



## KISIKI CAPITAL GENERAL TERMS AND CONDITIONS

These KISIKI CAPITAL General Terms and Conditions (the “GTC”) govern rights and obligations in connection

with the use of services provided by KISIKI CAPITAL Evaluation Global s.r.o. (the “Services”), offered mainly through the [www.kisikicapital.com](http://www.kisikicapital.com) 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 KISIKI CAPITAL with its registered office at Noble Centre 10<sup>th</sup> Floor, Dar es salaam Tanzania registered in the Commercial Register maintained by Brela, file no. 569168 (“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.

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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 Purchase, 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, Free Trial, KISIKI CAPITAL 2 Phase Challenge and Verification and the 1 phase challenge account.

products; these products may differ in the scope of the Services provided (e.g., by analytical tools available to the Customer). You may use some of the Services within a limited scope and for a limited period free of charge. Completing the Free Trial does not entitle you to access any other Services.

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 KISIKI CAPITAL 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 KISIKI CAPITAL Challenge and the subsequent Verification are met, and possibly other configurations. More detailed information on

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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 KISIKI CAPITAL 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 KISIKI CAPITAL Challenge, or the Services provided

under the KISIKI CAPITAL 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 or the contract (for example, fails to complete the KISIKI CAPITAL Challenge or the Verification), fails to meet the conditions of the KISIKI CAPITAL 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 KISIKI CAPITAL 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 KISIKI CAPITAL Challenge selected by you. Once you make a

selection, it is not possible to change it.

If you are ordering a new KISIKI CAPITAL Challenge, the restrictions specified in this clause 2.8 shall not apply.

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 the Free Trial, the order is completed upon the delivery of the confirmation to your e-mail address, whereby the contract is executed. In the case of the KISIKI CAPITAL Challenge, the order is completed upon the payment of the fee

for the selected option (more on this in clause 3.4), whereby the contract between you and the Provider is executed, the subject of which is the provision of the KISIKI CAPITAL Challenge

and, if the conditions of the KISIKI CAPITAL 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 continues 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 KISIKI CAPITAL Challenge options are in dollars. The fee can also be paid in other currencies that are listed on the Website. If you select any other currency than the dollar, the amount of the fee for the selected option of the KISIKI CAPITAL 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 KISIKI CAPITAL 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 KISIKI CAPITAL 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 KISIKI CAPITAL 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 KISIKI CAPITAL 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 [enquiries@kisikicapital.com](mailto:enquiries@kisikicapital.com). 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. 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.



## 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 UNKNOWNLY 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 KISIKI CAPITAL 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).

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 KISIKI CAPITAL 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 KISIKI CAPITAL 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 KISIKI CAPITAL 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 KISIKI CAPITAL Challenge and Verification accounts on behalf of another user, all whether performed as a professional or otherwise.

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 particular KISIKI CAPITAL 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 contract, or 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 KISIKI CAPITAL Challenge and Verification accounts of one Customer, or accounts of various Customers,

or by combining trading through KISIKI CAPITAL Challenge and Verification accounts and KISIKI CAPITAL

Trader accounts, then the Provider is entitled to cancel all Services and terminate all respective contracts related to any and all Customer's KISIKI CAPITAL 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 KISIKI CAPITAL 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 KISIKI CAPITAL 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 and Trading Platform, 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. KISIKI CAPITAL CHALLENGE AND VERIFICATION

6.1. After paying the fee for the selected option of the KISIKI CAPITAL 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 KISIKI CAPITAL Challenge by opening the first demo trade in the Trading Platform.

**YOU ACKNOWLEDGE THAT,  
BY OPENING THE FIRST DEMO TRADE, YOU EXPRESSLY DEMAND THE PROVIDER  
TO PROVIDE COMPLETE SERVICES. IF YOU ARE A CONSUMER, IT MEANS THE  
COMPLETION OF 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 KISIKI CAPITAL 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 [enquiries@kisikicapital.com](mailto:enquiries@kisikicapital.com) 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.

