

**DP FUNDED**  
**TRADER AGREEMENT**

These are the terms and conditions (“**Agreement**”) governing the use of DP Funded Campaign (“**Campaign**”) between Doo Prime Vanuatu Limited a licensed financial dealer, authorized and regulated by the Vanuatu Financial Services Commission (VU FSC) (“**Prop Company**”, “**us**”, “**our**” or “**we**”) its successors and assigns, and you the Client (“**you**” or “**Trader**”). These terms and conditions are to be read in conjunction with our Legal Documentation available on our website (together the “**Terms**”).

**Whereas**, the Company is a proprietary trading firm that invests its own capital in financial markets, and

**Whereas**, the Company may, from time to time, allocate portions of its capital to be traded by you on terms contained herein.

**Now, Therefore**, for good and valuable consideration, the parties agree as follows

**1. PURPOSE OF THIS AGREEMENT**

1.1. The purpose of this Agreement is to set forth the terms and conditions under which you may trade with the capital provided by us. Your trading activity will contribute to our proprietary trading strategies.

**2. SERVICES PROVIDED**

2.1. Subject to the following the prerequisites in 2.2 being fulfilled, we will create and fund a live trading account (“**Account**”) and provide you with the credentials to access and trade the Account.

2.2. Prerequisites for providing our Services:

- 2.2.1. you successfully passing both stages of the Challenge and receiving the Certificate of Completion;
- 2.2.2. our acceptance of your application to open an Account;
- 2.2.3. your acceptance of this Agreement, the Challenge Rules and all other applicable documents as we may require in our sole discretion.

### 3. TRADER REPRESENTATIONS

- 3.1. You are a natural person, of sound mind, legal age and legal competence.
- 3.2. You are not relying on investment advice provided by us or any other entity in making its trading decisions.
- 3.3. Your activities under this Agreement are not prohibited under any law or contract to which you or the Prop Company is subject. In the event that such prohibitions come to light after the effective date of this Agreement, you acknowledge that this Agreement may be terminated without notice.
- 3.4. You have full power and authority to execute this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the parties, enforceable in accordance with its terms.
- 3.5. You further agree that:
  - 3.5.1. you will not engage in any illegal or unauthorized activity;
  - 3.5.2. you will keep your Account and other information up to date so that we can process transactions and contact you as required;
  - 3.5.3. every trade that is made in your Account is made solely by you using your independent endeavors.
- 3.6. You acknowledge and agree that any investment decisions you may make is your own risk and we, our affiliates, employees and agents shall not be liable for any losses that you may sustain. You are solely and exclusively responsible for determining whether any investment, strategy or any other product or service is appropriate or suitable for you based on your investment objectives and your personal and financial situation and needs.
- 3.7. If you breach (or we suspect that you have breached) any warranty or representation, we shall have the right to close any orders or trades that you have made, and close or disable your Account. You will also be required to fully indemnify us due to any contraventions by you of any applicable law.

### 4. THE ACCOUNT

- 4.1. Upon passing the Challenge, you will need to complete the onboarding process and Know-Your-Customer (KYC) and provide us with the following documentations (as requested):

- 4.1.1. valid photo ID / passport (front and back) with validity of not less than 6 months;
- 4.1.2. address verification document (bank statement or utility bill dated no more than 90 days prior);
- 4.1.3. email address and phone number;
- 4.1.4. bank account details; and/or
- 4.1.5. face verification

before receiving access to the Account.

