



FTMO ACCOUNT AGREEMENT
COMMERCIAL TERMS

Customer / FTMO Trader details	
Order number	20850085
Product / Services	FTMO Challenge with a value of 155 EUR
Company name	
Company number	
Company represented by	Ngoc Thai Nguyen
Address	118/85 Duong So 8, P. BHH B, Q. Bình Tân, 700000 Ho Chi Minh, Viet Nam
Country	VN
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FTMO	
FTMO entity	FTMO Trading Global s.r.o.
Contract date	2025-04-21

This FTMO Account Agreement concluded between the Customer and FTMO, consists of the following documents, which together form a full agreement concluded in electronic form:

- Commercial Terms
- FTMO Account Agreement
 - Schedule A
 - Schedule B

Signatories:



FTMO Trader

FTMO

This FTMO Account Agreement has been concluded electronically as part of the registration for the Services on the Website and this is a system generated copy for Customer's administrative purposes only. To avoid any doubt, this document represents copy of the original FTMO Account Agreement and does not change or alter any terms and conditions agreed between the Parties in the original form nor shall in any part replace the original FTMO Account Agreement.

FTMO ACCOUNT AGREEMENT

This FTMO Account Agreement (the "**Agreement**") governs rights and obligations in connection with the use of services provided by **FTMO Trading Global s.r.o.**, offered through the www.ftmo.com website (the "**Website**"). Please read this Agreement carefully. You are under no obligation to use the Services if you do not agree or understand any portion of this Agreement, nor should you use the Services unless you understand and agree to these Terms.

This Agreement is entered into by you ("**you**", "**your**", or the "**Customer**") and FTMO Trading Global s.r.o., with its registered office at Purkyňova 2121/3, Nové Město, 110 00 Prague 1, the Czech Republic, identification no.: 09418415, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 335283 ("**we**", "**our**", or the "**FTMO Trading**").

(FTMO Trading and the Customer, hereinafter each referred to individually as a "**Party**" and collectively as the "**Parties**")

This Agreement is concluded electronically as part of the registration for the Services on the Website. You accept the agreement by clicking, in the user interface of the website, on "I agree with the FTMO Account Agreement", by which this Agreement shall be concluded. During the registration, you are obligated to truthfully fill in all information about yourself and attach a scan of your identification document, which will allow us to verify your identity. The information must correspond to the information provided by you during the purchase of the FTMO Challenge. Otherwise, FTMO Trading may refuse to enter into the Agreement with you. By filling in the information about yourself, you are confirming that all such information is true and accurate to the best of your knowledge at the time.

1. PURPOSE OF THE AGREEMENT

- 1.1. The purpose of this Agreement is to set out the conditions (i) under which the Customer shall be provided by FTMO Trading with instruments for demo trading intended for advanced traders, including access to a trading account for demo trading (FTMO Account); (ii) under which the Customer may perform such demo trades using FTMO Trading instruments; and (iii) under which the Customer shall be paid financial reward(s). The purpose of this Agreement is also to ensure the Customer's access to the instruments for demo trading provided under this Agreement through the user interface on the Website (the "**Client Section**"), or by the provision of access to applications provided by FTMO Trading or third parties.

2. SUBJECT-MATTER OF THE AGREEMENT

- 2.1. The subject matter of this Agreement is FTMO Trading's obligation to provide the Customer with instruments for demo foreign currency trading in the FOREX market or with other instruments in other financial markets, access to trading accounts for demo trading (FTMO Accounts), analytical instruments, training and educational materials, (if applicable) other accompanying services for advanced traders, to enable the Customer to access and use those services (the "**Services**") and, subject to the terms and conditions set out in this Agreement, FTMO Trading's obligation to pay the Customer a certain financial reward calculated according to the rules defined in this Agreement (the "**Reward**"). Within the Services provided, FTMO Trading shall, in particular, enable the Customer to access the electronic interface in which the Customer shall perform demo trades under this Agreement (the "**Trading Platform**").
- 2.2. The Customer further undertakes, when using the Services, and in particular when performing demo trades, to act in accordance with this Agreement, any third parties' terms and conditions, applicable legal regulations, and other rules which the Customer is obligated to adhere to when using the Services.
- 2.3. FTMO Trading shall not provide Services to Customer that: (i) is of nationality or is residing in Restricted Jurisdictions; (ii) is established or incorporated or has a registered office in Restricted Jurisdictions; (iii) is subject to the relevant international sanctions; or (iv) has a criminal record related to financial crime or terrorism. Restricted Jurisdictions means countries determined as such by FTMO Trading and published on the Website here www.ftmo.com/en/faq/who-can-join-ftmo/. The FTMO Trading reserves the right to refuse, restrict or terminate the provision of any Services to Customer as per this Clause

2.3. and such Customer is prohibited to use the Services, which includes also the use of the Client Section and/or Trading Platform.

- 2.4. The meaning of the definitions, expressions, and abbreviations used in this Agreement can be found in clause 16.

3. CUSTOMER REPRESENTATIONS

- 3.1. The Customer represents and acknowledges that:

- 3.1.1. no performance provided by FTMO Trading to the Customer under this Agreement, including all Services, may be considered as investment services or activities within the meaning of the legal regulations governing, in particular, investment services and capital markets; in particular, FTMO Trading does not receive or execute in any case, whether directly or indirectly, any trading instructions, does not trade on its own account, does not provide or conduct investment or other advice, research, recommendations or analyses, and does not give or forward to the Customer any trading instructions, does not receive any assets from, or manage any assets for, the Customer, and does not provide any related foreign exchange services;
- 3.1.2. no employees or other staff or representatives of FTMO Trading are authorised to provide services within the meaning of Clause 3.1.1;
- 3.1.3. all trading that the Customer performs through the Services is simulated only and that the execution of a demo trade within the Services provided shall in no way constitute an instruction to trade in real financial markets or with real currency;
- 3.1.4. the funds provided to the Customer for demo trading are not real and that the Customer has no right to deal with them beyond the scope of their use within the Services (in particular that they cannot be used for actual trading), that the Customer is not entitled to withdraw or transfer them, and that FTMO Trading does not in any circumstances receive any funds or other assets from, or manage any funds or other assets for, the Customer within the Services;
- 3.1.5. performance with FTMO Trading is not indicative of trading on real financial markets, and that past performance and demo gains are neither a guarantee nor an indication of any further performance; and
- 3.1.6. if the Customer's access to the Client Section is cancelled, irrespective of the reason for its cancellation, the Customer shall lose access to the FTMO Account, and thus to the Services, without being entitled to any compensation.

- 3.2. In case the Customer enters into this Agreement or uses the Services within its business (entrepreneurial) activities within the meaning of applicable laws, the Customer is obligated to notify FTMO Trading about it and provide FTMO Trading with Customer's business identifiers.

- 3.3. In performing this Agreement, the Customer shall comply with all applicable legal regulations and obtain, and maintain the validity of, all permits, licenses, consents, approvals or other acts issued by the competent authorities, which may apply to the Customer's activities under this Agreement, and fulfil all notification, tax, fee or other obligations that may arise in connection with the performance of this Agreement, and in particular with the Reward. The Customer is authorised to access and use the Services only in accordance with the applicable legal regulations and is prohibited from circumventing any technical measures that may limit the availability of the Services in certain countries. In no event shall FTMO Trading bear any responsibility for the failure of the Customer to fulfil any of its obligations.

