



FUNDING PIPS

FundingPips

FundingPips 2-Step Evaluation - Master User Agreement

The Master account will be created after the KYC is done and this agreement is signed. In connection to the passed FP Evaluation Course Phase 1: D#1022377 Phase 2: 1647760 and for good consideration exchanged, the parties conclude this Contract:

This Master User Agreement (this "**Agreement**") is entered into by and between FundingPips (the "**Company**"), and Nitish Shrestha (the "**User**" or "**You**").

PLEASE READ THIS AGREEMENT CAREFULLY

BY ACCEPTING THIS AGREEMENT AND/OR USING THE PLATFORM, YOU AGREE TO BE BOUND BY THE TERMS MENTIONED HEREIN.

Other Terms That May Apply to You

The following documents (together, the "**Documents**") also form part of this Agreement:

- Our Terms and Conditions:<https://app.fundingpips.com/files/terms-and-conditions.pdf>;
- Our terms of Use: <https://fundingpips.com/terms-of-use>;
- Our Privacy Policy: <https://app.fundingpips.com/files/privacy-policy.pdf>;
- Other terms which may be applicable from time to time, as published on our Platform, or otherwise communicated to You.

YOU AGREE AND ACKNOWLEDGE THAT THE DOCUMENTS (AS AMENDED FROM TIME TO TIME) ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT AND FORM AN INTEGRAL PART OF YOUR CONTRACTUAL RELATIONSHIP WITH US.

Changes To This Agreement

The Company reserves the right to modify, amend, or update this Agreement and/or the Documents at any time, in its sole and absolute discretion, and without any obligation to provide prior notice to You. Such modifications shall become effective immediately upon posting or any other form of publication determined by the Company. Continued use of the Platform or any of its features following the implementation of such modifications constitutes

your acceptance of the revised Agreement and/or Documents, and your ongoing consent to comply with all amended terms.

The Company advises all users to review this Agreement, links and the Documents periodically to stay informed of any changes. Should You disagree with any modifications, it is your responsibility to discontinue use of the Platform immediately. The Company shall not be liable for any damages or losses arising from changes to the Agreement or Documents or from your failure to become informed of such changes.

Updates And Changes To The Platform

From time to time we may automatically update the Platform to improve performance, enhance functionality, reflect changes to the operating system, or address security issues, at our sole discretion.

BY USING OUR PLATFORM OR ANY FEATURE THEREOF, YOU ARE CONSENTING TO THE TERMS OF THIS AGREEMENT, links AND THE DOCUMENTS THAT FORM PART OF IT. THIS AGREEMENT BECOMES EFFECTIVE FROM THE DATE ON WHICH THE COMPANY COMPLETES YOUR ONBOARDING YOU AS A USER AND REGISTERS YOUR MASTER ACCOUNT.

The Company reserves the full and unrestricted right to withdraw, suspend, or discontinue, either temporarily or permanently, any or all features, functionalities, services, or offerings associated with the Platform, including but not limited to the availability, terms, and conditions of Master Accounts. Such actions may be taken at the Company's sole discretion, with or without prior notice, and for any reason or no reason whatsoever. Users acknowledge and agree that the Company shall bear no liability or responsibility for any losses, interruptions, or consequences arising from the exercise of this right to modify or discontinue Platform features and that continued use of the Platform does not create any expectation or right to ongoing access to any specific Platform feature or service.

All capitalized terms not defined in this Agreement shall have the same meaning as in the Documents.

1. Who we are and what this Agreement does

a. Platform Overview

The Company operates a platform that provides Users with access to a 'simulated trading environment' that mirrors the real-world market for traditional securities and CFD products (the "**Platform**"). This environment is provided exclusively for evaluation, entertainment, and/or educational purposes, enabling users to explore and assess Platform features in a simulated setting. It does not involve or facilitate any real financial transactions, investments, or exchanges of actual funds or assets. All activities and interactions within this environment are virtual and are intended solely to provide insights into Platform functionalities without any financial risk or commitment. Users should be aware that any outcomes observed in this environment are hypothetical and do not reflect real market conditions or actual financial results.

b. Evaluation Program and Access Rights

The Platform includes an evaluation program (the "**Evaluation Program**") designed to assess each User's efficacy and skills. Users who successfully complete this Evaluation Program are granted access to the simulated trading environment, where they may engage in trading simulations for assessment purposes. Based on the results of the

Evaluation Program, the Company determines the type of account and level of access each User will receive. Access to the Platform and participation in the simulated trading environment are made available by the Company at its discretion and as permitted by this Agreement and the Documents.

