



# TRADINGHIVE

## Technologies Limited

### **GENERAL TERMS AND CONDITIONS**

Effective from 2026  
January

**ANNEX 1.1**

Classic 2 STEP Challenge With Instant On Demand Daily Payouts Under 60 Seconds 24/7				
Account Type	NewBee	WorkerBee	QueenBee	Applicable to all classic Account Types
<b>Profit share</b>	Traders receive <b>70%</b> of the positive A book PnL	Traders receive <b>80%</b> of the positive A book PnL	Traders receive <b>90%</b> of the positive A book PnL	<b>Profit Target:</b> The Evaluation consists of 2 phases. To successfully complete the <b>first phase</b> , the trader must achieve a profit target of <b>8%</b> of the initial account balance. To successfully complete the <b>second phase</b> , the trader must achieve a profit target of <b>6%</b>
<b>Eval objectives and limits</b>	<b>Maximum loss per trade: 3%</b>	<b>Maximum loss per trade: 3%</b>	<b>Maximum loss per trade: 3%</b>	<b>Maximum daily loss:</b> Limited to <b>5% of the account balance. 4% for WorkerBee and 3% for QueenBee.</b>
<b>Account type:</b>	<b>Netting</b>	<b>Netting</b>	<b>Netting</b>	<b>Cumulative A-book loss limits are set as daily loss limits.</b>
<b>Drawdown type:</b>	<b>Balance based</b>	<b>Balance based</b>	<b>Balance based</b>	<b>Overall loss limit:</b> Capped at <b>10% of the account balance.</b>
<b>Dynamic Leverage on FX majors</b>	<b>Up to 1:50</b> ≤ 100,000 USD - 1:50 ≤ 200,000 USD - 1:30 ≤ 300,000 USD - 1:15 ≤ 400,000 USD - 1:10 ≤ 500,000 USD - 1:5	<b>Up to 1:100</b> ≤ 100,000 USD 1:100 ≤ 200,000 USD - 1:50 ≤ 300,000 USD - 1:25 ≤ 400,000 USD - 1:10 ≤ 500,000 USD - 1:5	<b>Up to 1:200</b> ≤ 100,000 USD 1:200 ≤ 200,000 USD - 1:50 ≤ 300,000 USD - 1:25 ≤ 400,000 USD - 1:15 ≤ 500,000 USD - 1:10	<b>Trading Conditions:</b> All instruments are offered with raw spreads sourced directly from liquidity providers. No artificial markups , no price manipulations are applied to spreads or execution. Swap fees are set to zero.  <b>Commission is charged</b> at USD 15 per one million USD traded per side, resulting in a total round turn commission of USD 30 per one million USD traded. Results to <b>\$3/ LOT(100k USD)</b>
<b>Dynamic Leverage on Gold</b>	<b>Up to 1:30</b> ≤ 300,000 USD - 1:30 ≤ 600,000 USD - 1:20 ≤ 900,000 USD - 1:5 ≤ 1,200,000 USD 1:2 ≤ 1,500,000 USD 1:1	<b>Up to 1:50</b> ≤ 300,000 USD - 1:50 ≤ 600,000 USD - 1:20 ≤ 900,000 USD - 1:10 ≤ 1,200,000 USD 1:5 ≤ 1,500,000 USD 1:1	<b>Up to 1:50</b> ≤ 300,000 USD - 1:50 ≤ 600,000 USD - 1:20 ≤ 900,000 USD - 1:10 ≤ 1,200,000 USD 1:5 ≤ 1,500,000 USD 1:1	Assets other than foreign exchange and gold, such as indices, can be accessed through the cTrader terminal, where their respective trading conditions and dynamic leverage settings are displayed.  <b>Dynamic leverage applies uniformly to all traders, regardless of their experience or Account Type.</b>
<b>Minimum profitable days (only on challenges)</b>  No minimum days at the funded stage.	<b>3 profitable days.</b>  (To count as profitable day Trader needs to make 1% profit of initial balance. Only counts when the balance is equal or higher than the initial balance)	<b>3 profitable days.</b>  (To count as profitable day Trader needs to make 1% profit of initial balance. Only counts when the balance is equal or higher than the initial balance))	<b>3 profitable days.</b>  (To count as profitable day Trader needs to make 1% profit of initial balance. Only counts when the balance is equal or higher than the initial balance)	<b>News trading:</b> Allowed for all categories.  <b>Weekend holding:</b> Allowed for all challenge categories. <b>Not allowed on Funded Accounts.</b>  <b>Copy trading:</b> Permitted during the Challenge phases. <b>Not allowed on Funded Accounts.</b>  <b>No minimum holding time:</b> Positions may be opened and closed at any duration, provided that trading activity remains within all risk limits and does not violate the platform's anti high frequency trading rules.
<b>Consistency Score</b>	<b>No Consistency Score on FundedHive Accounts</b>	<b>No Consistency Score on FundedHive Accounts</b>	<b>No Consistency Score on FundedHive Accounts</b>	<b>Slippage Protection:</b> Slippage up to 10 % of the realized loss is considered normal and is not adjusted. Negative slippage beyond this level, up to 50% will be credited back.

**ANNEX 1.2**

PayFromProfits 2 STEP Challenge With Instant On Demand Daily Payouts Under 60 Seconds 24/7		
Account Type	PayFromProfits 2 STEP Challenge	Applicable to all 2 step PFP Account Types
<b>Profit share</b>	Traders receive <b>80%</b> of the positive A book PnL	<b>Profit Target:</b> The Evaluation consists of 2 phases. To successfully complete the <b>first phase</b> , the trader must achieve a profit target of <b>8%</b> of the initial account balance. To successfully complete the <b>second phase</b> , the trader must achieve a profit target of <b>6%</b>
<b>Eval objectives and limits</b>	<b>Maximum loss per trade:</b> 3%	<b>Maximum daily loss:</b> 5% of the account balance. On Funded it is based on the risk category.
<b>Account type:</b>	<b>Netting</b>	<b>Cumulative A-book loss limits</b> are set as daily loss limits on the funded risk category.
<b>Drawdown type:</b>	<b>Balance based</b>	<b>Overall loss limit:</b> Capped at 10% of the account balance on the challenge phase.
<b>Dynamic Leverage on FX majors</b>	<b>Up to 1:50</b> ≤ 100,000 USD - 1:50 ≤ 200,000 USD - 1:30 ≤ 300,000 USD - 1:15 ≤ 400,000 USD - 1:10 ≤ 500,000 USD - 1:5	<b>Trading Conditions:</b> All instruments are offered with raw spreads sourced directly from liquidity providers. No artificial markups , no price manipulations are applied to spreads or execution. Swap fees are set to zero.  <b>Commission is charged</b> at USD 15 per one million USD traded per side, resulting in a total round turn commission of USD 30 per one million USD traded. Results to <b>\$3/LOT(100k USD)</b>
<b>Dynamic Leverage on Gold</b>	<b>Up to 1:30</b> ≤ 300,000 USD - 1:30 ≤ 600,000 USD - 1:20 ≤ 900,000 USD - 1:5 ≤ 1,200,000 USD 1:2 ≤ 1,500,000 USD 1:1	Assets other than foreign exchange and gold, such as indices, can be accessed through the cTrader terminal, where their respective trading conditions and dynamic leverage settings are displayed.  <b>Dynamic leverage applies uniformly to all traders, regardless of their experience or Account Type.</b>
<b>Minimum profitable days (only on challenges)</b>  No minimum days at the funded stage.	<b>3 profitable days.</b> (To count as profitable day Trader needs to make 1% profit of initial balance. Only counts when the balance is equal or higher than the initial balance)	<b>News trading:</b> Allowed for all categories.  <b>Weekend holding:</b> Allowed for all challenge categories. <b>Not allowed on Funded Accounts.</b>  <b>Copy trading:</b> Permitted during the Challenge phases. <b>Not allowed on Funded Accounts.</b>  <b>No minimum holding time:</b> Positions may be opened and closed at any duration, provided that trading activity remains within all risk limits and does not violate the platform's anti high frequency trading rules.
<b>Consistency Score</b>	<b>No Consistency Score</b> on FundedHive Accounts	<b>Slippage Protection:</b> Slippage up to 10 % of the realized loss is considered normal and is not adjusted. Negative slippage beyond this level, up to 50% will be credited back.

**ANNEX 1.3**

PayFromProfits 1 STEP Challenge With Instant On Demand Daily Payouts Under 60 Seconds 24/7		
Account Type	PayFromProfits 1 STEP Challenge	Applicable to all 1 step PFP Account Types
<b>Profit share</b>	Traders receive <b>80%</b> of the positive A book PnL	<b>Profit Target:</b> The Evaluation consists of 1 phase. To successfully complete the <b>first phase</b> , the trader must achieve a profit target of <b>10%</b> of the initial account balance.
<b>Eval objectives and limits</b>	<b>Maximum loss per trade:</b> 3%	<b>Maximum daily loss:</b> 5% of the account balance. On Funded it is based on the risk category.
<b>Account type:</b>	<b>Netting</b>	<b>Cumulative A-book loss limits</b> are set as daily loss limits on the funded risk category.
<b>Drawdown type:</b>	<b>Balance based</b>	<b>Overall loss limit:</b> Capped at 10% of the account balance on the challenge phase.
<b>Dynamic Leverage on FX majors</b>	<b>Up to 1:50</b> ≤ 100,000 USD - 1:50 ≤ 200,000 USD - 1:30 ≤ 300,000 USD - 1:15 ≤ 400,000 USD - 1:10 ≤ 500,000 USD - 1:5	<b>Trading Conditions:</b> All instruments are offered with raw spreads sourced directly from liquidity providers. No artificial markups, no price manipulations are applied to spreads or execution. Swap fees are set to zero.  <b>Commission is charged</b> at USD 15 per one million USD traded per side, resulting in a total round turn commission of USD 30 per one million USD traded. Results to <b>\$3/LOT(100k USD)</b>
<b>Dynamic Leverage on Gold</b>	<b>Up to 1:30</b> ≤ 300,000 USD - 1:30 ≤ 600,000 USD - 1:20 ≤ 900,000 USD - 1:5 ≤ 1,200,000 USD 1:2 ≤ 1,500,000 USD 1:1	Assets other than foreign exchange and gold, such as indices, can be accessed through the cTrader terminal, where their respective trading conditions and dynamic leverage settings are displayed.  <b>Dynamic leverage applies uniformly to all traders, regardless of their experience or Account Type.</b>
<b>Minimum profitable days (only on challenges)</b>  No minimum days at the funded stage.	<b>3 profitable days.</b> (To count as profitable day Trader needs to make 1% profit of initial balance. Only counts when the balance is equal or higher than the initial balance)	<b>News trading:</b> Allowed for all categories. <b>Weekend holding:</b> Allowed for all challenge categories. <b>Not allowed on Funded Accounts.</b> <b>Copy trading:</b> Permitted during the Challenge phases. <b>Not allowed on Funded Accounts.</b> <b>No minimum holding time:</b> Positions may be opened and closed at any duration, provided that trading activity remains within all risk limits and does not violate the platform's anti high frequency trading rules.
<b>Consistency Score</b>	<b>No Consistency Score</b> on FundedHive Accounts	<b>Slippage Protection:</b> Slippage up to 10 % of the realized loss is considered normal and is not adjusted. Negative slippage beyond this level, up to 50% will be credited back.

**ANNEX 1.4**

InstantGrowth Account With Instant On Demand Daily Payouts Under 60 Seconds 24/7		
Account Type	InstantGrowth Account	Applicable to all InstantGrowth Account Types
<b>Profit share</b>	Traders receive <b>80%</b> of the positive A book PnL	<b>Scaling Target:</b> 6% of the initial account balance
<b>Eval objectives and limits</b>	<b>Maximum loss per trade:</b> 2%	<b>Maximum daily loss:</b> No Daily loss limit
<b>Account type:</b>	<b>Netting</b>	<b>Cumulative A-book loss limit is set to 6%</b> of the initial account balance.
<b>Drawdown type:</b>	<b>Balance based</b>	<b>Overall loss limit:</b> Capped at <b>6%</b> of the account balance on the challenge phase.
<b>Dynamic Leverage on FX majors</b>	<b>Up to 1:50</b> ≤ 100,000 USD - 1:50 ≤ 200,000 USD - 1:30 ≤ 300,000 USD - 1:15 ≤ 400,000 USD - 1:10 ≤ 500,000 USD - 1:5	<b>Trading Conditions:</b> All instruments are offered with raw spreads sourced directly from liquidity providers. No artificial markups , no price manipulations are applied to spreads or execution. Swap fees are set to zero. <b>Commission is charged</b> at USD 15 per one million USD traded per side, resulting in a total round turn commission of USD 30 per one million USD traded. Results to <b>\$3/LOT(100k USD)</b>
<b>Dynamic Leverage on Gold</b>	<b>Up to 1:30</b> ≤ 300,000 USD - 1:30 ≤ 600,000 USD - 1:20 ≤ 900,000 USD - 1:5 ≤ 1,200,000 USD 1:2 ≤ 1,500,000 USD 1:1	Assets other than foreign exchange and gold, such as indices, can be accessed through the cTrader terminal, where their respective trading conditions and dynamic leverage settings are displayed. <b>Dynamic leverage applies uniformly to all traders, regardless of their experience or Account Type.</b>
<b>No Minimum profitable days (only on challenges)</b>  No minimum days at the funded stage.	<b>0 day required</b> <b>Scale from a single trade when reaching the 6% scaling target</b>	<b>News trading:</b> Allowed for all categories. <b>Weekend holding:</b> Not allowed on Funded Accounts. <b>Copy trading:</b> Not allowed on Funded Accounts. <b>No minimum holding time:</b> Positions may be opened and closed at any duration, provided that trading activity remains within all risk limits and does not violate the platform's anti high frequency trading rules.
<b>Consistency Score</b>	<b>No Consistency Score</b> on FundedHive Accounts	<b>Slippage Protection:</b> Slippage protection does not apply to funded accounts. Funded accounts operate under real A Book execution where slippage is a natural and unavoidable part of live market trading.