- 3.4. Customer hereby acknowledges that the demo capital has no monetary value and it's only a part of the Services provided to the Customer and Customer has no actual right, title or ownership to the demo capital, and that the FTMO Trading has all rights, interest and full ownership to demo capital (as part of the Services). The FTMO Account and any and all rights related to the Services that are granted by the FTMO Trading to the Customer by virtue of this Agreement are personal to the Customer and cannot be transferred by contract or otherwise, nor are eligible for inheritance.

4. FTMO ACCOUNT

- 4.1. FTMO Trading shall provide the Customer with access to a trading account for advanced users, which will be linked to access to the Trading Platform (the "**FTMO Account**"), as part of the Services. The FTMO Account will always be activated by the performance of the first demo trade.
- 4.2. Access to the FTMO Account, and thus also to the Trading Platform, is protected by login data that FTMO Trading will display in the Client Section. In case the Customer becomes entitled to a Reward for the Reference Period, the current login data shall expire at the end of the relevant Reference Period. In such a case, FTMO Trading will provide the Customer with new login data without undue delay after FTMO Trading has verified the legitimacy of the Customer's entitlement to the Reward. **THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER WILL NOT BE ABLE TO PERFORM DEMO TRADES IN THE PERIOD FROM THE EXPIRATION OF THE PREVIOUS LOGIN DATA UNTIL THE RECEIPT OF NEW LOGIN DATA.**
- 4.3. The Customer shall not make available or provide the login data to the FTMO Account, the Trading Platform, or the Client Section to any third party. In case the Customer is a legal entity, the Customer may allow its employees or other authorised staff and representatives to access and use the Services. The Customer is responsible for the protection of login data and the FTMO Account and for all activities that are performed through the FTMO Account or the Trading Platform. The FTMO Trading shall not be liable, and the Customer is not entitled to any compensation, for any misuse of the FTMO Account, Trading Platform, or any part of the Services and for any negative consequences thereof for the Customer, if such misuse occurs for any reasons beyond the control of FTMO Trading.
- 4.4. The Customer acknowledges that the Trading Platform is provided by a third party and that the contractual terms and conditions and the privacy policy of its provider apply to the use of the Trading Platform. The Customer is obligated to read those terms and conditions and privacy policy of the third party before the first access to the Trading Platform. By using the Trading Platform, the Customer agrees to those terms and conditions and privacy policy.
- 4.5. All data provided by the Customer to FTMO Trading must be complete, true, and up-to-date. In the event of any change in the Customer's data, the Customer must immediately send a notification to FTMO Trading from the Customer's registered e-mail address; the notification must be accompanied by documents evidencing the change, if applicable. The Customer is responsible for all the provided data being accurate and up-to-date at all times; FTMO Trading is not obligated to verify the data.
- 4.6. The FTMO Account and the Services may not be available at all times, in particular with respect to their maintenance, upgrades, technical errors, or for any other reason. In particular, FTMO Trading shall not be liable, and the Customer is not entitled to any compensation, for the unavailability of the FTMO Account, the Client Section, or the Trading Platform, for any damages or loss of any data or other content that the Customer uploads, transfers, or saves via the FTMO Account, the Client Section or the Trading Platform, or for any FTMO Trading's interventions or alterations in the Customer's FTMO Account requested by the Customer. FTMO Trading may decide at its own discretion to compensate the Customer for the unavailability of the Services originating in technical reasons on the part of FTMO Trading. The Customer is not entitled to any compensation, and it is entirely at the discretion of FTMO Trading whether compensation is provided to the Customer and in what form or amount; provided however, the limitation of liability within the meaning of Clause 9 is not to be affected thereby.
- 4.7. In order to use the Services, the Customer must obtain the appropriate technical equipment and software, including third-party software (e.g., software for the use of the Trading Platform), at the Customer's own risk and expense. FTMO trading does not warrant or guarantee that the Services will be compatible with any specific equipment or software. FTMO Trading provides no warranty as to the compatibility of the Services with any particular device, program, or add-on.

5. DEMO TRADING

- 5.1. The Customer will perform demo trades through the Customer's FTMO Account on the selected Trading Platform. During the demo trading on the Trading Platform, the Customer may perform any trades, subject to the conditions in Clause 5.2, and unless

those trades constitute forbidden trading strategies or practises within the meaning of Clause 5.3. You also agree to follow good market standard rules and practices for trading on financial markets (e.g., risk management rules). Restrictions may also be imposed by the terms and conditions of the Trading Platform.

5.2. The Customer is obligated to comply with the following parameters in the course of the demo trading under this Agreement for the applicable trading options:

5.2.1. during any Calendar day in the Reference Period, the Customer shall not, at any time, incur a loss from the demo trades opened and closed on that day which would exceed, in addition to the loss or profit currently open on the same day in the FTMO Account, the percentage of the Capital for the respective option as described below:

<i>FTMO Account</i>	<i>FTMO Account Aggressive</i>	<i>FTMO Account Swing</i>
in total 5% of the Capital	in total 10% of the Capital	in total 5 % of the Capital

5.2.2. the value of the simulated capital in the FTMO Account which the Customer uses for the demo trading, including all positions opened in that account, may not at any time during the Reference Period fall below the percentage of the Capital for the respective option as described below:

<i>FTMO Account</i>	<i>FTMO Account Aggressive</i>	<i>FTMO Account Swing</i>
in total 10% of the Capital	in total 20% of the Capital	in total 10% of the Capital

5.2.3. the Customer may never have any open trading positions outside the trading hours of the particular traded financial instrument, except for a maximum of a two-hour "roll-over break". The parameter in this Section 5.2.3. applies for the respective options as described below:

<i>FTMO Account</i>	<i>FTMO Account Aggressive</i>	<i>FTMO Account Swing</i>
YES	YES	NO

5.2.4. the Customer may not perform demo trades at times when specific significant macroeconomic announcements are published that may have a significant impact on the financial instruments with which the Customer performs demo trades, in particular, the Customer may not open or close market positions on the affected instrument in the period of 2 minutes before to 2 minutes after the issuance of the reports listed in Schedule B and during extraordinary events, of which the Customer shall be notified by e-mail. The parameter in this Section 5.2.4. applies for the respective options as described below:

<i>FTMO Account</i>	<i>FTMO Account Aggressive</i>	<i>FTMO Account Swing</i>
YES	YES	NO

5.3. FORBIDDEN TRADING PRACTICES.

5.3.1. DURING THE DEMO TRADING, IT IS PROHIBITED TO:

- (a) KNOWINGLY OR UNKNOWNLY USE TRADING STRATEGIES THAT EXPLOIT ERRORS IN THE SERVICES SUCH AS ERRORS IN THE DISPLAY OF PRICES OR DELAY IN THEIR UPDATES;
- (b) PERFORM TRADES USING AN EXTERNAL OR SLOW DATA FEED;

