

# Client Agreement



Version: January 29, 2025

## Agreement

1. This agreement is a legal agreement between an individual (“the client”), Quantfury Trading UK Limited (“Quantfury UK”), and Quantfury Trading Limited (“Quantfury Bahamas”). The term “Quantfury” as used herein refers to either entity, as applicable to the client.
2. This agreement, together with any other documentation made available to the client at any stage of the account opening and/or account funding process that sets out the terms and conditions that apply to the Products and Services as defined herein (the “Agreement”).
3. By using the Products and Services in any manner, the client agrees to be bound by the terms and conditions herein, and all other operating rules, policies and procedures that may be published by Quantfury and/or any affiliate entity of Quantfury, as applicable to the client, from time to time, each of which is incorporated by reference and each of which may be updated by Quantfury and/or any affiliate entity thereof, as applicable to the client, from time to time without notice.
4. The client’s use of the Products and Services is governed by the version of this Agreement in effect on the date of use.
5. The client’s continued use of and access to the Products and Services constitutes the client’s acknowledgment of, and agreement to, the then current Agreement and to having reviewed the most current version of this Agreement.
6. This Agreement is in addition to any other agreements between the client and Quantfury, including any client or account agreements and any other agreements that govern the client’s use of the Products and Services.
7. To the extent this Agreement conflicts with any other materials made available to the client, this Agreement shall prevail.

## Acceptance of Terms and Conditions

8. By using the Products and Services, the client agrees to follow and be bound by the terms and conditions as set forth in this Agreement, including the policies referenced herein. If the client does not agree to all the terms and conditions set forth in this Agreement, the client is not eligible to utilize and must not utilize the Products and Services.
9. This Agreement applies to all clients of Quantfury who in any way use the Products and Services.

## Products and Services

10. Quantfury is a global broker that allows clients, via its mobile and/or web-based trading and investment platforms, to trade and/or invest, by buying and selling a variety of financial instruments (including stocks, securities, ETFs, commodity futures, index futures, currency pairs, amongst others (singularly or collectively, “Asset”), with or without leverage, where

clients own underlying purchased securities and are allowed to transfer purchased securities without leverage to third party approved brokerages.

11. The products, software, goods, content, tools, information, and/or services made available to the client by Quantfury UK, Quantfury Bahamas, and/or any other affiliate entity or that the client receives from Quantfury UK, Quantfury Bahamas, and/or any other affiliate entity is defined, for the purposes of the Agreement, as the **“Products and Services”**.
12. The Products and Services are provided without commissions, leverage fees, and/or any other kind of fee to clients; and all trading positions are available to trade and invest at the real time spot bid and ask prices of the relevant exchange where the Asset is trading when opening, reducing, and/or closing trades, in each case as technically achievable by Quantfury using its best commercial efforts.

#### **Information about Quantfury UK and Quantfury Bahamas**

13. Quantfury UK and Quantfury Bahamas are affiliates of each other.
14. Quantfury UK is authorized and regulated in the United Kingdom by the Financial Conduct Authority (the “FCA”), and its principal place of business in the United Kingdom is located at: 1 Bolton Street, 4<sup>th</sup> Floor, London W1J 8HY, United Kingdom.
15. Quantfury Bahamas is authorized and regulated in the Commonwealth of The Bahamas by the Securities Commission of The Bahamas (the “SCB”) and its principal place of business in The Bahamas is located at: Lyford Cay House, 4<sup>th</sup> Floor, Western Road, Nassau, The Bahamas.

#### **Onboarding by Quantfury UK and Execution and Settlement by Quantfury Bahamas**

16. Quantfury UK and Quantfury Bahamas are parties to an execution and clearing agreement (“Execution and Clearing Agreement”) pursuant to which Quantfury Bahamas performs certain services, including with respect to the client’s account. The Execution and Clearing Agreement permits Quantfury Bahamas to satisfy its obligations thereunder by using the services of affiliate entities and/or unaffiliated third parties.
17. The responsibilities of Quantfury UK may be performed by Quantfury Bahamas and/or any other affiliate entity under the term of this Agreement in respect of the client’s account, although nothing obliges Quantfury Bahamas (and/or any other affiliated entity) to perform such services.
18. The services performed by and/or on behalf of Quantfury UK, Quantfury Bahamas, and/or any other affiliate entity may change from time to time. Quantfury Bahamas and/or any other affiliate entity is authorized to hold cash and/or investments on the client’s behalf and is authorized to transfer such cash and/or investments from the client’s account to meet the client’s settlement or other obligations.
19. Under this Agreement, a client of Quantfury UK remains a client of Quantfury UK but may also become a client of Quantfury Bahamas.
20. On a non-exhaustive basis, Quantfury UK shall primarily be responsible for the following:-
  - a. obtaining and verifying new information and documentation from the client and opening and closing the client’s account.
  - b. receiving the client’s orders (and modifications and cancellations thereof) and transmitting them for execution to Quantfury Bahamas. Quantfury UK and/or Quantfury Bahamas reserve the right to reject any order that may be transmitted to either of them for execution.