6.2. In order for the Customer to meet the conditions of the KISIKI CAPITAL Challenge, the Customer must fulfil all of the following parameters at the same time:

6.2.1. the Customer has opened at least one demo trade on at least four different calendar days;

6.2.2. in the course of none of the calendar days during the KISIKI CAPITAL Challenge did the Customer report a loss on any demo trades opened and closed on that

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day, which would exceed the percentage of the initial capital for the respective option as described below:

KISIKI CAPITAL Challenge

Aggressive KISIKI CAPITAL Challenge Swing

in total 5% of the initial capital

in total 10% of the initial capital

in total 5% of the initial capital

6.2.3. at no time during the KISIKI CAPITAL Challenge did the Customer report a loss on any opened and closed demo transactions, which would exceed in total the percentage of the initial capital for the respective option as described below:

KISIKI CAPITAL Challenge KISIKI CAPITAL Challenge

Aggressive KISIKI CAPITAL Challenge Swing

in total 10% of the initial capital

in total 20% of the initial capital

in total 10% of the initial capital

6.2.4. the Customer is in a total profit on all closed demo trades amounting to at least the percentage of the initial capital for the respective option as described below:

KISIKI CAPITAL Challenge

Aggressive KISIKI CAPITAL Challenge Swing

in total 10% of the initial capital

in total 20% of the initial capital

in total 10% of the initial capital

The above parameters are explained in more detail here on the Website.

6.3. If the Customer has met the conditions of the KISIKI CAPITAL 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 KISIKI CAPITAL 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 Provider does not have to evaluate the KISIKI CAPITAL 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 [enquiries@kisikicapital.com](mailto:enquiries@kisikicapital.com) within 6 months of the suspension, otherwise we will terminate the provision of the Services without any right to a refund.

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:

6.5.1. during the Verification, the Customer has opened at least one demo trade on at least four different calendar days;

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6.5.2. 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 the percentage of the initial capital for the respective option as described below:

Verification Verification

Aggressive Verification Swing

in total 5% of the initial capital

in total 10% of the initial capital

in total 5% of the initial capital

6.5.3. 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 the percentage of the initial capital for the respective option as described below:

Verification Verification

Aggressive Verification Swing

in total 10% of the initial capital

in total 20% of the initial capital

in total 10% of the initial capital

6.5.4. Customer is in total profit from all closed demo trades amounting to at least the percentage of the initial capital for the respective option as described below:

Verification Verification Aggressive Verification Swing

in total 5% of the initial capital;

in total 10% of the initial capital

In total 5% of the initial capital

The above parameters are explained in more detail here on the Website.

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

6.6.1. Customer has met the conditions of the Verification specified in clause 6.5;

6.6.2. Customer has not violated these GTC, in particular, the rules of demo trading under clause 5.4; and

6.6.3. Customer has not exceeded the maximum total amount of the capital allocation of USD 400,000 (USD 200,000 for the Aggressive option), individually or in combination, per Customer or per each trading strategy, within the meaning of applicable KISIKI CAPITAL Trader Program agreement, if Customer is already participating in the KISIKI CAPITAL 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 KISIKI CAPITAL Trader program. The Provider

does not have to evaluate the Verification if the Customer has not closed all transactions.

6.7. If during the KISIKI CAPITAL Challenge the Customer does not comply with some of the conditions

specified in clause 6.2.2. or 6.2.3., the KISIKI CAPITAL 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 6.5.2. or 6.5.3., the Verification will be evaluated as unsuccessful, and the Customer will not be recommended as a candidate for the KISIKI CAPITAL Trader program. In such cases, the

Customer's account and Services will be cancelled without refund of fees already paid.

6.8. Provider recommending Customer as a candidate for the KISIKI CAPITAL Trader Program in no way

guarantees Customer's acceptance into the KISIKI CAPITAL Trader Program. The Provider is not

responsible for Customer being rejected by the KISIKI CAPITAL Trader Program for any or no reason.

## 7. KISIKI CAPITAL TRADER

If the Customer is successful in both the Challenge and Verification, the Customer may be offered a contract by a third-party company, in its sole discretion to participate in the KISIKI CAPITAL Trader Program. The terms, conditions, and agreement between the Customer and

a third-party company are strictly between the Customer and the third-party company.

KISIKI CAPITAL Evaluation Global s.r.o. is in no way involved with the KISIKI CAPITAL Trader Program

agreement—or lack thereof—executed between the third-party company and the Customer. The Customer acknowledges their personal data may be shared with a third-party company for purposes of considering offering such a contract.

## 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:

8.5.1. 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;

8.5.2. to circumvent geographical restrictions of availability or any other technical restrictions;

8.5.3. to make copies or back-ups of the Website and other Content;

8.5.4. to reverse-engineer, decompile, disassemble or otherwise modify the Website and other Content;

8.5.5. to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast or use the Services or other Content otherwise than as permitted;

8.5.6. to use automated means to view, display or collect information available through the Website or Services; and

8.5.7. to use any other tools or means the use of which could cause any damage to the Provider.

