

# Independent Contractor Agreement – Funded Trader

This Agreement sets out the terms and conditions under which the **Contractor** will provide services to the **Client** (each as identified in the Agreement Details below). The **Agreement Details** form part of the terms and conditions and this Agreement.

## Agreement Details

<b>Client</b>	Funds For Traders
<b>Description of Services</b>	<p><b>Scope:</b> Preparing, constructing and executing trading strategies. Refer to Independent Contractor Agreement Terms and Conditions for the full scope of work.</p> <p><b>Milestones and Payment Terms:</b> Starting on the Effective Date, Contractor will get paid a sum by the client for every task completed. The value of each task will be defined by the Client prior to payment. The payment will be made after approval by the Client, and any commission or transfer fee will be paid by the Contractor.</p>

## Agreement Signing

Each person executing this Agreement as an authorised representative warrants that they are duly authorised to do so (under relevant constituent documents, delegations of authority or otherwise) and declares they are not aware of any fact or circumstance that affects such authority duly given to them. Each person signing this Agreement confirms that the page on which they sign is in a full copy of the document (including any attachments, annexures or schedules).

### Executed as an Agreement

**SIGNED** for and on behalf of **THE CONTRACTOR**:

**SIGNED** for and on behalf of **THE CLIENT**:

*As per Digital Signature*



Signature of authorised representative

Signature of authorised representative – Director

Name: *As per Digital Signature*

Name: Payments Team

## Independent Contractor Agreement Terms and Conditions

It is agreed as follows:

### 1 Defined Terms

The following applies to this Agreement unless the context specifically requires otherwise:

<b>Fees</b>	<p>Fees will be calculated and paid in accordance with the <i>Terms and Conditions – Technology Access and Trader Assessment Program</i> and the <i>Schedule of Assessment Programs and Fees</i>. All amounts paid to the Contractor will include all leave entitlements the Worker(s) are entitled to receive from the Contractor. The Contractor remains solely responsible for all Worker(s) including as set out in clause 8.</p>
<b>Services</b>	<p>The Contractor is engaged by the Client to provide Forex and CFD trading strategy advice and trading strategy preparation and implementation with the aim of successfully satisfying the Funded Trader Criteria (as set out in the <i>Schedule of Assessment Programs and Fees</i>).</p> <p>The Contractor is required to:</p> <ul style="list-style-type: none"> <li>• Prepare Forex and CFD trading strategies to satisfy the Funded Trader Criteria set out in the <i>Terms and Conditions – Technology Access and Trader Assessment Program</i> and the <i>Schedule of Assessment Programs and Fees</i>.</li> <li>• Construct and place representative Forex and CFD trades (<b>Trades</b>) to demonstrate the proper and successful implementation of trading Forex and CFD trading strategies.</li> <li>• Comply with all obligations under this Agreement , the <i>Terms and Conditions – Technology Access and Trader Assessment Program</i> and the <i>Schedule of Assessment Programs and Fees</i>.</li> </ul> <p>The Contractor may be required to provide other services as reasonably requested by the Client in connection with the services described above.</p> <p>The Client may establish rules or requirements which set out accepted or permitted Forex and CFD trading strategies. The Contractor must comply with such rules or requirements. If the Client determines (at its sole discretion) that a Contractor has not complied with such rules or requirements:</p> <ul style="list-style-type: none"> <li>• the Contractor is deemed to forfeit its entitlement to receive any Fees in connection with the Services provided in contravention with such rules and requirements; and</li> <li>• the Client is permitted to withhold Fees indefinitely, instruct the Contractor to immediately stop providing Services and/or immediately terminate this Agreement.</li> </ul>
<b>Worker(s)</b>	<p>Means any person(s) or personnel the Contractor engages or procures (whether formally or informally and in any capacity) to perform the Services for or on its behalf. The Contractor must provide to the Client any details of any such person(s) or personnel that the Client requests and before any such person(s) or personnel perform any Services under this Agreement.</p>

## **2 Appointment**

The Client appoints the Contractor to provide the Services on and from the **Effective Date** (as set out in the Amendment). This Agreement continues until terminated by either party in accordance with the terms of this Agreement.

