform(s) utilized by us.

5. Unfair Technological Advantage

The use of any software, artificial intelligence, ultra-high-speed trading algorithms, mass data entry techniques, or any form of data center services that provide an unfair advantage or manipulate our systems is strictly forbidden. Trading activities that involve routing through data centers for the purpose of latency arbitrage or similar advantages strategies are also prohibited.

6. Gap Trading

You are prohibited from initiating trades:

- (a) during the scheduled release of major global news, macroeconomic event or corporate reports or earnings (“Events”) that could impact the relevant financial instruments; and/or
- (b) 3 minutes before and after the Event’s scheduled release; and/or
- (c) within 2 hours of a relevant financial market closing for a period of 2 hours or more.

7. Abusive Trading Practices

Any trading activity that deviate from standard market practices, create a reasonable apprehension

of financial or other harm to us, or violate the spirit of fair trading. Examples of such practice include, but are not limited to overleveraging, excessive exposure, one-sided bets, any form of arbitrage trading, hedging, copy trading and employing strategies aimed at circumventing risk management rules (Account rolling).