8.6. 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

11.1. 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.

11.2. Our contact e-mail address is [enquiries@kisikicapital.com](mailto:enquiries@kisikicapital.com) and our contact address is Purkynova

10th Floor Noble Centre Victoria, Dar es salaam Tanzania

## 2. RIGHT TO WITHDRAW FROM A CONTRACT

12.1. If you are a consumer, you have the right to withdraw from a contract without giving a

reason within 14 days of its execution (see clause 2.10 for details on the time of execution

of the agreement). PLEASE NOTE THAT IF YOU START PERFORMING DEMO TRADES

BEFORE THE EXPIRY OF THE SPECIFIED TIME LIMIT, YOU LOSE YOUR RIGHT TO WITHDRAW FROM THE CONTRACT.

12.2. Your withdrawal from the contract must be sent to our e-mail address [enquiries@kisikicapital.com](mailto:enquiries@kisikicapital.com) within the specified time limit. You can use the template form available here to withdraw. We will confirm the receipt of the form to you in text form without undue delay. If you withdraw from the contract, we will refund you without undue delay (no later than 14 days after your withdrawal from the contract) all fees we have received from you, in the same way in which you paid them.

12.3. The Provider is entitled to withdraw from the contract in the case of any breach by the Customer specified in Clause 10. The withdrawal has effect from the day of its delivery to the e-mail address of the Customer or through the Client Section.

### 13. DEFECTIVE PERFORMANCES

13.1. If the Services do not correspond to what was agreed or have not been provided to you, you can exercise your rights from defective performance. The Provider does not provide any guarantee for the quality of the services. You must notify us of the defect without undue delay at our e-mail address or at our address listed in clause 11.2. When exercising the rights from defective performance, you may request that we remedy the defect or provide you with a reasonable discount. If the defect cannot be remedied, you can withdraw from the contract or claim a reasonable discount.

13.2. We will try to resolve any complaint you may lodge as soon as possible (no later than within 30 calendar days), and we will confirm its receipt and settlement to you in writing. If we do not settle the complaint in time, you have the right to withdraw from the contract. You can file a complaint by sending an e-mail to our e-mail address [enquiries@kisikicapital.com](mailto:enquiries@kisikicapital.com).

### 14. CHANGES TO THE GTC

14.1. The Provider reserves the right to change these GTC from time to time with effect for the contract previously entered into by the Customer. The Provider will notify the Customer of the change in the GTC at least 7 days before the change in the GTC is effective, via the Client Section or by e-mail. If the Customer does not agree with the change, the Customer is entitled to reject it. The Customer must do so no later than on the last business day before these changes take effect by sending the rejection to our e-mail address [enquiries@kisikicapital.com](mailto:enquiries@kisikicapital.com).

Upon receiving such rejection, the contract will be terminated. If the Customer does not reject the change, it is considered that the Customer agrees to the new version of GTC.

14.2. If the change offers the Customer a new service or other additional functionalities or this change is solely to their advantage, the Provider can inform the Customer about this change less than 7 days before the effective date of such change, but no later than the day before its effectiveness.

14.3. The Provider will mainly change these GTC for the following reasons:

14.3.1. to introduce new services or products or amend existing services or products;

14.3.2. to reflect legal or regulatory requirements that apply to the Provider;

14.3.3. when the Provider will try to make these GTC easier to understand or more helpful to the Customer;

14.3.4. to adjust the way our Services are provided, particularly if the change is needed because of a change in the way the technology is provided or background processes;

14.3.5. to reflect changes in the cost of running our business.

## 15. OUT-OF-COURT CONSUMER DISPUTE SETTLEMENT

15.1. It is our objective that our customers are satisfied with the KISIKI CAPITAL services; therefore, if

you have any complaints or suggestions, we will be happy to resolve them directly with you and you can contact us at our e-mail address or at our address listed in clause 11.2.

15.2. This section 15.2 applies only to a consumer who is at the same time a Tanzanian resident. The

Tanzania Regulations Authority (Brela), with its registered office at Brela Building, Plot No 11 is responsible for the out-of-court settlement of consumer disputes.

You can also use the platform at the following website to resolve disputes online: <https://www.ec.dollarpa.eu/consumers/odr>.

## 16. CHOICE OF LAW AND JURISDICTION

16.1. Any legal relations established by these GTC or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of the Czech Republic.