- (c) PERFORM, ALONE OR IN CONCERT WITH ANY OTHER PERSONS, INCLUDING BETWEEN CONNECTED ACCOUNTS, OR ACCOUNTS HELD WITH DIFFERENT FTMO ENTITIES, TRADES OR COMBINATIONS OF TRADES THE PURPOSE OF WHICH IS TO MANIPULATE TRADING, FOR EXAMPLE BY SIMULTANEOUSLY ENTERING INTO OPPOSITE POSITIONS;
- (d) PERFORM TRADES IN CONFLICT WITH THE TERMS AND CONDITIONS OF THE PROVIDER OF THE CLIENT SECTION AND THE TERMS AND CONDITIONS OF THE TRADING PLATFORM;
- (e) USE ANY SOFTWARE, ARTIFICIAL INTELLIGENCE, ULTRA-HIGH SPEED, OR MASS DATA ENTRY WHICH MIGHT MANIPULATE, ABUSE, OR GIVE YOU AN UNFAIR ADVANTAGE WHEN USING OUR SYSTEMS OR SERVICES;
- (f) PERFORM GAP TRADING BY OPENING TRADE(S):
 - (I) WHEN MAJOR GLOBAL NEWS, MACROECONOMIC EVENT OR CORPORATE REPORTS OR EARNINGS ("**EVENTS**"), THAT MIGHT AFFECT THE RELEVANT FINANCIAL MARKET (I.E. MARKET THAT ALLOWS TRADING OF FINANCIAL INSTRUMENTS THAT MIGHT BE AFFECTED BY THE EVENTS), ARE SCHEDULED; AND
 - (II) 2 HOURS OR LESS BEFORE A RELEVANT FINANCIAL MARKET IS CLOSED FOR 2 HOURS OR LONGER; OR
- (g) OTHERWISE PERFORM TRADES IN CONTRADICTION WITH HOW TRADING IS ACTUALLY PERFORMED IN THE FOREX MARKET OR IN ANY OTHER FINANCIAL MARKET, OR IN A WAY THAT ESTABLISHES JUSTIFIED CONCERNS THAT FTMO TRADING MIGHT SUFFER FINANCIAL OR OTHER HARM AS A RESULT OF THE CUSTOMER'S ACTIVITIES (E.G. OVERLEVERAGING, OVEREXPOSURE, ONE-SIDED BETS, ACCOUNT ROLLING).

5.3.2. As our Customer, you should understand and you agree that all our Services are for Customer's personal use only, meaning that only you personally can access your FTMO Account and perform trades. For that reason, you should not, and you agree not to,

- (a) allow access to and trading on your FTMO Account by any third party nor you shall engage or cooperate with any third party in order to have such third party perform trades for you, whether such third party is a private person or a professional;
- (b) access any third party FTMO Account, trade on behalf of any third party or perform any account management or similar services, where you agree to trade, operate or manage the FTMO Account on behalf of another user, all whether performed as a professional or otherwise.

Please note that if you act or behave in contradiction with the aforesaid, we will consider such action/behaviour as a Forbidden Trading Practice under this Section 5.3 with respective consequences as perceived under this Agreement.

5.3.3. Furthermore, you shall not exploit the Services by performing trades without applying market standard risk management rules for trading on financial markets, this includes, among others, the following practices (i) opening substantially larger position sizes compared to your other trades, whether on this or any other account of yours, or (ii) opening substantially smaller or larger number of positions compared to your other trades, whether on this or any other account of yours.

The FTMO Trading reserves the right to determine, at its own discretion, whether certain trades, practices, strategies or situations are Forbidden Trading Practices.

5.4. The results of the Customer's demo trading will always be evaluated by FTMO Trading for a period of one month, unless the Customer makes the Pay-out Request before the one-month period ends (the "**Reference Period**"). The Reference Period will always start on the day of the first demo trade in the FTMO Account and end in one month or at the end of the Profit Split Day (i.e. at 11:59:59 p.m. (hh:mm:ss) of Central European (Summer) Time (CE(S)T)) set in Customer's Pay-out Request, if the request was placed in accordance with Section 7.4. For the purpose of calculating the "one month" Reference

Period the "one month period" means the end of the day of the following month (i.e. at 11:59:59 p.m. (hh:mm:ss) of Central European (Summer) Time (CE(S)T)), which corresponds by its numerical designation to the day on which the Customer performed the first demo trade, or, if no day corresponds by its numerical designation in that calendar month than at the end of the first day of the following calendar month; for example, if the first trading day is 1 January, then the Reference Period will last until 11:59:59 p.m. (hh:mm:ss) of Central European Time (CET), on 1 February; if the first trading day is 30 or 31 January, then the Reference Period will last until 11:59:59 p.m. (hh:mm:ss) of Central European Time (CET), on 1 March).

- 5.5. The value of the initial demo capital for demo trading under this Agreement (the "**Capital**"), and, where applicable, the currency, risk option, and other parameters that apply to the demo trading under this Agreement, are set out in *Schedule A*. The value and currency of the Capital shall be the same as the amount and currency of the initial demo capital that the Customer has selected for demo trading within the FTMO Challenge and Verification services provided by FTMO Evaluation Global s.r.o. (the "**Evaluation Services**"). If the Customer has successfully completed several Evaluation Services, the Customer may request FTMO Trading to increase the Capital for the FTMO Account to an amount equal to the total sum of the initial demo capital amounts of the successfully completed Evaluation Services (e.g. the Customer completes FTMO Challenge and Verification with a capital of USD 50,000 and FTMO Challenge and Verification with a capital of USD 100,000, in which case the Customer may request an FTMO Account with a Capital of up to USD 150,000). The maximum total amount of the Capital, individually or in combination, shall be USD 400,000 per Customer or per each trading strategy with FTMO Account or FTMO Account Swing (or combination with other account types as per Clause 5.11) and USD 200,000 per Customer or per each trading strategy with FTMO Account Aggressive within the meaning of Clause 5.11. In addition to this increase, the Customer may request an increase in the Capital in accordance with the Scaling Plan available here www.ftmo.com/en/scaling-plan/, subject to the terms and conditions of the Scaling Plan and this Agreement. The final decision to allow an increase in the Capital shall always be entirely at the discretion of FTMO Trading, which may approve or reject this entitlement at its own discretion. FTMO Trading may condition the increase in the Capital by the execution of a new agreement to replace this Agreement.
- 5.6. If the Customer becomes entitled to a Reward, the demo trading within the given trading cycle shall be terminated, and all open positions shall be closed. The Customer is obliged to close all trading positions by the end of the Reference Period; if the Customer fails to close positions in time, FTMO Trading will automatically close all open positions on behalf of the Customer. After verification of the legitimacy of the Customer's entitlement to the Reward, the Customer shall be allowed to start a new trading cycle, and
- 5.6.1. FTMO Trading will provide the Customer with new login data for the FTMO Account;
- 5.6.2. all parameters of the FTMO Account will be reset to the initial values, including the value of the Capital (i.e. in particular all profits and losses shall be annulled), unless the Customer transfers a part of the value in respect of which the Customer is entitled to a payment in the form of a Reward to the next trading cycle in accordance with Clause 7.6.
- 5.7. If the Customer is not entitled to a Reward at the end of the Reference Period, the Customer will continue with demo trading under the same terms, i.e.
- 5.7.1. the Reference Period will automatically be extended by another month;
- 5.7.2. all parameters of the FTMO Account, including the current amount of the Capital with which the Customer performs demo trades, will remain unaffected;
- 5.8. If the Customer engages in any of the Forbidden Trading Practices described in Clause 5.3, the Customer will lose the right to a Reward for the given Reference Period and, in addition, (i) FTMO Trading may remove those demo trades that violate the prohibition from the Customer's trading history and/or (ii) not count their results in the profits and/or losses achieved by the demo trading, (iii) and/or to immediately cancel the Customer's FTMO Account and subsequently terminate this Agreement, and/or (iv) reduce the offered leverage on products to 1:5 on any or all Customer's accounts. In case when some or all Forbidden Trading Practices are executed on one or more FTMO Accounts of one Customer, or FTMO Accounts of various Customers, or by combining trading on FTMO Account and trading through Evaluation Services (i.e.. FTMO Challenge and Verification), then the FTMO Trading is entitled to cancel all FTMO Accounts, and terminate respective

agreements, used for or involved in the Forbidden Trading Practices and/or apply other measures in this Clause 5.8. FTMO Trading may exercise any and all actions in this Clause 5.8 at its own discretion.