## ANNEX 2

### PayFromProfits Accounts

- 1.1. **The 2-step PayFromProfits Challenge** (Funded fee can be paid from profits in low, moderate, medium and high risk as detailed)
- 1.2. Under the **PayFromProfits model**, the **User will pay a small Access Fee instead of a full Challenge Fee upfront**. Upon successful registration and payment of the Access Fee, the User will receive login credentials for the trading Portal via the email address provided during registration. The User activates the Challenge by opening the first trade through the Portal.
- 1.3. There is no strict time limit to complete each Phase. Upon successful completion of Phase One, the User must pay the next Access Fee to unlock Phase Two. If the User does not complete the payment for Phase Two within Fourteen (14) calendar days after passing Phase One, access to continue the Challenge will be forfeited.
- 1.4. **No Consistency or Equity-Based Drawdown Rules!** We do not apply any form of consistency rule or equity-based drawdown to our Challenges. Users are free to trade in any style they choose, provided they follow the general trading rules, without restrictions on lot size distribution, trading frequency
- 1.5. If the **User passes both Phase One and Phase Two** and meets all Challenge conditions outlined in Annex 1, the User will become **eligible to purchase a Funded Account**. The price of the Funded Account is determined based on the User's risk management performance during the evaluation process.
- 1.6. If the User does not meet the conditions of the Challenge or fails any Phase, the Challenge will be considered unsuccessful. **No refund of Access Fees will be made for unsuccessful challenges.**
- 1.7. The **Access Fees are intended to cover real operational expenses**, including but not limited to **trading platform access, liquidity provider connection, account maintenance, and portal services**. Access Fees do not contribute toward the **Funded Account Fee**, which **becomes payable only after successful completion of both Phases**.
- 1.8. **Payment of Funded Account Fee from Profits** For Pay After Challenge accounts, the User has the option to pay the funded account fee directly from profits generated during the funded stage. The applicable terms are as follows:
  - **Low Risk and Moderate Risk** accounts: 100% of the funded account fee may be paid from profits.
  - **Medium Risk** accounts: 50% of the funded account fee may be paid from profits, with the remaining 50% payable upfront before the funded account is issued.
  - **High Risk** accounts: 50% of the funded account fee may be paid from profits, with the remaining 50% payable upfront before the funded account is issued.Where applicable, the funded account fee will be deducted from the User's profit share before any payouts are made. The deduction will be applied only once, and no further payment for the funded account will be required thereafter.
- 1.9. **After successful completion of both Challenge Phases under the PayAfterPass model, the Automated A-Book Dealing System (AADS) will determine the Funded Account fee based on the trader's risk behavior and performance throughout the evaluation. Once the challenge is passed, traders will be categorized by the AADS into one of the following Risk Groups:**

#### Low Risk Group

- All trades must have been **opened and closed with a Stop Loss** in place. (Opening maximum 20 seconds)
- **Maximum loss per trade must not have exceeded 1 percent** of initial balance during the evaluation phases.
- **Maximum daily loss must not have exceeded 2 percent** of the previous day's closing balance.
- **Maximum overall drawdown must not have exceeded 5 percent** of the initial balance.
- Traders in this category will be offered the **lowest Funded Account fee** as a reward for maintaining strict risk management discipline.

- **Highest Leverage:** For traders following strict risk management rules, verified strategies, and consistent performance. This category offers the maximum available leverage while maintaining tight risk controls.
- **Funded fee is 100% paid from profits**

#### Moderate Risk Group

- All trades must have a **set Stop Loss before the trade is closed**.
- **Maximum loss per trade must not have exceeded 1.5 percent** of initial balance during the evaluation phases.
- **Maximum daily loss must not have exceeded 3 percent** of the previous day's closing balance.
- **Maximum overall drawdown must not have exceeded 6 percent** of the initial balance.
- Traders in this group will receive a **slightly higher Funded Account fee** reflecting moderate but acceptable risk management.
- **High Leverage:** Suitable for experienced traders with a solid track record who take calculated risks. This category provides high leverage with slightly more flexibility in trading styles.
- **Funded fee is 100% paid from profits**

#### Medium Risk Group

- **Stop Loss is not mandatory** for every trade in this category.
- **Maximum loss per trade must not have exceeded 2 percent** of initial balance during the evaluation phases.
- **Maximum daily loss must not have exceeded 4 percent** of the previous day's closing balance.
- **Maximum overall drawdown must not have exceeded 7 percent** of the initial balance.
- Traders in this group will be assigned a **higher Funded Account fee** reflecting more aggressive trading behavior.
- **Medium Leverage:** Designed for traders with moderate risk tolerance. It offers balanced leverage and encourages disciplined trading without exposing the account to extreme volatility.
- **Funded fee is 50% paid from profits**

#### High Risk Group

- **Stop Loss is not mandatory** for this category.
- **Maximum loss per trade must not have exceeded 3 percent** of initial balance during the evaluation phases.
- **Maximum daily loss must not have exceeded 5 percent** of the previous day's closing balance.
- **Maximum overall drawdown must not have exceeded 10 percent** of the initial balance.
- Traders categorized in this group will be offered the **highest Funded Account fee**, reflecting high-risk trading behavior.
- **Low Leverage:** For high-frequency or aggressive trading styles where the probability of larger drawdowns is higher. Leverage is limited to help protect account integrity and ensure sustainability.

The final categorization is determined solely based on the trader's recorded activity during both evaluation phases.

#### Accidental Trade Safety Threshold Rule (Pay From Profits Accounts)

On Pay From Profits accounts, a safety threshold is applied to protect traders from genuine execution errors. If a position is opened unintentionally and fully closed within 10 seconds without a stop loss, the system will not classify the action as a trading mistake and no risk group change will be applied. This tolerance exists strictly to cover accidental clicks or execution errors and must not be used as part of any trading strategy. Abuse of this threshold may result in the rule being disregarded for the affected account.

FundedHive will actively monitor all funded accounts to ensure compliance with the assigned risk parameters. If a trader exceeds the risk limits of their current category, their funded account will be **paused immediately** and

all open positions will be **automatically closed** without prior notice. To resume trading, the trader must pay the difference in Funded Account Fee corresponding to the higher risk category they have shifted into. Maintaining disciplined risk behavior is essential to protect both the trader and the long-term stability of the Hive.

PayFromProfits 2 Step prices					
Account size	Access Fee	Low Risk (100% from profits)	Moderate Risk (100% from profits)	Medium Risk (50% from profits)	High Risk (50% from profits)
\$200K	\$199 200% refundable fee*	1% Funded fee	2% Funded fee	2.5% Funded fee	3% Funded fee
\$100K	\$99 200% refundable fee*	1% Funded fee	2% Funded fee	2.5% Funded fee	3% Funded fee
\$50K	\$75 200% refundable fee*	1% Funded fee	2% Funded fee	2.5% Funded fee	3% Funded fee
\$25K	\$49 200% refundable fee*	1% Funded fee	2% Funded fee	2.5% Funded fee	3% Funded fee
\$10K	\$19 200% refundable fee*	1% Funded fee	2% Funded fee	2.5% Funded fee	3% Funded fee
\$5K	\$9 200% refundable fee*	1% Funded fee	2% Funded fee	2.5% Funded fee	3% Funded fee

PayFromProfits 1 Step prices					
Account size	Access Fee	Low Risk (100% from profits)	Moderate Risk (100% from profits)	Medium Risk (50% from profits)	High Risk (50% from profits)
\$200K	\$399 200% refundable fee*	1% Funded fee	2% Funded fee	2.5% Funded fee	3% Funded fee
\$100K	\$249 200% refundable fee*	1% Funded fee	2% Funded fee	2.5% Funded fee	3% Funded fee
\$50K	\$149 200% refundable fee*	1% Funded fee	2% Funded fee	2.5% Funded fee	3% Funded fee
\$25K	\$99 200% refundable fee*	1% Funded fee	2% Funded fee	2.5% Funded fee	3% Funded fee
\$10K	\$39 200% refundable fee*	1% Funded fee	2% Funded fee	2.5% Funded fee	3% Funded fee
\$5K	\$19 200% refundable fee*	1% Funded fee	2% Funded fee	2.5% Funded fee	3% Funded fee

**\*Fee:** 200% refundable fee upon passing the challenge paid in Hive Coins that can be used to buy more challenges. Hive coins can be used to cover maximum 50% of the Challenge price. The Funded Account price is calculated based on the selected funded capital amount and the trader's assigned risk category after passing challenge phases.

**\*\*NO UPFRONT FUNDED FEE:** Funded account access without upfront payment is strictly limited to traders who qualify under the Low Risk or Moderate Risk categories after successfully completing Phase Two. In such cases, the Funded Account Fee will be automatically deducted from the trader's first profit payout(s).

## **ANNEX 2.1**

### **InstantGrowth Accounts**

InstantGrowth is a performance based instant growth challenge program that allows traders to scale their simulated capital step by step using simulated profits only. The following rules define how the system operates, how traders progress, and what conditions must be respected to stay eligible for scaling.

#### **1. Overview**

InstantGrowth provides traders with immediate access to demo trading accounts starting from \$10,000. There are no waiting times, or phases. Each trader can scale their account up to \$1,000,000 by reaching a 6% profit target per level and paying for the next level directly from demo profits.

#### **2. Account Levels and Structure**

- There are 10 levels in the Golden Tower.
- Each level represents a doubling of capital.
- The upgrade fee for each new level equals 2% of the new account balance.
- Instant accounts are netting accounts same as our margin account with Liquidity Providers.
- From level 2 the fee is always paid from profits generated in the previous level.

#### **3. Profit Target**

- The profit target for every level is 6% of the initial balance.
- Once the profit target is reached, traders can withdraw profits and use them to unlock the next level.
- Example: On a \$10,000 account, 6% equals \$600. Since the execution is in A book the margin account is auto-closing the position when the equity reaches the 6% the trader is responsible to make sure his position is closed above the limit.

#### **4. Drawdown and Risk Limits**

- Maximum Drawdown: 6% of the initial balance. (Balance based static)  
Example: On a \$10,000 account, the drawdown limit is \$600.
- Maximum Loss per Trade: 2% of the opening balance.
- Daily Loss Limit: None.
- These rules ensure risk control while maintaining full freedom for the trader.

#### **5. Trading Rules**

1. Risk per Trade: Must not exceed 2% of account balance.
2. No Martingale or Grid Systems: These strategies are prohibited.
3. No Hedging Across Accounts: Opening opposite positions in multiple accounts is forbidden.
4. No Arbitrage or Latency Exploits: Any form of unfair execution advantage will result in disqualification.
5. News Trading allowed
6. No Minimum Trading Days: Traders can reach targets in one trade or over multiple trades.
7. No Consistency Rules: Profit can be earned any way as long as rules are respected.
8. No Time Limit: Traders can take as long as needed to complete each level.

#### **6. Execution Model**

- Level 1: Simulated environment for performance verification.
- Level 2 and above: Live A Book execution through FundedHive's Automated A Book Dealing System (AADS).
- The system activates a 1% exposure buffer before switching between B Book and A Book execution. The trader experiences real market conditions, spreads, and execution.

## 7. Scaling and Growth

After each completed level:

1. Trader reaches 6% target.
2. The system doubles\* the account balance automatically.
3. Trader chooses to withdraw the gains or use profits to pay ~2% for the next level.
4. The process continues up to the \$1,000,000 level. After reaching the 6% target on Level 10, the Tower is completed, and the trader is added to our Hall of Fame section and receives special sponsorship on top of the 6 figure payouts.

\*The account size doubles up to Level 5; from Level 6 onward, the growth becomes proportional.

## 8. Account Breach

An account is considered breached when:

- Account drops below 94% of the initial balance (6% overall drawdown).
- A single trade loses more than 2% of the account balance.
- A book PnL is reaching a maximum 6% loss value without recovering.
- Any rule under Section 5 is violated or any activity mentioned as prohibited in the General T&C's.

## 9. Restart and Reentry

Traders who prefer to start fresh or stopped scaling at a certain level can open a new Level 1 InstantGrowth account at any time by paying the standard entry fee. One user can have a maximum of 6 active InstantGrowth accounts.

## 10. Progression Requirement

All traders who start an **InstantGrowth account** must complete **Level 1** before deciding whether to continue or stop. Level 1 functions as a **B Book evaluation stage** that verifies trading discipline and strategy before granting access to **A Book execution**. Traders are allowed to **stop the tower once after Level 1** and withdraw their available profit, but this option can **only be used one time per user**.

It cannot be used repeatedly or as a strategy to profit continuously from the B Book environment. Any pattern showing intentional use of Level 1 resets for payout farming will result in restriction from future InstantGrowth participation. From **Level 2 onward**, traders can freely choose to **continue scaling or stop** at any milestone, as trades operate under full AADS A Book execution.

## 11. Daily Instant Payout Security Limit

After reaching the 6% scaling target a **daily instant payout limit of \$2,000** applies **exclusively to InstantGrowth accounts**. Traders using InstantGrowth can withdraw up to **\$2,000 per day** through automated smart contract payouts.

The **daily payout limit resets automatically at UTC 00:00**, allowing traders to continue withdrawals the next trading day without interruption.

This rule ensures payout stability, prevents network congestion, and protects Hive smart contracts from potential automated attack vectors while keeping the InstantGrowth ecosystem secure and transparent.

## 12. Refund Policy

Access fees are non refundable once the account is created. Refunds are only available in the event of verified technical failures caused by FundedHive.

## ANNEX 3

# Automated A-Book Dealing System - AADS

## Abstract

The Automated A-Book Dealing System (**AADS**) is a proprietary trade-routing and payout verification engine developed by TradingHive Group to provide **A-BOOK funding** to traders while maintaining institutional-grade risk control and on-chain transparency. **AADS** guarantees that every payout is based on **actual A-Book profits** generated, eliminating the possibility of hidden dealing desk practices and ensuring a transparent trading environment.

## 1. Introduction

Traditional proprietary trading firms often rely on opaque execution models. Traders rarely know whether their orders reach the real market, and payout processes can be delayed or manipulated.

The Automated A-Book Dealing System introduces a **fully automated, rule-based infrastructure** where:



- All funded accounts start with live A-Book execution.
- Switching between A-Book (real market) and B-Book (internal simulation) occurs automatically based on predefined risk thresholds.
- Payout eligibility is determined entirely by **on-chain smart contracts** and **real-time trade analytics**, removing human discretion.
- **A book loss** Real losses in A book (-1% under initial balance) are decreasing the future profits as creating negative A book PnL.
- **B book switch** When an account has a -1% loss under the initial balance, positions are closed and account is switched to B book.
- **Excess B book Profits** After B book trading is activated for real capital risk management, trades opened in B book no longer generate real payouts. To earn real profits again, the account must return to the initial balance, which reactivates A book trading. Extra profits made while in B book can be converted into Hive Coins (Our Utility Token) after the account is closed and can then be used for new account purchases. The final A book PnL reduces how many Hive Coins you are eligible to convert.