- c. accepting the client's instructions and transmitting them to Quantfury Bahamas for processing and settlement.
21. On a non-exhaustive basis, Quantfury Bahamas shall primarily be responsible for the following:-
- a. executing orders received from Quantfury UK via its various exchange memberships and/or routing the orders to another affiliate entity and/or a third-party broker.
  - b. acting as a broker for certain of the client's orders or arranging the clearing and settlement of the executed transactions.
  - c. performing certain cashiering and custody services. Such services include, without limitation (1) accepting and holding all cash submitted to fund the client's account (including, without limitation, funds submitted for the purpose of satisfying any margin requirements ("Margin Requirements"); (2) receiving, delivering and/or transferring securities purchased and sold, borrowed and loaned and receiving and distributing payments; (3) holding in custody and safekeeping all securities and payments so received; (4) paying and charging interest on the client's account; (5) receiving and distributing distributions; (6) enabling leverage; and/or (7) transferring positions or assets, in accordance with applicable laws and regulations.
  - d. performing certain back-office and record keeping and reporting functions with respect to the client's account, including the preparation of confirmations and account statements for transactions, distributing such confirmations and account statements directly to the client, maintaining books and records of all transactions, and reporting such information as may be required by relevant regulatory or self-regulatory organizations or applicable law.
22. The activities of Quantfury UK and/or its registered representatives are not supervised, directed, and/or audited by Quantfury Bahamas or any other affiliate entity, nor does Quantfury Bahamas or any other affiliate entity verify any information it receives from Quantfury UK about the client or the client's account.
23. Quantfury UK and Quantfury Bahamas are authorized to disclose the client's information and/or documentation relating to the client's account and transactions to each other and/or to any other affiliate entity; and Quantfury UK, Quantfury Bahamas, and/or any other affiliate entity are expressly authorized by the client to store, use, and/or process personal information that the client provides and/or are otherwise acquired from the client, as set forth in this Agreement.
24. By using the Products and Services, clients who open an account with Quantfury UK expressly consent to the relationship between Quantfury UK and Quantfury Bahamas as described in this Agreement.

#### **Good Faith Use of the Products and Services and Account**

25. The client agrees to:-
- a. use the Products and Services in good faith for the purpose of trading and investing financial instrument(s) with a view toward profiting on the market activity of such instrument(s),
  - b. refrain from use of the Products and Services for the purpose of acting for the benefit of another client,
  - c. refrain from any use of the Products and Services whereby a bot or other similar software initiates instructions in respect of any position chosen,

- d. refrain from accessing the Products and Services via a virtual private network (VPN) or modifying the client's internet protocol (IP) address,
- e. refrain from any use of the Products and Services in coordination with or on behalf of another person or entity (including any source of funds and/or investments),
- f. refrain from accessing the Products and Services using more than one account,
- g. refrain from accessing the Products and Services via an alternatively created account in order to circumvent restrictions otherwise placed upon the client's Quantfury account,
- h. at all times maintain ownership and control of the mobile telephone number associated with the client's Quantfury account,
- i. provide accurate, current, and complete information in connection with account creation and operation,
- j. maintain the security of the client's password and identification used in connection with account creation and operation,
- k. maintain and promptly update any information in connection with account creation and operation, and any other information that the client provides to Quantfury, to ensure it is accurate, current, and complete,
- l. accept all risks of unauthorized access to data provided in connection with account creation and operation and any other information the client provides to Quantfury, and
- m. use the Products and Services in compliance with applicable laws, including, applicable insider trading laws (subparagraphs a. through m. of this Clause, collectively the "Purpose of Use Obligation").