- 5.9. If any Evaluation Services' user accounts were used for or were anyhow involved in the Forbidden Trading Practices, this may and will constitute a breach of respective terms and conditions for Evaluations Services with a third-party provider and may result in cancellation of all such user accounts and termination of respective agreements by the third-party provider.
- 5.10. FTMO Trading bears no responsibility for any information displayed on the Trading Platform or for any interruptions, delays or inaccuracies in the market or statistical data displayed through the Trading Platform or the instruments accessible within the Services provided.
- 5.11. The Customer shall not, alone or in concert with others, including between connected accounts, or accounts held with different FTMO entities, perform the same trading strategy, i.e., perform the same trades at the same time, on multiple FTMO Accounts while performing demo trading with us, unless the total sum of Capital on all such FTMO Accounts is less than USD 400,000 for FTMO Account or FTMO Account Swing and USD 200,000 per Customer or per each trading strategy for FTMO Account Aggressive. In case different types of accounts are combined (i.e. at least one FTMO Account or FTMO Account Swing and at least one FTMO Account Aggressive) then specific rules apply: (i) for any combination of FTMO Account or FTMO Account Swing and FTMO Account Aggressive the maximum total amount of the Capital shall be USD 400,000 per Customer or per each trading strategy; and (ii) for the purpose of the calculation of the maximum limit as per point (i), the amount of the Capital on any such FTMO Account Aggressive shall be counted twice, i.e. shall be doubled (as example: total Capital for the combination of an FTMO Account with the Capital of USD 100,000 and FTMO Account Aggressive with the Capital of USD 100,000 (this amount is counted twice) amounts to USD 300,000 in total). In case the FTMO Trading has a reasonable concern that the Customer has not complied with this Clause 5.11, the FTMO Trading may, at its own discretion and without prior notice (i) permanently decrease the maximum amount of the Capital on each affected FTMO Account proportionally, in a manner that the total demo capital on all affected FTMO Accounts shall together amount to a maximum amount of the Capital as provided in Clause 5.5 and/or (ii) cancel the concerned FTMO Accounts and/or (iii) immediately terminate this Agreement.

6. PROCESSING DEMO TRADES DATA

- 6.1. The Customer acknowledges that FTMO Trading has access to information about the demo trades that the Customer performs through the Trading Platform. The Customer grants FTMO Trading a consent to share this information with persons/entities that are members of the same group as FTMO Trading or are otherwise related to it and grant the FTMO Trading and those persons consent and authorisation to freely use this information, including, but not limited to, trade all or some of the demo trades in real financial markets or use them in any other manner. The Customer agrees that such activities may be performed automatically, without any further consent, consultation, or approval by the Customer being necessary, without the entitlement to any reward or yield associated with the use of such data by FTMO Trading or persons/entities that are members of the same group as FTMO Trading or are otherwise related to it, and without the Customer's entitlement to information about any specific handling of this information.
- 6.2. The Customer acknowledges that the amount of the Reward or its payment does not in any case depend on whether or in what manner FTMO Trading or the persons that are members of the same group as FTMO Trading use the information about demo trades. The Customer further acknowledges that using the Services under this Agreement is conditional upon granting the consent under this Clause 6. The Customer may however interrupt or terminate the use of the Services at any time; this will however not affect the processing and use of any data obtained earlier.

7. REWARD

- 7.1. The Customer's entitlement to the Reward and its amount will depend exclusively on the results of the Customer's demo trading and fulfilment of the parameters set by FTMO Trading for its payment. The Customer acknowledges that the entitlement or the amount of the Reward does not in any way depend on developments in the real financial markets or on the value that the demo trades would have in the real financial markets.

- 7.2. The Customer will only become entitled to the Reward if the Customer meets all the conditions for demo trading set out in this Agreement, in particular if the Customer meets all the parameters set out in Clause 5.2 in the Reference Period, at the end of the Reference Period, the difference between the value of the remaining balance of the demo capital in the Customer's FTMO Account (in which no positions are opened) and the value of the Capital is positive (the "**Profit**"), and if, the invoice is duly issued. If the Customer does not achieve a Profit at the end of the Reference Period, the Customer will not be entitled to any Reward for the given Reference Period. For the purposes of determining the Customer's entitlement to the Reward, only the Customer's results achieved within the Customer's demo trades in the FTMO Account will be taken into account.
- 7.3. The amount of the Reward is 80% of the Profit. In case a Roll-over Reward is included in the Profit, whether in full or in part, the Reward shall be calculated as follows: (100% of the part of the Profit that equals amount of the Roll-over Reward) + (80% of the Profit less the amount of the Roll-over Reward). The amount of the Reward determined as stated above is final and includes all taxes, whether direct or indirect, including VAT (Value Added Tax), GST (Goods and Services Tax), or similar taxes, levies and fees, which may apply to it under the relevant legal regulations. The Customer is solely responsible and liable for the payment of any and all taxes, whether direct or indirect, including VAT (Value Added Tax), GST (Goods and Services Tax), or similar taxes, levies or fees that apply to the Customer in relation to this Agreement under the applicable laws and acknowledges and agrees that FTMO Trading shall not be liable for any such obligations of the Customer. The currency of the Reward and the payment of the Reward to the Customer will be the same as the currency of the Capital of the Customer's FTMO Account. The following clauses are included only to provide examples of calculation of the Reward:
- 7.3.1. For example, the following situation may arise under this Agreement: If the Customer's Capital corresponds to a demo amount of USD 100,000 and the Customer begins trading on 5 May 2020 and, after a month, i.e. on 5 June 2020, the Customer has a demo amount of USD 200,000 in the FTMO Account, the Customer shall become entitled to a Reward of USD 80,000 (*i.e. 80% of USD 100,000 [USD 200,000 minus USD 100,000] equals USD 80,000*).
- 7.3.2. However, also the following situation may arise under this Agreement: If the Customer's Capital corresponds to a demo amount of USD 100,000 and the Customer begins trading on 5 May 2020 and, after a month, i.e. on 5 June 2020, the Customer has a demo amount of USD 92,000 in the FTMO Account, the Customer's entitlement to the Reward will correspond to USD 0 (*80% of the negative value of [USD 92,000 minus USD 100,000] equals USD 0 for the purpose of calculating the Reward*).
- 7.3.3. Furthermore, also the following situation may arise, if Roll-over Reward is utilized by the Customer: If the Customer's Capital corresponds to a demo amount of USD 100,000, the Customer utilized the Roll-over Reward of USD 10,000, and the Customer begins trading on 5 May 2020 and, after a month, i.e. on 5 June 2020, the Customer has a demo amount of USD 200,000 in the FTMO Account, the Customer shall become entitled to a Reward of USD 82,000 (*i.e. 100% of USD 10,000 plus [80% of USD 90,000 (USD 200,000 minus USD 100,000 minus USD 10,000)] equals to USD 82,000*).
- The amount of the Reward may be increased in accordance with the terms of the Scaling Plan, if applicable, in which case this provision shall apply accordingly.
- 7.4. **Pay-out.** The payment of the Reward is automatic upon the end of the Reference Period, if conditions are met (including if the Pay-out Request by the Customer is made). The Customer may place its Pay-out Request and set the Profit Split Day via technical means in the Client Section during the Reference Period. The Pay-out Request can be made on the last day of the one-month Reference Period at the latest, otherwise the Reference Period ends. The Profit Split Day can be set in the following time range: (i) at the earliest after fourteen Calendar days from the start of trading, i.e.. on the 15th day of the Reference Period and (ii) at the latest on the 60th day of the Reference Period. Once the Pay-out Request is placed, the Customer is allowed to make up to two changes to the Profit Split Day. The last day, when changes to the Profit Split Day are allowed is the day before the Profit Split Day.
- 7.5. If the Customer generates a Profit in the Reference Period, FTMO Trading will verify the legitimacy of the Customer's entitlement to the Reward, calculate it and communicate

the result to the Customer via Client Section. Based on this communication, the Customer shall state on the prescribed form to be provided by FTMO Trading what part of the Reward the Customer wishes to be paid, how the Customer wishes the Reward to be paid, and other mandatory information, and shall upload the form via the Client Section.