## **3 Binding terms and conditions**

This Agreement becomes binding on the parties upon the execution (electronic or otherwise) of the Amendment and Exhibit A (Statement of Work) by the Contractor. Each party:

- (a) consents to the use of the electronic signing of this document and receiving this document in electronic or digital form; and
- (b) if signing this document electronically:
  - (i) warrants that they have applied (or their duly authorised representatives or signatories have applied) the electronic signature to this document and any witnessing has occurred in accordance with any relevant laws; and
  - (ii) agrees that such signature is legally effective execution and conclusive as to their intention to be bound by this document.

This Agreement supersedes and replaces any Independent Contractor Agreement entered into by the Contractor and the Client (or a party acting on behalf of the Client) in connection with the Services.

## **4 Provision of the Services**

- (a) The Contractor must provide, and/or procure that the Worker(s) will provide on its behalf, the Services to the Client under the terms of this Agreement:
  - (i) in accordance with all reasonable instructions given by the Client;
  - (ii) in accordance with any rules, standards or requirements set by the Client;
  - (iii) in a thorough, professional, timely and competent manner with the degree of skill, care and diligence expected of a contractor experienced in providing the same or similar services;
  - (iv) in accordance with all relevant work, health and safety legislation and any work health and safety practices or policies of the Client; and
  - (v) so that the Services are fit for their intended purpose.
- (b) The Contractor must not engage and must ensure that its employees or subcontractors do not engage, in conduct that would limit, interfere with or prejudice the proper performance of the Contractor's obligations under this Agreement.
- (c) The Contractor must not engage any person other than the Worker(s) to perform the Services without the Client's prior written consent.
- (d) The Contractor warrants that:
  - (i) it has the expertise in and is in the business of providing the types of services contemplated under this Agreement; and
  - (ii) it has complied and will, for the term of this Agreement and in delivering the Services, comply with all laws applicable to its business operation and the Services, including

without limitation all laws that apply with respect to its employment of its employees and its engagement of its subcontractors, and acknowledges that the Client in entering this Agreement has relied on the Contractor's warranties in this Agreement.

## **5 Location and time for providing the Services**

Unless otherwise agreed by the parties, Contractor may provide the Services at times it determines at its own discretion.

## **6 Fees**

- (a) The Client will pay the Contractor the Fees.
- (b) If requested by the Client, the Contractor must, at the conclusion of each month after the Effective Date, submit to the Client a tax invoice, quoting the Contractor's ABN, VAT Number or other similar identifier (if applicable), in respect of the Services provided by the Contractor during the previous month.
- (c) Where an invoice is required to be issued by the Contractor, the Client will aim to pay the relevant invoiced amounts within 14 days of its receipt, provided that the account is correctly calculated and submitted in accordance with this clause, and subject to any external banking or crypto exchange restrictions.
- (d) The Contractor agrees that the Fees referred to in this clause are the only fees or financial benefits to which the Contractor is or may become entitled to in relation to this Agreement and no additional charges or entitlements may be made or claimed by the Contractor.
- (e) If directed to do so by the Client, the Contractor will sign up to receive the services of a nominated third party services provider for payroll and compliance purposes. The Contractor acknowledges and agrees that payment of Fees may be withheld or delayed until the Contractor has been properly onboarded with such nominee services provider.

## **7 Equipment and utility services**

The Contractor is responsible for providing its own equipment (including all laptops and computer equipment) and arranging its own access to relevant utilities and infrastructure (including electricity, telecommunications and internet) to enable the provision of the Services. The Contractor will not be reimbursed by the Client for all costs associated with this clause.

## **8 Payment of Contractor's employees and subcontractors**

The Contractor warrants to the Client that the Worker(s) and any other personnel of the Contractor approved by the Client to provide the Services are the Contractor's employees or subcontractors.