Any dispute that may arise in connection with these GTC and/or related agreements will fall within the jurisdiction of the Czech court having local jurisdiction according to the registered office of the Provider.

16.2. The provisions of clause 16.1 do not deprive the consumers of the protection afforded to them by the mandatory laws of the relevant Member State of the Dollarpean Union or any other jurisdiction.

## 17. DURATION AND TERMINATION OF THE CONTRACT

17.1. The contract is concluded for a definite period until the KISIKI CAPITAL Challenge or Verification is passed or failed in accordance with the clause 6.2. or 6.5 respectively.

17.2. The contract may be terminated by either party earlier in accordance with these GTC. The contract terminates automatically and with immediate effect in case the Customer during KISIKI CAPITAL Challenge or Verification does not open at least one demo trade during a period of 30 consecutive days.

17.3. Notwithstanding clause 17.2 the Provider may terminate this contract with cause and immediate effect when the provision of Services under contract would affect the ability of the Provider to adhere to its legal obligations or orders or decisions of a governmental bodies or other regulators

17.4. Either Party may terminate this contract without cause by serving a written notice at least 7 days in advance in accordance with Clause 11 on the other Party.

## 18. FINAL PROVISIONS

18.1. The Provider has not adopted any consumers codes of conduct.

18.2. These GTC constitute the complete terms and conditions agreed between you and the Provider and supersede all prior agreements relating to the subject matter of the GTC, whether verbal or written.

18.3. Nothing in these GTC is intended to limit any legal claims set out elsewhere in these GTC or arising from the applicable law. If the Provider or any third party authorized thereto does not enforce the compliance with these GTC, this can in no way be construed as a waiver of any right or claim.

18.4. The Provider may assign any claim arising to the Provider from these GTC or any agreement to a third party without your consent. You agree that the Provider may, as the assignor, transfer its rights and obligations under these GTC or any agreement or parts thereof to a third party. The Customer is not authorized to transfer or assign the Customer's rights and obligations under these GTC or any agreements or parts thereof, or any receivables arising from them, in whole or in part, to any third party.

18.5. If any provision of the GTC is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. No past or future practice established between the parties and no custom maintained in general or in the industry relating to the subject-matter of the performance, which is not expressly referred to in the GTC, shall be applied and no rights and obligations shall be derived from them for the parties; in addition, they shall not be taken into account in the interpretation of manifestations of the will of the parties.

18.6. The schedules to the GTC form integral parts of the GTC. In the event of a conflict between the wording of the main text of the GTC and any schedule thereof, the main text of the GTC shall prevail.

18.7. Prior to the mutual acceptance of these GTC, the parties have carefully assessed the possible risks arising from them and accept those risks.

## 19. DEFINITIONS, EXPRESSIONS AND ABBREVIATIONS USED

19.1. For the purposes of the GTC, the following definitions shall have the following meanings:

19.1.1. "Client Section" means the user interface located on the Website;

19.1.2. "Content" means 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 other content that may form the Website and the Services (as set out in clause 8.1);

19.1.3. "Customer" means the user of the Services (as set out in clause 1.1);

19.1.4. "Events" means events as set out in clause 5.4.1(f)(I);

19.1.5. "KISIKI CAPITAL Challenge and Verification account" means trading accounts related to trading education courses provided as part of the Services by the Provider;

19.1.6. "KISIKI CAPITAL Trader account" means a trading account, which relates to the KISIKI CAPITAL Trader program provided by a third-party provider;

19.1.7. "Forbidden Trading Practices" means trading practices strictly forbidden while using our Services and are more detailed in Section 5.4 of these GTC;

19.1.8. "GTC" means these General Terms and Conditions of KISIKI CAPITAL;

19.1.9. "Provider" means the provider of certain Services (as set out in clause 1.1);

19.1.10. "Schedules" means Schedule 1 and any other Schedules as applicable, which are part of these GTC;

19.1.11. "Services" means the Provider's services as set out in clauses 1.1 and 1.5;

19.1.12. "Trading Platform" means an electronic interface provided by a third party in which the Customer performs the demo trading; and

19.1.13. "Website" means the website [www.KISIKI CAPITAL.com](http://www.KISIKI CAPITAL.com).