- 7.6. If the Customer states that the Customer wishes to only be paid a part of the Reward, only the Reward in the amount specified in the form will be paid out. The unpaid portion of the Reward will remain available at the given amount to the Customer in the form of demo capital and will be added to the Capital for further demo trading in the next Reference Period (the "**Roll-over Reward**"). The Customer cannot change this option after submitting the form. However, the Customer hereby acknowledges that the Roll-over Reward remains part of the demo capital and, therefore, it will only be used for further demo trading in accordance with this Agreement and is subject to all conditions of demo trading set forth herein. For the purpose of calculating parameters of maximum loss as per Clauses 5.2.1 and 5.2.2, the Roll-over Reward shall be omitted (i.e.. loss as per Clauses 5.2.1 and 5.2.2 shall be calculated based on the amount of the Capital without considering the amount of the Roll-over Reward). For the avoidance of doubt, the Parties understand and agree that any unpaid portion of the Reward has no monetary value and only represents demo capital at all times.
- 7.7. The Reward will be paid to the Customer on the basis of a tax document – invoice. The data on the invoice shall always correspond to the information provided by the Customer in the form specified in Clause 7.5; otherwise, FTMO Trading is not obligated to pay the Reward. The Customer is always responsible for the correctness of the invoice and its compliance with the relevant legal regulations, irrespective of the method of its issuance. The invoice will be issued by FTMO Trading on behalf of the Customer (*self-billing mechanism*) on the basis of authorisation by the Customer or directly by the Customer, if the authorisation is revoked, as further detailed in Clause 7.7.1 and 7.7.2.
- 7.7.1. **Self-billing.** The Customer hereby authorises FTMO Trading to repeatedly issue electronic invoices for the payment of the Reward on behalf of the Customer until such authorisation is revoked. The Customer may be requested to confirm this authorisation in the Client Section. The Customer shall comply with the following:
- (a) The Customer must communicate to FTMO Trading, no later than upon the first submission of the form specified in Clause 7.5, all data necessary for the issuance of an invoice in the form that will meet all the requisites set out by the relevant legal regulations, and in the event of any change in these data or requisites, promptly notify FTMO Trading thereof; the notification must be accompanied by documents evidencing the change, if applicable;
 - (b) If the Customer fails to fulfil the obligations as per the previous paragraph, the Customer may not use the procedure for issuing invoices under this Clause 7.7.1; if the Customer fulfils the obligation under the previous sentence, the invoice will always be issued by FTMO Trading on behalf of the Customer, unless the Customer revokes the authorisation by e-mail or via Client Section. A revocation made during a Reference Period is effective from the start of the following Reference Period. Any invoice issued directly by the Customer and send to FTMO Trading while the authorisation to issue invoices on behalf of the Customer by FTMO Trading is effective will be disregarded by FTMO Trading.
 - (c) Invoices will be issued automatically no later than 7 Calendar days from the date on which FTMO Trading receives the form under Clause 7.5 from the Customer. The invoices will be due in 14 days.
 - (d) If an invoice does not contain the requisites set out by the relevant legal regulations, the Customer may notify FTMO Trading thereof within 10 Calendar days from the date of receipt of the invoice, stating the specific deficiencies and quantification of the applicable taxes and fees, and request a corrected invoice. After that period, FTMO Trading is not obligated to correct invoices. FTMO Trading will send a corrected invoice to the Customer within 10 Calendar days from the date of receipt of a relevant timely notification from the Customer. In such a case, the maturity period of the invoice will be interrupted, and a new maturity period will begin upon the issuance of a corrected invoice. The Customer

is responsible for the content of the invoice so issued and must check the accuracy of the data immediately upon receipt of the issued invoice.

- 7.7.2. In case the Customer revokes the authorisation for FTMO Trading to issue invoices under Clause 7.7.1 by e-mail or via Client Section, the Customer shall issue the invoice itself. In such case, the Customer shall upload the invoice in an electronic form via the Client Area or send it to FTMO Trading to the following e-mail address: support@ftmo.com. The maturity period of any invoice issued by the Customer must be at least 14 days from its delivery to FTMO Trading. If an invoice issued by the Customer does not contain the requisites of a tax document under the relevant legal regulations, FTMO Trading may return it to the Customer to correct the errors and complete the data within 10 Calendar days from the date on which FTMO Trading received the invoice. In such a case, the maturity period of the invoice will be interrupted, and a new maturity period shall begin upon the delivery of the corrected faultless invoice to FTMO Trading.
- 7.8. FTMO Trading will pay the Reward(s) in the manner specified by the Customer in the form under Clause 7.5 by wireless transfer to the Customer's account, which the Customer shall state in the form under Clause 7.5, or by any other payment method accepted by FTMO Trading. All fees and costs of effecting the payment charged to the Customer (e.g., charged by a payment provider) are borne by the Customer.

8. USE OF THE SERVICES AND OTHER CONTENT

- 8.1. All Services, including the FTMO Account, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Services (including the FTMO Account), including any such content located on social networks of FTMO Trading or persons/entities that are members of the same group as FTMO Trading (the "**Content**"), are subject to legal protection under the legal regulations concerning copyright protection and other legal regulations, and are the property of FTMO Trading or FTMO Trading's licensors. FTMO Trading grants the Customer a limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the Content for the purpose of using the Services for the Customer's personal use and in accordance with the purpose for which the Services are provided. The Content is not sold or otherwise transferred to the Customer and remains the property of FTMO Trading or its licensors.
- 8.2. All trademarks, logos, trade names, and other designations are the property of FTMO Trading or FTMO Trading's licensors and FTMO Trading does not grant the Customer any right to use them, unless explicitly permitted in a written form.
- 8.3. Both the Customer and FTMO Trading undertake to act in accordance with the principles of fair dealing in the performance of the Agreement and in mutual interactions and, in particular, not to damage the good reputation and legitimate interests of the other party. The Customer and FTMO Trading shall resolve any possible disagreements or disputes between them in accordance with this Agreement and the applicable legal regulations.
- 8.4. FTMO Trading, its affiliates, or licensors, own and retain all rights, title and interest to the Services, Trading Platform or any software provided hereunder or any part thereof, including all intellectual property rights thereto. Except for the rights expressly set out in this Agreement, FTMO Trading does not grant the Customer any other rights relating to the Services and other Content. The Customer may only use the Services and other Content as set out in this Agreement.
- 8.5. When accessing the Services and other Content, it is prohibited to:
- 8.5.1. use any instruments that may adversely affect the operation of the Website and Services or that would be intended to misuse any errors, bugs, or other deficiencies of the Website and Services;
 - 8.5.2. circumvent geographical restrictions of availability or any other technical restrictions;
 - 8.5.3. make copies or back-ups of the Website and other Content;
 - 8.5.4. reverse-engineer, decompile, disassemble, or otherwise modify the Website and other Content;