2. License to Use the Platform

The Company licenses the User to:

- Access and use the Platform software and any updates or supplements to it as released by the Company;
- Access and utilize the associated Documents, which include all relevant online or electronic documentation provided to the User for Platform use.
- Access the content available through the Platform, as permitted in accordance with this Agreement and the Documents.

3. Privacy and Data Protection

The Company is committed to protecting your personal data in compliance with applicable data protection legislation. We provide details on how we collect, process, and use your data, your rights regarding your data, and how you can exercise those rights in our Privacy Policy (<https://app.fundingpips.com/files/privacy-policy.pdf>). Please review this information carefully, as it is important to understand our data protection practices.

4. Disclaimer: Simulated Trading Environment

WITHOUT LIMITING ANY PROVISIONS IN OTHER CONTRACTUAL DOCUMENTS, THE USER IS HEREBY NOTIFIED THAT THE PLATFORM NEITHER OFFERS, SOLICITS, NOR ARRANGES FOR THE SALE OR PURCHASE OF SECURITIES OR ANY OTHER FINANCIAL PRODUCTS. THE PLATFORM IS DESIGNED EXCLUSIVELY AS A SIMULATED TRADING ENVIRONMENT, REPLICATING MARKET CONDITIONS FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. NO ACTUAL SECURITIES OR FINANCIAL PRODUCTS ARE BOUGHT, SOLD, OR TRADED THROUGH THE PLATFORM.

ALL INFORMATION PROVIDED ON THE PLATFORM IS OFFERED ON AN "AS IS" BASIS FOR EDUCATIONAL OR ENTERTAINMENT USE ONLY, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ACCURACY, COMPLETENESS, OR SUITABILITY FOR REAL-WORLD TRADING. THE COMPANY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE USER'S RELIANCE ON SUCH INFORMATION.

THE PLATFORM DOES NOT PROVIDE ANY INVESTMENT ADVISORY SERVICES. SHOULD THE USER CHOOSE TO APPLY SKILLS, KNOWLEDGE, OR EXPERIENCE GAINED FROM SIMULATED TRADING ON THE PLATFORM TO REAL-WORLD TRADING IN SECURITIES OR OTHER FINANCIAL PRODUCTS, THE USER DOES SO AT THEIR OWN RISK. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER TYPE OF LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO FINANCIAL LOSSES, THAT MAY ARISE FROM THE USER'S RELIANCE ON THE PLATFORM'S INFORMATION OR FROM REAL-WORLD TRADING ACTIVITIES UNDERTAKEN BY THE USER.

The Platform provides a simulated trading environment in which the User may undertake and practice trading test

runs.

This simulated trading environment is solely a representation of real-world trading and is intended for educational and practice purposes only. All trades executed on the Platform are simulations and do not involve real assets or financial transactions. The Company does not offer any exchange or broker-dealer services, nor does it directly facilitate the payment or distribution of simulated profits in either fiat or virtual assets.

5. Master Account

A "**Master Account**" is the account created by the User on the Platform, upon passing the necessary evaluation steps which grants access to the Platform's features and functionalities upon successful completion of the Company's verification processes. You agree that in order to use the Platform and create a Master Account, You must successfully complete the Know Your Customer ("KYC") verification conducted by the Company, along with any other client verification processes the Company may require. You must also have completed the relevant evaluation course(s), where applicable, according to your account type. Once You pass the Company's verification checks, your Master Account will be activated.

You acknowledge that, under certain circumstances, we may request additional documentation or information from You, either during or after the initial verification process. If, at any time, You refuse to provide the required information, we reserve the right to: (i) refuse to open a Master Account, (ii) close an existing Master Account, or (iii) limit your access to the Master Account.