## **Content**

- 26. The Products and Services may include or make available certain content (the "Content"). Content includes: 1) account positions, balances, transactions, confirmations, and order history; 2) general news and information, commentary, research reports, educational materials and information and data concerning the financial markets, financial instruments and other subjects; 3) market data such as quotations for financial instruments, transactions and/or last sale information for completed financial instrument transactions reported; 4) financial and investment interactive tools, such as alerts or calculators; 5) company names, logos, product and service names, trade names, trademarks and services marks (collectively, "Marks") owned by Quantfury, and Marks owned by certain third parties (each, a "Third-Party Provider" and collectively, the "Third-Party Providers"); and 6) any other information, content, services, or software. Certain Content is furnished by Third-Party Providers. Such Content ("Third Party Content") includes, any information, content, service or software made available by or through social media websites, blogs, wikis, online conferences, telecasts, podcasts, and other forums (collectively, the "Forums"). Third Party Content may be available through framed areas or through hyperlinks to the Third-Party Providers' websites. Quantfury does not control, endorse, investigate, or adopt any Third-Party Content, and makes no representations or warranties of any kind regarding the Third-Party Content, including with respect to its accuracy or completeness. The client acknowledges and agrees that Quantfury is not responsible or liable in any manner for any Third-Party Content or the client's reliance upon Third Party Content.
- 27. Content posted on the Products and Services is published as of its stated date or, if no date is stated, the date of first posting. Neither Quantfury nor the Third-Party Providers have undertaken any duty to update any such information.

28. Quantfury does not prepare, edit, or endorse Third Party Content. Quantfury does not guarantee the accuracy, timeliness, completeness or usefulness of Third-Party Content, and is not responsible or liable for any content, advertising, products, or other materials on or available from third party sites.
29. The client will not hold Quantfury and/or any Third-Party Provider liable in any way for (a) any inaccuracy of, error or delay in, or omission of the Content; or (b) any loss or damage arising from or occasioned by i) any error or delay in the transmission of such Content; ii) interruption in any such Content due either to any negligent act or omission by any party or to any “force majeure” (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), or iii) to any other cause beyond the reasonable control of Quantfury and/ or Third-Party Provider, or iv) non-performance.
30. Quantfury has no special relationship with or fiduciary duty to the client. Neither Quantfury nor the Third-Party Providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes. Neither Quantfury nor the Third-Party Providers make any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular financial instrument.
31. Content is provided exclusively for personal and noncommercial access and use. No part of the Products and Services or Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Quantfury’s express prior written consent.

#### **Warranty Disclaimer and Limitations of Liability**

32. Trading and investing using Quantfury carries a level of risk that may not be suitable for all persons interested in trading. The client may sustain a loss of some or all of the client’s invested capital, therefore, the client should not speculate with capital that the client cannot afford to lose. The client should seek advice from an independent financial advisor before using the Products and Services.
33. The Content and the Products and Services are provided on an “as is” and “as available” basis. To the fullest extent permitted under applicable law, Quantfury and the Third-Party Providers expressly disclaim all warranties of any kind with respect to the Content and the Products and Services, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
34. Quantfury makes no representation or warranty, express or implied, with respect to any data provided by Third Party Providers or its transmission, timeliness, accuracy, or completeness, including but not limited to implied warranties or warranties of merchantability or fitness for a particular purpose. Neither Quantfury nor Third-Party Providers guarantee the accuracy, timeliness, completeness or usefulness of any Content. The client agrees to use the Content and the Products and Services only at the client’s own risk.
35. Under no circumstances shall Quantfury UK, Quantfury Bahamas, and/or any other affiliate entity, nor any of their respective directors, officers, employees, affiliates, associates, or agents be liable to the client for any system failure, delays or interruptions of service or transmissions, or malfunctions or failures of performance of the Products and Services or any transmission, communication or computer facility or system used in connection with the provision of the Products and Services under this Agreement, regardless of cause, including, but not limited to, those caused by hardware, software malfunction, human error, supra national, governmental, exchange or other regulatory or self-regulatory rules or actions, acts of God, acts of war (declared or undeclared), acts of terrorism, public health events (including pandemics), the

intentional acts of Quantfury UK, Quantfury Bahamas, and/or any other affiliate entity or failure to prevent service disruption or system failure by Quantfury UK, Quantfury Bahamas, or any other affiliate entity. The client recognizes that there may be delays or interruptions in the use of the Products and Services, including, for example, those intentionally caused by Quantfury UK, Quantfury Bahamas, and/or any other affiliate entity for the purpose of servicing the Products and Services.