The Contractor has the sole responsibility for and warrants that it will pay:

- (a) all wages payable to its employees and subcontractors, including the Worker(s);
- (b) any tax (including income tax) payable under any applicable laws with respect to its employees and subcontractors, including the Worker(s); and
- (c) any superannuation contributions, social security contributions, or other equivalent or similar

contributions to pension schemes, payable on behalf of its employees or subcontractors, including the Worker(s), to discharge its obligations under any relevant laws or regulatory requirements.

## **9 Freedom to do other work**

The Contractor may engage in other work and consulting assignments during the term of this Agreement but must first obtain the Client's written approval if such work or consulting assignments are the same or similar to the Services or are to be provided for a company or business that operates in the same industry as the Client. If such work or consulting assignments are for a business directly or indirectly competing with the Client, the Client may reasonably withhold such written approval and the Contractor must not undertake the relevant work or consulting assignments. The Contractor must immediately and fully disclose to the Client any obligation or interest that the Contractor may have at any time during the term of this Agreement that conflicts, or that may conflict, with the Contractor's obligations to the Client. The Contractor is not restricted from undertaking activities that are the same or similar to the Services if the Contractor is engaging in such activities solely for its own benefit.

## **10 No guarantee of work**

The Contractor acknowledges and agrees that the Client is not obliged to instruct the Contractor to provide any minimum volume of Services. The Client may instruct the Contractor to stop or suspend the delivery of Services at any time and the Contractor must comply with any such instruction(s).

## **11 Relationship of the parties**

The relationship between the Client and the Contractor is of a principal and an independent contractor. Nothing in this Agreement constitutes or deems the Contractor or any of its employees or personnel, including the Worker(s), to be an employee, agent, partner or trustee of the Client.

## **12 Indemnity**

The Contractor indemnifies the Client from and against all losses, claims, expenses, damages and liabilities (including, without limitation, any taxes, fees, costs, levies or other imposts) which arise:

- (a) out of any breach of this Agreement by the Contractor or the Worker(s); or
- (b) if any employees of the Contractor, including the Worker(s), are found or deemed to be employees of the Client under any laws (including common law, civil law or under any statute).

## **13 Insurance**

The Contractor must, at its own expense, effect and maintain for the term of this Agreement on its own behalf, and on behalf of the Worker(s) a professional indemnity insurance policy to a minimum value of \$100,000 for any one originating cause for any liability arising from a breach of professional duty, whether owed in contract or otherwise, by reason of any negligent act or omission of the Contractor or the Worker(s) in providing the Services.

## **14 Anti-Money Laundering and Counter Terrorism Financing (AML/CTF) Check**

The Client may require the Contractor and the Worker(s) to undergo or obtain certain checks, including in

respect of police and court records, AML/CTF related matters, bankruptcy or insolvency check, other disqualifications or disciplinary actions and/or professional registers as part of providing the Services. The continuation of this Agreement is conditional on the Client being satisfied that the results of such checks.

## **15 Confidential information**

The Contractor must not, and must procure that the Worker(s) will not, either during or after the term of this Agreement, without the prior consent of the Client, use or disclose, or cause or permit to be used or disclosed, any information that relates to the Services, the Client or its business or activities that are confidential in nature. This includes but is not limited to:

- (a) technical information relating to the goods and services of the Client's business and the business of any other company within the corporate group of the Client, including their operation, manufacture, use or performance;
- (b) all information concerning the business, its methods of operation, marketing and other activities; and
- (c) competitive and financial information concerning the business, which information, whether in the form of trade secrets or otherwise, is not in the public domain.

## **16 Intellectual property**

- (a) The Contractor hereby irrevocably assigns to the Client upon creation all Intellectual Property Rights arising out of the Contractor's performance of the Services. The Contractor acknowledges that, because of the assignments under this clause 16, the Client owns and will own all right, title and interest to such rights.
- (b) The Contractor must procure that its Worker(s) and each of its personnel involved in delivering the Services irrevocably assign to the Client all Intellectual Property Rights arising out of the performance of the Services in the terms set out in paragraph 16(a).
- (c) During and after the term of this Agreement, the Contractor must, and must procure that its Worker(s) and each of its personnel:
  - (i) comply with any request by the Client to execute any document or take any step necessary to transfer ownership of the rights referred to in paragraph (a) to the Client;
  - (ii) deliver into the physical possession and control of the Client all material forms and embodiments (including those stored in electronic or similar media) of the rights referred to in paragraph (a); and
  - (iii) execute any documents and do all things reasonably requested by the Client to obtain, enforce or defend any right referred to in paragraph (a); and
  - (iv) not use or disclose any Intellectual Property Rights except as required to carry out the Services.