In addition to the initial verifications undertaken by the Company, you may be subject to periodic due diligence to ensure the Company's ongoing compliance with any Anti-Money Laundering and Countering the Financing of Terrorism (AML/CFT) laws. Furthermore, You agree to promptly notify the Company of any changes in the information or documentation provided You have provided.

By signing this Agreement, or otherwise using the Platform, the User undertakes to conduct activity on the Platform in accordance with all applicable laws and obtain any licenses for itself as may be applicable at its sole cost.

a. Simulated FOREX Trading Rights and Obligations

The User is granted the right to perform simulated trades on the Platform, representing the foreign exchange market ("**FOREX**"), or other financial markets through their Master Account (hereinafter referred to as "**FOREX Trading**"). The User acknowledges and understands that the Master Account, along with all trading strategies and actions undertaken within it, remain the property of the Company and agrees to maintain confidentiality of all the activities conducted within the Master Account.

The User acknowledges that the Company reserves the right to assess and determine whether the User's FOREX Trading activities realistically reflect the operation of real financial markets.

The User further acknowledges that if the User's performance in the simulated environment on the Platform meets the criteria set out by the Company, the Company may, at its sole discretion, issue rewards to such User as outlined in section 5 (f) below. Any deviation in FOREX Trading from the criteria set by the Company may result in the User's ineligibility to receive rewards, and may also lead to the termination of this Agreement and the Master Account.

b. User Discretion and Trading Conduct Policies in FOREX Trading

The Company shall not provide any instructions or guidance to the User regarding the methods or strategies used in FOREX Trading. The User has full discretion in determining how they perform on the Platform, provided they comply with the Forbidden Trading Practices outlined below. Adherence to these policies, listed below without limitation, is mandatory for the User to remain eligible for any performance-based rewards:

- Not exceed nor breach any of the rules mentioned in the Terms of Use and Terms & Conditions based on the User's account type.
- If the Master Account hits a stop loss level and, due to slippage or any other market conditions, exceeds the thresholds of the daily loss limit or the maximum loss limit, the Company shall not be liable for any resulting losses. Among other measures, the Company may, at its sole discretion, terminate the User's Master Account
- The Master Account must not be inactive for more than thirty (30) calendar days, whether consecutive or not. For clarification, "inactive" refers to the absence of any executed simulated trades.
- Any additional rules and policies that may be established by the Company from time to time, and published on the Platform.
- Not engage in any prohibited trading practices or toxic trading behavior, as specified in this Agreement (more specifically, section c below), the Terms of Use, Terms & Conditions, and other Documents, from time to time.

c. Forbidden trading practices and toxic trading behavior

Although all trading activity on the Platform is simulated and does not involve real assets, Users are required to conduct their trading activity in full compliance with all federal, state, and/or provincial securities laws (including, without limitation, prohibitions on insider trading), as if engaging in actual securities trading. In line with this expectation, the following trading practices and toxic trading behaviors are prohibited on the Platform (collectively, the "**Forbidden Trading Practices**"):

- Any FOREX Trading activity that includes gap trading, high-frequency trading, toxic trading flow, server spamming, latency arbitrage, hedging, long short arbitrage, reverse arbitrage, tick scalping, server execution manipulation, one-sided betting, DCA (dollar-cost averaging), and opposite account trading are all prohibited methods. Additionally, copy trading or account management by a third-party vendor will result in immediate termination of the User's Master Account.

While the use of a third-party expert advisor is permitted, it must solely serve as a trade or risk management tool. The use of any other third-party expert advisor is strictly prohibited and will be considered a violation of this Agreement, resulting in the forfeiture of any rewards the User may be eligible to receive from the Company.

The User is further required to trade responsibly and must not exploit the Platform by executing trades without adhering to market-standard risk management principles, including, but not limited to, the following prohibited practices: (i) opening substantially smaller or larger position sizes compared to the User's typical trades, either on this account or any other account held by the User, or (ii) intentionally trading during news events.

the Company reserves the exclusive right to determine, at its sole discretion, whether any trades, practices, strategies, or actions constitute Forbidden Trading Practices.