- 4.2. Trading profits, if any, will be shared between you and us according to the agreed upon profit split, as outlined in Section 5 below.
- 4.3. To maintain the Account, you must adhere to all the terms and conditions outlined in this Agreement and any subsequent communications from us.
- 4.4. You accept full responsibility for monitoring the Account to ensure that trades have been executed correctly and to ensure that no unauthorised trading is occurring in the Account. You shall not give control over the Account to any other person or entity and you shall not control the Account of any other authorised trader. You shall maintain the confidentiality of the Account credentials and prevent the unauthorised use thereof at all times. If you become aware of any deliberate or inadvertent disclosure, loss, theft or unauthorised use of the Account credentials, you must notify us immediately and request a new password.
- 4.5. By entering your trading orders in the Account, you agree, represent, warrant and certify that you understand and accept these terms and conditions, as they are set forth here and as may be amended from time to time by us and sent to you by email. Any violation thereof will result in the closing of your account and termination as an authorised trader of the Prop Company.
- 4.6. Additionally, any of the following actions may also result in the immediate closing of your account, and we reserve the right to immediately freeze the withdrawal of funds:
  - 4.6.1. exploiting errors or latency in the pricing and/or platform provided by the broker;
  - 4.6.2. utilising non-public and/or insider information;
  - 4.6.3. front-running of trades placed elsewhere;
  - 4.6.4. trading in any way that jeopardises the relationship the Prop Company has with a broker or may result in the cancelling of trades; and/or
  - 4.6.5. trading in any way that creates regulatory issues for us.

## 5. PROFIT SPLITS & WITHDRAWALS

- 5.1. As an authorised trader for the Prop Company, you will receive 80% of the net profits generated in the Account. The remaining 20% will be retained by us.
- 5.2. Profit payouts are automated and will occur at the end of each calendar month. Profits earned during a given month will be transferred directly to your Doo Prime wallet at the end of the following month. An initial 30-day withdrawal period will apply. For instance, if you become a funded trader on August 20<sup>th</sup>, your first profit payout will be processed on September 30<sup>th</sup>.

## 6. GENERAL RULES OF TRADING AND FORBIDDEN TRADING PRACTICE

- 6.1. You must strictly comply with the terms and conditions set forth in this agreement, any associated third-party terms, and the rules outlined in Annex A ("**Forbidden Trading Practices**").
- 6.2. We retain the sole discretion to determine whether specific trades, practices, strategies, or situations constitute Forbidden Trading Practices.
- 6.3. If, in our sole discretion, we determine that you have engaged in any Forbidden Trading Practices, the following consequences may apply:
  - 6.3.1. any progress or achievements in the Challenge or Verification process will be nullified.
  - 6.3.2. immediate cancellation of all Services and termination of this Agreement;
  - 6.3.3. cancellation of any associated funded trading accounts and agreements;
  - 6.3.4. restriction or termination of access to our Services, including the Client Section and Platform, without compensation or refunds; and
  - 6.3.5. you will be permanently banned from participating in our Challenge and future challenge / campaign.

For the avoidance of doubt, no refund will be issued in any of the above scenarios.

- 6.4. Our Services are strictly for your personal use. You are prohibited from:
  - 6.4.1. allowing any third party to access or trade on their account;
  - 6.4.2. engaging or cooperating with any third party (individual or professional) to execute trades on their behalf;
  - 6.4.3. accessing or trading on behalf of any third-party account;
  - 6.4.4. providing account management or similar services for other users.

## 7. CONSEQUENCES OF VIOLATION

7.1. In the event that we, in our sole discretion, determine that you have breached any of our terms or prohibited strategies, your Account will be breached, and you will be permanently banned from participating in our Campaign or any future campaigns offered by us. Additionally, any profits accrued in the Account will be suspended, and no withdrawals or refunds will be permitted.

## 8. TRANSMISSION OF ORDERS

8.1. We shall have no responsibility for delays in the transmission of orders due to disruption, failure or malfunction of communications facilities. We shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity arising from such issues.

## 9. POSITION & TRADING LIMITS

9.1. We reserve the right to limit the number of open positions and order sizes in the Account. We or our designated broker may refuse to accept any order at our discretion.

## 10. TRADING HOURS

10.1. Our trading hours are set by our third-party liquidity providers. We do not have any control over the trading hours. Please note that holidays can have an impact on available trading hours.