## 2. System Architecture

### 2.1 Core Components

1. **Liquidity Layer**  
Direct FIX API connection to Tier-1 liquidity providers delivering raw spreads with no markup, slippage manipulation, or delay.
2. **AADS Execution Engine**  
Real-time order router capable of instant mode-switching between A-Book and B-Book.
3. **Trade Analyzer**  
Proprietary algorithm that tracks balance, equity, floating PnL, and rule triggers on a per-trade basis.
4. **Truth Protocol**  
Blockchain smart contract layer that records key events (mode switches, payouts, NFT certificates) to create an immutable audit trail.

### 2.2 Definitions

- **Initial Balance** – Starting balance of the funded account.
- **Balance** – Adjusted by closed trade results.
- **Equity** – Balance + floating PnL.
- **A-Book** – Real market execution with live capital.
- **B-Book** – Internal execution for risk-mitigation purposes.
- **A book PnL** – Positive PnL realized exclusively in A-Book, net of any previously incurred A-Book losses.
- Consecutive A Book Loss - Means the cumulative A book loss is tied to the daily loss limits. If the daily loss is 5% means the trader can lose 5 times after each other without a single recovery.

## 3. Dynamic Switching Protocol

The Automated A-Book Dealing System continuously monitors every funded account in real time. If an account experiences an **A-Book drawdown greater than 1% below the Initial Balance**, the following automated sequence is triggered:

1. **B-Book Switch & Force Close**  
The system **immediately switches the account from A-Book to B-Book execution**. All open positions are **force-closed** at the current market price to prevent further real-market loss.
2. **B-Book Continuation**  
After the forced closure, **trading may continue** without interruption, but all new orders are executed in **B-Book (demo environment)** where no real capital is at risk.
3. **Recovery Condition**  
The account remains in B-Book until the **Balance is equal to or greater than the Initial Balance**. Once this threshold is reached, the account becomes **eligible to return to A-Book**.
4. **Trader Activation**  
To resume real-market execution, the trader must **log in to the FundedHive dashboard and manually click the "Activate A-Book" button**. This action instantly routes the account back to A-Book and **resets the Balance to the Initial Balance**, ensuring a clean starting point for earning new real profits.
5. If the trader opens new positions and the **floating equity** of these positions reaches a profit level sufficient to **offset the outstanding A Book loss**, the **AADS system** will automatically **close the open positions** at that exact moment to secure the offset amount.

## 4. Profit & Loss Handling

1. **A-Book Loss Recovery**  
The A-Book PnL may become negative if real-market losses occur. Before any withdrawal can be processed, new A-Book profits must first offset this negative amount, bringing the A-Book PnL back to zero and the account balance into positive territory.

## 2. B-Book Profit Offset

Profits generated in B-Book mode are **demo profits** and are not eligible for withdrawal. Once the account recovers to the Initial Balance and returns to A-Book, any accumulated B-Book profits are automatically deducted.

## 3. Automatic Profit Realization

When a trader's floating equity reaches the amount required to cover (a) any outstanding account fee under the Pay After You Pass model, or (b) the A-Book profit realization threshold, the system shall automatically secure the achieved profits by closing open positions. This process is designed to preserve earned profits, prevent equity reversal, and ensure operational stability. The trader acknowledges and agrees that such automatic profit realization may occur without prior notice once the profit condition is met.

## 5. Payout Protocol

- **Instant Verification:**

All payouts are validated by the Trade Analyzer and confirmed by on-chain smart contracts within **60 seconds**.

- **NFT Certificates:**

Every approved payout mints an NFT certificate representing immutable proof of performance.

- **Liquidity Provider Rejection:**

If, within the Automated A-Book Dealing System (AADS), a liquidity provider rejects an A-Book order for any reason, the affected trade will be **immediately force-closed** at the best available price. Should the forced closure result in a realized loss, **the amount of that loss will be credited back to the trader's account balance**, ensuring that the trader is not financially disadvantaged by the liquidity provider's rejection.

## **ANNEX 4**

# **WEB3 ANONYM ACCOUNTS**

## **Terms and Conditions**

### **1. Introduction**

This Annex forms an integral part of the FundedHive Terms and Conditions and applies to all users who participate in the WEB3 Anonym Accounts program. By connecting a Web3 wallet and accessing the program, the user confirms full acceptance of this Annex and all other applicable policies.

The WEB3 Anonym Accounts program is a decentralized access system that provides users with entry to a virtual simulated trading environment. It does not create any financial account or custodial relationship between FundedHive and the user.

### **2. Nature of the Service**

WEB3 Anonym Accounts operate as decentralized access passes. They provide technical access to a simulated trading platform based on on chain identity verification using a self custodial Web3 wallet.

FundedHive does not request, process or store personal identification documents.

FundedHive does not hold, manage or administer user funds.

All blockchain transactions related to the program are executed directly by the user through their own wallet.

### **3. Eligibility and Access**

Access to WEB3 Anonym Accounts is granted through the successful connection of a compatible Web3 wallet such as MetaMask or any wallet based on similar decentralized logic. The wallet address becomes the unique identifier for account access, performance tracking, reward distribution and Smart Contract interactions.

FundedHive does not verify the identity of the wallet owner.

The user is solely responsible for the security of the wallet and private keys.

FundedHive cannot recover wallets, private keys or lost access.

### **4. Compliance Framework**

WEB3 Anonym Accounts do not fall under financial account regulations because FundedHive does not take custody of any user funds. The system operates under the same compliance logic as decentralized wallet providers and blockchain based applications which rely on cryptographic identifiers rather than personal data.

Users conduct all transactions with their own self custodial wallet. FundedHive does not facilitate deposits, withdrawals or storage of assets. Rewards are distributed as digital non financial items such as NFTs or other blockchain based certificates.

### **5. Trading Environment**

The WEB3 Anonym Accounts program grants access exclusively to a simulated trading environment. No real money trading is executed through FundedHive. Prices, execution and performance metrics are virtual and used solely for the purpose of evaluating user strategies and progression within the funding program.

### **6. Rewards and Payout Logic**

Rewards for the WEB3 Anonym Accounts program may include on chain certificates, achievement NFTs or other digital items distributed to the connected wallet. These rewards do not represent ownership, securities, financial instruments or claims on real assets.

If the user becomes eligible for blockchain based profit participation, the transfer is executed directly to the user's wallet through Smart Contract automation. The user is responsible for gas fees when claiming or receiving blockchain based items.

### **7. Prohibited Use**

Users may not engage in any of the following activities:

Identity substitution or impersonation of another wallet holder

Unauthorized access attempts to other accounts or Smart Contracts

Multi wallet abuse for manipulation or exploitation of system mechanics

Use of automated systems not permitted in the main trading rules

Any activity that violates applicable law or damages the platform integrity

FundedHive reserves the right to restrict or disable wallet access in case of detected abuse or manipulation.

## **8. Data Privacy**

FundedHive does not collect or store personal data for WEB3 Anonym Accounts. The only data recorded is the public blockchain wallet address and the trading activity within the simulated environment.

The user acknowledges that blockchain transactions are publicly visible on chain and cannot be deleted or altered.

## **9. Liability**

FundedHive is not responsible for any loss resulting from misuse of the wallet, loss of private keys, unavailability of blockchain networks or technical issues related to third party wallet providers.

FundedHive does not guarantee the continuous availability of Web3 networks, Smart Contracts or external blockchain infrastructure.

## **10. Modifications**

FundedHive reserves the right to modify this Annex at any time. Updates will become effective once published on the FundedHive website or official communication channels. Continued use of the WEB3 Anonym Accounts program constitutes acceptance of the updated terms.

## **11. Extended Abuse Protection and Anti Exploitation Rules**

To maintain the integrity, fairness and security of the WEB3 Anonym Accounts program, FundedHive implements an expanded multi layer abuse prevention framework. The following actions are strictly prohibited and may result in immediate suspension, wallet blocking, Smart Contract access restrictions or permanent exclusion from all FundedHive services.

FundedHive authorizes only one anonym account per user, device environment, household, residency, network identity or access location. Any attempt to create, manage or operate multiple anonym accounts through the same physical location, IP range, router, internet provider, WiFi hotspot, mobile network, device fingerprint or browser environment is classified as account multiplication abuse.

FundedHive also prohibits coordinated group based operations where several individuals attempt to manipulate the system through multiple anonym wallets from the same trading location, office, shared space or online workspace. Any organized attempt to use anonym accounts collectively to gain unfair advantage will be treated as a severe system integrity breach.

FundedHive prohibits wallet cycling where a user creates multiple Web3 wallets to bypass progression limits, payout rules, failed challenges or behavioural restrictions. Creating, connecting or switching between several wallets to simulate different identities is considered a direct attempt to manipulate Smart Contract mechanics.

Device spoofing, browser emulation, automated clickers, account switching tools, trading automation systems not permitted in the main rules, bot generated interactions or any third party software designed to bypass limitations of anonym accounts are strictly prohibited.

Any form of strategy manipulation such as mirroring trades between several anonym accounts, exploiting latency, copy trading between self controlled wallets, stacking risk across multiple identities, passing accounts in parallel or simulating volume with coordinated entries is considered abuse and results in instant removal of all accounts involved.

FundedHive reserves full discretion to apply advanced behavioural analytics including device fingerprinting, wallet interaction patterns, network consistency checks, geolocation consistency checks, Smart Contract event analysis and progression correlation in order to detect hidden abuse patterns.

If abuse is detected, all involved accounts may be permanently breached, all anonym access removed and all digital rewards revoked. No reinstatement is possible once the system integrity has been compromised.

This extended protection ensures that the WEB3 Anonym Accounts remain fair, transparent and abuse free for legitimate participants.

## **12. Governing Law**

This Annex is governed under the same jurisdiction and dispute resolution provisions as the main Terms and Conditions of FundedHive.

## **ANNEX 5**

# **Hive Coin Whitepaper**

Version 1.0

Document date: 30-12-2025

### **1. Abstract**

Hive Coin is a utility reward mechanism inside the FundedHive ecosystem. It is designed to reward eligible activity through fully automated, rule based issuance and on chain verifiability, while explicitly avoiding any equity, ownership, or financial instrument characteristics. Hive Coin is intended for internal ecosystem utility only.

### **2. Purpose and Design Principles**

Hive Coin exists to align incentives across traders, affiliates, and ecosystem participants while keeping capital protection and transparent accounting as first principles. The design follows five rules. Issuance must be deterministic. Issuance must be automated without manual intervention. Issuance must be traceable on chain. Hive Coin must not represent equity or ownership. Hive Coin must be used for internal ecosystem utility only.

### **3. Hive Coin is Not Equity and Not a Financial Instrument**

Hive Coin does not represent shares, equity, ownership rights, profit rights, or governance rights over the company. Hive Coin is not intended as an investment product, security, or financial instrument. No public value is promised, no appreciation is promised, and no secondary market access is guaranteed. Hive Coin is issued solely as an internal utility reward under predefined conditions.

### **4. Token Utility Inside the Ecosystem**

Hive Coin is designed to provide internal ecosystem utility that can be defined and updated by FundedHive's published rules and product terms. Utility may include internal discounts, internal credits, access perks, fee offsets, loyalty rewards, or other in platform benefits, subject to the applicable terms at the time of use. All utility is discretionary at the product rule level and may be modified to meet compliance, operational, or risk requirements.

### **5. Automated Issuance Framework**

All issuance pathways described in this whitepaper are automated and rule based. Issuance is executed by smart contract logic or an equivalent deterministic on chain process that can be verified through transaction records. There is no manual intervention required to calculate or deliver Hive Coin when eligibility conditions are met.

### **6. B Book Profit Conversion to Hive Coin Policy**

During the funded stage, profits generated from B Book execution may be converted into Hive Coin if the funded account is breached and a final A Book loss can be definitively determined.

Once an account is breached, the system calculates the net result by offsetting the total B Book profits against the final realized A Book losses. The resulting balance represents the net contribution of the trading activity after all real market exposure has been settled.

If the calculated amount is greater than zero, Hive Coin will be minted in an equivalent value and issued directly to the trader's selected wallet address. If the calculated amount is zero or negative, no Hive Coin will be issued.

This mechanism ensures that profitable internal performance is recognized even when external market exposure results in a breach, while maintaining strict capital protection and transparent accounting.

Hive Coin issuance under this mechanism is fully automated, rule based, and executed without manual intervention, ensuring consistency, fairness, and on chain verifiability.

## **7. Challenge Fee Reward Issuance Policy**

Hive Coin may be issued to traders under predefined eligibility conditions as a utility reward linked to challenge participation.

Traders may receive up to 200% of their refundable challenge fee in Hive Coin once the applicable eligibility conditions are met. Hive Coin issued under this mechanism is non cash refundable and is provided solely as an ecosystem reward.

This mechanism does not create any right to cash, does not create any claim on company assets, and does not represent a guaranteed benefit outside the ecosystem.

## **8. Referral and Sales Reward Issuance Policy**

Hive Coin may also be earned through sales and referral activity under predefined conditions.

Eligible participants receive a commission consisting of 10% paid in USD Coin and an additional 10% issued in Hive Coin, calculated based on qualifying sales volume. Qualification criteria, attribution logic, chargeback handling, and payout timing are defined by the applicable affiliate terms in force at the time the activity occurs.

## **9. Web3 Native Checkout Cashback Policy**

Users who purchase accounts through native Web3 checkout using MetaMask and pay exclusively in ETH may receive a 10% cashback issued in Hive Coin.

This cashback is calculated on the purchase value and credited according to predefined conditions. Conditions may include successful on chain settlement, non reversed purchase status, eligibility windows, and any fraud prevention checks required by the system.

Equivalent value means the system uses a predefined conversion basis to translate the net eligible amount into Hive Coin units. The conversion basis is defined in the applicable product terms and can be updated for consistency across versions, provided changes are disclosed and applied prospectively.

## **10. Smart Contract and Automation Overview**

Hive Coin issuance is executed through automated smart contract pathways. The system is designed so that eligibility is computed from authoritative trading and account state inputs, and then the contract mints and distributes Hive Coin to the user's selected wallet address.