- Excessive Risk-Taking (Over-Leveraging): Engaging in trading activity that involves disproportionately high levels of risk relative to the User's simulated capital or stated risk tolerance within the Platform. This includes, but is not limited to, the use of excessive leverage that results in overexposure or full margin utilization, thereby amplifying both potential gains and losses.
- Gambling: FOREX Trading driven by emotional impulses rather than rational analysis, which resembles gambling behavior. Such behavior may lead to impulsive trades, substantial losses, or addictive tendencies resulting in adverse trading outcomes. The User's maximum permitted loss on any single trade must not exceed three percent (3%) of the account size (Plus model excluded). For purposes of this rule, splitting a single trade into multiple positions shall be treated as one (1) single trade.
- Overtrading: Engaging in excessive trading activity by continuously entering and exiting trades without a defined strategy or rational basis, leading to reduced profitability and potential emotional exhaustion.
- High-Frequency Trading (HFT): Engaging in excessively rapid trading activities that increase market volatility, and may result in significant losses.
- Arbitrage: All forms of arbitrage are considered toxic trading practices due to the absence of a legitimate underlying , strategy, rationale, or economic purpose. The following is a non-exhaustive list of common arbitrage strategies:
 - Hedge Arbitrage: Simultaneously entering opposing positions on the same asset with different firms to exploit price differentials.
 - Latency Arbitrage: Exploiting discrepancies in trade execution times across various trading platforms or venues to profit from minor price differences resulting from delays in order processing or data feeds.
 - Poor Money Management: Users who frequently encounter margin calls due to insufficient funds or excessively risky positions demonstrate a lack of risk management, which jeopardizes the stability of their Master Accounts and potentially pose a risk to the firm's overall stability.
 - Behavioral Patterns: Inconsistent trading behaviors, including trading during non-liquid market hours to exploit liquidity shortages, consistently disregarding risk management principles, or making emotionally driven decisions. Such behaviors undermine trading discipline and may adversely impact the User's Master Account.
 - Reverse Trading: Patterns of behavior that suggest reverse trading practices, including risking the full daily loss limit on a single trade, which may indicate coordinated reverse trading between different firms.
 - Copy trading or account management by a third-party vendor is prohibited: The use of a third-party expert advisor is permitted only if it functions solely as a trade or risk manager. The use of any other type of third-party expert advisor is not strictly prohibited.

Furthermore, the User agrees and acknowledges that the Company shall bear no liability for any actions taken by such expert advisor, and all expenses and costs associated with the expert advisor shall be borne exclusively by the

User. The User shall ensure that the expert advisor complies with the terms of this Agreement and the Documents, and any breach by the expert advisor shall be deemed a breach by the User under this Agreement.

d. Consequences for breach

In the event of a breach of any rules outlined in section c above, all open trades on the Platform will be immediately closed, and the User's Master Account will be suspended. Furthermore, the Company reserves the right to terminate this Agreement in accordance with the terms mentioned in this Agreement. The User acknowledges that any violation may result in the forfeiture of simulated profits and may lead to restricted or denied future access to the Platform, at the Company's sole discretion.

If the User is suspected of engaging in any Forbidden Trading Practices or toxic trading behaviors specified in this Clause, the Company may, at its discretion, consider it a violation of the Master Account and a material breach of this Agreement. In response, the Company may take one or more of the following actions: (i) terminate this Agreement, (ii) suspend or permanently restrict the User's access to the Platform, (iii) close or deduct trades, (iv) impose additional restrictions, or (v) reduce leverage on the Master Account.

The Company retains exclusive discretion to determine whether specific trades, practices, strategies, or circumstances constitute Forbidden Trading Practices or Toxic Trading Behaviors, in addition to those explicitly outlined in this Agreement.

e. Acknowledgment.

The User hereby acknowledges and agrees that the Master Account operates solely within a simulated, virtual environment and is designed exclusively for training, evaluation, and educational purposes. The Master Account does not permit or support the execution of real-world trades, nor does it enable the User to engage in actual FOREX trading or interact with live financial markets. All transactions, pricing data, and trade outcomes within the Master Account are entirely fictional and are generated solely for simulation purposes, reflecting hypothetical scenarios rather than real market conditions. The User further acknowledges that any profits, losses, or performance metrics within this simulated environment bear no relation to actual financial results and shall not be construed as predictive of real-world trading outcomes or performance.