- 8.5.5. sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast, or use the Services or other Content otherwise than as permitted;
- 8.5.6. use automated means to view, display, or collect information available through the Website or Services; and
- 8.5.7. use any other instruments or means the use of which could cause any harm to FTMO Trading.
- 8.6. If the Customer finds out that the Services or any other Content contain errors, bugs, or other deficiencies, the Customer shall notify FTMO Trading thereof without undue delay in writing.
- 8.7. If the Customer violates any restriction or prohibition under Clause 8, the Customer is obligated to indemnify FTMO Trading or companies that are members of the same group as FTMO Trading, or their customers, employees, members of governing bodies, shareholders, business partners, licensors of these persons or any cooperating persons (the "**Indemnified Persons**"), for, and hold them harmless from, any claims of third parties against the Indemnified Persons to the extent of any claims made or lawsuits filed by a third party on the basis of which the third party alleges that the rights of that third party have been violated or that the applicable law is violated in connection with the Customer's conduct, and the Customer shall pay all damages, including lost profits, costs of legal proceedings, and legal representation and other financial or non-financial claims arising from the claims or lawsuits of that third party.

9. LIMITATION OF LIABILITY

- 9.1. THE CUSTOMER ACKNOWLEDGES THAT THE SERVICES AND OTHER CONTENT ARE PROVIDED "AS IS" WITH ALL THEIR ERRORS, DEFECTS, AND SHORTCOMINGS, AND THAT THEIR USE IS AT THE CUSTOMER'S SOLE RESPONSIBILITY AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY THE MANDATORY LEGAL REGULATIONS, FTMO TRADING DISCLAIMS ANY STATUTORY, CONTRACTUAL, EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY RIGHTS.
- 9.2. TO THE EXTENT PERMITTED BY THE MANDATORY PROVISIONS OF THE APPLICABLE LEGAL REGULATIONS, FTMO TRADING IS NOT RESPONSIBLE FOR ANY HARM, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE, INCLUDING LOST PROFIT, LOSS OF DATA, PERSONAL OR OTHER NON-MONETARY HARM OR PROPERTY DAMAGE CAUSED AS A RESULT OF USE OF THE SERVICES OR RELIANCE ON ANY INSTRUMENT, FUNCTIONALITY, INFORMATION, OR ANY OTHER CONTENT AVAILABLE IN CONNECTION WITH THE USE OF THE SERVICES OR ELSEWHERE ON THE WEBSITE. FTMO TRADING IS NOT RESPONSIBLE FOR ANY PRODUCTS, SERVICES, APPLICATIONS OR OTHER CONTENT OF THIRD PARTIES THAT THE CUSTOMER USES IN CONNECTION WITH THE SERVICES. IN CASE THE FTMO TRADING'S RESPONSIBILITY IS INFERRED BY A COURT OF JUSTICE OR ANY OTHER COMPETENT AUTHORITY IN CONNECTION WITH THE OPERATION OF THE WEBSITE OR PROVISION OF THE SERVICES, THIS RESPONSIBILITY SHALL BE LIMITED TO A MAXIMUM AMOUNT OF USD 10,000.
- 9.3. FTMO Trading reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.
- 9.4. FTMO Trading is not responsible for its failure to provide the Services if that failure occurs due to serious technical or operational reasons beyond FTMO's control, in the case of any crisis or imminent crisis, natural disaster, war, insurrection, pandemic, a threat to a large number of people, or any other *force majeure* event, and/or if FTMO Trading is prevented from providing the Services as a result of any obligations imposed by a legal regulation or a decision of a public authority.
- 9.5. Should any information or statement of any employee or other staff or representatives of FTMO Trading be interpreted as investment advice or recommendation, FTMO Trading is not responsible for such information or statement.
- 9.6. FTMO Trading bears no responsibility for trading or other investment activities performed by the Customer outside the relationship with FTMO Trading, for example by using data or other information from the FTMO Account, Trading Platform or otherwise related to the Services in real trading in financial markets, not even if the Customer uses for such trading the same Trading Platform that the Customer has selected for demo trading.

10. CONFIDENTIALITY

- 10.1. The Customer is obligated to maintain confidentiality regarding the terms and conditions of this Agreement, the existence of this Agreement, the manner in which the Services are provided, the content of communication with FTMO Trading, all information that may constitute trade secrets, including know-how, and any information made available to the Customer by FTMO Trading which is designated as confidential or which is to be considered as confidential by reason of the nature of the information and the circumstances in which it was disclosed (the “**Confidential Information**”).
- 10.2. The obligation to protect the Confidential Information under Clause 10 shall not apply to cases where (i) the information is publicly available or known at the time of its use or disclosure, unless its public availability or knowledge was due to a breach of a legal or contractual obligation; or (ii) the obligation to disclose the Confidential Information is required by law or any other legal regulation or based on a final decision of a court, arbitration body or administrative body.
- 10.3. The Customer undertakes to comply with the obligations under this Clause 10 without any time limit also after the termination of the Agreement.

11. COMMUNICATION

- 11.1. All communication made by FTMO Trading or its partners in connection with the performance of this Agreement will take place via the registered e-mail address of the Customer, which the Customer must notify to FTMO Trading.
- 11.2. All communication from the Customer in connection with the performance of this Agreement must take place via the following contact e-mail address of FTMO Trading: support@ftmo.com, or shall be sent in writing to the following contact address: Purkyňova 2121/3, Prague, 11000, Czech Republic.
- 11.3. Written communication also includes written electronic communication by e-mail.

12. DURATION AND AMENDMENTS OF THE AGREEMENT

- 12.1. This Agreement is concluded for an indefinite period of time. This Agreement, however, terminates automatically, when the Customer fails to comply with one or more parameters as provided in Clause 5.2 or one of the Parties terminates this Agreement in accordance with this Clause 12.
- 12.2. Either Party may terminate this Agreement without specifying any reason by serving a written notice in accordance with Clause 11 on the other Party, with effect from the date of delivery of the notice. In such a case, the FTMO Account will be cancelled immediately, and all trades will be closed.
- 12.3. Upon termination of the Agreement, the Customer may become entitled to a Reward for the current Reference Period or part thereof. In such a case, the Reference Period will end on the day of cancellation of the FTMO Account, on which all trades shall also be closed. Clause 7 of this Agreement shall respectively apply to the calculation of the Reward. In the events listed in Clause 12.4 and 12.5, the provisions of this Clause 12.3 shall not apply and the Customer will not be entitled to the Reward.
- 12.4. The Customer is not entitled to the Reward or a proportional part thereof, if the Agreement is terminated hereunder due to a failure to comply with Clause 5.2.1., except for when such failure occurs for the first time on any of Customer’s FTMO Accounts with FTMO Trading (i.e., for the purpose of the entitlement to the Reward, allowance of one failure is granted per Customer not per FTMO Account).
- 12.5. Furthermore, the Customer is not entitled to the Reward or a proportional part thereof in cases where FTMO Trading terminates this Agreement for any of the following reasons:
- 12.5.1. any representation of the Customer given in Clause 3.1 proves to be untrue;
- 12.5.2. the Customer grossly violates any provision of this Agreement.