36. Neither Quantfury nor the Third-Party Providers explicitly or implicitly endorse or approve any Third-Party Content. Third-Party Content is provided for informational purposes only.
37. The Content or any information contained in the Products and Services is not intended to provide and/or does not constitute financial, legal, tax, or investment advice and/or recommendations.
38. The Client is solely responsible for determining whether any investment, investment strategy, or related transaction is appropriate for the client based on the client's personal investment objectives, financial circumstances and risk tolerance. The client is solely responsible for conducting any legal, accounting, or due diligence review. The client should consult the client's legal and/or tax professional regarding the client's specific situation.
39. The information contained in Quantfury or any Content provided through the Products and Services has been prepared without any reference whatsoever to the client's financial situation.
40. **QUANTFURY, QUANTFURY UK, QUANTFURY BAHAMAS, ANY OTHER AFFILIATE ENTITY, AND THE THIRD PARTY PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF QUANTFURY OR ANY THIRD PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OF OR THE INABILITY TO USE THE CONTENT OR THE PRODUCTS AND SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (3) ACCESS TO OR ALTERATION OF THE CLIENT'S ACCOUNT, TRANSMISSIONS OR DATA DUE TO THE CLIENT'S CONDUCT, INACTION OR NEGLIGENCE; OR (4) ANY OTHER MATTER RELATING TO THE CONTENT OR THE PRODUCTS AND SERVICES.**

#### **Risk Warning/Disclaimer**

41. Quantfury does not make recommendations and/or offer investment advice of any kind. The client is solely responsible for evaluating the merits and risks associated with the use of any Content provided through the Products and Services before making any decisions based on such Content.
42. The client agrees not to hold Quantfury or any Third-Party Provider liable for any possible claim for damages arising from any decision the client makes based on the Content or other information made available to the client through the Products and Services or any Third-Party Provider websites. Past performance data should not be construed as indicative of future results.

#### **Eligibility**

43. The Content and the Products and Services are not intended for citizens or residents of the Commonwealth of The Bahamas, the British Virgin Islands, the United States of America (and

any of its territories) or Canada (singularly, “a Prohibited Jurisdiction” or collectively, “the Prohibited Jurisdictions”). The Content and the Products and Services shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal. The client agrees that he or she is not, nor is he or she acting on behalf of a person who is, and the client is not permitted to access or use the Content or Products and Services if the client is: a citizen or resident of, domiciled in, accessing the Products and Services from (via VPN or otherwise), located or incorporated in, a Prohibited Jurisdiction or any of the Prohibited Jurisdictions, any country or other jurisdiction that is sanctioned by any of the Prohibited Jurisdictions, as applicable, or any country or jurisdiction that prohibits access to, or use of, the Content or Products and Services or where it would be illegal according to applicable law for the client (by reason of the client’s nationality, domicile, citizenship, residence or otherwise) to access or use the Products and Services or the Content or where the publication or availability of the Products and Services or the Content is prohibited or contrary to local law or regulation or could subject Quantfury and/or any affiliate entity to any local registration or licensing requirements (the “Eligibility Obligation”).

44. In the event that the client violates the Eligibility Obligation or that the client gives false or unverifiable information or representations as to the client’s citizenship or residency, Quantfury reserves the right to close the client’s account(s) immediately, liquidate any open positions, reverse trading positions and irrevocably seize, suspend, arrest, and/or reduce the client’s account(s) balance. Any such suspensions or arrests may be maintained indefinitely and for so long as Quantfury conducts investigations regarding the basis for such suspensions or arrests. The client assumes all responsibility arising from any access to or use of the Content and Products and Services in the event that the client violates the Eligibility Obligation.

#### **Automatic Margin Call**

45. The client’s trading account balance is determined by calculating the difference of: (a) all funds deposited in the client’s trading account and profits derived from the client’s positions taken using the Products and Services, less (b) withdrawals taken from the client’s trading account and losses derived from the client’s positions taken using the Products and Services.
46. When using the Products and Services, if the client’s trading account balance declines to zero, the client will be subject to an automatic margin call (an “Automatic Margin Call”), pursuant to which all positions in the client’s trading account (including, for the avoidance of doubt, all funds deposited in the client’s trading account) will be closed without recourse to Quantfury and without informing the client in advance.
47. In the event of an Automatic Margin Call the client will be notified of same promptly thereafter. In no event will the liability arising from the declining value of the client’s positions be greater than the client’s trading account balance.

#### **Segregation**

48. Quantfury will ensure that any deposited funds of a Client shall be physically segregated, distinct from its own account, and shall not be used by Quantfury for itself or for any purpose other than the purposes mentioned herein.