Core design goals include deterministic execution, auditable event logs, and minimal trusted manual touch points. Where off chain inputs exist, they are handled through controlled, logged, and reproducible processes to maintain verifiability.

## **11. Wallet Selection and Delivery**

Hive Coin is issued directly to the wallet address selected by the user. If the user does not have a valid wallet address on file, issuance may be delayed until a valid address is provided, subject to the applicable terms.

The system may apply safety checks to prevent issuance to invalid addresses or addresses that fail compliance or risk screening where required by applicable law.

## **12. Limitations and Abuse Prevention**

Hive Coin is not intended to be used to incentivize rule breaches or to encourage behavior that increases real market risk. The B Book profit conversion mechanism exists to recognize net positive contribution after real exposure has settled, not to provide a workaround to account rules.

FundedHive may implement limits such as per account caps, time based eligibility windows, anti abuse detection, duplicate attribution prevention, and disqualification rules for fraudulent or manipulative activity, as defined in the applicable terms.

## **15. Compliance and Risk Disclosures**

Hive Coin is intended solely for internal ecosystem utility and is not offered as an investment product. Regulatory treatment may vary by jurisdiction and may change over time. FundedHive may adjust Hive Coin utility, eligibility, transferability, or issuance pathways to comply with applicable law, platform policies, or operational risk requirements.

Nothing in this whitepaper constitutes legal, tax, or financial advice.

## **16. Change Management**

This whitepaper describes the intended framework at the time of publication. FundedHive may update parameters, eligibility conditions, and technical implementation to improve fairness, security, or compliance. Updates are applied according to published terms and system versioning.

## **17. Summary Statement**

Hive Coin is a rule based, automated, on chain verifiable utility reward designed to strengthen the FundedHive ecosystem. It recognizes eligible trader performance, supports referral and sales incentives, and rewards native Web3 participation, while maintaining strict capital protection and explicitly avoiding any equity, ownership, or financial instrument characteristics.

## **ANNEX 6**

# **SLIPPAGE PROTECTION POLICY**

This Annex forms an integral part of the FundedHive Terms and Conditions and applies exclusively to FundedHive challenge accounts, unless explicitly stated otherwise.

### **1. Purpose of Slippage Protection**

Slippage protection is one of FundedHive's core differentiators. FundedHive does not apply artificial price manipulation, synthetic price feeds, or execution distortions. All prices reflect real market conditions. Because of this, FundedHive introduced slippage protection during challenge phases to ensure that evaluations measure trader skill rather than sudden, uncontrollable execution effects.

The purpose of this policy is fairness. Slippage protection exists to protect traders from excessive negative execution outcomes that do not reflect decision making quality, while preserving the integrity and sustainability of real market execution.

### **2. Definition of Slippage**

Slippage is a natural market phenomenon. Every buy order requires a seller, and every sell order requires a buyer. When there is insufficient liquidity available at a specific price level to fill the requested order volume, the order is executed at the next best available price.

Slippage occurs in all real markets and cannot be fully eliminated or controlled by FundedHive. It can be influenced by volatility, liquidity depth, order size, execution speed, and market conditions, especially during high impact news events or periods of low liquidity.

Slippage can work both against and in favor of a trader. Positive slippage may result in better than expected execution, while negative slippage may increase losses.

### **3. Scope of Application**

Slippage protection applies exclusively to challenge accounts during the Evaluation stages. Unfunded accounts, instant accounts, and funded accounts are exposed to real market conditions and are not eligible for slippage protection. These account types operate under real execution dynamics where slippage is a normal and accepted market behavior and cannot be compensated.

### **4. Normal Slippage Threshold**

FundedHive considers slippage up to 10% of the realized loss on a position to be normal market behavior. Losses within this threshold are not adjusted and remain part of the account's performance calculation.

### **5. Protected Slippage Compensation**

If negative slippage exceeds the normal threshold, the excess loss amount may be credited back to the trading account as a balance adjustment. This adjustment exists solely to ensure that Evaluation results reflect trading decisions rather than abnormal execution conditions. Positive slippage is never removed, reduced, or adjusted under any circumstances.

### **6. Risk Limits, Account Failure, and Deposit Transferability**

If excessive slippage causes a risk group change, reaches the daily loss limit, or results in a failed challenge account, slippage compensation can only be applied while the account is active. If the daily loss limit is reached or the account is failed and therefore no longer active, the protected slippage amount is recorded as a slippage protection deposit.

If the user subsequently purchases a new challenge account, the recorded slippage protection deposit may be transferred to the new account upon request. This transferred amount reduces the effective profit target on the new account by the same value, as part of the Evaluation balance structure.

This mechanism ensures that traders are not penalized for excessive negative slippage while maintaining strict rule enforcement and capital protection across accounts.

## **7. Maximum Protection Limit**

The maximum slippage protection is capped at 50% of the total loss incurred on the affected position. Any loss beyond this limit is considered the result of extraordinary market conditions, including but not limited to high impact news releases, extreme volatility, liquidity gaps, or force majeure global economic events, and cannot be recovered or compensated.

## **8. Limitations and Fair Use**

Slippage protection is not intended to eliminate trading risk, guarantee outcomes, or protect against strategy errors. It exists solely to correct excessive negative execution effects during Evaluations. Abusive behavior, intentional exploitation, or attempts to trigger slippage protection may result in disqualification from compensation and further account restrictions.

## **9. Final Statement**

Slippage is a real market behavior beyond the control of FundedHive. This Annex exists to balance real execution integrity with fair trader evaluation. Slippage protection applies only where explicitly stated and does not alter the fundamental risks associated with trading in live market conditions.

This Annex may be updated to reflect changes in execution infrastructure, liquidity conditions, or regulatory requirements, with updates applied prospectively according to published terms



### Terms of Use

**Effective date: 5th of January 2026**

#### 1. Application of Terms

- 1.1. These terms and conditions (the "**Terms**") form an agreement between FundedHive DAC ("FundedHive") Decentralized Autonomous Corporation, represented by TradingHive Technologies Ltd. (Company License No: CL9878) Address: FintechHive Building, Level 1, Innovation Hub, Dubai International Financial Center, United Arab Emirates.
- 1.2. When this agreement refers to "you" or "your" or "User" it means the individual who uses the Portal, and when it refers to "we", "us" or "our", it means FundedHive DAC (Smart Contract based corporation).
- 1.3. Capitalised terms used in these Terms are set out in Clause 20.
- 1.4. These Terms form part of the documents constituting the FundedHive Rules that govern your access to, and use of, the Portal.
- 1.5. By using the Portal, Users agree to be bound by these Terms.

#### 2. Using the FundedHive Portal

We may offer services through the Portal (the "**Services**"), which may be updated from time to time at our discretion:

##### 2.1. Portal

- 2.2. Users can register for free to the Portal. For the avoidance of doubt, your registration on the Portal is deemed to be your acceptance of these Terms in their entirety.
- 2.3. Through the Portal the Users can access the Evaluation and the User stages (if eligible).
- 2.4. We may offer additional services, content and community features through the Portal from time to time. Such additional features may be subject to additional terms as shall be published through the Portal.

#### 2.5. Linking MetaMask to FundedHive

- 2.5.1. Users must link their MetaMask wallet (**Wallet**) with the Portal in order to access our Services. By linking your Wallet, you agree to the following Terms:
  - 2.5.1.1. You permit FundedHive to interact with your Wallet address for transactions, authentication and account verification purposes;
  - 2.5.1.2. You are responsible for securely managing your Wallet and private keys;
  - 2.5.1.3. You acknowledge full responsibility for any transactions conducted through your timeWallet, and will verify all transactions before approving;
  - 2.5.1.4. You acknowledge that FundedHive does not have access to your private keys, cannot control your Wallet and is not responsible for any unauthorised access and transactions from your Wallet;
  - 2.5.1.5. You acknowledge that FundedHive shall not be liable for any losses, damages, or unauthorised transactions involving your Wallet;
  - 2.5.1.6. You acknowledge and accept all risks associated with blockchain based transactions;
  - 2.5.1.7. You acknowledge that all interactions with FundedHive smart contracts through your wallet are final and irrevocable;

#### Intellectual Property Notice

All content, business models, platform architecture, and service solutions presented by the TradingHive group, including but not limited to proprietary systems, smart contract structures, user processes, and brand concepts, are the exclusive intellectual property of TradingHive Group. These elements are protected by applicable copyright, trademark, trade secret, and other intellectual property laws. Any unauthorized use, reproduction, imitation, or adaptation of these assets, including any attempt to replicate the services, business model, or technological framework, will be considered a violation of our intellectual property rights. Such actions will result in legal consequences.

- 2.5.1.8. You acknowledge that FundedHive provides no warranties or guarantees regarding the accuracy or completeness of smart contracts and other transactions executed via your Wallet;
- 2.5.2. FundedHive reserves the right to suspend or terminate Wallet linking for any reason, including suspected security breaches or misuse.

## 2.6. **Smart Contracts**

- 2.6.1. Users transact with FundedHive through the use of self executing contracts that are coded and stored using blockchain technology (**Smart Contract**). The Smart Contracts that are deployed and managed by the Portal are self-executing upon the fulfillment of predefined conditions. By engaging with our Smart Contracts you confirm your understanding of blockchain technology, smart contract functionality and the risks associated with digital assets. Furthermore, you also agree to the following terms:
- 2.6.1.1. You acknowledge that you are in compliance with applicable laws and regulations, and responsible for the secure storage and management of your private keys;
- 2.6.1.2. You acknowledge that FundedHive deploys Smart Contracts to facilitate transparent automated transactions and agreements;
- 2.6.1.3. You acknowledge that all transactions executed via Smart Contract are irreversible;
- 2.6.1.4. You acknowledge that Smart Contracts involve inherent technological risks including bugs, vulnerabilities, or unintended behaviours;
- 2.6.1.5. FundedHive is not responsible for losses arising from blockchain technology issues, third-party services or user error and makes no warranties or guarantees regarding the uninterrupted or error free operation of Smart Contracts;
- 2.6.1.6. FundedHive will not be liable for direct, indirect, incidental, consequential, or exemplary damages arising from the use of Smart Contracts;
- 2.6.1.7. FundedHive conducts routine Smart Contract audits to identify and mitigate security risks. We retain the right to update or upgrade Smart Contracts to ensure security and optimal functionality;
- 2.6.2. All Smart Contracts deployed by FundedHive are the intellectual property of FundedHive. Unauthorized copying or reuse is prohibited.

## 2.7. **Evaluation**

The Evaluation is a simulated training environment where we evaluate your performance for the opportunity to become a Funded User based on your trades during the Challenge (the "**Evaluation**"). During the Evaluation stage, you will be granted access to certain tools for simulated trading and other ancillary services.

You must have some prior trading experience and an understanding of the Evaluation programs before entering the Evaluation step. The Evaluation step is not intended for those with no prior experience. We encourage you to utilise the educational materials available through the Portal and external sources to enhance your existing knowledge and experience.

In order to successfully complete the Evaluation and become a Funded User, you must fully meet all parameters set out in Annex 1 and all other applicable sections of the Terms and Conditions, complete the onboarding process, and remain in full compliance with the Terms. If any of these requirements are not met, the Evaluation will be deemed unsuccessful and no refund will be issued. You may attempt the Evaluation again by purchasing a new Evaluation for an additional fee.

You acknowledge that any trading that you perform through the Evaluation is entirely simulated and is not real. You also acknowledge that the "funds" provided to you for the Evaluation are fictitious, do not represent any currency, and that you have no right to possess those fictitious funds beyond the scope of their use within the Portal and for the sole purpose of the Evaluation; and in particular that they may not and cannot be used for any actual trading, and that you are not entitled to any payment or other right in or of those funds.

- 2.7.1. The one-time fee for the Evaluation is paid in exchange for allowing you to access the Evaluation and any Services or educational resources provided in connection therewith.
- 2.7.2. You are not entitled to a refund of the fee if, by way of example, and without limitation, you:
- (a) cancel the FundedHive Account or request the cancellation by e-mail;

- (b) terminate the use of the Services prematurely (for example, fail to complete the Evaluation or the User verification process);
  - (c) fail to meet the conditions to become a Funded User; or
  - (d) violate or breach the Terms in any manner.
- 2.7.3. For the avoidance of doubt, neither the one-time evaluation fee or the access fee reflect the fictitious funds made available to the User during the Evaluation.
- 2.8. We reserve 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.
- 2.9. You acknowledge that we have and will retain access to all information about the simulated or demo trades that you perform during the Evaluation. You grant us your express consent to share this information with any persons/entities who are affiliated with us, and you grant us and these persons/entities your consent and authorisation to handle this information as necessary. 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 us. You are aware that we do not provide you with any investment advice or recommendations through your simulated or demo trading or vice versa. Either we or you may suspend your simulated or demo trading at any time.
- 2.10. Becoming a Funded User**
- 2.10.1. If you successfully complete the Challenge and are subsequently onboarded, the Automated A-Book Dealing System (AADS) may, at our sole discretion, grant you Funded User status, allowing you to trade using our trading capital. The detailed description of the **AADS** is set out in **Annex 2** of these Terms and Conditions.
  - 2.10.2. You acknowledge that your personal data may be shared with third parties for the purposes of Transparency of funded certificates or payouts.
  - 2.10.3. It is hereby clarified that when using the Portal, the positions are evaluated and monitored by us, and we may use our discretion as to whether to execute the suggested trades or not. Within the Automated A-Book Dealing System (AADS), **TradingHive Technologies Ltd.** acts solely as a technology and data provider. TradingHive Technologies Ltd. generates and sells **trading ideas and analytical signals** derived from the AADS to **TradingHive Global Brokerage Ltd.**
  - 2.10.4. TradingHive Global Brokerage Ltd. maintains margin accounts with selected prime brokers and liquidity providers using its own funds. Acting solely at its own discretion and risk, TradingHive Global Brokerage Ltd. may elect to execute trades on its own behalf based on trading ideas generated within the platform.
  - 2.10.5. This internal structure ensures a clear separation between (i) the development and licensing of demo trading technology and (ii) the independent decision-making and market execution carried out by TradingHive Global Brokerage Ltd., while providing full transparency within the AADS ecosystem.
  - 2.10.6. You acknowledge that we may request Funded Users to apply specific risk parameters to their trades to accurately assess risk within Your Account.
  - 2.10.7. FundedHive and the funded traders do not maintain any financial or fiduciary relationship. Traders do not receive payouts from any TradingHive affiliated company. All payout amounts are claimed directly by traders from the applicable smart contract according to predefined automated rules. TradingHive entities do not send or manually process trader payouts, and they do not hold or control trader payout balances at any time.
  - 2.10.8. **Dynamic leverage** is used across all accounts as a risk management mechanism that adjusts maximum leverage based on total exposure rather than account balance alone. As exposure increases, allowable leverage is reduced to protect margin requirements, Net Open Position limits, and real A Book execution stability.
  - 2.10.9. The User accepts full responsibility for their actions within the platform.
  - 2.10.10. In the event of any direct misuse or manipulative exploitation of the AADS intended to generate losses for TradingHive Group or its affiliates, the User shall be held fully liable for any resulting damages or losses. In case of multiple consecutive A book losses the risk and leverage can be limited based on the sole decision of TradingHive group.
  - 2.10.11. If an account operated under the Automated **A-Book Dealing System (AADS)** or a **PayFromProfits** model incurs A-Book losses or generates a funded-account fee that has

not yet been fully covered by positive A-Book profits, any remaining balance will be recorded as an outstanding trading balance.