In particular, a repeated breach of any provision of the Agreement (i.e. more than three times) shall be considered a gross breach of the Agreement. The following (even if only one-off) violations shall also be considered gross violations: if the Customer accesses the Services in violation of Clause 3.3, if the Customer provides incomplete, untrue or outdated information in violation

of Clause 4.5, if the Customer engages in any of the Forbidden Trading Practices described in Clause 5.3, if the Customer engages in any of the activities listed in Clause 8.5, if the Customer acts in violation of Clause 8.3, and/or if the Customer violates the confidentiality obligation under Clause 10.

- 12.6. Given that the provision of the Services requires active access of the Customer to the Client Section, this Agreement shall also be terminated at the moment when the Customer loses access to the Client Section, which is provided by a third party, irrespective of the reason for such loss. In such a case, Clause 12.3 shall apply regarding the entitlement to the Reward.
- 12.7. Upon termination of this Agreement, the Customer shall return to FTMO Trading all documents, instruments, electronic, or other storage media, or any other means lent to the Customer by FTMO Trading and containing information about the activities of FTMO. The Customer may not make any copies of the means mentioned in the previous sentence.
- 12.8. If, as a result of a change in legislation or the practice of the relevant supervisory authorities, or as a result of a change in legal interpretation, a need arises to regulate the legal relationship established by this Agreement differently from a material or formal point of view, the Customer and FTMO Trading undertake to conclude an amendment to this Agreement or to replace this Agreement with a new agreement to meet any such need(s). If no such agreement is reached or the situation according to the previous sentence does not allow it or a decision of the relevant supervisory authority orders the termination of this Agreement, FTMO Trading may withdraw from this Agreement with immediate effect. In such a case, the Customer shall have no claims against FTMO due to the termination of the Agreement.

13. CHOICE OF LAW AND JURISDICTION

- 13.1. Any legal relations established by this Agreement or related to it, as well as any related non-contractual legal relations, shall be governed by the laws of the Czech Republic without regard for its conflict of laws provisions. Any dispute that may arise in connection with this Agreement and/or any related agreements shall fall within the jurisdiction of the Czech court having local jurisdiction according to the registered office of FTMO Trading.

14. CONSUMER INFORMATION

- 14.1. Nothing in this Agreement is intended to deprive the Customer who concludes this Agreement or uses the Services as a consumer of the protection afforded by the mandatory laws of a Member State of the European Union or any other jurisdiction. The provisions of this Clause 14 apply only to Customers who conclude this Agreement or use the Services as consumers.
- 14.2. If the Services are not provided or do not correspond to what has been agreed, the Customer may file a complaint by sending an email to support@ftmo.com. FTMO Trading will resolve the complaint as soon as possible, no later than within 30 Calendar days, and will confirm its receipt and settlement to the Customer in writing.
- 14.3. Clauses 14.3 and 14.4 apply only to a consumer who is at the same time an EU resident. The Customer has the right to withdraw from the Agreement without giving a reason within 14 days of its conclusion by sending a notice to support@ftmo.com. The Customer can use the sample form available here www.ftmo.com/en/withdrawal-form/. FTMO Trading will confirm the receipt of the form to the Customer in text form without undue delay. If the Customer starts performing demo trades before the expiry of the specified time limit, the Customer expressly asks FTMO Trading to provide the services before the expiry of the period for withdrawal, as a result of which the Customer loses its rights to withdraw from the Agreement.
- 14.4. The Czech Trade Inspection Authority (*Česká obchodní inspekce*), with its registered office at Štěpánská 567/15, 120 00 Prague 2, identification no.: 000 20 869, website: <https://www.coi.cz/en/information-about-adr/>, is responsible for the out-of-court settlement of consumer disputes. You can also use the platform at the following website to resolve disputes online: www.ec.europa.eu/consumers/odr.

15. FINAL PROVISIONS

- 15.1. FTMO Trading undertakes to process personal data in accordance with the Privacy Policy available here www.ftmo.com/en/privacy-policy/. If the Customer is a legal entity, the

Customer is obligated to acquaint with those documents the individuals to whom the Customer allows the use of the FTMO Account and/or the Trading Platform under the conditions set out in this Agreement.

- 15.2. Nothing in this Agreement is intended to limit any legal claims set out elsewhere in this Agreement or arising from the applicable legal regulations. If FTMO Trading or any third party authorised thereto does not enforce the compliance with this Agreement, this shall in no way be construed as a waiver of any right or claim.
- 15.3. FTMO Trading may assign any claim arising to it under this Agreement or any agreement to a third party without the Customer's consent. The Customer agrees that FTMO Trading may, as the assignor, transfer its rights and obligations under this Agreement or any agreement (or any parts thereof) to a third party. The Customer may not transfer or assign the Customer's rights and obligations under this Agreement or any other agreement (or any parts thereof) or any receivables arising therefrom, in whole or in part, to any third party.
- 15.4. If any provision of the Agreement is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. No past or future practice established between the Parties and no custom maintained in general or in the industry relating to the subject-matter of the performance which is not expressly referred to in the Agreement shall be applied and no rights and obligations shall be derived from them for the Parties, and, in addition, they shall not be taken into account in the interpretation of manifestations of the will of the Parties.
- 15.5. This Agreement constitutes the entire agreement on the subject matter of this Agreement concluded between FTMO Trading and the Customer and supersedes all prior agreements relating to the subject matter of the Agreement, whether verbal or written.
- 15.6. Prior to the mutual acceptance of this Agreement, the Parties have carefully assessed the possible risks arising from it and accept those risks. The Customer assumes the risk of a change of circumstances.
- 15.7. References to clauses and schedules used in this Agreement are references to clauses and schedules of this Agreement. The schedules to the Agreement form integral parts of the Agreement. In the event of any conflict between the wording of the body of the Agreement and any of its schedules, the body of the Agreement shall prevail. This Agreement has the following schedules:
 - *Schedule A* – Demo Trading Parameters
 - *Schedule B* – List of Reports

16. DEFINITIONS, EXPRESSIONS AND ABBREVIATIONS USED

- 16.1. For the purposes of the Agreement, the following definitions shall have the following meanings:
 - 16.1.1. „**Agreement**“ means this FTMO Account Agreement (as set out in the introductory provisions);
 - 16.1.2. „**Calendar day**“ means every full 24 hours calendar day, including weekends and public holiday, of the current time in the Czech Republic (Central European (Summer) Time ("CE(S)T"));
 - 16.1.3. „**Capital**“ means the value of the initial demo capital for demo trading under Agreement (as set out in Clause 5.5);
 - 16.1.4. „**Client Section**“ means the user interface on the Website (as set out in Clause 1.1)
 - 16.1.5. „**Confidential Information**“ means the terms and conditions of this Agreement, this Agreement, information on the manner in which the Services are provided, the content of communication with FTMO Trading, all information that may constitute trade secrets, including know-how, and any information made available to the Customer by FTMO Trading which is designated as confidential or which is to be considered as confidential by reason of the nature of the information and the circumstances in which it was disclosed (as set out in Clause 10.1);