6. Right to Remuneration.

6.1. Nature of Rewards: The User, acting as an Independent Contractor, may be entitled to receive a performance-based reward from the Company. Any such reward is calculated based on the User's achieved performance within the Master Account in the simulated trading environment. The Company will assess the User's performance and retains sole discretion to determine if a reward is payable. Under no circumstances shall the Company be liable to issue rewards.

6.2. Reward Calculation: The User's reward is calculated according to the mechanism outlined in the Company's Terms of Use. Such calculations commence from the effective date of this Agreement and continue until its termination or expiration.

6.3. Company Discretion and Modifications: The User acknowledges and agrees that:

a) The Company retains sole discretion to determine whether the User's performance within

the Master Account reflects realistic conditions comparable to real financial market operations.

b) The Company reserves the right to impose additional fees or modify the reward structure at any time, without substantiation or prior notice.

6.4. Data Rights and Usage: The User acknowledges and agrees that any payment or reward under this Agreement is provided in consideration of the User's data, including but not limited to data generated through the user's activities, account performance, and participation within the simulated trading environment.

- The Company shall have the unrestricted right to collect, analyze, store, reproduce, distribute, or otherwise use the User's data for any purpose, including but not limited to:

- a) Research and development,
- b) Improvement of the Platform,
- c) Marketing, analytics, or commercial purposes,
- d) Compliance with applicable laws or regulations.

The User waives any claim or right to compensation, royalties, or restrictions on the Company's use of such data, except for the rewards expressly defined under this Agreement. The Company will use commercially reasonable efforts to anonymize or aggregate the data where required by applicable law but retains full discretion to use the data in its raw or processed form.

6.5. Forfeiture of Rewards: In the event of a breach of this Agreement or closure of the Master Account, the User irrevocably forfeits any right to receive rewards from the Company.

6.6. Independent Contractor Status: For payment purposes, the User is classified as an Independent Contractor under this clause 6.

The User acknowledges that:

- a) There is no employer-employee relationship between the Company and the User.
- b) Rewards or payouts are not wages, salaries, or employment benefits, but represent compensation for independent performance within the simulated trading environment.
- c) The User is solely responsible for all applicable taxes, fees, and contributions related to any rewards received.

In the event of a breach of any of the rules stated in this agreement, which results in the account being closed, the Customer has no right to remuneration.

7. Compliance with general terms

a. Prohibited Activities

In addition to other restrictions mentioned elsewhere in this Agreement. The User agrees not to engage in any activities that contravene:

- i. the operational standards and integrity of real financial markets;
- ii. any applicable laws, regulations, or best practices of the financial industry;
- iii. the Company's current General Terms and Conditions, accessible at <https://app.fundingpips.com/files/terms-and-conditions.pdf>;
- iv. this Agreement;
- v. the Company's Terms of Use, available at <https://www.fundingpips.com/trading-rules>; and
- vi. the Responsible Trading Policy detailed in Annexure A of this Agreement.

b. Risk Assessment and Compliance Monitoring

The Company reserves the right to conduct routine or ad hoc risk and compliance assessments of all Master Accounts to ensure compliance with this Agreement, and to identify any suspicious or prohibited activities, including but not limited to identity theft, unauthorized access, or fraudulent transactions. These assessments evaluate the User's risk profile, trading strategies, and trading behavior, and may occur at intervals determined by the Company, such as monthly, weekly, daily, or any other frequency deemed necessary.

c. Risk Assessment Interviews

The Company may require Users to participate in casual or formal risk assessment interviews to ensure that all trading activities align with Company policies. During these interviews, Users must provide accurate information regarding their trading strategies, behaviors, and account activity as requested by the Company. Refusal or failure to participate in these mandatory interviews may result in the withholding of any performance-based rewards and, if necessary, the termination of access to the Platform pursuant to this Agreement and the Documents.

d. Suspension of Rewards During Assessment

During an active risk assessment, the Company reserves the right to withhold any performance-based rewards until the assessment is satisfactorily completed. This withholding will remain in place until the Company has verified the User's compliance with all applicable policies, terms, and market standards.

e. Consequences of Non-Compliance

Any trading activity that violates the terms and policies outlined above, including fraudulent, prohibited activity, or other Forbidden Trading Practices, will be excluded from eligibility for performance-based rewards under section 5(f) of this Agreement. Additionally, violations grant the Company the right to terminate this Agreement in addition to the right to take further action in response to non-compliance, including but not limited to:

- a. immediate termination of the User's Master Account;
- b. permanent restriction of access to the Company Platform; and
- c. forfeiture of any accrued rewards or benefits.