The Contractor acknowledges that this clause 16 will remain in full force and effect notwithstanding termination of this Agreement for any reason.

- (d) In this clause 16:

***Intellectual Property Rights*** means:

- (i) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
    - (A) registered and unregistered copyright;
    - (B) inventions (including patents, innovation patents and utility models);
    - (C) confidential information (including the right to enforce an obligation to keep information confidential), trade secrets, technical data and know-how;
    - (D) registered and unregistered designs; and
    - (E) registered and unregistered trade marks;
  - (ii) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
  - (iii) any business name registration;
  - (iv) any domain name registration;
  - (v) any social media account;
  - (vi) any licence or other similar right from a third party to use any of the above;
  - (vii) any applications and the right to apply for registration of any of the above; and
  - (viii) any rights of action against any third party in connection with the rights included in paragraphs (i) to (vii) above, including any right to claim (and retain) any damages and other remedies (including an account of profits) for infringement,
- but excluding moral rights and similar personal rights which by law are non-assignable.

## 17 Moral Rights

In relation to any moral rights that may arise by operation of any relevant copyright laws in respect of any works or other subject matter created by the Worker(s) or any of the Contractor's personnel when delivering the Services to the Client (**Works**), the Contractor must procure that its Worker(s) and personnel (as applicable) as an author of the Works:

- (a) irrevocably and unconditionally consent in writing, to the maximum extent permitted by law (either present or future), to the Client and the Client's Authorised Persons:
  - (i) using, disclosing, reproducing, copying, adapting, publishing, performing, exhibiting, communicating, renting or transmitting any of the Works or any adaptation of any of them (or any part of any of the Works or of any such adaptation) anywhere in the world:
    - (A) in whatever form and in whatever circumstances the Client or the Client's Authorised Persons think fit, including the making of any distortions, additions or alterations to any of the Works, or mutilating or destroying any of the Works, or any adaptation of any of them (or any part of any of the Works or of any such adaptation); and
    - (B) without identifying the Worker(s) or the relevant Contractor personnel (as the case may be) as an author in relation to any of them; and
  - (ii) doing anything or omitting to do anything in relation to any of the Works or any adaptation of any of them (or any part of any of the Works or of any such adaptation) anywhere in the world that would otherwise infringe any moral rights, or any similar

non-assignable, personal rights that the Worker(s) or the Contractor's personnel (as the case may be) might have; and

- (b) acknowledge that their consent applies to all Works, whether created before, on or after the date of signing of their consent.

For the purposes of this clause 17, Company's Authorised Persons means the Client's licensees, contractors, assignees and successors and their licensees, and any other person authorised by any of them.

## 18 Data Protection

- (a) The Contractor consents to the Client (and any of its related bodies corporate) holding and processing data relating it and the Worker(s) for legal, personnel, administrative and management purposes including the processing of any "*personal data*" (including "*data concerning health*" or other "*special categories of personal data*" (as defined in any privacy laws of any country including the *Privacy Act 1988* (Cth) and the *General Data Protection Regulation (Regulation (EU) 2016/679)*) relating to the Contractor and the Worker(s) including, as appropriate:
  - (i) information about a Worker's physical or mental health or condition to monitor sickness and/or absence;
  - (ii) a Worker's racial or ethnic origin or religious or similar beliefs to monitor compliance with equal opportunities legislation;
  - (iii) information relating to any criminal proceedings in which a Worker has been involved, for insurance purposes and to comply with legal requirements and obligations to third parties; and
- (b) The Contractor consents to the Client making such information available to any of its related bodies corporate and those who provide products or services to the Client (such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Client or any part of its business).
- (c) The Contractor consents to the transfer of such information to the Client or its business contacts outside the European Economic Area to further their business interests.
- (d) The Contractor must comply with the Client's data protection policy and relevant obligations under any legislation and associated codes of practice (in any jurisdiction and as relevant to the Services) when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Client.