## 11. MODIFICATION OF TERMS

11.1. We reserve the right to modify the terms and conditions of this Agreement and/or the Challenge Rules at any time and effective upon notice to you, or publication of the modified terms and conditions and/or rules on our website, whichever occurs earlier. Continued use of the Account after such notice shall constitute your acceptance thereof.

11.2. The Campaign is subject to change without notice. We retain the right to alter or discontinue the Campaign at any time and without notice. We shall not be accountable to you or any third party if the Campaign is modified, suspended or discontinued.

## 12. INDEPENDENT CONTRACTOR

12.1. You shall perform your duties and otherwise conduct its trading activity in the Account as an independent contractor and not as an employee or agent of us. Aside from adherence

to these terms and conditions, you acknowledge that you, nor any of your officers or employees is an officer, director or agent of us, and that we shall not be, responsible for any trading decisions made on behalf of you and may not commit you to any action. You represent that we do not have the power either to control you or to exercise any dominating influences over your trading activities. The parties hereto understand and acknowledge that this Agreement shall not create or imply any agency relationship among the parties, and you will not commit us in any manner except when a commitment has been specifically authorised in writing by us.

### **13. INDEMNIFICATION**

- 13.1. You hereby agree to indemnify, defend and hold us and our officers, directors, employees, corporate affiliates, white label partners and agents harmless from any loss, damage, liability, claim, cost, awards and expenses, including but not limited to reasonable attorneys' fees, arising out of the Trader's illegal and/or wrongful actions and/or any breach of Agreement. Without limiting the foregoing, this indemnity clause shall apply to all allegations of wrongdoing including allegations of illegal use of insider information and all transactions requiring corrective action. If we are informed of any pending action or possible loss against you, we shall have the right to set off any monies due to you in amounts sufficient to cover any pending arbitration, litigation, customer complaints, unsecured debits and unpaid expenses in connections with your trading.

### **14. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- 14.1. All copyright, trademark, trade secret and other intellectual property rights ("IP") in and related to us shall remain at all times the sole and exclusive property of the Prop Company and/or its 3rd party service providers and you shall have no right or interest in the IP, except for the right to access and use the Account as specified herein. You acknowledge that the IP is confidential and has been developed through the expenditure of substantial skill, time, effort and money. You will protect the confidentiality of the Prop Company and/or its third party service providers. You will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the IP. You will not copy, modify, de-compile, reverse engineer, and make derivative works of the IP or in the manner in which it operates.
- 14.2. You acknowledge that you may receive or have access to Confidential Information of the Prop Company and/or its affiliate company and/or third-party service providers, in connection with this Agreement. "Confidential Information" means any information disclosed by one party to the other party, either directly or indirectly, in writing, orally, or by

inspection of tangible objects, which is designated as "Confidential," "Proprietary," or some similar designation, or which, under the circumstances surrounding the disclosure, ought to be treated as confidential.

14.3. You agree to:

- 14.3.1. use the Confidential Information of the other party solely for the purpose of performing its obligations under this Agreement.
- 14.3.2. not disclose the Confidential Information of the other party to any third party without the prior written consent of the other party, except as required by law or to its professional advisors, employees, or agents who need to know such information for the purpose of performing their duties under this Agreement and who are bound by confidentiality obligations no less restrictive than those contained herein.
- 14.3.3. take reasonable measures to protect the confidentiality of the Confidential Information of the other party, including measures no less protective than those it uses to protect its own confidential information of a similar nature.

The obligations of confidentiality under this clause shall survive the termination or expiration of this Agreement.

**15. ERRORS, INACCURACIES, OMISSIONS AND INTERRUPTION OF SERVICE**

- 15.1. Except as otherwise expressly provided in this agreement, any technology, brokerage or trading platform ("**Trading Environment**") utilized by us, whether developed or maintained by it or a third party, is provided "as-is" and "with all faults", and, to the maximum extent permitted by applicable law, we, including our affiliates, subsidiaries, licensors, subcontractors, distributors, services partners, white label partners, agents and marketing partners and each of our respective employees, directors and officers (collectively, "**Related Parties**") disclaim all representations, warranties and conditions of any kind, express or implied, regarding the Trading Environment, or otherwise relating to this Agreement, including warranties and conditions of fitness for a particular purpose, merchantability, merchantable quality, non-infringement and accuracy and non-interference.