The User acknowledges and agrees that compliance with this Agreement and all related Documents is a prerequisite for continued access to the Platform. Any breach of these terms may result in the suspension or complete forfeiture of the User's rights and privileges under this Agreement.

8. We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another company or organization. **We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under** this Agreement.

9. You need our consent to transfer your rights to someone else

You may only transfer your rights or obligations under these terms to another person if we agree in writing.

10. Even if we delay in enforcing this contract, we can still enforce it later

Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

11. Which laws apply to this agreement and where you may bring legal proceedings

This Agreement is governed by the laws applicable in the Emirate of Dubai, United Arab Emirates. In case of any disputes in relation to this Agreement, the User agrees to submit to the exclusive jurisdiction of the Dubai Courts (excluding the DIFC courts).

By signing this Agreement, the User undertakes to conduct activity on the Platform in accordance with all applicable law and obtain any licenses for itself as may be applicable at its sole cost.

12. No Class Action

In the event of any dispute arising out of or relating to this Agreement, the User and the Company agree that any legal action or proceeding shall be brought and conducted solely on an individual basis, and not as a class, collective, or representative action. the User hereby waives any right to participate in any class, collective, or representative proceeding against the company. Furthermore, should any court or arbitrator determine that the waiver of class, collective, or representative proceedings is unenforceable, the parties agree that any such class, collective, or representative action shall be resolved through individual arbitration. The arbitrator shall have no authority to consolidate or join the claims of other individuals or parties who may be similarly situated. By entering into this Agreement, the User acknowledges and agree waiving the right to participate in any class, collective, or representative action, whether as a class member or class representative. This clause shall survive the termination or expiration of this Agreement for any reason whatsoever.

13. Conflict of Interest.

The User shall notify the Company of any personal interests in business or other activities seeking financial gain that may conflict with the interests of the Company. The User must promptly inform the Company of any personal business interests or financial activities that could reasonably be expected to conflict with the Company's interests. The Company may define specific restrictions in cases where the User's business interests, affiliations, or activities present a risk to the Company's interests, reputation, or proprietary information. Failure to disclose conflicts of interest may lead to limitations on access to the Platform or other appropriate measures as determined by the Company at its sole discretion.

a. Confidentiality

- The User vows to keep the confidentiality of all information received in connection with this Agreement or in connection with performing simulated FOREX Trading on the Platform. The User shall not copyright, trademark, or patent any byproduct created through his or her relationship with Company unless otherwise agreed upon in writing.
- The User further acknowledges and agrees that any correspondence, communication, or interaction between the Company and the User, regardless of form or medium, shall be considered confidential. This confidentiality extends to all discussions, communications, negotiations, and agreements made between the parties.
- The User agrees not to share or disclose any information exchanged with the Company, particularly on social media or other electronic means. This includes but is not limited to discussions regarding products, services, pricing, payouts, terms of agreement, and any other proprietary or sensitive information.
- This confidentiality clause is based on the legal principle of confidentiality agreements, which protect sensitive information exchanged between parties during the course of their relationship. Violation of this clause may result in legal action and remedies available under applicable law.
- This clause shall survive the termination or expiration of this agreement for any reason whatsoever.