## 19 Anti-Bribery and Anti-Corruption

- (a) The Contractor must (and where relevant must ensure that the Worker(s)):
  - (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption (***Relevant Requirements***);
  - (ii) comply with the Client's Anti-Bribery Policy, as updated from time to time (***Bribery Policy***);



- (iii) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and the Bribery Policy and will enforce them as needed;
  - (iv) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Contractor (or the Worker(s)) in connection with the performance of this Agreement; and
  - (v) ensure any persons associated with the provision of the Services or other persons who are performing services in connection with this Agreement comply with this clause 19.
- (b) For this clause 19 the meaning of adequate procedures and whether a person is associated with another person is determined in accordance with any Relevant Requirements.

## **20 Termination on notice**

Subject to the Client's right to immediately terminate this Agreement under clause 21, the obligation to provide the Services will end upon either party giving the other party 7 days' notice in writing of the termination of this Agreement.

## **21 Termination for cause**

The Client may terminate this Agreement immediately by notice to the Contractor if:

- (a) the Contractor is in default or breach of this Agreement, the *Terms and Conditions – Technology Access and Trader Assessment Program* or the *Schedule of Assessment Programs and Fees*;
- (b) the Client in its exclusive opinion considers that the Services provided are not of a satisfactory standard;
- (c) the Contractor or the Worker(s) is convicted of a criminal offence involving fraud or dishonesty or an offence which, in the opinion of the Client, affects the Contractor's obligations under this Agreement;
- (d) the Client is not satisfied with the results of any checks obtained under clause 14;
- (e) the Contractor or the Worker(s) conduct themselves in a way tending to bring them or the Client into disrepute; or
- (f) the Contractor or the Worker(s) has a conflict of interest that cannot be resolved to the satisfaction of the Client.

## **22 Consequences of termination**

On termination of this Agreement, for whatever reason, the Contractor must hand over to the Client all materials and information used or produced by the Contractor in relation to the Services and any other property of the Client that is or ought to be in the Contractor's or a Worker's possession, custody or control. Clauses 7, 8, 12, 15, 16 and this clause will continue to apply after termination (for any reason).

## **23 No subcontracting and assignment**

Except as provided for in this Agreement, the Contractor must not, without the prior written consent of the Client, subcontract any obligations under this Agreement. The rights and obligations of each party cannot be assigned, charged or otherwise dealt with and no party will attempt or purport to do so, without the prior written consent of the other party. If the Contractor breaches this clause, the Client is

permitted to terminate this Agreement without notice.

**24 Entire agreement**

This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

**25 Amendment**

No amendment or variation of this Agreement is valid or binding unless made in writing executed by both parties.

**26 Dispute Resolution**

Any dispute, controversy or claim arising out of or relating to this Agreement (including for any purported breach, termination or invalidity), will be settled by arbitration in accordance with the *London Court of International Arbitration Rules (LCIA Rules)* in force at the relevant time of such dispute, controversy or claim. The arbitration will be administered by the *London Court of International Arbitration (LCIA)*. The appointing authority is LCIA. The number of arbitrators is one. The place of arbitration will be London, England. English will be the language used in the arbitral proceedings.

**27 Governing law**

This Agreement is governed by the laws of Saint Vincent and the Grenadines and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.

**28 Illegality**

If any provision or term of this Agreement becomes or is declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement, then such terms or provisions are severed from this Agreement and deemed to be deleted from this Agreement. The remainder of the provisions continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties will negotiate in good faith to amend the modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

**29 Counterparts**

If required, this Agreement may be executed in any number of counterparts. All counterparts together will constitute one instrument.