- 15.2. Neither the Prop Company, nor any Related Party warrants that:

- 15.2.1. the Trading Environment is or will be secure, accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations;

- 15.2.2. the Trading Environment will meet your requirements;
- 15.2.3. the results that may be obtained from the use of the Trading Environment will be accurate or reliable;
- 15.2.4. any errors in the Trading Environment will be corrected.

15.3. You assume the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components.

15.4. We and the Related Parties, jointly and severally, disclaim and make no warranties or representations as to the accuracy, quality, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of the forms, data, reports, results or other information obtained, generated or otherwise received by you from accessing and/or using the trading environment or otherwise relating to this agreement.

15.5. Use of the Trading Environment is entirely at your own risk. Neither us nor any of the Related Parties shall have any liability or responsibility therefrom.

15.6. On rare occasions, information on our website or in the Campaign may contain typographical errors, inaccuracies, or omissions relating to the product descriptions, price, promotions, offers, or availability. If any information in the Campaign or on any connected website is erroneous, we have the right to remedy any mistakes, inaccuracies, or omissions, and to modify or update information or cancel orders at any time without prior notice (including after you have submitted your order). Except as required by law, we make no commitment to update, revise, or clarify anything in the Campaign or on any connected website, including, without limitation, price information.

## **16. RISK DISCLOSURE**

16.1. You understand that the Services on our website are highly speculative and may expose your financial position to a high degree of volatility. You accept, understand and are aware of the risks herein and are willing to undertake this risk.

16.2. All Service available on our Website shall not constitute as a solicitation or offer to transact the Services. Some Services are only limited to client in certain jurisdictions.

16.3. You acknowledge and accept that:

- 16.3.1. you are financially willing and capable of assuming the risk of trading in speculative investments;
- 16.3.2. you are solely responsible for any profit or loss from the investment or trading decisions made;
- 16.3.3. your investment decisions will be based solely on your own evaluation of the market, financial circumstances and investment objectives wherein you undertake not to hold us liable for any trading loss incurred;
- 16.3.4. you are responsible to maintain proper functional computer equipment, steady internet connection, operating system with sufficient anti-virus protection and back-up system to prevent damage and/or unauthorised access to your Account and trading platform;
- 16.3.5. past performance of an investment is not an indication of its performance in the future;
- 16.3.6. some Services are contingent liabilities transactions and we shall not provide any guarantee on their liquidity. Due to unforeseeable market circumstances:
  - a. there may be difficulty in liquidating positions;
  - b. liquidation may only be possible at a large loss; or
  - c. the Client may be required to deposit additional large sums in a short period of time as Margin to secure the Client's positions from being liquidated at a loss;
- 16.3.7. transactions on markets in other jurisdictions may expose you to additional risks as such markets may offer different or inferior investor protection, and you are advised to understand the rules and risks prior trading in markets of other jurisdictions;
- 16.3.8. we reserve the right to amend, revoke or terminate any trading events, activities, promotional activities and any sort of benefit provided by us at any time without any prior notice;