#### **Quantfury Use of Client Funds**

49. Quantfury may place or utilize the client’s funds held by it with a clearinghouse facility or other marketplace in order to permit the client an opportunity to earn an interest rate on such funds, in accordance with any restrictions or rules it defines pertaining to such placement and/or utilization.

50. The client hereby acknowledges, understands, accepts, and consents to the use of or placement of the client's funds by Quantfury in this manner and/or in any manner permitted by applicable laws and regulations.

### **Client Agreement**

51. The client confirms that he or she is an individual, natural person who receives and uses the Products and Services in each case subject to the following restrictions:-
- a. has attained eighteen (18) years of age;
  - b. has all necessary legal capacity to enter into this Agreement and to place orders under this Agreement;
  - c. has sufficient experience, knowledge, and understanding of the characteristics and risks associated with the financial instruments that you are permitted to trade in the client's account;
  - d. is not a member of (or hold or lease any type of membership in) any exchange;
  - e. is not registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any financial regulatory authority;
  - f. is not acting on behalf of an institution that engages in brokerage, banking, investment, or financial activities.
52. The client's use of the Products and Services is:-
- a. solely for his or her personal or private use;
  - b. funded by the client's personal funds; and
  - c. limited to managing his or her own assets, and will not be used in connection with the management of any assets of any third party or parties in any capacity.
53. The client hereby agrees and confirms that:-
- a. every funding from and/or to the client's account and/or withdrawal from the client's account, is made from and/or to an account and/or wallet address belonging to the client.
  - b. Quantfury has the right to request documentation from the client substantiating the above and, if the client fails to comply with such request, the client acknowledges that Quantfury may disable the client's account or take necessary action that would result in the client's account not being operational until non-compliance has been cured.
54. The client further agrees and confirms that he or she:-
- a. will not misrepresent the Products and Services or deface or remove any trademarks included in or transmitted with the Products and Services;
  - b. will not use the Products and Services for any illegal purpose;
  - c. will not use the Products and Services for Non-Display use;

- d. will not use the Products and Services provided by Quantfury or any portion thereof in the creation, distribution, settlement, or maintenance of any derivative work (including but not limited to financial products, indexes, quotes, spot prices, curves, surfaces, contracts for difference (CFDs) and other leveraged products, indicative optimized portfolio values (IOPV), net asset value (NAV), or analytical reference figures or values calculated from the Products and Services for purposes of fund administration and portfolio management services, risk management services or valuation services based on the Products and Services) unless you are licensed to do so by Quantfury;
- e. recognizes all of Quantfury's intellectual property rights and hereby acknowledges all intellectual property rights that exist between Quantfury and various exchanges; and
- f. shall not distribute or permit distribution of the Products and Services to any entity located in any country subject to comprehensive sanctions by the Office of Foreign Assets Control and/or identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List.

### **Termination; Modification; Breach**

- 55. The client agrees that, with or without notice, Quantfury may terminate this Agreement, or suspend the client's access to the Products and Services or the Content, with or without cause, at any time and effective immediately.
- 56. This Agreement will terminate immediately without notice from Quantfury if the client, in its sole discretion, fails to comply with any provision of this Agreement.
- 57. Quantfury shall not be liable to the client or any third party for the termination or suspension of the Products and Services or the Content, or any claims related to such termination or suspension.
- 58. Any breach of the Agreement may result in an obligation by the client for appropriate reimbursement to Quantfury of the client's previously withdrawn account funds, a claim by Quantfury against the client for applicable damages, reversal of applicable trading positions and/or temporary or irrevocable suspension, seizure, arrest, and/or reduction of the client's account balance.
- 59. Quantfury may suspend, discontinue or modify the Products and Services or Content, or any portion thereof (including with respect to leverage or buying power multipliers and allowances), at any time, and for any reason. The client releases and agrees to indemnify and hold harmless Quantfury, and the Third-Party Providers, for any loss or damages arising from or relating to such suspension, discontinuation, or modification.
- 60. If the client wishes to terminate the Products and Services, the client may do so at any time by giving Quantfury at least thirty (30) days written notice. Any notice of termination which the client provides to Quantfury will take effect within thirty-one (31) days of the day in which Quantfury receives it. Termination of this Agreement will terminate the client relationship with both Quantfury UK and Quantfury Bahamas and their relevant affiliates.
- 61. All provisions of this Agreement shall survive termination, including, without limitation, warranty disclaimers, indemnity, and limitations of liability.

### **Taxes**

- 62. It is the client's obligation alone to calculate and pay all taxes applicable to such client in their country of residence, or otherwise arising as a result of the client's use of the Products and Services.