b. **Data Processing.**

The User agrees and acknowledges that Company processes (in an automated manner or by other means through web-based partners and accounts) the personal data of the User in compliance with applicable data protection laws. Also, the User agrees and acknowledges that the Company may collect, process, store, and analyze trading data generated from the User accounts. The User hereby consents to the Company's right to use, monetize, modify, and otherwise exploit this data in any form, provided that it is anonymized and does not reveal personal identifying information. This data, in any processed or derivative format, is and shall remain the intellectual property of the Company. The User waives any rights, claims, or entitlements, including claims to compensation or intellectual property rights, over such data and its usage by the Company. For more details on the processing of personal data, please read our privacy policy available here: <https://app.fundingpips.com/files/privacy-policy.pdf>.

a. **Return of Company Property.**

Upon the Company's request or at any time after the termination of this Agreement, the User agrees to immediately seize access to and use of all Company-provided accounts, information, data, resources, notes, and documents, related to the Company's activities or the Platform, including electronic or other storage media. The User shall promptly return any physical or digital copies of these materials in their possession and acknowledges that creating or retaining copies of any such information is strictly prohibited.

a. **Termination**

In addition to other termination conditions mentioned in this Agreement, this Agreement shall remain in effect for an indefinite period and may be terminated by either party at any time with immediate effect, without notice, by closing the Master Account. Upon termination, the User shall immediately cease all access to and use of the

Platform, and the Company reserves the right to take all necessary steps to safeguard its proprietary information, trading strategies, and other confidential data. Any rights or obligations that, by their nature, extend beyond termination—such as confidentiality, indemnification, and any other protections relevant to the Company's interests—shall remain in full force and effect.

Furthermore, the Company retains the discretion to impose additional measures post-termination to prevent misuse of the Platform or unauthorized access to proprietary information, in alignment with the Company's policies and legal rights

- a. **General**
- b. **Annexures.**

Any annexures attached to this Agreement shall constitute an integral part of this Agreement and shall be fully enforceable as such.

- a. **Amendments.**

The Company reserves the right, at its sole discretion, to modify or replace any portion of this Agreement by posting updates and alterations on the Platform or notifying the User via email. It is the User's responsibility to periodically review the Platform for any changes. The User's ongoing use of or access to our website and the service, following the publication of any revisions to this Agreement or receipt of our email notification, signifies their acceptance of those modifications.

- a. **Taxes**

The Company shall not be liable or responsible for withholding or remitting any taxes on behalf of the User. The User acknowledges that it is their sole responsibility to ensure compliance with all tax obligations applicable to them under relevant laws and regulations. The User agrees to indemnify and hold harmless the Company from and against any claims, liabilities, penalties, or expenses arising from the User's failure to fulfill their tax obligations.

- a. **Relationship**

This Agreement shall not be interpreted to create any form of partnership, membership, employment, and joint venture unless expressly stated in a separate, written agreement.

- a. **Entire Agreement**

This Agreement between the "Company" and the "User" supersedes all prior contracts, agreements, or understandings, whether written or oral, between the parties, which are hereby declared null and void. This Agreement constitutes the entire agreement between the Company and the User, encompassing all previous negotiations, understandings, and agreements.

- a. Acknowledgment and Adherence to Responsible Trading Policy

The User acknowledges that they have read, understood, and agree to adhere to the Responsible Trading Policy set forth in this Agreement. The User agrees to comply with all guidelines, standards, and practices outlined in the Responsible Trading Policy and understands that any failure to adhere to these standards may result, at the sole discretion of the Company and with no right of appeal, in the suspension or termination of their Master Account

and the forfeiture of any performance-based rewards. The User further acknowledges that any use of the Platform constitutes their acknowledgment and acceptance of the Responsible Trading Policy (<https://app.fundingpips.com/files/terms-and-conditions.pdf>).

Electronic Signatures

Nitish Shrestha

(digital representation of the signature)

Nitish Shrestha

Email: nitishshrestha159@gmail.com

March 20, 2025 16:24

Audit trail

March 20, 2025 16:20

Contract is sent to Nitish Shrestha nitishshrestha159@gmail.com

March 20, 2025 16:21

Viewed by Nitish Shrestha

March 20, 2025 16:21

Email address verified Nitish Shrestha nitishshrestha159@gmail.com

March 20, 2025 16:24

Signed by Nitish Shrestha (IP: 99.234.92.132)

March 20, 2025 16:24

Document finalized

ID: f73e1944-8b13-4401-9dc7-c8c788b1ebb7