2.10.12. Before a new Funded Account can be issued or a new payout can be made, this outstanding balance simply needs to be cleared through verified A-Book profits or by settlement. In the event of significant negative A book PnL other accounts profits can be frozen as collateral until the balance is positive with A book profits.\

2.10.13. If the **PayFromProfits** funded fee is not fully repaid from the profits generated by the trader, the outstanding amount will be deducted from future payouts of the trader's other funded accounts until the fee is fully settled.

2.10.14. Subject to your compliance with the express Terms and FundedHive Rules, FundedHive grants you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use the Portal through your computer or internet compatible devices for your personal/internal purposes (the "**Licence**"). This Licence is effective until terminated by you or us. Your rights under the Terms will be terminated by FundedHive if you fail to comply with any of the Terms. FundedHive reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using the Portal in any way not expressly authorised by these Terms.

2.11. During the use of the Portal, all activities you carry out should comply with the requirements of any and all Applicable Laws and regulations, these Terms, and all applicable guidelines of FundedHive.

2.12. We reserve the right, in our sole discretion, to deny you access to the FundedHive Website, the Portal, or any part thereof, without notice if we have any reason to suspect or believe that you have not complied with these Terms.

2.13. While we take reasonable steps to ensure that the Portal is available continuously, we do not make any representations or warranties that your access will be uninterrupted, timely, secure or error-free. Your access to the Portal may be suspended without notice in situations of system or network failure, maintenance or repair or any reason beyond our reasonable control.

2.14. All Transactions are processed through the Automated A-Book Dealing System (AADS) and may be subject to delays arising from internal verification or the processes and timelines of Third-Party Service Providers. Only profits generated and verified as **positive A-Book PnL** within the AADS are **eligible for payout**; any B-Book profits or unverified amounts are excluded from withdrawal.

2.15. **B-Book profits** may be converted into Hive Coin if a funded account is breached and final A Book losses can be determined. Net B Book profits will be calculated by offsetting total B Book profits against final A Book losses. If the resulting amount is positive, meaning B Book profits exceed A Book losses, Hive Coin will be minted and issued to the selected wallet address.

2.16. None of the Services provided to you by FundedHive are considered to be investment services in accordance with the Applicable Laws. FundedHive does not give or provide to you any guidance, instructions, or information about how or in which manner you should perform trades when using the Services, or any similar information about the investment tools traded, nor does FundedHive accept any such guidance, instructions or information from you.

2.17. None of the Services constitute investment advice or recommendations. No employees, staff, or representatives of FundedHive are authorised to provide investment advice or recommendations. Should any information or statement of any employees, staff, or representatives of FundedHive be interpreted as investment advice or recommendations, FundedHive explicitly disclaims that the same is investment advice or recommendations and shall not be responsible for them.

### **3. FundedHive Account registration**

#### **3.1. Registration**

3.1.1. All Users must apply for and be granted an account with FundedHive ("FundedHive Account") before using the Portal (the "**Registration Process**").

3.1.2. An applicant may express their intent to be onboarded as a User on the FundedHive Website.

3.1.3. Correspondence for the Registration Process shall be online via the Portal.

3.1.4. Any User intending to register for a FundedHive Account agrees:

(a) to provide personal information as requested during the Registration Process for the purposes of identity verification;

(b) to complete the Onboarding Process; and

(c) to accept these Terms, the Privacy Policy and any other FundedHive Rules as applicable.

- 3.1.5. For the avoidance of doubt, FundedHive may refuse, in its absolute discretion, to open a FundedHive Account for any applicant who does not fulfil the requirements under this Clause 3.1.
- 3.1.6. Users agree that the eligibility criteria may differ between applicants. We may refuse your application for any reason. Unless required by Applicable Law, we shall not give reasons for refusing or accepting an application.

### **3.2. Eligibility and identity verification**

- 3.2.1. By registering for a FundedHive Account, you represent and warrant that:
  - 3.2.1.1. you are of the age of majority in your jurisdiction to conclude a contract;
  - 3.2.1.2. you are opening the FundedHive Account personally in your own name and not on behalf of any entity or person with separate legal personality;
  - 3.2.1.3. you have legal capacity to use the Services under Applicable Laws, and you have full power and authority to carry out the actions contemplated in such transactional documents;
  - 3.2.1.4. you are not declared bankrupt and no application is made to court, or an order is made, for the appointment of an administrator (or equivalent) in relation to your assets;
  - 3.2.1.5. you are not resident in a jurisdiction which prohibits your participation in any of the Services offered through the Portal;
  - 3.2.1.6. you are not contravening any applicable Sanctions;
  - 3.2.1.7. you are not engaged or involved in, or otherwise subject to any Sanctions Proceedings;
  - 3.2.1.8. no Sanctions Proceedings have been threatened or are pending against you and there are no circumstances likely to give rise to any such Sanctions Proceedings against you;
  - 3.2.1.9. you are not:
    - 3.2.1.9.1. a Sanctions Target; and/or
    - 3.2.1.9.2. engaging, or have engaged, in any conduct, operations, transactions or dealings that could reasonably be expected to result in you becoming a Sanctions Target;
  - 3.2.1.10. you have not conducted or engaged, or are not currently conducting or engaging, (in each case directly or, so far as the you are aware, indirectly) in any operations, activities, transactions or dealings with, or for the benefit of, a Sanctions Target; and
  - 3.2.1.11. you are not operating and have no dealings in a Sanctioned Territory, where such operations or dealings contravene applicable Sanctions.
- 3.2.2. In order to approve your registration and open your FundedHive Account, you may be required to provide us with information including but not limited to:
  - 3.2.2.1. identity data such as your full name, date of birth and gender; and
  - 3.2.2.2. contact data such as your address, email address, telephone number.
- 3.2.3. It is your obligation to ensure that all information provided is complete, true, accurate and not misleading at the point of registration. After registration, you must ensure that the information is true, complete, and updated on a timely basis when changed. Should FundedHive suspect that any of the information you provided is incorrect, false, outdated or incomplete, it reserves the right to send you a notice to demand correction, directly delete the relevant information, and, as the case may be, terminate all or part of the Portal. If you do not satisfactorily respond to any such notice to the contact information you provided within thirty (30) calendar days, you will be fully liable for any loss or expense caused to FundedHive during your use of the Portal from the date of the aforesaid notice. You hereby acknowledge and agree that you have the obligation to update all the information if there is any change.
- 3.2.4. By registering a FundedHive Account, you hereby authorise FundedHive to conduct investigations that it considers necessary, either directly or through a third party, to verify your identity or protect you, other Users and/or FundedHive from fraud or other financial crimes, and to take necessary actions based on the results of such investigations.

- 3.3. You must from time to time and promptly upon request provide us with any information we require in order to comply with all relevant laws and regulations, and with our internal Know Your Customer ("KYC") policy (the "KYC Policy").
- 3.4. You must notify FundedHive before, or as soon as possible after, if there is any change to any of the information provided and/or if any of the information provided becomes incorrect, untrue or inaccurate.
- 3.5. You must provide us with copies of any KYC documentation we require without delay.

#### **4. Onboarding Process**

- 4.1. The onboarding process may be conducted by Third Party Service Providers with expertise in KYC services (collectively the "Onboarding Providers") (the "Onboarding Process").
- 4.2. Based on your initial and ongoing usage of the service, you consent to us and/or the Onboarding Providers using methods for identification verification purposes in compliance with our KYC Policy. We and/or our Onboarding Providers may require you to disclose additional documents for verification, based on the assessment of your profile and to conduct a liveness check. Such methods may include you providing a copy of a valid driver's licence, passport or other identification document. The Onboarding Providers in our absolute discretion consider necessary to meet the requirements of our KYC Policy.
- 4.3. You consent to the above verification process and acknowledge that any personal information provided during the Onboarding Process will be handled in accordance with our Privacy Policy.
- 4.4. You understand and accept that the information collected for the Onboarding Process will be assessed and verified by FundedHive and/or our Onboarding Providers. FundedHive and/or our Onboarding Providers may act at their own discretion and have no obligation to explain or justify the rejection of any applicant. The records used to identify and verify persons pursuant to the Onboarding Process will be retained according to all legal requirements and our Privacy Policy.
- 4.5. You accept that any and/or all communication provided for the Onboarding Process may be recorded and kept by us as a record of the information provided by you, including any telephone conversations that you may have with us.
- 4.6. If you fail to complete the Onboarding Process within thirty (30) days from the first date FundedHive responds to your request to begin the Registration Process, FundedHive may, at our full discretion, terminate your FundedHive Account or refuse to process your application.

#### **5. Purchasing your Challenge**

##### **5.1. The User Wallet**

- 5.1.1. A User must link a Metamask wallet that is owned and controlled by them to their FundedHive Account (the "User Wallet").
- 5.1.2. The User agrees that FundedHive will only permit the User to use this User Wallet for any Transactions directly related to the use of the Portal, and that any profits earned by the User shall only be credited to this User Wallet.
- 5.1.3. It is your responsibility to ensure that you have sufficient funds in your FundedHive Account to satisfy any transaction, 'gas', or other fees that are required to send or receive payments.
- 5.1.4. For security reasons, users must not connect or use the wallet address linked to their funded accounts with third party applications, platforms, or services. The wallet connected to funded accounts should be used exclusively for interaction with FundedHive smart contracts. Any security incident, loss, or unauthorized activity resulting from external wallet usage remains the sole responsibility of the user.

#### **6. Details, security and Transactions**

- 6.1. We may rely on software licensed from third parties to operate the Portal ("Third Party Licensed Software"). Any loss of the right to use any of this Third Party Licensed Software could result in delays in the provisioning of our services, which could result in the loss or limiting of our Services or features available in our Services. We shall not be liable for any errors or defects in Third Party Licensed Software or inadequate or delayed support by our third-party licensors that result in errors, delays or failures in our Service.
- 6.2. The FundedHive Account and Portal can only be used by the User named as the registrant of the account. FundedHive reserves the right to suspend, freeze or cancel FundedHive Accounts by persons

other than the account registrant. If you suspect or become aware of any unauthorised use of your FundedHive Account, you should notify FundedHive immediately. FundedHive assumes no liability for any loss or damage arising from the unauthorised access or use of the FundedHive Account by any third party without your authorisation.

- 6.3. You must exercise safe security practices when conducting any Transaction through the Portal and your FundedHive Account. This includes maintaining any security measures we may recommend, including but not limited to virus scanning, downloading anti-spyware software and any similar measures to maintain the security of your devices to protect against any likely threat or unauthorised use of your identity to access or make Transactions through the Portal and your FundedHive Account.
- 6.4. FundedHive assumes no responsibility or liability for any losses sustained by a User in the event of a delayed or failed Transaction. In the event that a User wishes to re-execute such a Transaction it will be required to resubmit the Transaction through the Portal.

## 7. **Transactions**

- 7.1. Using our Trade Analyser software, or any other software that we determine necessary, you agree that we reserve the right to process, cancel, correct, clawback, and/or reverse, any Transactions at any time, even after funds may have been credited or debited to or from your FundedHive Account without prior notice to you if:
  - 7.1.1. we determine, in our sole discretion, that there has been an error in the handling or processing of the relevant Instruction or Transaction. In such circumstances, you undertake to take all steps requested by us in order to assist FundedHive in correcting such error, including, but not limited to, returning proceeds that have been erroneously credited to your FundedHive Account; or
  - 7.1.2. upon the occurrence of abnormal Transactions, market interruption and other abnormal conditions caused by, arising from, or related to system failure, platform system bug(s), network failure, distributed denial of service attacks (DDos) and other hacker attacks and other unexpected factors; or
  - 7.1.3. in response to a subpoena, court order, or other government order; or
  - 7.1.4. if we suspect the Transaction may involve:
    - (a) money laundering, terrorist financing, fraud, or any other type of financial crime; or
    - (b) relate to a prohibited use in accordance with these Terms; or
  - 7.1.5. if required by Applicable Law.
- 7.2. Any profitable trade by a User through the Portal will be automatically assessed for compliance with these Terms, Funded Hive Rules and the parameters of Annex 1:
  - 7.2.1. if such trade is in compliance, then such profits will be immediately credited to the User's FundedHive Account; or
  - 7.2.2. if such trade is not in compliance, then the profits related to such trade will be forfeited or withdrawn from the User's FundedHive Account. For the avoidance of doubt, this will only affect the profits from that non-compliant trade and will not otherwise affect the Challenge or overall loss limit. The User will be notified of such non-compliance at its registered email address.
  - 7.2.3. Users, whether trading as a Funded User or in the course of an Evaluation, are not permitted to hold open positions over the course of a weekend, and must ensure that any and all open positions are closed at the close of market on the last business day of each week.
  - 7.2.4. FundedHive reserves the right, in its sole discretion, to declare a Black Swan Event by notice to the User's registered email address. In the event of such a declaration, all trades made during the Black Swan event (as set out in the notice) shall be declared null and void, and any profits or losses from such trades will be cancelled.
  - 7.2.5. In the event that you wish to dispute a declaration of a Black Swan Event, you may trigger the review process as detailed in the Review Process.
  - 7.2.6. Slippage Protection Policy: Slippage protection is one of FundedHive's core differentiators. Because FundedHive charts and execution are free from artificial price manipulation that often occurs at other firms, we introduced slippage protection on challenge accounts to ensure that Evaluations measure trader skill rather than sudden, uncontrollable market movements.