## **Dividends**

63. With respect to any company's specified ex-dividend date, (a) each Client using the Products and Services to hold a long position in the applicable stock as of the market open on such date will be entitled to receive the applicable announced dividend per share amount and (b) each Client holding a short position in the applicable stock as of the market open on such date shall be obligated to pay Quantfury the announced dividend per share amount. Such payment may, in Quantfury's discretion, be made by way of an irrevocable seizure and/or reduction in such client's trading account balance.

## **Terminology**

64. Unless the context otherwise requires, whenever the words "including," "include," or "includes" are used herein, they shall be deemed to be followed by the phrase "without limitation."

## **Third-Party Limitations**

65. In addition to this Agreement, the client's access to and use of the Content and the Products and Services is subject to the limitations imposed on Quantfury and the Products and Services as per any third-party that provides services to Quantfury, including in respect of any such third-party's defects, delays, circumstances, obligations and/or terms, and the client hereby waives any loss or damages in respect thereof.

## **Defects and Inconsistencies**

66. In the event the client detects a defect or inconsistency in the Products and Services or Content the client agrees to promptly notify Quantfury of same and to refrain from taking positions in respect thereof. Quantfury shall have no obligations of payment or otherwise in respect of positions taken relating to any such defect or inconsistency. With respect to a client's trading account, Quantfury reserves the right to reduce such account balance to the extent of any profits derived from the above-described positions. For purposes hereof, a "defect or inconsistency" shall mean a circumstance where the Products and Services or Content operates or is presented contrary to: (a) its actual intended operation or design, or (b) a reasonable interpretation of its intended operation or design.

## **Communications**

67. By using the Products and Services or the Content, the client expressly consents to any form of recording and retention of any communication, information and data exchanged between the client and Quantfury, any Third-Party Provider, and/or its representatives and agents.
68. All communications made at or through the Forums are public. Neither Quantfury nor the Third-Party Providers screen, review, approve or endorse any Third-Party Content available on or through the Forums. Reliance on any Third-Party Content available on or through the Forums is at the client's own risk. When discussing a particular company, stock or security in the Forums, the client agrees to reveal any ownership interest in such company, stock or security. Without limitation, the client agrees not to do any of the following:-
  - a. upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (including, but not limited to, any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
  - b. harm minors in any way;

- c. impersonate any person or entity, including, but not limited to, (i) a Quantfury or Third-Party Provider manager, employee, agent, or representative or (ii) forum leader, guide or host;
- d. falsely state or otherwise misrepresent the client's affiliation with any person or entity;
- e. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material;
- f. upload, post or otherwise transmit any material that the client does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- g. upload, post or otherwise transmit any material that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- h. upload, post, or transmit unsolicited commercial email or "SPAM," including, but not limited to, unethical marketing, advertising, or any other practice that is in any way connected with SPAM, such as: (1) sending mass emails to recipients who haven't requested email from the client or with a fake return address; (2) promoting a site with inappropriate links, titles, or descriptions; or (3) promoting any site by posting multiple submissions in Forums that are identical;
- i. upload, post or otherwise transmit any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- j. interfere with or disrupt the Products and Services or servers or networks connected to the Products and Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Products and Services;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any regulations having the force of law;
- l. "stalk" or otherwise harass another;
- m. collect or store data about other clients of the Products and Services;
- n. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty;
- o. promote, offer for sale or sell any security or item, good or service that i) violates any applicable international, federal, state, or local law or regulation, ii) the client does not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or iii) Quantfury or the Third-Party Providers determine, in their sole discretion, is inappropriate for sale;
- p. use the Forums as a forwarding service to another website; or
- q. access or otherwise use the Forums in any unlawful manner, for any unlawful purpose or in violation of this Agreement.

## External Links

69. Quantfury and/or the Third-Party Providers may provide links to other websites or resources. Because neither Quantfury nor the Third-Party Providers have any control over such sites and resources, the client acknowledges and agrees that neither Quantfury nor the Third-Party Providers are responsible for the availability of such external sites or resources. Quantfury and the Third-Party Providers do not endorse and are not liable for any content, advertising, products, or other materials on or available through such sites or resources. The client further acknowledges and agrees that neither Quantfury nor the Third-Party Providers shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## Applicable Policies