- 16.3.9. all transactions made on the trading platform shall be deemed to have been made by you;
- 16.3.10. CFDs are complex instruments and comes with contingent liabilities and high risks of losing money rapidly due to leverage and you assume all risks associated prior investing;
- 16.3.11. transactions in futures are extremely risky where the gearing or leverage obtainable in futures trading meant that a small deposit or down payment can lead to large losses as well as gains;
- 16.3.12. trading on Margin is extremely risky and may result in loss of funds greater than the amount deposited in your Account;
- 16.3.13. you are aware and understand the characteristics and risks in relation to each Services and the features of trading platform, and shall not trade or deal with each Services unless you accept and understand so;
- 16.3.14. you have read this Agreement, agree to all the terms and conditions and independently evaluated otherwise mentioned in this Agreement;
- 16.3.15. the risks and merits of our trading platform and Transaction without relying on any representation and warranties
- 16.3.16. you have independently evaluated the applicable statutes and regulations in your region and undertake to enter this Agreement without violating any applicable statutes and regulations;
- 16.3.17. if the Services are traded in a currency other than the currency of your country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance and may lead to losses for you.
- 16.3.18. we shall not be liable for any loss or damages caused by failure, delay, interruption, malfunction in information, communication, or electronic systems;
- 16.3.19. due to rapid market fluctuation and unforeseeable events:

- a. a Stop Loss order may not be effective in limiting the loss incurred;
- b. there will be difficulty in liquidating some positions;
- c. we may exercise margin call and/or stop out and we shall not be liable for any loss suffered by you as a result;

16.3.20. you are aware and understand the Fees payable for each Services;

16.3.21. our prices of trading instruments are obtained from our liquidity providers, and when the liquidity of Services are limited, there will be price gaps and liquidity shortages where Transactions may not be executed at the price and volume intended;

16.3.22. the prices of some Services available on the trading platform may be independent of any exchanges and we are not obliged to follow the prices of other exchange platforms;

16.3.23. you should obtain the relevant details in relation to the intended investment, such as Margin Requirements, positions and/or volume limits etc;

16.3.24. you are liable for your taxes and/or other duty in ensuring compliance with the applicable statutes and regulations;

16.3.25. in the event of our insolvency or involvement in a debt restructuring mechanism, you may not fully recover the funds or properties deposited in the Account;

16.3.26. we shall not be under any obligation to inform you any occurrence of corporate event (which covers a company invested by you that is undergoing insolvency, being suspended from trading or undertaking any major corporate restructuring, including but not limited to share buyback, corporate takeover, merger & acquisitions), and shall not be liable for any loss for doing so;

16.3.27. we shall not engage any business relationships with individuals or companies of certain jurisdictions, as updated from time to time on our website. We reserve the right to amend its prohibited country list at any time without prior notice;

- 16.3.28. the transactional data, trade and trading product details (except for you're your personal data) from the trading platform remains the sole property of us, and we reserve the right to act upon it if necessary or deemed appropriate and reasonable by us; and
- 16.3.29. that CFD trading does not give you any right to the underlying instrument of the transaction, and depending on its nature, you may be liable to make further payments when the transaction fails.

16.4. The risks disclosed in this Agreement are non-exhaustive and may not have disclosed or explained all of the risks associated in dealing with the Services. You should seek independent advice if you do not understand the risks explained herein.

## **17. LIMITATION OF LIABILITY**

- 17.1. Notwithstanding anything to the contrary in this agreement, in no event whatsoever shall the Prop Company be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, lost time or good will, even if the Prop Company has been advised of the possibility of such damages, whether in contract, tort (including negligence), strict liability or otherwise.
- 17.2. The Prop Company shall not be liable for any claims against you by third parties arising out of or in connection with this Agreement or the use of the Trading Environment.
- 17.3. In no event shall the Prop Company's total cumulative liability to you or any third party, in connection with or arising out of the Trading Environment and/or this Agreement, regardless of the form of action, exceed the amount of any profit generated by you in the account.
- 17.4. Any cause of action arising out of or relating to this Agreement or the use of the Trading Environment must be commenced within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

## **18. FORCE MAJEURE**

- 18.1. The Prop Company shall not be liable to the Trader for any claims, losses, damages, costs or expenses, including attorneys' fees, arising, directly or indirectly from any Force

Majeure Event. A “Force Majeure Event” means any event or circumstances beyond the reasonable control of the Prop Company, including but not limited to:

- 18.1.1. natural disasters such as floods, earthquakes, hurricanes, fires or epidemics;
- 18.1.2. wars, civil unrest, insurrection, international intervention, sanctions, embargoes, or any act or order of any governmental or regulatory authority;
- 18.1.3. any delay, disruption, failure, or malfunction of any transmission or communication system, computer facility, or network, whether belonging to the Prop Company, the Trader, any broker, trading platform, or third-party service provider;
- 18.1.4. any other event or circumstance beyond the reasonable control of the Prop Company that prevents or materially hinders the Prop Company’s ability to perform its obligations under this Agreement.