- 16.1.6. **„Content“** means all Services, including the FTMO Account, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Services (including the FTMO Account), including any such content located on social networks of FTMO Trading or persons/entities that are members of the same group as FTMO Trading (as set out in Clause 8.1);
- 16.1.7. **„Customer“** or **„you“**, **„yours“** means a natural person or an entity that enters into the Agreement with FTMO Trading (as set out in the introductory provisions);
- 16.1.8. **„Evaluation Services“** means FTMO Challenge and Verification services provided by FTMO Evaluation Global s.r.o. (as set out in Clause 5.5);
- 16.1.9. **„Events“** means events as set out in clause 5.3.1(f)(I);
- 16.1.10. **„FTMO Account“** trading account for advanced users, which will be linked to access to the Trading Platform (as set out in Clause 4.1);
- 16.1.11. **„FTMO Trading“** or **„we“**, **„our“** means company FTMO Trading Global s.r.o., with its registered office at Purkyňova 2121/3, Nové Město, 110 00 Prague 1, Czech Republic, identification no.: 094 18 415, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 335283 (as set out in the introductory provisions);
- 16.1.12. **„Forbidden Trading Practices“** means trading practices and strategies use of which is strictly prohibited, while using our Services, and as more detailed in Section 5.3;
- 16.1.13. **„Indemnified Persons“** means companies that are members of the same group as FTMO Trading, or their customers, employees, members of governing bodies, shareholders, business partners, licensors of these persons or any cooperating persons (as set out in Clause 8.7);
- 16.1.14. **„Party“** means FTMO Trading or the Customer individually and **„Parties“** means FTMO Trading and the Customer collectively (as set out in the introductory provisions);
- 16.1.15. **„Pay-out Request“** means a request for payout of the Reward and setting a Profit Split Day by the Customer through the Client Section as detailed in Section 7.4;
- 16.1.16. **„Profit“** means the positive difference between the value of the remaining balance of the Capital in the Customer's FTMO Account (in which no positions are opened) and the value of the Capital (as set out in Clause 7.2);
- 16.1.17. **„Profit Split Day“** means a last day of trading (and of the Reference Period) set by the Customer in the Pay-out Request;
- 16.1.18. **„Reference Period“** means a period during which the results of the Customer's demo trading will be evaluated by FTMO Trading (as set out in Clause 5.4);
- 16.1.19. **„Reward“** means a certain financial reward calculated according to the rules defined in this Agreement (as set out in Clause 2.1);
- 16.1.20. **„Roll-over Reward“** means the unpaid portion of the Reward that will remain available at the given amount to the Customer in the form of demo capital and will be added to the Capital for further demo trading in the next Reference Period (as set out in Clause 7.6);
- 16.1.21. **„Scaling Plan“** means an exclusive trading option available to traders upon fulfilment of terms and conditions for Scaling Plan available here www.ftmo.com/en/scaling-plan/;
- 16.1.22. **„Services“** means the provision of instruments for demo foreign currency trading in the FOREX market or with other instruments in other financial markets, access to trading accounts for demo trading (FTMO Accounts), analytical instruments, training and educational materials, (if applicable) other accompanying services for advanced traders (as set out in Clause 2.1);
- 16.1.23. **„Trading Platform“** means the electronic interface in which the Customer shall perform demo trades (as set out in Clause 2.1);

- 16.1.24. „**Website**“ means the www.ftmo.com website (as set out in the introductory provisions).
- 16.2. For the purposes of the Agreement, the following expressions and abbreviations shall have the following meanings:
- 16.2.1. “CZK” means the Czech crown;
 - 16.2.2. “EUR” means the euro;
 - 16.2.3. “USD” means the United States dollar;
 - 16.2.4. “GBP” means the British pound;
 - 16.2.5. “CAD” means the Canadian dollar;
 - 16.2.6. “AUD” means the Australian dollar;
 - 16.2.7. “NZD” means the New Zealand dollar; and
 - 16.2.8. “CHF” means the Swiss franc.

SCHEDULE A

DEMO TRADING PARAMETERS

- FTMO Account with an initial capital of EUR 10,000 (or the corresponding equivalent: USD 10,000, GBP 10,000, CHF 10,000, CAD 15,000 or AUD 15,000)
- FTMO Account Aggressive with an initial capital of EUR 10,000 (or the corresponding equivalent: USD 10,000, GBP 10,000, CHF 10,000, CAD 15,000 or AUD 15,000)
- FTMO Account Swing with an initial capital of EUR 10,000 (or the corresponding equivalent: USD 10,000, GBP 10,000, CHF 10,000, CAD 15,000 or AUD 15,000)
- FTMO Account with an initial capital of EUR 20,000 (or the corresponding equivalent: USD 25,000, GBP 20,000, CHF 20,000, CAD 30,000 or AUD 30,000)
- FTMO Account Aggressive with an initial capital of EUR 20,000 (or the corresponding equivalent: USD 25,000, GBP 20,000, CHF 20,000, CAD 30,000 or AUD 30,000)
- FTMO Account Swing with an initial capital of EUR 20,000 (or the corresponding equivalent: USD 25,000, GBP 20,000, CHF 20,000, CAD 30,000 or AUD 30,000)
- FTMO Account with an initial capital of EUR 40,000 (or the corresponding equivalent: USD 50,000, GBP 35,000, CHF 40,000, CAD 60,000 or AUD 65,000)
- FTMO Account Aggressive with an initial capital of EUR 40,000 (or the corresponding equivalent: USD 50,000, GBP 35,000, CHF 40,000, CAD 60,000 or AUD 65,000)
- FTMO Account Swing with an initial capital of EUR 40,000 (or the corresponding equivalent: USD 50,000, GBP 35,000, CHF 40,000, CAD 60,000 or AUD 65,000)
- FTMO Account with an initial capital of EUR 80,000 (or the corresponding equivalent: USD 100,000, GBP 70,000, CHF 80,000, CAD 120,000 or AUD 130,000)
- FTMO Account Aggressive with an initial capital of EUR 80,000 (or the corresponding equivalent: USD 100,000, GBP 70,000, CHF 80,000, CAD 120,000 or AUD 130,000)
- FTMO Account Swing with an initial capital of EUR 80,000 (or the corresponding equivalent: USD 100,000, GBP 70,000, CHF 80,000, CAD 120,000 or AUD 130,000)
- FTMO Account with an initial capital of EUR 160,000 (or the corresponding equivalent: USD 200,000, GBP 140,000, CHF 160,000, CAD 240,000 or AUD 260,000)
- FTMO Account Swing with an initial capital of EUR 160,000 (or the corresponding equivalent: USD 200,000, GBP 140,000, CHF 160,000, CAD 240,000 or AUD 260,000)

SCHEDULE B

LIST OF REPORTS

Affected Instrument	Macroeconomic Announcement
USD (related to Forex + US Indices US30.cash/US100.cash/US500.cash/US2000.cash)	<ul style="list-style-type: none"> • Federal Funds Rate & Statement • Non-Farm Employment Change Unemployment Rate& Wages • Advance GDP q/q • FOMC Meeting Minutes • CPI y/y
EUR (related to Forex only)	<ul style="list-style-type: none"> • Main Refinancing Rate
GBP (related to Forex only)	<ul style="list-style-type: none"> • Official Bank Rate & MPC Votes • CPI y/y
CAD (related to Forex only)	<ul style="list-style-type: none"> • Overnight Rate/BOC Rate Statement • CPI m/m • Employment Change/Unemployment Rate
AUD (related to Forex only)	<ul style="list-style-type: none"> • Cash Rate & RBA Statement • Employment Change/Unemployment Rate • CPI q/q • GDP q/q
NZD (related to Forex only)	<ul style="list-style-type: none"> • Official Cash Rate & RBNZ Rate Statement • Employment Change/Unemployment Rate • CPI q/q • GDP q/q
CHF (related to Forex only)	<ul style="list-style-type: none"> • SNB Policy Rate
Other Instruments	Announcement
Crude Oil (UKOIL.cash, USOIL.cash)	<ul style="list-style-type: none"> • Crude Oil Inventories