70. In addition to the terms and conditions herein, the client's access to and use of the Content and the Products and Services is subject to Quantfury's then-current policies relating to the Content and the Products and Services. The client agrees to be bound by these policies and all other Quantfury policies applicable to the access and use of the Content and the Products and Services.
71. By using the Products and Services, the client recognizes and agrees that he or she will provide data to Quantfury, and the client is consenting to have the client's data transferred to and processed by Quantfury, Quantfury UK, Quantfury Bahamas, any other affiliate entity, and/or any Third Party Provider, and/or any applicable regulatory authorities in accordance with applicable law and with the Quantfury Privacy Policy (which can be found at <https://quantfury.com/quantfury-privacy-policy.pdf>). The client understands that the client may withdraw the consent at any time by providing written notice to Quantfury, and Quantfury shall then delete the client's data subject to regulatory record keeping requirements. As part of providing the client the Products and Services, Quantfury may need to provide the client with certain communications, such as service announcements and administrative messages. These communications are considered part of the Products and Services, which the client may not be able to opt-out from receiving.
72. The client's inability to comply with the terms and conditions in this Agreement and the trading conditions of Quantfury and/or the client's misuse of the Products and Services (as determined to be misuse by Quantfury in its sole discretion) may result in reversal of applicable trading positions, reduction of leverage, temporary or irrevocable suspension, seizure, arrest, and/or reduction of the client's trading account balance or the client's account balance, as determined in Quantfury's sole discretion.

## Acceptance of the Terms and Conditions of Market Data Display Services, New York Stock Exchange

73. By using the Products and Services and the Content, the client affirms that he or she:- (a) has reviewed the terms and conditions of Market Data Display Services of the New York Stock Exchange, found here: [https://www.nyse.com/publicdocs/ctaplan/notifications/trader-update/Exhibit\\_B\\_Metered\\_Usage\\_Addendum\\_and\\_Non-Professional\\_Subscriber\\_Electronic.pdf](https://www.nyse.com/publicdocs/ctaplan/notifications/trader-update/Exhibit_B_Metered_Usage_Addendum_and_Non-Professional_Subscriber_Electronic.pdf) ("the Market Data Terms"), and that (b) has consented to and agreed to follow and be bound by the Market Data Terms.

## KYC / AML Program

74. Quantfury, its subsidiaries, any affiliate entities, and/or any agents acting on Quantfury's behalf, collectively known as Quantfury, are committed to detecting and deterring persons engaged in money laundering or terrorist financing from using the Products and Services. Quantfury is

equally committed to ensuring the Products and Services are not used to violate or circumvent economic sanctions. This commitment is honored through the establishment of an Anti-Money Laundering / Anti-Terrorist Financing (AML/ATF) and sanctions risk and compliance management program (“AML Program”) that is designed to detect and report suspected money laundering and terrorist financing and activity prohibited by sanctions. Quantfury is subject to, and bound to comply with, the AML/ATF and Sanctions laws and regulations in each of the jurisdictions in which it operates. In accordance with legislative and regulatory requirements, Quantfury supports policies and requirements that include:-

- a. senior management oversight of the AML Program;
  - b. identification of clients;
  - c. client transactions’ record keeping;
  - d. ongoing monitoring to detect and report attempted or completed suspicious transactions;
  - e. client and transaction screening against terrorist and other sanctions watchlists;
  - f. ongoing training for employees and those who act on behalf of Quantfury;
  - g. assessment of money laundering, terrorist financing and sanctions risks; and
  - h. independent testing of control effectiveness.
75. The AML Program is routinely evaluated, updated and enhanced in order to reflect changes to Quantfury’s business activities, as well as applicable supervisory standards and legal requirements.
76. Quantfury reserves the right to request additional information from Clients pursuant to the AML Program. Such requests may include, without limitation, evidence regarding the identity, residence, occupation, source of wealth and origin of funds, ownership and control by a client of the mobile telephone account, and/or any other information of the client that Quantfury, any affiliate entity, or Third-Party Providers, deems appropriate.
77. In the event that the client fails to satisfy such requests or that the client gives false or unverifiable information or representations in response to such requests, Quantfury reserves the right to irrevocably seize, suspend, and/or arrest the client’s trading account balance and may withhold any payments (including account balance transfers). Any such suspensions, arrests, or withholdings may be maintained indefinitely and/or for so long as Quantfury conducts investigations regarding the bases for such suspensions, arrests, or withholdings.

### **Compensation Scheme and Complaints**

78. Quantfury UK is covered by the FCA Financial Services Compensation Scheme. In the event that Quantfury UK was to face liquidation and cannot meet its obligations, clients of Quantfury UK may be entitled to compensation up to £85,000.00. Information regarding the conditions governing compensation and the formalities which must be completed to obtain compensation can be obtained by visiting the following website:  
<https://www.fscs.org.uk/making-a-claim/claims-process/complaints/>.