## 19. MISCELLANEOUS

- 19.1. This Agreement constitutes the entire agreement and understanding of the parties hereto, and supersedes any and all previous agreements and understandings, whether oral or written, between the parties with respect to the matters set forth herein. Notwithstanding the foregoing, any agreements subsequently executed or executed concurrently with this Agreement shall be read together with this Agreement, and all such agreements shall be considered legally binding documents upon the parties.
- 19.2. You acknowledge that all communication from us or our affiliates in connection with the provision of the Services will take place through the Website / platform or your email-address, which you register with us. Written electronic communication by e-mail or through website or platform is also considered to be written communication. Our contact e-mail address is [cn.support@dpfunded.com](mailto:cn.support@dpfunded.com) (for communication in mandarin) or [en.support@dpfunded.com](mailto:en.support@dpfunded.com) (for communication in English).
- 19.3. This Agreement shall be binding upon and insure to the benefit of each of the Parties hereto and their respective successors, legal representatives and assigns.
- 19.4. This Agreement may be executed in any number of counterparts, each of which together shall constitute one and the same original document.
- 19.5. This Agreement shall be governed by and construed in accordance with the laws of

Vanuatu. The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs.

- 19.6. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, the Parties shall first attempt in good faith to resolve such dispute through direct negotiation between authorized representative(s) of each Party.
- 19.7. This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said party.
- 19.8. All section or paragraph titles or captions in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.
- 19.9. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity may require.
- 19.10. If any provision of this Agreement, or the application of such provision, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
- 19.11. This Agreement may not be assigned by either Party hereto without the written consent of the other, but shall be binding upon the successors of the Parties.

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## ANNEX A

### FORBIDDEN TRADING PRACTICES

The following trading practices will be considered “Forbidden Trading Practices” for the purposes of this Agreement:

#### 1. Exploiting System Vulnerabilities

You must not knowingly or unknowingly utilize trading strategies that take advantage of any errors or delays in our Services, including but not limited to price discrepancies or latency in price update.

#### 2. External or Slow Data Feeds

The use of external or slow data feeds to gain an unfair advantage in trade execution is prohibited.

#### 3. Market Manipulation

You must not engage in any activity, alone or in collaboration with others, that aims to manipulate market prices or trading conditions. This includes, but is not limited to, simultaneously entering into opposite positions across multiple accounts or with other traders.

#### 4. Violation of Broker / Platform Terms

You must adhere to all terms and conditions set forth by the broker(s) and trading platform(s) utilized by us.

#### 5. Unfair Technological Advantage

The use of any software, artificial intelligence, ultra-high-speed trading algorithms, or mass data entry techniques that provide an unfair advantage or manipulate our systems is strictly forbidden.

#### 6. Gap Trading

You are prohibited from initiating trades:

(a) during the scheduled release of major global news, macroeconomic event or corporate reports or earnings (“Events”) that could impact the relevant financial instruments; and/or

(b) within 2 hours of a relevant financial market closing for a period of 2 hours or more

## 7. Abusive Trading Practices

Any trading activity that deviate from standard market practices, create a reasonable apprehension of financial or other harm to us, or violate the spirit of fair trading. Examples of such practice include, but are not limited to overleveraging, excessive exposure, one-sided bets, any form of arbitrage trading, hedging, copy trading and employing strategies aimed at circumventing risk management rules (Account rolling).

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