## **8. Funded Account Payouts**

- 8.1. The minimum payout amount that may be claimed from the smart contract is USD 50. This minimum is established to ensure that the ETH gas fee required to execute the smart contract interaction does not exceed the payout amount.
- 8.2. The payout amount is finalized only after the applicable profit split has been applied and any outstanding account fees or fee related debts have been fully deducted. Payout requests are not permitted while any trading positions remain open on the funded account.
- 8.3. Upon execution of a Payout request from a Funded Account, the Payout amount, as well as FundedHive's profit share are instantaneously debited from the Smart Contract.
- 8.4. Payouts are not subject to any monthly percentage limit. However, for security reasons, the decentralized smart contract applies a **daily withdrawal cap** of USD 1,000 per ERC20 connected wallet address as a protective measure against potential hacking attempts, given the decentralized nature of the payout wallet. To maintain smart contract security and protect Hive liquidity, a daily instant payout limit of **\$1,000 applies to all Classic and PayFromProfits accounts. For Instant accounts, the daily payout limit is USD 2,000** per ERC20 connected wallet address. These limits exist to protect smart contract security and maintain Hive liquidity.
- 8.5. Any profit above this limit remains fully available and can be withdrawn on the following day or in smaller portions until the full amount is received.
- 8.6. The daily payout limit resets automatically at UTC 00:00.
- 8.7. For the maximum daily withdrawal limit to be available for each account, **traders must connect each one to a different ERC20 address from the same MetaMask** or compatible wallet.
- 8.8. If multiple accounts share the same payout address, the \$1,000 daily limit will apply collectively to all connected accounts.
- 8.9. This rule ensures fair usage, network stability, and payout security across all accounts within the Hive ecosystem.
- 8.10. The Payout will automatically be credited to the User Wallet linked to the User's FundedHive Account.
- 8.11. All payouts are made in USD Coin on the ERC20 network. Users are required to maintain a sufficient ETH balance in their connected wallet to cover network gas fees for smart contract interactions. The required ETH amount is typically equivalent to approximately USD 1 to USD 2, depending on current network conditions.

## **9. Termination and Suspension**

### **9.1. Suspension of FundedHive Account**

- 9.1.1. You agree that we may temporarily suspend your FundedHive Account, along with your access to the Portal, in the event of a technical problem until the problem is resolved or at a time FundedHive deems appropriate to resume access.
- 9.1.2. You agree that in the event that:
  - 9.1.2.1. the FundedHive Account is subject to a governmental proceeding, criminal investigation or other pending litigation;
  - 9.1.2.2. we detect unusual activities in the FundedHive Account;
  - 9.1.2.3. we detect unauthorised access to the FundedHive Account;
  - 9.1.2.4. we have reasonable cause to suspect that your FundedHive Account is in violation of Applicable Laws; and/or
  - 9.1.2.5. we are required to do so by order of a court or regulatory authority.

FundedHive shall have the right to immediately suspend your FundedHive Account (and any accounts beneficially owned by related entities or Affiliates), any payment otherwise due to you, freeze or lock the Virtual Assets in all such accounts, and suspend your access to the Portal for any reason and at any time without prior notice to or any consent from you and without assigning any reason for that action. You agree that FundedHive shall not be liable to you for any permanent or temporary modification of your FundedHive Account, or suspension or termination of your access to all or any portion of the Portal. FundedHive shall reserve the right to keep and use the Transaction data or other information related to such FundedHive Accounts. The above account controls may also be applied in the following cases:

## 9.2.

### Involuntary Termination of FundedHive Account

- 9.2.1. We may immediately suspend, limit or terminate your FundedHive Account, along with your access to the Portal, at any time ("**Involuntarily Termination**") as well as void any trades and clawback or withhold any profit on such trades, without prior notice or refund, and refuse to provide access to the Portal to you if:
- (a) the FundedHive Account is subject to any governmental or regulatory proceeding, criminal investigation or other pending litigation;
  - (b) we are required to do so by order of a court or regulatory authority, or otherwise required by any Applicable Law;
  - (c) we suspect your FundedHive Account or the Portal is being used for an unlawful purpose or in a fraudulent, misleading, deceptive, inappropriate or unlawful manner;
  - (d) we decide to discontinue the Portal for any reason or the Portal are discontinued for any reason;
  - (e) you fail to promptly (and in any event within seven (7) calendar days) provide updated, or additional satisfactory KYC documentation if requested by FundedHive;
  - (f) you fail to acknowledge or agree to be bound by any modified Terms and/or any modified Privacy Policy in accordance with Clause 13.1.1 and Clause 13.2.2 of these Terms;
  - (g) you are subject to an Insolvency Event;
  - (h) you are in breach of any of the Terms and/or FundedHive Rules;
  - (i) in our sole discretion, an event of Force Majeure occurs;
  - (j) we reasonably believe that you are or have been convicted or accused of (including any reasonably documented media reports or market rumours on) any breach or violation of criminal, administrative or tax laws in any country or jurisdiction;
  - (k) official investigations (by any competent authority, in particular, but not limited to, any public prosecutors or authority in the field of criminal law, financial regulation or tax agents) against you have been initiated or threatened with respect to any breach or violation of relevant criminal, administrative, financial or tax laws in any jurisdiction;
  - (l) if you lodge an unjustifiable complaint regarding the paid fee or dispute the paid fee with your 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;
  - (m) we believe that you are using your Account for any commercial or marketing purposes (including but not limited to selling services based on teaching others how to pass the Evaluation stage), or makes any defamatory statements or publishes harmful content about FundedHive or the Services, including, without limitation, the unauthorised disclosure or publication of email correspondence or other private communications with FundedHive;
  - (n) we reasonably believe that you are involved with a competing company or if there is a suspicion of a conflict of interest;
  - (o) you have breached any of the following trading rules applicable to the Portal as detailed here (collectively, the "**Trading Rules**"):
    - (1) Use exploitation of price discrepancies or glitches within different markets of similar or identical assets, also known as Arbitrage Trading;
    - (2) Bracketing strategy by opening pending orders around high-impact news. It consists of opening buy and sell stops close to the price before the news;
    - (3) Trade coordination or copy trading with other traders or accounts that falls outside FundedHive's policy from time to time;
    - (4) Expert advisors that are used for high-frequency trading bots or to exploit technical glitches;

- (5) Tick Scalping;
- (6) Hedge Arbitrage Trading;
- (7) Reverse Arbitrage Trading;
- (8) Account sharing or reselling accounts with other individuals or entities;
- (9) Using any software, artificial intelligence, ultra-high speed, or mass data entry which might manipulate, abuse, or give a User an unfair advantage while using the Services;
- (10) Otherwise performing trades in contradiction with how trading is actually performed in the applicable markets, or in a way that establishes justified concerns that FundedHive might suffer financial or other harm as a result of a User's activities;
- (11) Using any instruments that may adversely affect the operation of the Services or that would be intended to misuse any errors, bugs, or other deficiencies of the Services;
- (12) Circumventing geographical restrictions of availability or any other technical restrictions;
- (13) Trading on behalf of others, including but not limited, to sharing any incentives as part of any business arrangement or allowing others to trade on behalf of the registered User through the Portal; or
- (14) Engaging in other conduct which in the sole discretion of the FundedHive, represents uncommercial activity, is intended to game the market, or otherwise is not a viable trading strategy;
- (15) you use our systems to distribute malware or other malicious code, infringe on third party right for privacy, distribute adult content, pornography or child abuse, threaten harm to persons or property or otherwise act in a manner constituting harassment, infringe any third party intellectual property or conduct any other illegal behaviour act or solicit, facilitate or encourage others to do so;
- (16) you used an FundedHive Account without any necessary legal authority to use such an account;
- (17) you concealed your true identity or origin of funds by providing incorrect, incomplete, outdated or misleading data to us;
- (18) you manipulated our systems, or any Third Party Licensed Software, whether manually or through any use of an automated system (e.g. a bot) or any other tool or method which deviated from normal, typical and intended use of such systems;
- (19) you knowingly or unknowingly use trading strategies that exploit errors in our Services, or the services of any Third Party Service Provider, such as errors in display of prices or delay in their update;
- (20) you perform trades using an external or slow data feed;
- (21) you perform trades which under the sole discretion of FundedHive involve highly speculative trading strategies, involving excessive risk-taking beyond the norms observed in standard trading practices; and/or
- (22) your FundedHive Account and use of the Portal remains inactive for a continuous period of three (3) months.
- (23) Reached any applicable loss thresholds, including but not limited to the daily loss limit, the overall loss limit or the maximum loss per trade or cumulative A book loss limits.

9.2.2. We may in our sole discretion terminate your FundedHive Account, along with your access to the Portal, for any reason by providing you with thirty (30) calendar days written notice.

9.2.3. A trader can build one trade using **multiple positions**. This is a common and widely accepted trading principle. You may enter partially, scale in, average entries, or manage risk dynamically, but all of these individual positions still belong to **one single trade**. Even though the platform shows each entry as a separate position, they are all part of the same

trade as long as they relate to the same instrument and trading intent. The trade is considered open until **every position that belongs to it is closed**. For this reason, profit, loss, and risk are always evaluated on the **combined result of all positions** that make up the trade. Adding positions does not create new independent trades, it increases the exposure of the existing one.

- 9.2.4. Copy trading between funded accounts within FundedHive is strictly prohibited, even if all accounts are owned or controlled by the same individual. Internal copy trading can artificially multiply exposure, breach Net Open Position limits, and create unacceptable risk concentration for real A Book execution. Any attempt to copy trades between funded accounts may result in account suspension, or termination in accordance with the Terms. If a funded account holds an open position on a specific asset, no other funded account owned or controlled by the same user, or accessed from the same IP address or related network environment, may open a new position on that same asset until all positions on the original account are fully closed. This rule applies regardless of trade direction and is designed to prevent artificial exposure multiplication, internal hedging, or risk fragmentation across accounts. If a trader wishes to increase exposure or position size on an asset, this must be done exclusively within the funded account where the original position was opened. Any increase in position size must fully comply with margin requirements, maximum risk per trade limits, daily loss limits, and overall loss limits applicable to that account.

### **9.3. Social media and public complaints**

- 9.3.1. The User should address any concerns or complaints directly with FundedHive before posting any of them on social media or other public forums. If the User shall post a complaint and/or any communication with FundedHive publicly, FundedHive reserves the right to take any appropriate legal action against the User regardless of if the content is deemed defamatory, misleading, or in violation of FundedHive's trademark rights.
- 9.3.2. FundedHive shall, at its full sole discretion, take such measures it deems necessary for the protection of the Portal, reputation and other Users.
- 9.3.3. If FundedHive is informed that any Virtual Assets held in your FundedHive Account are stolen or otherwise are not lawfully possessed by you, FundedHive may, but has no obligation to, place an administrative hold on the affected Virtual Assets and your FundedHive Account and will close all open positions.
- 9.3.4. If FundedHive does lay down an administrative hold on some or all of your Virtual Assets or FundedHive Account, FundedHive may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to FundedHive has been provided to FundedHive in a form acceptable to FundedHive. FundedHive will not involve itself in any such dispute or the resolution of the dispute. You agree that FundedHive will have no liability or responsibility for any such hold, or for your inability to withdraw Virtual Assets or use the Portal during the period of any such hold.
- 9.3.5. Where your FundedHive Account undergoes Involuntary Termination, you remain liable for any amounts owing to us and we are entitled to set off such amounts against any Virtual Assets in your FundedHive Account.

### **9.4. Voluntary Termination of FundedHive Account**

- 9.4.1. You may voluntarily cancel your FundedHive Account at any time by contacting us ("Voluntarily Termination").
- 9.4.2. We can neither guarantee the cancellation nor successful processing of any Transaction which is pending at the time that your FundedHive Account undergoes Involuntarily Termination or Voluntarily Termination.
- 9.4.3. If your FundedHive Account undergoes Voluntarily Termination you remain liable for any amounts owing to us and we are entitled to set off such amounts against any Virtual Assets in your FundedHive Account.

### **9.5. Data retention upon termination**

Should your FundedHive Account be terminated, your data will be retained by us in accordance with our Privacy Policy. FundedHive retains information which may be turned over to governmental authorities in the event of a FundedHive Account's suspension/closure arising from fraud investigations, investigations of violation of law or violation of these Terms and/or FundedHive Rules.

### **9.6. Refund Policy**

- 9.6.1. Refunds of Challenge fees are only available under limited and clearly defined conditions:
- 9.6.1.1. A refund request may be considered only if the FundedHive account has not executed any trades, or if the account remains in a positive balance with verified

positive A Book profit and loss at the time of termination. Accounts that have executed trades resulting in negative A Book profit and loss, breached trading rules, or generated real market exposure are not eligible for refunds.

- 9.6.1.2. Refunds are processed at FundedHive's discretion and in accordance with applicable law. Any approved refund may be subject to the deduction of applicable fees, costs, or administrative charges to the extent permitted by law.
- 9.6.1.3. If a refund cannot be processed due to incorrect payment details, technical limitations, regulatory restrictions, or other circumstances beyond reasonable control, FundedHive may attempt to contact the user using available contact information to resolve the issue.