### **Indemnification**

79. The client agrees to indemnify, hold harmless, and defend Quantfury UK, Quantfury Bahamas, any affiliate entities, and the Third-Party Providers, and their respective officers, directors, agents, partners, employees, licensors, distributors, and representatives, from and against any

and all liabilities, claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to breach of the Eligibility Obligation or any of the terms and conditions herein, the client's access and/or use of, or interaction with the Products and Services or Content (including, Third Party Content), or any act, error, or omission of the client's use of the client's trading account or any client of the client's trading account, in connection therewith, including, but not limited to, failure to satisfy the Purpose of Use Obligation, fraud, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or service or any injury or damage to person or property caused by any products or services sold or otherwise distributed through or in connection with the Products and Services; or violation of any applicable law, including applicable insider-trading laws.

80. With respect to a client's trading account, Quantfury reserves the right to reverse trading positions and/ or irrevocably suspend, seize, arrest, or reduce the client's trading account balance, as determined in its sole discretion, to the extent of any above-described indemnification obligations and/or in the event of a breach of the terms and conditions herein.

#### **Client Assets**

81. Except where Quantfury agrees, interest is not payable on funds deposited by clients.
82. Subject to the terms and conditions herein, funds received by Quantfury, prior to utilization of the Products and Services shall be held in accounts and/or wallets originated by reputable third-party providers.
83. All funds and other property of any Client which Quantfury or its affiliates may at any time be carrying for a client (either individually or jointly with others) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held as security and subject to a general lien and right of set-off for liabilities of the client to Quantfury, whether or not Quantfury has made advances in connection with such funds or other property, and irrespective of the number of accounts the client may have with Quantfury.
84. Quantfury shall at no time be required to deliver to any client the identical property delivered to Quantfury for any account of any client.
85. By accessing the Products and Services and the Content, each client acknowledges and agrees that Quantfury may withdraw and utilize such client's deposited funds and other property to: (A) make a payment in line with such client's instructions; (B) provide sufficient margin in respect of open positions; (C) satisfy obligations to Quantfury that it is entitled to as a result of such client utilizing the Product and Services and the Content in accordance with agreed terms; and (D) to set-off any unrealized losses such client has incurred.

#### **Revisions**

86. Quantfury reserves the right, at its sole discretion, at any time, to modify or replace any of the terms of this Agreement, or change, suspend, or discontinue the Products and Services (including without limitation, the availability of any feature, database, or content) by updating this Agreement. Such modification shall become part of this Agreement and are automatically effective once posted. The client agrees to be bound by subsequent revisions and agrees to review this Agreement periodically for changes. The most updated version of this document will be available for the client's review. No oral agreements or instructions to Quantfury in contrary to this Agreement shall be recognized or enforceable. The client's continued use of the Products and Services following the posting of any changes to the terms and conditions herein constitutes acceptance of such changes.

### **Applicable Law and Venue; Arbitration; Severability**

87. This Agreement constitute the entire agreement between the client and Quantfury with respect to the Products and Services and the use of Quantfury and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between the client and Quantfury with respect to the Products and Services.
88. The client agrees that this Agreement shall be governed by, construed and interpreted in accordance with the laws of England, without giving effect to principles of conflicts of law.
89. The client irrevocably agrees to resolve any disputes arising from or relating to this Agreement through binding arbitration. This means that the client waives any right to sue in court. Instead, the client will submit any and all claims to an impartial arbitrator who will decide the outcome according to the UNCITRAL Rules of Arbitration, which rules are deemed to be incorporated by reference into this clause.
90. The client irrevocably agrees that, except with respect to controversies or claims that are properly submitted to arbitration in accordance with this Agreement, the courts of England shall have exclusive jurisdiction over all disputes relating to or arising from the execution or performance of this Agreement, any transaction hereunder or any of the client's accounts, and the client irrevocably submits to the jurisdiction of such courts. The client waives any objection which the client may have, at any time, to the bringing of any proceedings in any such court and agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction from it. However, the foregoing shall not prevent Quantfury UK, or any other affiliate entity from bringing an action in any court of any other jurisdiction, in its or their discretion.
91. In all judicial actions, arbitrations, or dispute resolution methods, the parties waive any right to punitive damages.
92. If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this Agreement or limited to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
93. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.