19.2. For the purposes of the GTC and their schedules, the following expressions and abbreviations shall have the following meanings:

19.2.1. "calendar day" means the period from midnight to midnight of the time currently valid in the Czech Republic (Central European (Summer) Time, CE(S)T);

19.2.2. "initial capital" means a fictitious amount that the Customer has chosen when selecting the option of the KISIKI CAPITAL Challenge and which the Customer will use to perform demo trading;

19.2.3. "CZK" means the Czech crown;

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19.2.4. "EUR" means the dollar;

- 19.2.5. "USD" means the United States dollar;  
19.2.6. "GBP" means the British pound;  
19.2.7. "CAD" means the Canadian dollar;  
19.2.8. "AUD" means the Australian dollar;  
19.2.9. "NZD" means the New Zealand dollar; and  
19.2.10. "CHF" means the Swiss franc.

These GTC shall enter into force and effect on 1<sup>st</sup> July 2024

#### SCHEDULE 1

##### OPTIONS OF KISIKI CAPITAL CHALLENGES AND VERIFICATIONS

- KISIKI CAPITAL Challenge or Verification with an initial capital of EUR 10,000 (or the corresponding equivalent: USD 10,000, GBP 10,000, CZK 250,000, CHF 10,000, CAD 15,000 or AUD 15,000)
- KISIKI CAPITAL Challenge or Verification Aggressive with an initial capital of EUR 10,000 (or the corresponding equivalent: USD 10,000, GBP 10,000, CZK 250,000, CHF 10,000, CAD 15,000 or AUD 15,000)
- KISIKI CAPITAL Challenge or Verification Swing with an initial capital of EUR 10,000 (or the corresponding equivalent: USD 10,000, GBP 10,000, CZK 250,000, CHF 10,000, CAD 15,000 or AUD 15,000)
- KISIKI CAPITAL Challenge or Verification with an initial capital of EUR 20,000 (or the corresponding equivalent: USD 25,000, GBP 20,000, CZK 500,000, CHF 20,000, CAD 30,000 or AUD 30,000)
- KISIKI CAPITAL Challenge or Verification Aggressive with an initial capital of EUR 20,000 (or the corresponding equivalent: USD 25,000, GBP 20,000, CZK 500,000, CHF 20,000, CAD 30,000 or AUD 30,000)
- KISIKI CAPITAL Challenge or Verification Swing with an initial capital of EUR 20,000 (or the corresponding equivalent: USD 25,000, GBP 20,000, CZK 500,000, CHF 20,000, CAD 30,000 or AUD 30,000)
- KISIKI CAPITAL Challenge or Verification with an initial capital of EUR 40,000 (or the corresponding equivalent: USD 50,000, GBP 35,000, CZK 1,000,000, CHF 40,000, CAD 60,000 or AUD 65,000)
- KISIKI CAPITAL Challenge or Verification Aggressive with an initial capital of EUR 40,000 (or the corresponding equivalent: USD 50,000, GBP 35,000, CZK 1,000,000, CHF 40,000, CAD 60,000 or AUD 65,000)
- KISIKI CAPITAL Challenge or Verification Swing with an initial capital of EUR 40,000 (or the corresponding equivalent: USD 50,000, GBP 35,000, CZK 1,000,000, CHF 40,000, CAD 60,000 or AUD 65,000)

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equivalent: USD 50,000, GBP 35,000, CZK 1,000,000, CHF 40,000, CAD 60,000 or AUD 65,000)

- KISIKI CAPITAL Challenge or Verification with an initial capital of EUR 80,000 (or the corresponding

equivalent: USD 100,000, GBP 70,000, CZK 2,000,000, CHF 80,000, CAD 120,000 or AUD 130,000)

- KISIKI CAPITAL Challenge or Verification Aggressive with an initial capital of EUR 80,000 (or the

corresponding equivalent: USD 100,000, GBP 70,000, CZK 2,000,000, CHF 80,000, CAD 120,000 or

AUD 130,000)

- KISIKI CAPITAL Challenge or Verification Swing with an initial capital of EUR 80,000 (or the corresponding

equivalent: USD 100,000, GBP 70,000, CZK 2,000,000, CHF 80,000, CAD 120,000 or AUD 130,000)

- KISIKI CAPITAL Challenge or Verification with an initial capital of EUR 160,000 (or the corresponding

equivalent: USD 200,000, GBP 140,000, CZK 4,000,000, CHF 160,000, CAD 240,000 or AUD 260,000)

- KISIKI CAPITAL Challenge or Verification Swing with an initial capital of EUR 160,000 (or the corresponding

equivalent: USD 200,000, GBP 140,000, CZK 4,000,000, CHF 160,000, CAD 240,000 or AUD 260,000)

**“FINANCIAL FREEDOM ACROSS BOUNDARIES”**

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