## **10. Liability**

- 10.1. Your use of the Portal is at your own risk. To the extent permitted by Applicable Law, the Portal and content are provided "as is," without warranty of any kind. Without limiting the foregoing, FundedHive explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement, and any warranties arising out of course of dealing or usage of trade. FundedHive makes no warranty that the Portal will meet your requirements or be available on an uninterrupted, secure, or error -free basis, and we make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any content.
- 10.2. To the extent permitted by Applicable Law, neither us, nor our officers, representatives, professional advisors or related entities, Affiliates, associates or any other party involved in creating, producing, or delivering the Portal will be liable to you for any indirect, incidental, special, punitive, exemplary, or consequential damages, including lost profits, loss of data, or goodwill, service interruption, computer damage, viruses that may originate from the FundedHive website, app or Portal or system failure arising out of or in connection with the terms, or from the use of or inability to use the Portal. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
- 10.3. To the fullest extent permitted by Applicable Law, we (including our directors, officers, employees, agents, contractors, Affiliates, and related companies) (the "**Indemnified Parties**") will not be liable to you for any liability, loss or cost suffered directly or indirectly whether under contract, negligence or other tort, equity or otherwise arising under or in connection with the Portal or the FundedHive Rules. If there are any such claims, to the fullest extent permitted by Applicable Law, the User hereby unconditionally and unequivocally releases and discharges FundedHive from all actions, proceedings, claims and demands whatsoever which the User may have at any time.
- 10.4. You hereby undertake to indemnify, and keep indemnified, on a full indemnity basis, the Indemnified Parties and must pay the Indemnified Party on demand for, any loss the Indemnified Party may reasonably incur in connection with the FundedHive Rules, your breach of any of the FundedHive Rules, your use of the FundedHive Website and/or the Portal in each case except to the extent that the loss is a direct result of the Indemnified Party's own gross negligence, fraud or wilful misconduct.
- 10.5. You are responsible for your use of the Portal including, without limitation, the use of any information provided through the Portal. We are not responsible for any errors that occur due to systems or infrastructure failures or disruptions beyond our control, including your mobile device hardware, software (including compatibility) or any mobile or wi-fi network.

## **11. Limitations**

- 11.1. FundedHive has no technical, organisational or legal influence on the software protocols underlying a blockchain or Smart Contracts mapped on the blockchain and thus determining the functions of Virtual Assets. FundedHive is not responsible for the operation of the underlying protocols, including smart contracts, of Virtual Assets and makes no guarantees of their functionality, availability or security. FundedHive is not responsible for any operations or actions an issuer of Virtual Assets might perform such as, but not limited to, so-called burning or minting of tokens.
- 11.2. The Funded User acknowledges that Virtual Assets and their blockchain protocols involve several risks. The Funded User acknowledges that transfers of Virtual Assets may not be executed due to market circumstances such as, but not limited to, forks, or the absence of liquidity, and/or technical issues with internet providers. Any payment made by FundedHive to a User may be unconfirmed for an uncertain period of time after it is ordered and may be never completed if it remains pending depending on the blockchain network's state and capacity.

## **11.3. Losses**

- 11.3.1. The Funded User acknowledges that Virtual Assets may be subject to expropriation and or/theft. Hackers or other malicious groups or organisations may attempt to interfere with the tokens and/or the blockchain that such token is on and/or any exchanges in which the tokens are listed in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.

Furthermore, since blockchain and the exchanges rest on open-source software and the tokens are based on open-source software, there is the risk that smart contracts may contain intentional or unintentional bugs or weaknesses that may negatively affect the tokens or result in the loss of your Virtual Assets, and the ability to access or control the Virtual Assets. In the event of a software bug or weakness, there may be no remedy and Funded Users are not guaranteed any remedy, refund or compensation.

### **11.3.2. Loss of token**

#### **11.3.2.1. Loss of hash or private key**

Any loss of the hash or the private key on which the Virtual Asset is stored or accessed will result in a loss of the Virtual Asset.

#### **11.3.2.2. Access to private keys**

You acknowledge that the Virtual Asset(s) held by you is held in a digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing tokens will result in loss of such tokens, access to your tokens balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service you use, may be able to misappropriate your Virtual Asset(s). You acknowledge that FundedHive is not responsible for any such losses.

- 11.4. We shall not, under any circumstances, be required to refund or compensate a User for any loss that is the result of the User's own actions or omissions.
- 11.5. To the maximum extent not prohibited by Applicable Law, FundedHive shall not be liable for damages of any type, whether direct or indirect, arising out of or in any way related to your use or inability to use the User Wallet including but not limited to damages allegedly arising from the compromise or loss of your login credentials or funds, or loss of or inability to restore access from your backup phrase, or for mistakes, omissions, interruptions, delays, defects and/or errors in the transmission of transactions or messages to the network, or the failure of any message to send or be received by the intended recipient in the intended form, or for diminution of value of ether or any other Virtual Token or Virtual Asset on the network. FundedHive shall not be liable under any circumstances for any lost profits or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of the User Wallet, even if a representative of FundedHive has been advised of or knew or should have known of the possibility of such damages.

## **12. Third party service**

- 12.1. You acknowledge and agree that we:

- 12.1.1. may use third party service providers, or utilise the services of any FundedHive related party or other third party to make certain functions or information available to you, at our discretion in order to provide the Portal from time to time (the "**Third Party Service Providers**");
- 12.1.2. may be unable to provide the Portal if the services of appropriate Third Party Service Providers are not available on commercially reasonable terms;
- 12.1.3. are not liable for the acts, omissions or unavailability on reasonable commercial terms or any losses sustained in connection with the use, of such Third Party Service Providers, provided that we exercise reasonable care in their selection; and
- 12.1.4. may change any service provider at any time without prior notice.

- 12.2. In addition to the Terms, your use of the Portal may be subject to the terms and conditions imposed by relevant third parties from time to time, as notified to you.

## **13. Affiliate Marketing Program**

- 13.1. To participate in our Affiliate Marketing Program (Program), you must submit an application through our affiliate signup form, complete the Onboarding process, and execute the Affiliate Smart Contract deployed by FundedHive. We reserve the right to approve or reject any application at our discretion.
- 13.2. By choosing to participate in the Program, you agree to become an affiliate (Affiliate) and to adhere to the following terms:
  - 13.2.1. Affiliates must ensure that all promotional activities comply with applicable laws and ethical standards;

- 13.2.2. Affiliates shall not use misleading, deceptive, or fraudulent advertising;
  - 13.2.3. Affiliates must clearly indicate their Affiliate relationship with FundedHive;
  - 13.2.4. Affiliates must not use unsolicited bulk emails and spam, nor engage in cookie stuffing and manipulation;
  - 13.2.5. Affiliates must not impersonate FundedHive or suggest a direct affiliation or representation of the brand beyond the Affiliate relationship;
  - 13.2.6. Affiliates must not run paid ads on search engines targeting FundedHive or closely related keywords without prior explicit permission.
- 13.3. Affiliates will be provided with a personalised referral link containing a unique Urchin Tracking Module to accurately track all referrals. Affiliates acknowledge and agree that:
- 13.3.1. Only registrations that originate from this specific referral link will be credited to the Affiliate;
  - 13.3.2. Any registrations not using the Affiliate's personal referral link will not count towards the Affiliate's referral tally.
- 13.4. Successful referrals from registered Affiliates that result in completed purchases or transactions on the Portal will earn Affiliate Reward Tokens (**Affiliate Tokens**). Affiliates acknowledge and agree that:
- 13.4.1. Upon fulfillment of the prerequisite conditions, Affiliate Reward Tokens (**Affiliate Tokens**) will be attributed to the Affiliate's Smart Contract;
  - 13.4.2. Affiliate Tokens explicitly carry no monetary, intrinsic or financial value;
  - 13.4.3. Affiliate Tokens cannot be exchanged, redeemed or refunded for fiat currency, digital currency, or any other form of monetary value or asset;
  - 13.4.4. Affiliate Tokens do not constitute currency, investment securities, commodities or any other financial instruments.
  - 13.4.5. FundedHive bears no obligation whatsoever to exchange or redeem the tokens and Users expressly agree that no value can or will be assigned to these tokens at any point.
  - 13.4.6. At our sole discretion, FundedHive reserves the right to remove the Affiliate Tokens attributed to the Affiliate from the Smart Contract;
  - 13.4.7. At our sole discretion, FundedHive may distribute additional rewards to Affiliates based on the number of Affiliate Tokens they have accumulated. In the event of a discretionary distribution the accrued Affiliate Tokens are then removed from the Smart Contract, furthermore, this discretionary distribution does not imply any ongoing obligation, financial value, or redeemable rights associated with the Affiliate Tokens.
- 13.5. FundedHive may modify the Terms of the Program at any time. Affiliates will be notified via email or through the Portal. Continued participation in the Program after changes constitutes acceptance of the modified Terms.
- 13.6. FundedHive reserves the right to terminate any Affiliate agreement at any time and for any reason. Affiliates may also terminate their participation in the Program at any time by notifying us in writing. Upon termination, Affiliates acknowledge and agree that:
- 13.6.1. All rights and licenses granted under these Terms cease immediately;
  - 13.6.2. Any pending Affiliate rewards accrued prior to the termination are forfeited and thereby considered null and void.
  - 13.6.3. FundedHive is not liable for direct, indirect, or incidental damages resulting from the User's participation in the Program. Affiliates agree to indemnify FundedHive against all claims, damages, and expenses that may arise from their participation in the Program or the breach of the Terms.

## **14. Privacy Policy, intellectual property and confidentiality**

### **14.1. Privacy Policy**

- 14.1.1. We are committed to complying with our privacy obligations. All personal information collected will be handled in compliance with Applicable Law relating to privacy protections.
- 14.1.2. For more detail on how we collect, use and disclose personal information, please refer to our privacy policy (the "**Privacy Policy**") on our website at <https://fundedhive.com/>. By

using the Portal, you acknowledge and agree that you have read and consented to our Privacy Policy.

#### **14.2. Intellectual property, Confidentiality, and FundedHive Account ownership**

- 14.2.1. The Portal is protected by intellectual property laws and embodies our valuable Confidential Information and that of our licensors. We and our licensors own all rights, title and interest in respect of the Portal including all intellectual property rights. We reserve all rights other than those granted to you under the FundedHive Rules. You must not reverse engineer, decompile, disassemble, or extract any element of the Portal or otherwise seek to discover any source code, algorithms, methods or techniques embodied in the Portal. You must not modify, transfer, distribute, pledge, sublicense, rent, lease, or create derivative works based on the Portal, including its user interfaces.
- 14.2.2. All information and material that we supply to you, excluding your FundedHive Account balance and other information specific to your FundedHive Account, constitutes part of our Confidential Information, except where such information or material is in the public domain through no fault of yours. You must not disclose any such Confidential Information for any purpose without our prior written consent or except as required by law, court order or any regulatory authority.
- 14.2.3. You acknowledge that all FundedHive Accounts are the sole property of FundedHive, and all data held on such accounts, including, but not limited to, trading data, is entirely owned by FundedHive and may be used at our sole discretion for any reason without providing prior notice to you.

#### **15. Assignment**

- 15.1. You may not assign, transfer or otherwise deal with your rights or obligations under these Terms and/or FundedHive Rules to anyone without our prior written consent.

#### **16. Conduct and our enforcement rights**

- 16.1. You agree that you are responsible for your own conduct while using the Portal, and for any consequences thereof. By way of example, and not as a limitation, you agree that when using the Portal, you will not:

- 16.1.1. violate, or encourage any conduct that would violate, any Applicable Law or regulation or would give rise to civil liability;
- 16.1.2. impersonate or misrepresent your affiliation with another person or entity;
- 16.1.3. submit false, falsified, misleading, or inappropriate data submissions, edits, or removals;
- 16.1.4. use any unauthorised third party software (e.g. bots, mods, hacks, and scripts) to modify or automate operation or attempt to circumvent any restriction in the Portal including restrictions on your location. If you do, FundedHive and/or their related entities, Affiliates, associates or any other party involved in creating, producing, or delivering the Portal has the power to suspend or terminate your access to some or all of the Portal and apply additional remedies at their sole discretion;
- 16.1.5. transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature;
- 16.1.6. use, display, mirror, or frame the Portal or any individual element within the Portal or other proprietary information of FundedHive, or the layout and design of any page or form contained on a page, without FundedHive's express prior written consent;
- 16.1.7. use or register anywhere in the world any domain name, social media handle, trade name, trademark, branding, logo or other source identifier of FundedHive, or that may be confused with the same, without FundedHive's express prior written consent;
- 16.1.8. use other proprietary information, or the layout and design of any page or form contained on a page, without FundedHive's express prior written consent;
- 16.1.9. access, tamper with, or use non-public areas of the Portal, FundedHive's computer systems, or the technical delivery systems of FundedHive's providers;
- 16.1.10. attempt to probe, scan, or test the vulnerability of any of FundedHive's system or network or breach any security or authentication measures;
- 16.1.11. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by FundedHive or any of FundedHive's providers or any other third party (including another user) to protect the Portal;
- 16.1.12. attempt to access or search the Portal, or download content from the Portal through the use of any technology or means other than those provided by FundedHive or other

- generally available third-party web browsers (including, without limitation, automation software, bots, spiders, crawlers, data-mining tools, or hacks, tools, agents, engines, or devices of any kind);
- 16.1.13. interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Portal;
- 16.1.14. take any action that imposes, or may impose, an unreasonable or disproportionately large load on the Portal or FundedHive's infrastructure;
- 16.1.15. violate any Applicable Law or regulation; or
- 16.1.16. encourage or enable any other individual to do any of the foregoing.

- 16.2. Although we are not obligated to monitor access to or use of the Portal, we have the right to do so for the purpose of operating the Portal, to ensure compliance with the Terms, and to comply with Applicable Law or other legal requirements. If we, at our sole discretion, consider any use of the Portal to be objectionable or in violation of the Terms and/or FundedHive Rules, we reserve the right, but are not obligated to remove or disable any User's access to the Portal. We have the right at our sole discretion to investigate violations of the Terms and/or FundedHive Rules or conduct that affects the Portal. We may also consult and cooperate with law enforcement authorities to assist in the prosecution of Users who violate the law.

## **17. Third party rights**

- 17.1. These Terms does not create or confer any rights or benefits enforceable by any person not a party to it except:
- 17.1.1. any other Indemnified Party who may enforce its rights or benefits in these Terms, including any indemnity, limitation or exclusion of liability; and
- 17.1.2. a person who is a permitted successor or assignee of our rights or benefits of these Terms may enforce those rights or benefits.

- 17.2. No consent from the persons referred to in Clause 16.1 is required for the parties to vary or rescind the Terms (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

## **18. Review Process and governing laws of dispute resolution**

- 18.1. These Terms shall be governed by and construed in accordance with the laws of Dubai International Financial Centre ("DIFC").
- 18.2. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to:
- 18.2.1. the Review Process in the first instance; and
- 18.2.2. if no resolution is agreed under the Review Process, shall be finally resolved by arbitration administered by the London Court of International Arbitration ("LCIA") in accordance with the arbitration rules of the LCIA Rules (the "Rules") for the time being in force, which Rules are deemed to be incorporated by reference into this Clause. The seat of the arbitration shall be the DIFC. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

## **19. Notices and communications**

- 19.1. You agree that we may deliver all communications, agreements, documents, notices, disclosures to you at your registered email address.
- 19.2. It is your responsibility to ensure that your registered email address is correct, operational and available for receipt of all communications and to notify us of any changes as soon as practicable after the change is made.
- 19.3. You agree and acknowledge that you will apprise yourself of any communications we may post solely on the FundedHive Website or though the Portal.

## **20. General**

- 20.1. The FundedHive Rules (including these Terms) constitute the entire agreement between you and us and supersede and extinguish all previous agreements, arrangements and understandings, whether written or oral, relating to its subject matter.

- 20.2. We may change all or part of the Terms at any time.
- 20.2.1. If we do:
- 20.2.1.1. the modified Terms will be posted on our website at <https://fundedhive.com/> (the "**FundedHive Website**") subject to at least thirty (30) calendar days' notice;
  - 20.2.1.2. you will be required to accept the modified Terms that will be notified to you either through the primary email address specified when you registered your account or a pop-up notification upon your next log in into the Portal;
  - 20.2.1.3. the modified Terms will be effective from the date of the notice of the FundedHive Website; and
  - 20.2.1.4. you will be required to review, acknowledge and agree to abide and be bound by the modified Terms in the manner prescribed by FundedHive at the time of notice to you.
- 20.3. FundedHive and you acknowledge and agree that in entering into the Terms, neither you nor FundedHive rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in the Terms and/or FundedHive Rules.
- 20.4. FundedHive will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond FundedHive's reasonable control.
- 20.5. No waiver of any term of these Terms and/or FundedHive Rules shall be deemed a further or continuing waiver of that term or any other term. Furthermore, no failure to assert any right under this agreement shall constitute a waiver of that right.

## **20.6. Severance**

- 20.6.1. If any provision of these Terms and/or FundedHive Rules is deemed invalid by a court or tribunal of competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of the Terms and/or FundedHive Rules, which will remain in full force and effect.
  - 20.6.2. If such provision referred to in Clause 19.6.1 would be legal, valid or enforceable if some part of the provision were modified or deleted, the provision in question shall apply with such modification(s) or deletion(s) as may be necessary to make it valid and enforceable having regard to the intended commercial result of the original provision.
- 20.7. Any links to third-party websites through the Portal does not imply endorsement by FundedHive of any product, service, information or disclaimer presented therein, nor does FundedHive guarantee the accuracy of the information contained on them. If you suffer loss from using such third-party products and services, FundedHive will not be liable for such loss. In addition, since FundedHive has no control over the terms of use or privacy policies of third-party websites, you should read and understand those policies carefully.

## **21. Definitions**

<b>"Account Type"</b>	means: (a) NewBee, Moderate Leverage; (b) WorkerBee, Medium Leverage (c) QueenBee, Highest Leverage
<b>"Affiliate"</b>	means, with respect to any person, or any other person (other than an individual) that is under control of such person. For this purpose, "control" means the beneficial ownership, either directly or indirectly of 50% or more of the voting rights in a corporation, partnership, or other legal entity, or –whether alone or acting with others, and whether by the ownership of share capital, the possession of voting power, contract or otherwise – the right to appoint the majority of board of directors or equivalent management body of such corporation, partnership or other legal entity.
<b>"Applicable Law"</b>	means any applicable common law, principles of equity, and laws made by a government or relevant authority or judicial body, including regulations, rules, decrees, court judgments, office directives, requests, policies, codes, circulars, guidelines or other instruments (whether or not having

	the force of law), and consolidations, amendments, re-enactments or replacements of any of them from time to time.
<b>"Arbitrage Trading"</b>	means simultaneously buying and selling an asset in different markets to benefit from price differences and generate a profit.
<b>"Black Swan Event"</b>	means any event of: (a) Force Majeure; or (b) fundamental economic significance that in the sole discretion of FundedHive, has an extreme impact on certain or global financial markets.
<b>"Challenge"</b>	means the challenge(s) undertaken by the User to determine their Account Type or any other challenge that may be set out on the FundedHive Website from time to time.
<b>"Claims"</b>	means all claims or actions, threatened, or filed and whether groundless, false or fraudulent, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, reasonable expenses and legal fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of these Terms.
<b>"Confidential Information"</b>	means these Terms and any non-public, confidential or proprietary information of any party available through the Portal or on FundedHive's Website including, without limitation information relating to business operations or business relationships, financial information, pricing information, business plans, User lists, data, records, reports, trade secrets, software, formulas, inventions, techniques, and strategies.
<b>"DIFC"</b>	has the meaning set out in Clause 17.1.
<b>"Distributed Ledger Technology"</b>	means a public or private digital database in which Virtual Asset dispositions are recorded, created, saved, and shared so that the existence and ownership of Virtual Assets are validated through a synchronised network of nodes accessible from different sites and locations. This includes "blockchain" technology.
<b>"Ethereum" or "ETH"</b>	means the decentralised platform as described at <a href="https://www.ethereum.org/">https://www.ethereum.org/</a> .
<b>"Ethereum Network"</b>	means the blockchain powered by Ethereum.
<b>"Evaluation"</b>	has the meaning set out in Clause 2.2.
<b>"Force Majeure"</b>	means any event or circumstance (whether arising from natural causes, human agency or otherwise) beyond the control of FundedHive, including without limitation (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lockouts, or other labour disputes, network suspension or blackout, shortage of labour or materials, riot, civil commotion, fire, flood, drought, pandemic, epidemic, breakdown, or war (whether declared or not), or legislation (or interpretation thereof) in any jurisdiction, rendering the performance of the services provided under the FundedHive Rules in accordance with these Terms impractical or impossible.
<b>"Funded"</b>	means any User who has been successfully onboarded by FundedHive and authorized by the Automated A-Book Dealing System (AADS) to trade through the Portal.
<b>"FundedHive"</b>	has the meaning set out in Clause 1.1.
<b>"FundedHive Account"</b>	has the meaning set out in Clause 3.1.1.
<b>"FundedHive Rules"</b>	refers to all written rules, announcements, statements, and other contents set out in on the FundedHive Website, Portal, or communicated to a User that have been and will be subsequently released by FundedHive; as well as all regulations, implementation rules, product process descriptions, including but not limited to these Terms and the Privacy Policy.
<b>"FundedHive Website"</b>	has the meaning set out in Clause 19.2.1(a).

<b>"Hedge Trading"</b>	<b>Arbitrage</b>	means leveraging market inefficiencies to generate profits by identifying price differences in related assets.
<b>"Indemnified Parties"</b>		has the meaning set out in Clause 10.3.
<b>"Insolvency Event"</b>		<p>means with respect to a User when such User:</p> <ul style="list-style-type: none"> <li>(a) is, or could be, deemed by law or a court to be insolvent or unable to pay a material part of its debts, stops, suspends, or threatens to stop or suspend payment of all or a material part of its indebtedness, begins negotiations or takes any other step with a view to or proposes to make any agreement for the deferral, re-scheduling or other re-adjustment of all or a material part of its indebtedness, proposes or makes a general assignment or arrangement or composition with or for the benefit of creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of its indebtedness;</li> <li>(b) a distress, attachment, execution or other legal process is levied, enforced or sued out on or against a substantial part of the assets of such User and is not discharged or permanently stayed with in thirty (30) days; or</li> <li>(c) such User is the subject of an appointment of a receiver, administrator, and manager or an officer of the whole or a substantial part of its assets; provided that the foregoing shall not include any voluntary proceedings for the purpose of amalgamation, reconstruction or reorganisation.</li> </ul>
<b>"Involuntary Termination"</b>		has the meaning set out in Clause 9.2.1.
<b>"KYC"</b>		has the meaning set out in Clause 4.1.
<b>"KYC Policy"</b>		has the meaning set out in Clause 4.1.
<b>"LCIA"</b>		has the meaning set out in Clause 17.2.
<b>"Licence"</b>		has the meaning set out in Clause 2.7.
<b>"Onboarding Process"</b>		has the meaning set out in Clause 5.1.
<b>"Onboarding Providers"</b>		has the meaning set out in Clause 5.1.
<b>"Portal"</b>		means the website portal operated by FundedHive, which allows for the viewing of the User's FundedHive Account information.
<b>"Privacy Policy"</b>		has the meaning set out in Clause 13.1.2.
<b>"Registration Process"</b>		has the meaning set out in Clause 3.1.1.
<b>"Return Facilities"</b>		has the meaning set out in Clause 9.4.1.
<b>"Reverse Trading"</b>	<b>Arbitrage</b>	means benefitting from temporary pricing discrepancies between related assets by holding a short position in a higher-priced asset and a long position in a lower-priced asset and selling once the price difference narrows or disappears.
<b>"Review Process"</b>		<p>The review process shall consist of the following steps:</p> <ol style="list-style-type: none"> <li>1. User to contact FundedHive customer services within seven (7) calendar days of becoming aware of the event that they wish to dispute; and</li> <li>2. if the User is dissatisfied with the resolution proposed by FundedHive customer services, you may make a written request to escalate the matter under dispute to the Chief Executive Officer of FundedHive in accordance with FundedHive's customer complaints policy.</li> </ol>
<b>"Rules"</b>		has the meaning set out in Clause 17.2.

<b>"Sanctions"</b>	means any valid laws or regulations relating to economic or financial sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority.
<b>"Sanctions Authority"</b>	means the UAE or the United Nations and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities, including (without limitation) the United Nations Security Council, and the Executive Office for Control and Non-Proliferation of the UAE.
<b>"Sanctions List"</b>	means any of the lists issued or maintained by a Sanctions Authority designating or identifying individuals or entities that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including (without limitation) the Consolidated United Nations Security Council Sanctions List and the list maintained on <a href="http://www.uaeiec.gov.ae">www.uaeiec.gov.ae</a> .
<b>"Sanctions Proceedings"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any litigation, arbitration, settlement, or other proceedings (including alternative dispute resolution, criminal and administrative proceedings) in any jurisdiction; or</li> <li>(b) any investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority in any jurisdiction,</li> </ul> <p>in each case relating to, or in connection with, any actual or alleged contravention of applicable Sanctions.</p>
<b>"Sanctions Target"</b>	means a person or entity that is listed on, or owned or controlled by (whether directly or indirectly), or acting on behalf of a person listed on, a Sanctions List.
<b>"Services"</b>	means the services offered to the Users in Clause 2.
<b>"Taxes"</b>	means all forms of taxation and statutory, governmental, supra-governmental, state, local governmental or municipal impositions duties, contributions and levies, imposts, tariffs and rates (including without limitation all employment taxes and national insurance contributions), in each case, wherever imposed, and all penalties, charges, costs and interest payable in connection with any failure to pay or delay in paying them and any deductions or withholdings of any sort, and the term "Taxable" shall be construed accordingly.
<b>"Terms"</b>	has the meaning set out in Clause 1.1 and reflect the terms and conditions set out herein.
<b>"Third Party Licensed Software"</b>	has the meaning set out in Clause 7.2.
<b>"Third Party Service Provider"</b>	has the meaning set out in Clause 12.1.1.
<b>"Tick Scalping"</b>	means a high frequency trading strategy whereby numerous trades are made to capitalise on small price changes.
<b>"Trading Rules"</b>	has the meaning set out in Clause 9.2.1(15)
<b>"Transaction"</b>	means any trade or transaction executed by a User through the Portal.
<b>"UAE"</b>	means the United Arab Emirates.
<b>"USD" or "US Dollars"</b>	means the lawful currency of the United States.
<b>"User"</b>	means all individuals, that access, download or use the Portal.
<b>"User Wallet"</b>	has the meaning set out in Clause 6.1.1.

<b>"Virtual Asset"</b>	means a digital representation of value (that may be digitally traded, transferred, or used as an exchange or payment tool, or for investment purposes), including Virtual Tokens.
<b>"Virtual Asset Platform"</b>	means a centralised or decentralised digital platform; on which Virtual Assets are sold, purchased, traded, offered, issued, and safekept; and through which the clearing and settlement of traded Virtual Assets are made, using Distributed Ledger Technology.
<b>"Virtual Tokens"</b>	means a digital representation of a set of rights that can be digitally offered and traded through a Virtual Asset Platform or a similar duly licenced digital platform.
<b>"Dynamic Leverage"</b>	Dynamic leverage is a risk management mechanism that adjusts maximum leverage based on total exposure rather than account balance alone. As exposure increases, allowable leverage is reduced to protect margin requirements, Net Open Position limits, and real A Book execution stability.
<b>"Outstanding A Book Balance"</b>	An Outstanding A Book Balance represents realized real market losses generated through A Book execution. This balance must be cleared through verified A Book profits or settlement before new funded accounts or payouts can be issued.
<b>"A Book Execution"</b>	A Book execution routes trades directly to external liquidity providers using FundedHive's real capital. This aligns trader success with platform sustainability and requires strict risk controls.
<b>"B Book Execution"</b>	B Book execution is a controlled internal execution layer used to manage exposure during early or risk sensitive phases without compromising long term capital integrity.
<b>"Web3 Anonymous Account"</b>	A Web3 Anonymous account is accessed through ERC20 smart contract interaction without identity verification. All actions are governed by on chain logic and wallet control.
<b>"Regular KYC Account"</b>	A Regular KYC account is required when fiat payments are used. Identity verification applies and access may be restricted in sanctioned or regulated jurisdictions.
<b>"Pay From Profits Account Fee Debt"</b>	An Outstanding Pay From Profits Account Fee Debt refers to any unpaid funded account fee that was designated to be repaid from trading profits under the Pay From Profits model. If the funded account does not generate sufficient eligible profits to fully repay the Pay From Profits fee, the remaining unpaid amount is recorded as an outstanding fee debt. This debt remains payable until fully settled from future payouts.
<b>"One Sided Trading"</b>	One sided trading means consistently trading only long or only short. This is permitted and does not violate any rule on its own.
<b>"No Minimum Holding Time"</b>	FundedHive does not impose time based trade restrictions. Trades may be closed at any duration as long as execution behavior does not breach high frequency trading thresholds.
<b>"Slippage Protection"</b>	Slippage protection ensures only on Evaluations that are based on trader skill rather than abnormal execution. Normal slippage up to 10% of realized loss is accepted. Excess slippage may be credited back up to a maximum of 50% of the total loss of the position.